

**Council Meetings**

Van Meter United Methodist Church  
100 Hazel St, Van Meter, IA 50261

**Joe Herman, Mayor**

**Council Members**

**Travis Brott, Mayor Pro Tem**

**Joel Akers**

**Blake Grolmus**

**Quin Pelz**

**Penny Westfall**

**City Staff**

Liz Faust, City Administrator

Jess Drake, City Clerk

Drew McCombs, Public Works Director

Sam Chia, Parks & Rec Director

Jonatha Basye, Library Director

Michael Brown, Police Chief

Mark Schmitt, Fire Chief

John Fatino, Whitfield & Eddy, PLC

Randy Johnson, Veenstra & Kimm, Inc.

*NOTE: All public comments require that an individual sign in at the beginning of the meeting. Comments will generally be limited to a maximum of three (3) minutes per person. Under Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its posted agenda. Any issue raised by public comment under the Citizen Hearing will be referred to staff for a decision on whether it should be placed on a future agenda. All comments from the public, Council, and Staff shall address the presiding officer, and upon recognition by the presiding officer, shall be confined to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate. • We may disagree, but we will be respectful of one another. • All comments will be directed to the issue at hand. • Personal attacks will not be tolerated.*

**Business Agenda:**

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Introductions**

**4. Civility Statement**

**5. Approval of the Agenda**

**6. Citizen Hearing**

**7. Consent Agenda**

a. Minutes of January 13, 2025 City Council Business Meeting

b. Minutes of January 27, 2025 City Council Workshop

c. Minutes of the February 6, 2025 Parks & Recreation Board Meeting

d. February Claims List

e. January Financial Reports

f. January Building Permit Report

g. January IPAIT Update

h. Resolution #2025-20 Setting Date of Public Hearing for March 31, 2025 for the FY26 Property Tax Levy Hearing

i. Resolution #2025-21 Appointing CY25 Representation to the Mid-Iowa Planning Alliance

**8. Presentation: FY24 Audit Overview - Denman CPA**

**9. Public Hearings**

a. Proposed FY25 Budget Amendment

b. Proposed Development Agreement with Microsoft Corporation

**10. Discussion and Consideration: Resolution #2025-22 Adoption of FY25 Budget Amendment for the City of Van Meter**

**11. Discussion and Consideration: Resolution #2025-23 Approving Development Agreement with Microsoft Corporation Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement**

**12. Discussion and Consideration: Resolution #2025-24 Approving Contract and Performance and/or Payment Bonds for the Arlington Avenue Project**

**13. Discussion and Consideration: Title Change from Administrative Clerk to Deputy Clerk**

**14. Master Trails**

a. Discussion: Master Trails Phase 1 Update

b. Discussion and Consideration: Resolution #2025-25 Authorization of Execution of US DOT Order 1050.2A

c. Discussion and Consideration: Resolution #2025-26 Authorization of Execution of Iowa DOT Title VI Agreement

d. Discussion and Consideration: Resolution #2025-27 Approval of Temporary Construction Easement Template

e. Discussion and Consideration: Resolution #2025-28 Approval of Permanent Trail Easement Template

**15. Discussion and Consideration: Grant Assistance Organizations**

**16. Discussion: Proposed Updates - Chapter 164 Vacant Buildings**

**17. Discussion: Possible Updates - Chapter 92 Water Rates (Snowbird Policy, Water Hookup)**

**18. Discussion: Sample Policy Manual**

**19. Reports**

a. City Administration

b. Legislative Update

c. Public Works

d. Police

e. Fire

f. Library

g. Parks & Recreation

h. City Engineer

i. City Attorney

**20. Adjournment**

Posted: Friday, February 7, 2025

# Agenda Item #1

## Call to Order

Mayor: *The time is 7:00pm on Monday, February 10, 2025.*

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

# Agenda Item #2

## Pledge of Allegiance

Those Present Led by Mayor: ***“I pledge Allegiance to the Flag of the United States of America, and to the Republic for which it stands, on Nation under God, indivisible, with liberty and justice for all.”***

# **Agenda Item #3**

## **Introductions**

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

# Agenda Item #4

## Civility Statement

Mayor: *Our organization is proud to participate in the Show Some Respect Initiative from the Iowa Civility Project. The goal of the Show Some Respect campaign is to improve respect and civility in our community. To help achieve this goal, our expectations are that everyone will:*

- *Listen attentively*
- *Respect the opinions of others*
- *Keep an open mind*
- *Give constructive feedback, comments, and suggestions*
- *Avoid personal attacks*
- *Remember the things we have in common*
- *Value the People, the Process, and the Results*

# Agenda Item #5

## Approval of the Agenda

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

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

City Administrator or Clerk: \_\_\_\_\_

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

City Councilmember: \_\_\_\_\_ *So moved.*

City Councilmember: \_\_\_\_\_ *Second.*

Mayor: *Roll Call Please.*

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

Mayor: *The agenda is adopted as presented.*

# Agenda Item #6

## Citizen Hearing

Sample Language:

Mayor: *At this time, I will recognize members of the public who have signed in and wish to address the City Council. Once given the floor, please state your full name. You will have a maximum of three (3) minutes to address the Council.*

*Under Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its' posted agenda. Any issue raised by the public comment under Citizen Hearing will be referred to City Staff for a decision on whether or not it should be placed on a future agenda.*

*It is required that individuals addressing the City Council avoid all indecorous language, references to personalities and abide by these two simple rules of civil debate:*

- *We may disagree, but we will be respectful of one another.*
- *Personal attacks will not be tolerated.*

# Agenda Item #7

## Consent Agenda

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

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

Staff: **Gives review.** *If there are any additional claims, they will be provided on Monday prior to the meeting. Parks & Rec Minutes from 2/6/25 have not been provided by the Board President as of the creation of this packet.*

Mayor: *Does the City Council wish to discuss any item on the Consent Agenda separately? If not, I would entertain a motion to Adopt the Consent Agenda as presented.*

City Councilmember: \_\_\_\_\_ **So moved.**

City Councilmember: \_\_\_\_\_ **Second.**

Mayor: **Roll Call Please.**

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

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



City of Van Meter, Iowa

City Council Minutes – January 13, 2025

1) The Van Meter City Council met for a regular council meeting on Monday, January 13, 2025, at the United Methodist Church located at 100 Hazel Street, Van Meter, IA 50261. Mayor Herman called the meeting to order at 7:03pm. The following council members were present upon roll call: Joel Akers, Travis Brott, Blake Grolmus, Quin Pelz and Penny Westfall.

Staff present: City Attorney Fatino, City Engineer Randy Johnson, Police Chief Mike Brown, Public Works Director Drew McCombs, Library Director Jonatha Basye, Parks & Rec Director Sam Chia, City Clerk Jessica Drake, and City Administrator Liz Faust.

Public Present: Rona Jacobs, Sara Heeley, Al Suckow, Chad Harkins – Residents. John Larson – Developer and Nate Steffes – Business Owner

- 2) Mayor Herman led the Pledge of Allegiance.
- 3) Introductions were made.
- 4) Mayor Herman read a Civility Statement setting expectations of respect for the meeting.
- 5) City Clerk Drake noted that items 7i and 8 were being removed from the agenda. Grolmus moved, supported by Brott, to approve the agenda as amended. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus-YES; Pelz – YES; Westfall - YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 6) No public comment was received during the Citizen Hearing.
- 7) Mayor Herman asked for a motion to adopt the consent agenda which included the following:
  - a. Minutes of December 9, 2024, City Council Regular Business Meeting
  - b. Minutes of December 19, 2024, Board of Adjustment Meeting
  - c. Minutes of January 8, 2025 Planning & Zoning Meeting
  - d. January Claims List

**CLAIMS REPORT**

<b>VENDOR</b>	<b>REFERENCE</b>	<b>AMOUNT</b>
ACCO	WATER CHEMICALS	850
ADT SECURITY SERVICES	ALARM MONITORING SERVICE PLAN	172.62
AFLAC	AFLAC PRETAX	120.43
AINSLEY WATSON	FALL 24 SOCCER REF	185
ALL AMERICAN TURF BEAUTY	2025 PREPAY - APPLICATION	301.11
AMAZON CAPITAL SERVICES	DECEMBER AMAZON	1,236.01
APPLIED CONCEPTS	STALKER RADAR	3,970.00
ARNOLD MOTOR SUPPLY	PW HEADLIGHT	12.08
AT&T MOBILITY	PD/FD PHONE SERVICE	277.56
AVEY WATSON	FALL 24 SOCCER REF	20
BALDON & SON HARDWARE	BULK FASTENERS	56.88
BASE	FEB CAFETERIA MONTHLY	30
BEDWELL GARDENS	12X PEAT MOSS	240
BOLTON & MENK INC	RICHLAND RD TRAIL PROJECT	2,377.50
C & K ELECTRIC LLC	WEST PUMP SERVICE CALL	467.34
COLLABORATIVE SUMMER READ	CY25 SUMMER READING	625.05
CONTINENTAL RESEARCH CORP	XTRA MUSCLE BRAKE & PARTS	727.94
CULLIGAN	CITY HALL WATER - DEC	61.31
D AND G AUTO GROUP	PW TRUCK MAINTENANCE	437.5
DANE BERNHARDT	SOCCER REF RECERTIFICATION	62.5
DELTA DENTAL	DENTAL VISION PREMIUMS - JAN	923.26
DENMAN	FY24 AUDIT	14,000.00
EARLHAM SAVINGS BANK	EBANK EFT ACH FEES	25
EARLHAM SAVINGS BANK	SAFE DEPOSIT BOX PAYMENT	56
EFTPS	FED/FICA TAX	6,897.77
EFTPS	FED/FICA TAX	6,897.10
EFTPS	FED/FICA TAXES	4,967.82
ELAN FINANCIAL - EBANK CC	STAMPS - CITY HALL	539.69
FENIX USA LLC	MONTHLY HOSTING CHARGE	289.3
FIRE SAFETY USA	2X FIRE HELMET	815.35
FIRE SERVICE TRAINING BUREAU	YOUNG 2 DAY REG FEE	200
GATEHOUSE MEDIA IA HOLDINGS	20241209 MINUTES	365.2
GATEHOUSE MEDIA IA HOLDINGS	20231113 MINUTES	333.4
GATEHOUSE MEDIA IA HOLDINGS	2025 URA AMENDMNET PH	97
GATEHOUSE MEDIA IA HOLDINGS	CHPT 51 PUBLIC HEARING	28
GATEHOUSE MEDIA IA HOLDINGS	BUILDING CODE PUBLIC HEARING	31
GATEHOUSE MEDIA IA HOLDINGS	PD SPEED CHANGE PH	42.32
GATEHOUSE MEDIA IA HOLDINGS	REZONING ORD 2023-01	55.6
GATEHOUSE MEDIA IA HOLDINGS	WAGEREPORT24	45.4
GATEHOUSE MEDIA IA HOLDINGS	20241209 MINUTES	215.51
gWORKS	ANNUAL SUBSCRIPTION FEE	8,466.00
HEARTLAND BUSINESSES SYSTEM	DECEMBER MONTHLY	4,453.93
HEARTLAND COOP	LP	555.06
INDUSTRIAL CHEM LABS	LIFT STATION DEGREASER	907.42
IOWA DEPT OF PUBLIC SAFETY	FY25 QUARTERLY INV OCT-DEC 24	300
IOWA ONE CALL	EMAIL LOCATES	36.1
IOWA STATE UNIVERSITY	IMFOA TRAINING	64
IPERS	PROTECT IPERS	4,491.57
IPERS	IPERS	2,618.57
JESTER INSURANCE SERVICE	CHANGES TO CANAM & CUB - PR	282
JONES CREEK APPAREL	PD WINTER HATS	140
KONICA MINOLTA	JAN MONTHLY BILL	35.2
LAURA KUNDEL	CLEANING SERVICES 11/10 11/24	125

LOWE'S	DEC LOWES	347.5
MATHESON TRI GAS INC	OXYGEN	41.78
MEDIACOM	INTERNET SERVICES	674.35
MIDAMERICAN ENERGY	GAS/ELEC - DEC24	3,396.65
MOTOROLA	PD BODY CAM & CHARGE STATION	1,980.00
OFFICE OF AUDITOR OF STATE	FY23 AUDIT	23,665.80
OMNISITE	CY25 MONITORING	594
ORKIN	JANUARY PEST CONTROL	79
REGAN BERNHARDT	SOCCER REF	62.5
SHAE BERNHARDT	SOCCER REF RECERTIFICATION	62.5
SHELLY JAMES	DECEMBER CLEANING	90
STIVERS FORD	PD TRUCK PORTION ONLY	49,433.00
THE HARTFORD	LIFE PREMIUMS - JAN	502.09
THORPE WATER DEV CO	MONTHLY CHARGE	400
TREAS - ST OF IA SALES TX	DECEMBER WET TAX	1,594.16
TREAS - ST OF IA SALES TX	24SALESTAX23BAL	7,737.81
TREAS - STATE OF IOWA W/H	STATE TAX	1,051.60
TREAS - STATE OF IOWA W/H	STATE TAXES	741.63
UMB BANK NA	BOND PAYMENTS	600
VEENSTRA & KIMM INC	BUILDING PERMIT FEES FOR NOV	18,379.62
VERIZON WIRELESS	PHONE & TABLET CHARGES	951.23
WASTE CONNECTIONS	GARBAGE CONTRACT DEC & JAN	25,147.08
WASTE SOLUTIONS OF IA	KYBOS - PARKS	162
WELLMARK	JANUARY MEDICAL INS PREMIUM	14,552.24
WELLS FARGO CC	CREDIT CARD EXPENSES	237.4
WEX BANK	PD FUEL	1,661.61
WEX BANK	PD FUEL	1,386.37
ZIEGLER INC	GENERATOR REPAIR	1,563.74
<b>Accounts Payable Total</b>		<b>228,626.06</b>
<b>Invoices: Paid</b>		<b>59,100.99</b>
<b>Invoices: Scheduled</b>		<b>169,525.07</b>
<b>GENERAL</b>		<b>171,420.28</b>
<b>PARK OPERATIONS</b>		<b>1,943.51</b>
<b>ROAD USE TAX</b>		<b>3,928.89</b>
<b>EMPLOYEE BENEFITS</b>		<b>-30.23</b>
<b>LIBRARY TRUST FUND</b>		<b>3,406.56</b>
<b>DEBT SERVICE</b>		<b>600</b>
<b>MASTER TRAILS PROJECT</b>		<b>2,377.50</b>
<b>WATER SUPPLY IMPROVEMENTS</b>		<b>2,223.48</b>
<b>MICROSOFT CAPITAL IMPROVE</b>		<b>8,506.00</b>
<b>WATER</b>		<b>17,992.81</b>
<b>SEWER</b>		<b>16,257.26</b>
<b>TOTAL FUNDS</b>		<b>228,626.06</b>

- e. December Financial Statements
- f. December Building Permit Report
- g. 2024 Building Permit Report Summary
- h. IPAIT Update – December 2024
- i. ~~SICOG Update – December 2024~~
- j. CY2024 Wage Report
- k. Resolution #2025-01 Appointing Representatives to Heart of Iowa Regional Transportation Agency (HIRTA) Transportation Advisory Group (TAG)
- l. Resolution #2025-02 Naming the City’s Official Newspaper of Record – Des Moines Register
- m. Resolution #2025-03 Annual Appointments for CY2025

Grolmus moved, supported by Pelz to approve the consent agenda as amended. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**

8) REMOVED

9) Council engaged in a discussion with John Larson, developer of Hudson Heights 2, regarding final plat approval, remaining punch list items and next steps. No action was taken.

10) **Public Hearing #1 Proposed Amendment to the Van Meter Urban Renewal Area and Plan**

Akers moved, supported by Grolmus, to open the public hearing. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** The public hearing was open as of 7:12pm. Staff received no comments prior to the hearing. No comments were received at the public hearing. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** The public hearing was closed as of 7:13pm.

**Public Hearing #2 Proposed Plans, Specifications, Forms of Contract and Estimate of Cost for the proposed Arlington Avenue Project**

Brott moved, supported by Akers, to open the public hearing. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** The public hearing was open as of 7:13pm. Staff received no comments prior to the hearing. No comments were received at the public hearing. Brott moved, supported by Akers, to close the public hearing. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** The public hearing was closed as of 7:13pm.

**Public Hearing #3 Proposed Special Speed Zone Addition – Section 63.04 – 40mph on 340<sup>th</sup> Trail**

Akers moved, supported by Pelz, to open the public hearing. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** The public hearing was open as of 7:14pm. Staff received no comments prior to the hearing. No comments were received at the public

hearing. Brott moved, supported by Grolmus, to close the public hearing. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** The public hearing was closed as of 7:14pm.

**Public Hearing #4 Proposed Amendments to the Code of Ordinances of the City of Van Meter repealing Chapters 155, 157, 158, 159 and 160 and repealing & replacing Chapter 156 Building Codes**

Akers moved, supported by Pelz, to open the public hearing. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** The public hearing was open as of 7:14pm. Staff received no comments prior to the hearing. No comments were received at the public hearing. Brott moved, supported by Grolmus, to close the public hearing. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** The public hearing was closed as of 7:14pm.

**Public Hearing #5 Proposed Amendment to the Code of Ordinances of the City of Van Meter Addition of Chapter 151 Shipping Containers**


Brott moved, supported by Grolmus, to open the public hearing. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** The public hearing was open as of 7:16pm. Staff received 1 written comment prior to the hearing from Nate Steffes requesting for Council consideration of the fact that he has shipping containers in use on his commercial property. Nate Steffes also appeared at the public hearing and expressed the same including that they are used for storage and painted to match his buildings. Al Suckow asked what defines a shipping container, at what point does it become not a shipping container, is a 2 wheeled trailer a shipping container, what if it's attached to a foundation? Sara Heeley asked what the City owned shipping container is used for. City Clerk Drake responded for storage of Parks & Rec equipment. Grolmus moved, supported by Brott, to close the public hearing. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** The public hearing was closed as of 7:20pm.

- 11) Brott moved, supported by Westfall to adopt Resolution #2025-05 to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve an Urban Renewal Plan Amendment for the Van Meter Urban Renewal Area. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** Brott moved, supported by Akers to adopt Resolution #2025-06 Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Microsoft Corporation, Including Annual Appropriation Tax Increment Payments. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 12) Grolmus moved, supported by Akers, to adopt Resolution #2025-07 Approving and Confirming Plans, Specifications, Form of Contact and Estimate of Cost for the Arlington Avenue Project. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** City Administrator Faust discussed the bids received. Councilman Grolmus asked Public Work Director McCombs if he had any concerns with awarding to the apparent low bid, Alliance Construction. No concerns from PW Director McCombs. Grolmus moved, supported by Akers, to adopt Resolution #2025-08 Awarding Contract for the Arlington Avenue Project to Alliance Construction Group in the amount of \$592,807.75 . On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 13) Westfall moved, supported by Grolmus, to make this reading the first and final reading of Ordinance #2025-01 An Ordinance Adopting a Proposed Amendment to the Van Meter Code of Ordinances – Chapter 63 Speed Regulations – Addition of §63.04(3) Special 40 MPH Speed Zone and §63.04(3A) 340<sup>th</sup> Trail, waving the requirement for subsequent readings and moving to approval and adoption of said Ordinance directing the City Clerk to cause said Ordinance to be published in the newspaper of record for the City. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 14) Brott moved, supported by Pelz, to make this reading the first and final reading of Ordinance #2025-02 An Ordinance Adopting Proposed Amendments to the Van Meter Code of Ordinances including repealing Chapter 155 Adoption of Codes, Chapter 157 Mechanical Code, Chapter 158 Property Maintenance and Housing Code, Chapter 159 Plumbing Code and Chapter 160 Fuel Gas Code AND repealing & replacing Chapter 156 Building Code, waving the requirement for subsequent readings and moving to approval and adoption of said Ordinance directing the City Clerk to cause said Ordinance to be published in the newspaper of record for the City. On roll call the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 15) Council engaged in discussion regarding the proposed Chapter 151 Shipping Containers. Councilmember Westfall expressed concerns with an exception being made for the shipping container jointly owned by the City and VMCDC and had comments about shipping containers as tiny housing. City Attorney Fatino stated the Council has the option of tabling action pertaining to the Ordinance allowing for further staff review and edits. Councilmember Akers abstained from any action due to his involvement in VMCDC. Brott moved, supported by Grolmus, to table action on Ordinance #2025-03 and directed further review by staff. On roll call, the votes were as follows: Akers – ABSTAIN; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (4) NO (0) ABSTAIN (1) ABSENT (0)**
- 16) Akers moved, supported by Pelz, to approve the Tax Abatement Application for 605 Elm Street, Van Meter, Iowa. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** Akers moved, supported by Grolmus, to approve the Tax Abatement Application for 316 Main Street, Van Meter, Iowa. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 17) Grolmus moved, supported by Westfall, to adopt Resolution #2025-09 Approving Contract and Performance Bond for the Water Main Project – Phase 1 to United Utilities. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 18) Akers moved, supported by Westfall, to adopt Resolution #2025-10 Approving an Agreement for the Community Engagement Phase of the Municipal Building Project to Invision Architecture. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 19) Pelz moved, supported by Grolmus, to adopt Resolution #2025-11 Approving an Amendment to the Agreement for Professional Services with Veenstra & Kimm, Inc. related to the Water Main Project. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**

- 20) Council engaged in discussion regarding proposed updates to the City’s Employee Handbook. Councilperson Westfall had questions about the Social Media Policy, which will be presented to Council in February. She also had questions regarding the probation period as it relates to Law Enforcement. There were no suggested changes to the probation period for Law Enforcement from the 2024 to 2025 handbook and further review will take place at a later date. Grolmus moved, supported by Pelz, to adopt Resolution #2025-12 Adopting the 2025 City of Van Meter Employee Handbook. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** Council engaged in discussion pertaining to the proposed Volunteer Fire Department Handbook. Brott moved, supported by Westfall, to adopt Resolution #2025-13 Adopting the 2025 City of Van Meter Volunteer Fire Department Handbook. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** Grolmus moved, supported by Pelz, to adopt Resolution #2025-14 Adopting the City of Van Meter 2025 Board and Commission Handbook. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 21) Council engaged in discussion regarding an updated and service provider change to the City’s Municipal Software Program. Staff researched several options and evaluated each option by functionality and price. Civic Systems was determined to best meet the City’s needs. Pelz moved, supported by Akers, to adopt Resolution #2025-15 Approving Agreements with Civic Systems including Contract, License, Support and Hosting Municipal Software. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 22) The City received a site plan from the Van Meter Community School District. It was reviewed by the City Engineer & Planning & Zoning. P&Z recommended approval of the site plan. Upon additional review, City Engineer Johnson provided additional comments relating to pressure valves and water mains. Grolmus moved, supported by Brott, to adopt Resolution #2025-16 Accepting the Site Plan #3 as submitted the Van Meter Community School District with consideration to the additional comments provided by the City Engineer. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 23) Staff discussed the naming of a newly constructed portion of street located west of Park Street, currently named Arlington Avenue. Currently, the original Arlington Avenue ends at the newly constructed cul-de-sac located east of Park Street. The final plat for the development has not yet been approved. Staff proposed a name change to the newly constructed street and Planning & Zoning recommended approval. Pelz moved, supported by Westfall, to adopt Resolution #2025-17 Approving a Street Name Change for the newly constructed street located west of Park Street from Arlington Avenue to West Arlington Avenue. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 24) Brott moved, supported by Grolmus, to adopt Resolution #2025-18 Setting the Date of Public Hearing relating to a Proposed Budget Amendment to the City’s FY25 Certified Budget for Monday, February 10, 2025, at 7:00pm at the Van Meter United Methodist Church located at 100 Hazel Street, Van Meter, IA 50261. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)**
- 25) Council and Staff engaged in discussion regarding a partially executed 28E Agreement for Mutual Aid – Law Enforcement received from the City of DeSoto. The agreement received was duplicative of the agreement terminated by the Van Meter City Council in 2024. Council is not opposed to consideration of a new 28E for mutual aid with DeSoto but would like Chief Brown to negotiate the terms of the agreement with DeSoto to create a mutually beneficial agreement that both parties have agreed upon.
- 26) Staff reported that City Council Workshops will now begin at 6:15pm instead of 6:00pm and will be held in the Fellowship Hall of the United Methodist Church.
- 27) Staff discussed the current status of the lease agreement with Dallas County Data that currently allows for the lease of space in exchange for services. Due to certain technical issues, at least one of the 4 locations to be provided service is unable to use the service. Councilmember Westfall would like staff to research lease revenue received by other cities for water tower space.
- 28) Staff reports were included in the packet. City Administrative staff reported on the Municipal Building Project status, the FY24 audit, the FY25 budget amendment, the FY26 budget and economic development activities. Public Works reported on well repair updates, the water tower inspection and upcoming capital improvement projects. Police reported 135 total calls of which 85 were traffic stops in the month of December and a recap of the department’s community outreach activities in December. Fire reported a total of 22 calls of which 19 were responded to with 10 in DeSoto and 9 in Van Meter and provided information on significant calls. Library reported on programming participation as well as an update on training, certification and involvement with professional development organizations. Parks & Rec reported on current registration numbers for spring soccer, upcoming youth sport registrations and status on various grant applications. The City Engineer and City Attorney did not have additional items to report. Councilmember Westfall acknowledged staff on the activities of 2024 and requested a status update on the new Police vehicle receipt timeline.
- 29) Brott moved, supported by Grolmus, to adjourn the meeting. On roll call, the votes were as follows: Akers – YES; Brott – YES; Grolmus – YES; Pelz – YES; Westfall – YES. **YES (5) NO (0) ABSTAIN (0) ABSENT (0)** The meeting was adjourned at 8:40pm.

Signed by:  1/17/2025  
9DF706F097D34B8...

Joe Herman, Mayor

DocuSigned by:  1/17/2025  
0D7992E9DD844B7...

Jessica Drake, City Clerk

City of Van Meter, Iowa

City Council Workshop Minutes – January 27, 2025

1) The Van Meter City Council met for a workshop on Monday, January 27, 2025, at the Van Meter United Methodist Church located at 100 Hazel Street, Van Meter, IA 50261. Mayor Herman called the meeting to order at 6:15pm. The following council members were present upon roll call: Joel Akers, Travis Brott, Quin Plez and Penny Westfall. Councilman Blake Grolmus was absent.

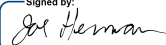
Staff present: Library Director Jonatha Basye, Fire Chief Mark Schmitt, Police Chief Michael Brown, Parks & Recreation Director Sam Chia and City Clerk Jessica Drake.

2) Brott moved, supported by Akers, to approve the agenda. On roll call, the votes were as follows: Akers – YES; Brott – YES; Pelz – YES; Westfall – YES. **YES (4) NO (0) ABSTAIN (0) ABSENT (1)**

3) Brott moved, supported by Akers, to adopt Resolution #2025-19 Approving FY25 Interfund Transfers. On roll call, the votes were as follows: Akers – YES; Brott – YES; Pelz – YES; Westfall – YES. **YES (4) NO (0) ABSTAIN (0) ABSENT (1)**

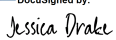
4) City Clerk Drake led a discussion regarding the proposed FY26 Budget including a brief description of the proposed FY25 proposed budget amendment. Highlights of the proposed FY26 budget include an increase in capital project spending on projects including public infrastructure relating to economic development activities, water treatment facility design, water main replacement, and street resurfacing projects as well as the funding of the new fire truck approved for purchase in FY24 to be completed & delivered in FY26. Recent legislation intended to provide property tax relief has placed significant limitations on property tax revenue available to local governments experiencing growth of which Van Meter is experiencing. These limitations will create issues in maintaining funding for certain programing into the future of the growth restrictions continue. The proposed tax rate will be in the range of \$14.10-\$14.25 to align with the Council's desire to keep the tax rate stable. Staff anticipates setting the date for public hearing on the proposed tax rate at the February 10 regular council meeting.

5) Brott moved, supported by Westfall, to adjourn. On roll call the votes were as follows Akers – YES; Brott – YES; Pelz – YES; Westfall – YES. **YES (4) NO (0) ABSTAIN (0) ABSENT (1)** Mayor Herman adjourned the meeting at 7:25pm.

Signed by:  
  
8DF705F097D34B8...

1/29/2025

Joe Herman, Mayor

DocuSigned by:  
  
0D7992E9D0814B7...

1/29/2025

City Clerk, Jessica Drake

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ADIN DELIC	TRAINING WEEK OF 1/27/25		35.96		
AFLAC	AFLAC PRETAX		150.66	11180290	1/31/25
ALL AMERICAN TURF BEAUTY	IRRIGATION STARTUP & WINTERIZE		520.54		
AMAZON CAPITAL SERVICES	JAN AMAZON PURCHASES		2,080.11		
AT&T MOBILITY	PD/FD PHONE SERVICE		277.60		
BALDON & SON HARDWARE	POLY TUBE		10.20		
BASE	MARCH FSA ADMINISTRATION		30.00		
BLANK PARK ZOO	ZOO TO YOU PROGRAM		125.00		
BOLTON & MENK INC	DESIGN - MASTER TRAILS PHASE1		14,045.00	33212	1/20/25
CALVIN VERDI	FALL 24 SOCCER REF		30.00		
CIVIC SYTEMS	CONVERSION, LICENSE, & TRAININ		50,255.00		
CULLIGAN	FEB 25 WATER		61.31		
D AND G AUTO GROUP	2020 TAHOE MAINTENANCE		729.43		
DCLHTF	FY 25 CONTRIBUTION		1,484.00		
DELTA DENTAL	FEBRUARY DENTAL/VISION PREM		923.26	11180297	2/03/25
DO ART PRODUCTIONS	COMIC BOOK WORKSHOP		350.00		
EARLHAM SAVINGS BANK	EBANK EFT ACH FEES		25.00	11180283	1/15/25
EFTPS	FED/FICA TAX		8,274.38	11180289	1/31/25
ELAN FINANCIAL - EBANK CC	BOA CERTIFIED MAIL		207.52	11180295	2/03/25
FENIX USA LLC	ENDPOINTS, HALO SOFTWARE, QUAD		16,039.30		
FIRE SAFETY USA	PICK OF LIFE ICE AWLS		101.37		
GATEHOUSE MEDIA IA HOLDINGS	1/13/25 MINUTES	481.00		11180282	1/17/25
GATEHOUSE MEDIA IA HOLDINGS	MICROSOFT DA PH PUBLICATION	46.00		11180284	1/21/25
GATEHOUSE MEDIA IA HOLDINGS	01/27/25 MINUTE PUBLICATIONS	58.00		11180292	1/30/25
GATEHOUSE MEDIA IA HOLDINGS	ORD 25-01 PUBLICATION	38.80		11180300	1/17/25
GATEHOUSE MEDIA IA HOLDINGS	LEGAL PUBLICATIONS	1,089.50	1,713.30		
HEARTLAND BUSINESSES SYSTEM	JAN MANAGED SERVICES		4,883.87		
HEARTLAND COOP	L.P.		1,088.86		
HOTSY CLEANING SYSTEM	NOZZLE, OIL PUMP, UNDERBODY WA		971.93		
EMERGENCY SERVICE MARKETING CO	YEARLY SUB 3/25/25-3/24/26		735.00		
INDUSTRIAL CHEM LABS	LIFT STATION DEGREASER		916.21		
INVISION	FIELD VERIFICATION & BIM MODEL		12,650.25		
IOWA ONE CALL	EMAIL LOCATES		63.10		
IPERS	IPERS	9,523.56		11180287	1/31/25
IPERS	WAGE ADJUSTMENT - EE#149	2,395.02	11,918.58	11180293	1/31/25
JESSICA DRAKE	NOV24-FEB25 EXPENSES		54.54		
KONICA MINOLTA	QRTLY INV FOR MAINTENANCE		259.13		
LARAIN CLIMER	JAN 25 MILEAGE		10.71		
LINDA BETSINGER MCCANN	SPEAKING AT VM LIB/ROSIE BOOK		145.00		
LOWE'S	JAN LOWE'S PURCHASES		90.67		
MATHESON TRI GAS INC	OXYGEN		295.44		
MEDIACOM	INTERNET SERVICES FEB		256.95		
MIDAMERICAN ENERGY	GAS/ELEC		4,250.19		
MIDWEST TAPE LLC	ADVANCE DIGITAL PAYMENT HOOPLA		2,000.00		
NORTHWAY CORPORATION	LABOR & EQUIPMENT FOR WELL 2&3		11,932.00		
ORKIN	FEB 25 MONTHLY		79.00		
SCHOOL LIFE	2 BRAGTAG PACKS & 1 CABLE RING		336.00		
STIVERS FORD	23 CHEVY TAHOE MAINTENANCE		149.51		
TECHSOUP	ZOOM WORKPLACE 1YR SUB		18.00		
THE HARTFORD	FEBRUARY LIFE & ADD PREMIUM		502.09	11180296	2/04/25
THORPE WATER DEV CO	FEB MONTHLY CHARGE		400.00		
TREAS - ST OF IA SALES TX	CY23 SALES TAX BALANCE DUE	287.76		11180291	1/27/25
TREAS - ST OF IA SALES TX	JANUARY 25 WET	1,881.00	2,168.76	11180294	1/31/25
TREAS - STATE OF IOWA W/H	STATE TAX		1,552.99	11180288	1/31/25

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
VEENSTRA & KIMM INC	RR BRIDGE SPECIAL INSPECTIONS		61,745.57		
WASTE CONNECTIONS	GARBAGE CONTRACT		14,280.63		
WASTE SOLUTIONS OF IA	KYBOS - PARKS		162.00		
WELLMARK	FEBRUARY MEDICAL PREMIUM		13,175.94	11180298	2/04/25
WELLS FARGO CC	CREDIT CARD EXPENSES		3,071.37		
WEX BANK	PD FUEL		1,386.37	11180271	1/14/25
WHITFIELD & EDDY PLC	315 2ND AVE - CONDEMNATION		3,806.50		
			=====		
	Accounts Payable Total		252,826.10		
	Invoices: Paid		54,954.35		
	Invoices: Scheduled		197,871.75		
	Payroll Checks		52,485.20		
			=====		
	Report Total		305,311.30		
			=====		

**CLAIMS REPORT  
CLAIMS DEPT SUMMARY**

Payroll Checks: 1/14/2025- 2/10/2025

DEPT	NAME	AMOUNT
050	LIABILITIES	19,501.59
110	POLICE	20,824.06
130	EMERGENCY MANAGEMENT	12.85
150	FIRE	7,659.65
160	AMBULANCE	1,744.38
210	ROADS, BRIDGES, SIDEWALKS	10,054.05
230	STREET LIGHTING	1,260.59
250	SNOW REMOVAL	388.35
290	GARBAGE	12,861.30
410	LIBRARY	13,611.97
430	PARKS	1,138.86
440	RECREATION	4,961.15
520	ECONOMIC DEVELOPMENT	2,619.50
540	PLANNING & ZONING	8,671.35
610	MAYOR/COUNCIL/CITY MGR	8,026.22
620	CLERK/TREASURER/ADM	37,191.46
640	LEGAL SERVICES/ATTORNEY	2,362.80
650	CITY HALL/GENERAL BLDGS	1,332.11
750	CAPITAL PROJECTS	84,372.63
810	WATER	42,765.33
815	SEWER/SEWAGE DISPOSAL	23,951.10
-----		
	TOTAL DEPARTMENTS	305,311.30



**CLAIMS REPORT  
CLAIMS FUND SUMMARY**

**Payroll Checks: 1/14/2025- 2/10/2025**

FUND	NAME	AMOUNT
001	GENERAL	145,516.75
059	PARK OPERATIONS	512.83
110	ROAD USE TAX	900.50
182	LIBRARY TRUST FUND	652.32
315	MASTER TRAILS PROJECT	14,045.00
320	601 MUNICIPAL BUILDING	14,357.34
330	WATER SUPPLY IMPROVEMENTS	3,343.84
340	MICROSOFT CAPITAL IMPROVE	52,626.45
600	WATER	46,329.62
610	SEWER	27,026.65
-----		
	TOTAL FUNDS	305,311.30

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 CHECKING-EARLHAM SAVINGS BK#1						Beginning Statement Balance	4,559,921.99
8318671	1/02/2025	RM					250.46
8318672	1/03/2025	RM					515.84
8318673	1/06/2025	RM					57,933.40
8318674	1/07/2025	RM					452.87
8318675	1/02/2025	BK					142.22
8318676	1/03/2025	BK					200.05
8318677	1/02/2025	BK					359.14
8318678	1/01/2025	BK					374.61
8318679	1/02/2025	BK					402.54
8318680	1/03/2025	BK					232.29
8318681	1/06/2025	BK					15.00
8318682	1/06/2025	BK					95.99
8318683	1/07/2025	BK					265.56
8318684	1/06/2025	BK					690.05
8318685	1/07/2025	BK					831.64
8318686	1/07/2025	BK					196.84
8318687	1/07/2025	BK					560.22
8318688	1/08/2025	BK					549.93
8318689	1/08/2025	BK					265.36
8318690	1/08/2025	RM					521.81
8318691	1/09/2025	RM					82.07
8318692	1/09/2025	BK					631.50
8318693	1/10/2025	BK					150.00
8318694	1/10/2025	BK					5,403.70
8318695	1/10/2025	BK					5,208.80
8318696	1/10/2025	RM					1,159.98
8318697	1/13/2025	RM					4,256.50
8318698	1/15/2025	BK		ACH UTILITY DEPOSITS JAN			27,407.48
8318699	1/14/2025	RM					4,694.51
8318700	1/13/2025	BK					81.04
8318701	1/13/2025	BK					308.18
8318702	1/14/2025	BK					458.39
8318703	1/14/2025	BK					134.66
8318704	1/14/2025	BK					387.59
8318705	1/15/2025	RM					2,018.12
8318706	1/16/2025	RM					1,102.83
8318707	1/17/2025	RM					302.35
8318709	1/17/2024	GL					17,632.88
8318710	1/15/2025	BK					368.02
8318711	1/15/2025	BK					871.45
8318712	1/16/2025	BK					249.36
8318713	1/16/2025	BK					843.09
8318714	1/17/2025	BK					1,170.51
8318715	1/17/2025	BK					110.26
8318716	1/17/2025	BK					412.03
8318717	1/20/2025	RM					17,593.96
8318718	1/21/2025	RM					1,119.42
8318719	1/22/2025	RM					10.00
8318720	1/21/2025	BK					169.30
8318721	1/22/2025	BK					346.01
8318722	1/21/2025	BK					616.54
8318723	1/20/2025	BK					1,889.89

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
-----							
1	CHECKING-EARLHAM SAVINGS	BK#1				- continued -	
8318724	1/22/2025	BK					20.00
8318725	1/22/2025	BK					62.26
8318726	1/22/2025	BK					594.71
8318727	1/23/2025	BK					178.03
8318728	1/23/2025	BK					215.06
8318729	1/21/2025	BK					89.15
8318730	1/27/2025	RM					380.87
8318731	1/28/2025	RM					270.13
8318732	1/29/2025	RM					16,091.91
8318733	1/27/2025	BK					197.57
8318734	1/14/2025	BK					846.12
8318735	1/31/2025	RM					2,609.55
8318739	1/29/2025	BK					263.56
8318740	1/30/2025	BK					203.08
8318741	1/31/2025	BK					511.28
8318742	1/31/2025	BK					1,193.66
8318750	1/29/2025	BK					258.30
8318751	1/29/2025	GL					47,058.60
8318752	1/30/2025	GL					21,552.10
8318753	1/14/2025	GL					3,542.38
33159	1/14/2025	AP	6	ACCO		850.00	
33160	1/14/2025	AP	84	ADT SECURITY SERVICES		172.62	
33162*	1/14/2025	AP	29	ALL AMERICAN TURF BEAUTY		301.11	
33163	1/14/2025	AP	1196	AMAZON CAPITAL SERVICES		1,236.01	
33164	1/14/2025	AP	1206	APPLIED CONCEPTS		3,970.00	
33165	1/14/2025	AP	39	ARNOLD MOTOR SUPPLY		12.08	
33166	1/14/2025	AP	964	AT&T MOBILITY		277.56	
33168*	1/14/2025	AP	96	BALDON & SON HARDWARE		56.88	
33169	1/14/2025	AP	1242	BASE		30.00	
33170	1/14/2025	AP	1088	BEDWELL GARDENS		240.00	
33171	1/14/2025	AP	816	BOLTON & MENK INC		2,377.50	
33172	1/14/2025	AP	1338	C & K ELECTRIC LLC		467.34	
33174*	1/14/2025	AP	467	CONTINENTAL RESEARCH CORP		727.94	
33175	1/14/2025	AP	103	CULLIGAN		61.31	
33176	1/14/2025	AP	1252	D AND G AUTO GROUP		437.50	
33177	1/14/2025	AP	948	DANE BERNHARDT		62.50	
33178	1/14/2025	AP	1349	DENMAN		14,000.00	
33179	1/14/2025	AP	1274	FENIX USA LLC		289.30	
33180	1/14/2025	AP	1192	FIRE SAFETY USA		815.35	
33181	1/14/2025	AP	393	FIRE SERVICE TRAINING BUREAU		200.00	
33182	1/14/2025	AP	20	GATEHOUSE MEDIA IA HOLDINGS		215.51	
33183	1/14/2025	AP	894	gWORKS		8,466.00	
33185*	1/14/2025	AP	1277	HEARTLAND BUSINESSES SYSTEM		4,453.93	
33186	1/14/2025	AP	99	HEARTLAND COOP		555.06	
33187	1/14/2025	AP	81	INDUSTRIAL CHEM LABS		907.42	
33188	1/14/2025	AP	1269	IOWA DEPT OF PUBLIC SAFETY		300.00	
33189	1/14/2025	AP	82	IOWA ONE CALL		36.10	
33190	1/14/2025	AP	116	JESTER INSURANCE SERVICE		282.00	
33191	1/14/2025	AP	228	JONES CREEK APPAREL		140.00	
33192	1/14/2025	AP	5	KONICA MINOLTA		35.20	
33193	1/14/2025	AP	707	LAURA KUNKEL		125.00	
33194	1/14/2025	AP	44	LOWE'S		347.50	

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits	
1 CHECKING-EARLHAM SAVINGS		BK#1						- continued -
33195	1/14/2025	AP	26	MATHESON TRI GAS INC		41.78		
33196	1/14/2025	AP	24	MIDAMERICAN ENERGY		3,396.65		
33197	1/14/2025	AP	722	MOTOROLA		1,980.00		
33198	1/14/2025	AP	289	OFFICE OF AUDITOR OF STATE		23,665.80		
33199	1/14/2025	AP	655	OMNISITE		594.00		
33200	1/14/2025	AP	1250	ORKIN		79.00		
33201	1/14/2025	AP	609	REGAN BERNHARDT		62.50		
33202	1/14/2025	AP	664	SHAE BERNHARDT		62.50		
33203	1/14/2025	AP	453	SHELLY JAMES		90.00		
33204	1/14/2025	AP	92	STIVERS FORD		49,433.00		
33205	1/14/2025	AP	487	THORPE WATER DEV CO		400.00		
33206	1/14/2025	AP	35	VEENSTRA & KIMM INC		18,379.62		
33207	1/14/2025	AP	4	VERIZON WIRELESS		951.23		
33208	1/14/2025	AP	22	WASTE CONNECTIONS		25,147.08		
33209	1/14/2025	AP	820	WASTE SOLUTIONS OF IA		162.00		
33210	1/14/2025	AP	180	WELLS FARGO CC		237.40		
33211	1/14/2025	AP	328	ZIEGLER INC		1,563.74		
33212	1/20/2025	AP	816	BOLTON & MENK INC		14,045.00		
33213	1/31/2025	PR	143	JOEL E AKERS		461.75		
33214	1/31/2025	PR	148	PAUL LATARE		315.84		
33215	1/31/2025	PR	161	EDITH A WESTFALL		461.75		
33217*	1/31/2025	PR	163	MICHAEL GRAEN		96.04		
124*	1/31/2025	GL					1,740.94	
152	1/17/2025	BK		L LEWIS ACH NSF		256.30		
4275	1/03/2025	PR	1	ELIZABETH I FAUST		2,795.76		
4276	1/03/2025	PR	69	MICHAEL A BROWN		2,229.52		
4277	1/03/2025	PR	120	EMMA G BACKSTROM		155.84		
4278	1/03/2025	PR	132	DREW A MCCOMBS		2,492.06		
4279	1/03/2025	PR	134	JESSICA S DRAKE		50.00		
4280	1/03/2025	PR	134	JESSICA S DRAKE		2,260.13		
4281	1/03/2025	PR	135	SHANE M LUVAAS		1,692.66		
4282	1/03/2025	PR	139	ANDREW E COOPER		1,833.00		
4283	1/03/2025	PR	140	JONATHA J BASYE		1,523.62		
4284	1/03/2025	PR	142	ADIN DELIC		1,908.80		
4285	1/03/2025	PR	149	JOAN R VON RUDEN KRUGER		396.67		
4286	1/03/2025	PR	157	SPENCER M LEONARD		1,417.99		
4287	1/03/2025	PR	158	SAM CHIA		1,418.65		
4288	1/03/2025	PR	159	LARAIN V CLIMER		1,367.91		
4293	1/17/2025	PR	1	ELIZABETH I FAUST		2,909.41		
4294	1/17/2025	PR	69	MICHAEL A BROWN		2,568.57		
4295	1/17/2025	PR	120	EMMA G BACKSTROM		90.96		
4296	1/17/2025	PR	125	MARK J SCHMITT		281.10		
4297	1/17/2025	PR	132	DREW A MCCOMBS		2,534.86		
4298	1/17/2025	PR	134	JESSICA S DRAKE		50.00		
4299	1/17/2025	PR	134	JESSICA S DRAKE		2,150.41		
4300	1/17/2025	PR	135	SHANE M LUVAAS		1,728.35		
4302	1/17/2025	PR	139	ANDREW E COOPER		1,771.22		
4303	1/17/2025	PR	140	JONATHA J BASYE		1,557.50		
4304	1/17/2025	PR	142	ADIN DELIC		1,954.71		
4305	1/17/2025	PR	146	CALE P MCCLAIN		83.31		
4306	1/17/2025	PR	149	JOAN R VON RUDEN KRUGER		610.52		
4307	1/17/2025	PR	157	SPENCER M LEONARD		1,426.59		

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1 CHECKING-EARLHAM SAVINGS BK#1			- continued -				
4308	1/17/2025	PR	158	SAM CHIA		1,456.55	
4309	1/17/2025	PR	159	LARAIN V CLIMER		1,378.51	
4310	1/31/2025	PR	1	ELIZABETH I FAUST		2,866.55	
4311	1/31/2025	PR	14	JERMEY FELDMAN		369.40	
4312	1/31/2025	PR	52	DARREN CAPPS		424.81	
4313	1/31/2025	PR	57	CRAIG M GREER		103.37	
4314	1/31/2025	PR	69	MICHAEL A BROWN		2,280.93	
4315	1/31/2025	PR	90	KARI R DAVIS		260.14	
4316	1/31/2025	PR	92	JOSEPH E HERMAN		1,847.00	
4317	1/31/2025	PR	96	JUSTIN B FYFE		369.40	
4318	1/31/2025	PR	108	JARIN R YOUNG		576.60	
4319	1/31/2025	PR	111	TRAVIS D BROTT		461.75	
4320	1/31/2025	PR	118	DAVID J JOHNSON		157.92	
4321	1/31/2025	PR	120	EMMA G BACKSTROM		92.93	
4322	1/31/2025	PR	125	MARK J SCHMITT		233.30	
4323	1/31/2025	PR	130	BLAKE T GROLMUS		461.75	
4324	1/31/2025	PR	132	DREW A MCCOMBS		2,534.86	
4325	1/31/2025	PR	133	PATRICK S TRIZILA		290.90	
4326	1/31/2025	PR	134	JESSICA S DRAKE		50.00	
4327	1/31/2025	PR	134	JESSICA S DRAKE		2,159.16	
4328	1/31/2025	PR	135	SHANE M LUYAAS		1,728.35	
4329	1/31/2025	PR	138	BRYAN A SICKELS		498.69	
4330	1/31/2025	PR	139	ANDREW E COOPER		1,715.48	
4331	1/31/2025	PR	140	JONATHA J BASYE		1,557.50	
4332	1/31/2025	PR	142	ADIN DELIC		1,787.07	
4333	1/31/2025	PR	144	JOSHUA J SCHUT		73.88	
4334	1/31/2025	PR	145	PATRICK D NORTON		83.11	
4335	1/31/2025	PR	149	JOAN R VON RUDEN KRUGER		646.54	
4336	1/31/2025	PR	157	SPENCER M LEONARD		1,426.59	
4337	1/31/2025	PR	158	SAM CHIA		1,431.25	
4338	1/31/2025	PR	159	LARAIN V CLIMER		1,378.51	
4339	1/31/2025	PR	160	QUINTON K PELZ		430.30	
11180222	11/22/2024	AP	59	EFTPS		7,862.07	
11180256	1/03/2025	AP	59	EFTPS		6,897.10	
11180271	1/14/2025	AP	912	WEX BANK		1,386.37	
11180273	1/13/2025	AP	461	MEDIACOM		674.35	
11180274	1/12/2025	AP	58	TREAS - ST OF IA SALES TX		1,594.16	
11180275	1/13/2025	AP	58	TREAS - ST OF IA SALES TX		7,737.81	
11180276	1/09/2025	AP	20	GATEHOUSE MEDIA IA HOLDINGS		45.40	
11180277	1/02/2025	AP	1244	ELAN FINANCIAL - EBANK CC		539.69	
11180278	1/03/2025	AP	10	WELLMARK		14,552.24	
11180279	1/03/2025	AP	18	DELTA DENTAL		923.26	
11180280	1/07/2025	AP	19	THE HARTFORD		502.09	
11180281	1/17/2025	AP	59	EFTPS		7,214.27	
11180282	1/17/2025	AP	20	GATEHOUSE MEDIA IA HOLDINGS		481.00	
11180283	1/15/2025	AP	384	EARLHAM SAVINGS BANK		25.00	
11180284	1/21/2025	AP	20	GATEHOUSE MEDIA IA HOLDINGS		46.00	
11180285	1/10/2025	AP	550	FORTE		367.77	
11180286	1/10/2025	AP	550	FORTE		22.10	
11180287	1/31/2025	AP	56	IPERS		14,034.51	
11180288	1/31/2025	AP	57	TREAS - STATE OF IOWA W/H		2,617.13	
11180289	1/31/2025	AP	59	EFTPS		8,274.38	

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits	
-----								
1	CHECKING-EARLHAM SAVINGS	BK#1						- continued -
11180290	1/31/2025	AP	887	AFLAC		301.32		
11180291	1/27/2025	AP	58	TREAS - ST OF IA SALES TX		287.76		
11180300	1/17/2025	AP	20	GATEHOUSE MEDIA IA HOLDINGS		38.80		
Fund Description								
-----								
001	GENERAL					221,491.15	87,766.03	
059	PARK OPERATIONS					5,433.64	21,552.10	
060	GAS/ELEC FRANCHSIE FEE						13,974.78	
110	ROAD USE TAX					8,449.97	17,632.88	
112	EMPLOYEE BENEFITS						874.88	
119	EMERGENCY FUND							
121	LOCAL OPTION SALES TAX						47,058.60	
125	TIF - GENERAL						672.98	
182	LIBRARY TRUST FUND					8,135.92		
200	DEBT SERVICE						78.23	
315	MASTER TRAILS PROJECT					16,422.50		
330	WATER SUPPLY IMPROVEMENTS					2,223.48		
340	MICROSOFT CAPITAL IMPROVE					8,506.00		
600	WATER					32,988.53	21,676.23	
610	SEWER					29,242.01	11,890.46	
	Fund Grand Total					332,893.20	223,177.17	
						Ending Statement Balance	4,486,697.99	

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
1	CHECKING-EARLHAM SAVINGS	BK#1				Beginning Statement Balance	4,559,921.99
				138 Credit Transactions		333,149.50	
				73 Debit Transactions			259,925.50
						Ending Statement Balance	4,486,697.99

**BALANCE SHEET**  
**CALENDAR 1/2025, FISCAL 7/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	167,998.67	11,884.75
049-000-1110	CHECKING - VEHICLE INSPECTION	38,491.91	
051-000-1110	CHECKING - LIBRARY BUILDING	1,639.42	
052-000-1110	CHECKING - PW VEHICLE REPLACE		7,000.00
053-000-1110	CHECKING - FD VEHICLE REPLACE	331,900.00	349,944.93
055-000-1110	CHECKING - 1ST RES VEHICLE REP	40.17-	
056-000-1110	CHECKING - TECHNOLOGY REPLACE	5,000.00-	
059-000-1110	PARK OPS CHECKING	37,886.64	94,224.17-
060-000-1110	CHECKING	186,025.22-	166,976.98
110-000-1110	CHECKING - ROAD USE TAX	84,295.45-	235,462.62
112-000-1110	CHECKING - EMPLOYEE BENEFITS	1,398.92	90,594.54
119-000-1110	CHECKING - EMERGENCY FUND	36,310.17-	
121-000-1110	CHECKING - L.O.S.T.	330,433.31-	447,222.81
125-000-1110	CHECKING - TIF GENERAL	21,837.02-	314,412.10
129-000-1110	CHECKING - TIF LMI		274,270.22
180-000-1110	CHECKING - PARK/REC TRUST	14,211.32	
181-000-1110	CHECKING - REC TRUST	35,099.42-	
182-000-1110	CHECKING - LIBRARY TRUST	7,270.14-	23,627.55
200-000-1110	CHECKING - DEBT SERVICE	78.23	220,343.09
305-000-1110	CASH	591,117.06	590,117.06
310-000-1110	CASH	237,117.06-	
315-000-1110	CASH	16,422.50-	16,422.50-
320-000-1110	CASH - CAPTIAL IMPROVE OTHER	133,169.85-	
330-000-1110	CHECKING WATER SUPPLY IMPROV	2,223.48-	783,813.51
340-000-1110	CASH-MICROSOFT CAPITAL IMPRPOV	8,506.00-	74,366.47-
500-000-1110	CHECKING - PERPETUAL CARE	32,010.00-	
600-000-1110	CHECKING - WATER	2,204.62	794,737.78
606-000-1110	CHECKING - WATER MAIN PROJ	35,564.79-	
610-000-1110	CHECKING - SEWER	21,521.29-	351,620.53
612-000-1110	CHECKING - LAGOON DEBT SERVICE	20,000.00	
620-000-1110	CASH	100,270.65-	
	CASH TOTAL	86,189.73-	4,477,015.33
001-000-1120	PETTY CASH		100.00
059-000-1120	PETTY CASH		200.00
600-000-1120	PETTY CASH		30.00
	PETTY CASH TOTAL	.00	330.00
001-000-1150	IPAIT - GENERAL	430.69	121,717.65
125-000-1150	IPAIT	324.71	91,756.11
182-000-1150	IPAIT	64.47	18,250.41
610-000-1150	IPAIT	117.23	33,120.69
	IPAIT TOTAL	937.10	264,844.86
125-000-1160	SAVINGS/CD'S		145.89-



**BALANCE SHEET**  
**CALENDAR 1/2025, FISCAL 7/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	SAVINGS/CD'S TOTAL	.00	145.89-
	TOTAL CASH	===== 85,252.63- =====	===== 4,742,044.30 =====

**BANK CASH REPORT**  
2025

BANK NAME FUND GL NAME	DECEMBER CASH BALANCE	JANUARY RECEIPTS	JANUARY DISBURSMENTS	JANUARY CASH BALANCE	OUTSTANDING TRANSACTIONS	JAN BANK BALANCE
CHECKING-EARLHAM SAVINGS BK#1						
-----						
BANK CHECKING-EARLHAM SAVINGS BK#1						4,486,697.99
001 CHECKING - GENERAL	156,113.92-	585,892.28	417,893.61	11,884.75	4,522.50	
049 CHECKING - VEHICLE INSPECTION	38,491.91-	38,491.91	0.00	0.00		
051 CHECKING - LIBRARY BUILDING	1,639.42-	1,639.42	0.00	0.00		
052 CHECKING - PW VEHICLE REPLACE	7,000.00	0.00	0.00	7,000.00		
053 CHECKING - FD VEHICLE REPLACE	18,044.93	452,000.00	120,100.00	349,944.93		
054 CHECKING - POLICE VEHICLE REP	0.00	0.00	0.00	0.00		
055 CHECKING - 1ST RES VEHICLE REP	40.17	0.00	40.17	0.00		
056 CHECKING - TECHNOLOGY REPLACE	5,000.00	0.00	5,000.00	0.00		
057 CHECKING - BUILDING REPAIR RES	0.00	0.00	0.00	0.00		
058 CHECKING - FARMERS MARKET	0.00	0.00	0.00	0.00		
059 PARK OPS CHECKING	132,110.81-	65,144.97	27,258.33	94,224.17-	1,441.27	
060 CHECKING	353,002.20	13,974.78	200,000.00	166,976.98		
110 CHECKING - ROAD USE TAX	319,758.07	404.23	84,699.68	235,462.62	445.89	
112 CHECKING - EMPLOYEE BENEFITS	89,195.62	874.88	524.04-	90,594.54		
119 CHECKING - EMERGENCY FUND	36,310.17	0.00	36,310.17	0.00		
121 CHECKING - L.O.S.T.	777,656.12	47,058.60	377,491.91	447,222.81		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
125 CHECKING - TIF GENERAL	336,249.12	672.98	22,510.00	314,412.10		
126 CHECKING - TIF WH PINES SUBDIV	0.00	0.00	0.00	0.00		
127 CHECKING - TIF POLK CO BANK	0.00	0.00	0.00	0.00		
128 CHECKING - TIF STANDBROUGH	0.00	0.00	0.00	0.00		
129 CHECKING - TIF LMI	274,270.22	0.00	0.00	274,270.22		
180 CHECKING - PARK/REC TRUST	14,211.32-	22,058.33	7,847.01	0.00		
181 CHECKING - REC TRUST	35,099.42	0.00	35,099.42	0.00		
182 CHECKING - LIBRARY TRUST	30,897.69	858.31	8,128.45	23,627.55	1,000.49	
183 CASH	0.00	0.00	0.00	0.00		
184 CHECKING - CDBG HOUSING PROJ	0.00	0.00	0.00	0.00		
185 CHECKING - REC CAPITAL	0.00	0.00	0.00	0.00		
186 CHECKING - SITE CERT/WA	0.00	0.00	0.00	0.00		
200 CHECKING - DEBT SERVICE	220,264.86	78.23	0.00	220,343.09		
205 CHECKING - WATER DEBT SERVICE	0.00	0.00	0.00	0.00		
213 CHECKING - DEBT SERVICE-LIFT	0.00	0.00	0.00	0.00		
240 CASH	0.00	0.00	0.00	0.00		
300 CHECKING - SIDEWALK PROJECT	0.00	0.00	0.00	0.00		
305 CASH	1,000.00-	591,117.06	0.00	590,117.06		
310 CASH	237,117.06	0.00	237,117.06	0.00		
315 CASH	0.00	0.00	16,422.50	16,422.50-		
320 CASH - CAPTIAL IMPROVE OTHER	133,169.85	0.00	133,169.85	0.00		
325 CASH	0.00	0.00	0.00	0.00		
330 CHECKING WATER SUPPLY IMPROV	786,036.99	0.00	2,223.48	783,813.51		
335 CASH	0.00	0.00	0.00	0.00		
340 CASH-MICROSOFT CAPITAL IMPRPOV	65,860.47-	0.00	8,506.00	74,366.47-		
345 CASH	0.00	0.00	0.00	0.00		
350 CASH	0.00	0.00	0.00	0.00		
500 CHECKING - PERPETUAL CARE	32,010.00	0.00	32,010.00	0.00		
600 CHECKING - WATER	792,533.16	39,697.87	37,493.25	794,737.78	4,093.59	
606 CHECKING - WATER MAIN PROJ	35,564.79	0.00	35,564.79	0.00		
610 CHECKING - SEWER	373,141.82	26,357.64	47,878.93	351,620.53	1,075.63	
612 CHECKING - LAGOON DEBT SERVICE	20,000.00-	20,000.00	0.00	0.00		
620 CASH	100,270.65	0.00	100,270.65	0.00		
PENDING CREDIT-CARD DEPOSITS					1,696.85	

**BANK CASH REPORT  
2025**

BANK NAME FUND GL NAME	DECEMBER CASH BALANCE	JANUARY RECEIPTS	JANUARY DISBURSMENTS	JANUARY CASH BALANCE	OUTSTANDING TRANSACTIONS	JAN BANK BALANCE
DEPOSITS					1,199.86	
CHECKING-EARLHAM SAVINGS TOTAL	4,563,205.06	1,906,321.49	1,992,511.22	4,477,015.33	9,682.66	4,486,697.99
SAVINGS-WELLS FARGO BK#2						
BANK SAVINGS-WELLS FARGO BK#2						
001 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
056 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
SAVINGS-WELLS FARGO TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
IPAIT BK#3						
BANK IPAIT BK#3						264,844.86
001 IPAIT - GENERAL	121,286.96	430.69	0.00	121,717.65		
049 IPAIT	0.00	0.00	0.00	0.00		
051 IPAIT	0.00	0.00	0.00	0.00		
054 IPAIT	0.00	0.00	0.00	0.00		
057 IPAIT	0.00	0.00	0.00	0.00		
110 IPAIT	0.00	0.00	0.00	0.00		
125 IPAIT	91,431.40	324.71	0.00	91,756.11		
126 IPAIT	0.00	0.00	0.00	0.00		
127 IPAIT	0.00	0.00	0.00	0.00		
180 IPAIT	0.00	0.00	0.00	0.00		
182 IPAIT	18,185.94	64.47	0.00	18,250.41		
500 IPAIT	0.00	0.00	0.00	0.00		
610 IPAIT	33,003.46	117.23	0.00	33,120.69		
612 IPAIT	0.00	0.00	0.00	0.00		
IPAIT TOTALS	263,907.76	937.10	0.00	264,844.86	0.00	264,844.86
PETTY CASH BK#4						
BANK PETTY CASH BK#4						330.00
001 PETTY CASH	100.00	0.00	0.00	100.00		
059 PETTY CASH	200.00	0.00	0.00	200.00		
600 PETTY CASH	30.00	0.00	0.00	30.00		
PETTY CASH TOTALS	330.00	0.00	0.00	330.00	0.00	330.00
Earlham Savings Bank BK#5						
BANK Earlham Savings Bank BK#5						
049 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
051 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
054 SAVINGS/CD'S	0.00	0.00	0.00	0.00		
057 SAVINGS/CD'S	0.00	0.00	0.00	0.00		

**BANK CASH REPORT  
2025**

FUND GL	BANK NAME	DECEMBER CASH BALANCE	JANUARY RECEIPTS	JANUARY DISBURSMENTS	JANUARY CASH BALANCE	OUTSTANDING TRANSACTIONS	JAN BANK BALANCE
125	SAVINGS/CD'S	145.89-	0.00	0.00	145.89-		
	INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
	INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
180	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
182	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
500	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
	INVALID GL ACCT NUMBER	0.00	0.00	0.00	0.00		
612	SAVINGS/CD'S	0.00	0.00	0.00	0.00		
Earlham Savings Bank TOTALS		145.89-	0.00	0.00	145.89-	0.00	145.89-
WARNING - BANK TOTALS DO NOT EQUAL THE GENERAL LEDGER ACCOUNT TOTALS						DIFFERENCE -->	145.89-
TOTAL OF ALL BANKS		4,827,296.93	1,907,258.59	1,992,511.22	4,742,044.30	9,682.66	4,751,726.96

**TREASURER'S REPORT**  
**CALENDAR 1/2025, FISCAL 7/2025**

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	34,726.96-	582,255.54	414,152.80	326.62	133,702.40
049 VEHICLE INSPECTION FUND	38,491.91-	38,491.91			
051 LIBRARY BUILDING FUND	1,639.42-	1,639.42			
052 PW-VEHICLE REPLACEMENT	7,000.00				7,000.00
053 FD-VEHICLE REPLACEMENT	18,044.93	452,000.00	120,100.00		349,944.93
054 PD - VEHICLE REPLACEMENT					
055 VEHICLE REPLACEMENT-FIR	40.17		40.17		
056 TECHNOLOGY REPLACEMENT-	5,000.00		5,000.00		
057 BUILDING REPAIR RESERVE					
058 FARMERS MARKET					
059 PARK OPERATIONS	131,910.81-	64,498.53	26,611.89		94,024.17-
060 GAS/ELEC FRANCHISE FEE	353,002.20	13,974.78	200,000.00		166,976.98
110 ROAD USE TAX	319,758.07		84,295.45		235,462.62
112 EMPLOYEE BENEFITS	89,195.62	874.88	524.04-		90,594.54
119 EMERGENCY FUND	36,310.17		36,310.17		
121 LOCAL OPTION SALES TAX	777,656.12	47,058.60	377,491.91		447,222.81
125 TIF - GENERAL	427,534.63	997.69	22,510.00		406,022.32
126 TIF-WH PINES SUBDIVISION					
127 TIF-POLK CO. BANK					
128 TIF-STANDBROUGH					
129 LMI TIF ONLY	274,270.22				274,270.22
180 PARK TRUST FUND	14,211.32-	22,058.33	7,847.01		
181 REC TRUST	35,099.42		35,099.42		
182 LIBRARY TRUST FUND	49,083.63	64.47	7,270.14		41,877.96
183 VM COMMUNITY BETTERMENT					
184 CDBG/HOUSING PROJECT					
185 REC CAPITAL FUND					
186 SITE CERT/WA PROJECT					
200 DEBT SERVICE	220,264.86	78.23			220,343.09
205 DEBT SERVICE-WATER					
213 DEBT SERVICE-LIFT STATION					
240 DEBT SERVICE - MICROSOFT					
300 SIDEWALK CAPITAL PROJECT					
305 ARLINGTON ROAD RESURFAC	1,000.00-	591,117.06			590,117.06
310 TRINDLE CITY PROJECTS	237,117.06		237,117.06		
315 MASTER TRAILS PROJECT			16,422.50		16,422.50-
320 601 MUNICIPAL BUILDING	133,169.85		133,169.85		
325 WATER MAIN REPLACEMENT P1					
330 WATER SUPPLY IMPROVEMEN	786,036.99		2,223.48		783,813.51
335 WATER TREATMENT FACILITY					
340 MICROSOFT CAPITAL IMPRO	65,860.47-		8,506.00		74,366.47-
345 WATER MAIN REPLACEMENT P2					
350 GRAND RIDGE ESTATES PARK					
500 CEMETARY-PERPETUAL CARE	32,010.00		32,010.00		
600 WATER	792,563.16	35,398.05	33,231.20	37.77	794,767.78
606 WATER MAIN PROJECT	35,564.79		35,564.79		
610 SEWER	406,145.28	26,387.65	47,829.48	37.77	384,741.22
612 DEBT SERVICE-SEWER LAGO	20,000.00-	20,000.00			
620 CARES ACT PROJECT FUND	100,270.65		100,270.65		
Report Total	4,827,296.93	1,896,895.14	1,982,549.93	402.16	4,742,044.30

**REVENUE REPORT**  
**CALENDAR 1/2025, FISCAL 7/2025**

**PCT OF FISCAL YTD 58.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	2,219,954.30	582,255.54	1,359,731.42	61.25	860,222.88
	VEHICLE INSPECTION FUND TOTAL	35,568.00	38,491.91	39,167.73	110.12	3,599.73-
	LIBRARY BUILDING FUND TOTAL	1,661.00	1,639.42	1,660.06	99.94	.94
	PW-VEHICLE REPLACEMENT TOTAL	11,580.00	.00	.00	.00	11,580.00
	FD-VEHICLE REPLACEMENT TOTAL	452,000.00	452,000.00	452,000.00	100.00	.00
	PD - VEHICLE REPLACEMENT TOTA	99.00	.00	98.88	99.88	.12
	BUILDING REPAIR RESERVE TOTAL	150.00	.00	52.88	35.25	97.12
	PARK OPERATIONS TOTAL	.00	64,498.53	96,606.17	.00	96,606.17-
	GAS/ELEC FRANCHSIE FEE TOTAL	82,000.00	13,974.78	47,020.61	57.34	34,979.39
	ROAD USE TAX TOTAL	216,000.00	.00	107,390.40	49.72	108,609.60
	EMPLOYEE BENEFITS TOTAL	290,000.00	874.88	158,504.60	54.66	131,495.40
	EMERGENCY FUND TOTAL	9.00	.00	8.89	98.78	.11
	LOCAL OPTION SALES TAX TOTAL	430,000.00	47,058.60	247,455.07	57.55	182,544.93
	TIF - GENERAL TOTAL	600,986.00	997.69	463,374.36	77.10	137,611.64
	TIF-WH PINES SUBDIVISION TOTA	703.00	.00	702.48	99.93	.52
	TIF-POLK CO. BANK TOTAL	176.00	.00	175.40	99.66	.60
	LMI TIF ONLY TOTAL	4,008.00	.00	4,008.22	100.01	.22-

**REVENUE REPORT**  
**CALENDAR 1/2025, FISCAL 7/2025**

**PCT OF FISCAL YTD 58.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	PARK TRUST FUND TOTAL	362.00	22,058.33	22,420.32	6,193.46	22,058.32-
	LIBRARY TRUST FUND TOTAL	.00	64.47	137,828.13	.00	137,828.13-
	DEBT SERVICE TOTAL	257,301.00	78.23	244,643.13	95.08	12,657.87
	ARLINGTON ROAD RESURFACE TOTA	592,000.00	591,117.06	591,117.06	99.85	882.94
	MASTER TRAILS PROJECT TOTAL	685,000.00	.00	.00	.00	685,000.00
	601 MUNICIPAL BUILDING TOTAL	536,822.00	.00	536,146.62	99.87	675.38
	WATER SUPPLY IMPROVEMENTS TOTA	600,000.00	.00	.00	.00	600,000.00
	MICROSOFT CAPITAL IMPROVE TOTA	7,000,000.00	.00	.00	.00	7,000,000.00
	CEMETARY-PERPETUAL CARE TOTAL	.00	.00	359.93	.00	359.93-
	WATER TOTAL	524,110.00	35,398.05	304,782.93	58.15	219,327.07
	SEWER TOTAL	385,500.00	26,387.65	207,962.47	53.95	177,537.53
	DEBT SERVICE-SEWER LAGOON TOTA	20,000.00	20,000.00	20,605.75	103.03	605.75-
	TOTAL REVENUE BY FUND	<u>14,945,989.30</u>	<u>1,896,895.14</u>	<u>5,043,823.51</u>	<u>33.75</u>	<u>9,902,165.79</u>

**BUDGET REPORT**  
**CALENDAR 1/2025, FISCAL 7/2025**

**PCT OF FISCAL YTD 58.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	2,288,613.00	414,152.80	1,232,115.05	53.84	1,056,497.95
	VEHICLE INSPECTION FUND TOTAL	.00	.00	41,188.83	.00	41,188.83-
	LIBRARY BUILDING FUND TOTAL	17,430.00	.00	17,400.11	99.83	29.89
	FD-VEHICLE REPLACEMENT TOTAL	120,100.00	120,100.00	120,100.00	100.00	.00
	PD - VEHICLE REPLACEMENT TOTA	16,545.00	.00	16,544.58	100.00	.42
	VEHICLE REPLACEMENT-FIRST TOTA	1,156.00	40.17	1,155.24	99.93	.76
	TECHNOLOGY REPLACEMENT-LI TOTA	5,000.00	5,000.00	5,000.00	100.00	.00
	BUILDING REPAIR RESERVE TOTAL	3,211.00	.00	3,211.02	100.00	.02-
	FARMERS MARKET TOTAL	.00	.00	.00	.00	.00
	PARK OPERATIONS TOTAL	.00	26,611.89	127,401.13	.00	127,401.13-
	GAS/ELEC FRANCHSIE FEE TOTAL	200,000.00	200,000.00	200,000.00	100.00	.00
	ROAD USE TAX TOTAL	282,000.00	84,295.45	325,184.10	115.31	43,184.10-
	EMPLOYEE BENEFITS TOTAL	186,000.00	524.04-	2.22-	.00	186,002.22
	EMERGENCY FUND TOTAL	36,311.00	36,310.17	36,310.17	100.00	.83
	LOCAL OPTION SALES TAX TOTAL	837,462.00	377,491.91	837,461.80	100.00	.20
	TIF - GENERAL TOTAL	209,098.00	22,510.00	209,076.60	99.99	21.40
	TIF-WH PINES SUBDIVISION TOTA	138,719.00	.00	138,717.78	100.00	1.22



**BUDGET REPORT**  
**CALENDAR 1/2025, FISCAL 7/2025**

**PCT OF FISCAL YTD 58.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TIF-POLK CO. BANK TOTAL	79,318.00	.00	79,317.48	100.00	.52
	TIF-STANDBROUGH TOTAL	36,451.00	.00	36,450.64	100.00	.36
	PARK TRUST FUND TOTAL	22,059.00	7,847.01	29,905.34	135.57	7,846.34-
	REC TRUST TOTAL	35,100.00	35,099.42	35,099.42	100.00	.58
	LIBRARY TRUST FUND TOTAL	.00	7,270.14	125,398.32	.00	125,398.32-
	SITE CERT/WA PROJECT TOTAL	18,171.00	.00	18,170.62	100.00	.38
	DEBT SERVICE TOTAL	248,000.00	.00	24,300.00	9.80	223,700.00
	ARLINGTON ROAD RESURFACE TOTA	618,500.00	.00	1,000.00	.16	617,500.00
	TRINDLE CITY PROJECTS TOTAL	237,118.00	237,117.06	237,117.06	100.00	.94
	MASTER TRAILS PROJECT TOTAL	787,500.00	16,422.50	16,422.50	2.09	771,077.50
	601 MUNICIPAL BUILDING TOTAL	698,681.00	133,169.85	661,647.62	94.70	37,033.38
	WATER SUPPLY IMPROVEMENTS TOTA	900,500.00	2,223.48	135,504.08	15.05	764,995.92
	MICROSOFT CAPITAL IMPROVE TOTA	6,880,000.00	8,506.00	74,366.47	1.08	6,805,633.53
	CEMETARY-PERPETUAL CARE TOTAL	41,749.00	32,010.00	41,748.21	100.00	.79
	WATER TOTAL	438,348.00	33,231.20	324,947.75	74.13	113,400.25
	WATER MAIN PROJECT TOTAL	35,565.00	35,564.79	35,564.79	100.00	.21
	SEWER TOTAL	296,720.00	47,829.48	249,220.52	83.99	47,499.48

**BUDGET REPORT**  
**CALENDAR 1/2025, FISCAL 7/2025**

**PCT OF FISCAL YTD 58.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	DEBT SERVICE-SEWER LAGOON TOTA	.00	.00	36,907.30	.00	36,907.30-
	CARES ACT PROJECT FUND TOTAL	100,271.00	100,270.65	100,270.65	100.00	.35
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		15,815,696.00	1,982,549.93	5,574,222.96	35.24	10,241,473.04
		=====	=====	=====	=====	=====

**BUDGET REPORT**  
**CALENDAR 1/2025, FISCAL 7/2025**

**PCT OF FISCAL YTD 58.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	464,695.00	94,712.66	267,988.43	57.67	196,706.57
	EMERGENCY MANAGEMENT TOTAL	650.00	12.68	90.56	13.93	559.44
	FIRE TOTAL	210,620.00	9,587.82	57,271.23	27.19	153,348.77
	AMBULANCE TOTAL	23,580.00	1,328.22	7,721.19	32.74	15,858.81
	<b>PUBLIC SAFETY TOTAL</b>	<b>699,545.00</b>	<b>105,641.38</b>	<b>333,071.41</b>	<b>47.61</b>	<b>366,473.59</b>
	ROADS, BRIDGES, SIDEWALKS TOTA	394,176.00	14,320.75	334,594.94	84.88	59,581.06
	STREET LIGHTING TOTAL	3,000.00	1,252.31	2,679.18	89.31	320.82
	SNOW REMOVAL TOTAL	8,400.00	452.24	4,664.67	55.53	3,735.33
	GARBAGE TOTAL	148,400.00	33,172.65	96,434.48	64.98	51,965.52
	<b>PUBLIC WORKS TOTAL</b>	<b>553,976.00</b>	<b>49,197.95</b>	<b>438,373.27</b>	<b>79.13</b>	<b>115,602.73</b>
	LIBRARY TOTAL	181,793.00	16,837.23	121,616.52	66.90	60,176.48
	PARKS TOTAL	12,843.00	530.28	2,689.91	20.94	10,153.09
	RECREATION TOTAL	165,093.00	9,457.53	114,655.24	69.45	50,437.76
	CEMETERY TOTAL	69,643.00	140.00	67,560.33	97.01	2,082.67
	FARMERS MARKET TOTAL	.00	300.00-	300.00-	.00	300.00
	<b>CULTURE &amp; RECREATION TOTAL</b>	<b>429,372.00</b>	<b>26,665.04</b>	<b>306,222.00</b>	<b>71.32</b>	<b>123,150.00</b>
	ECONOMIC DEVELOPMENT TOTAL	59,300.00	1,115.85	16,806.45	28.34	42,493.55
	PLANNING & ZONING TOTAL	151,000.00	6,460.80	75,765.33	50.18	75,234.67
	<b>COMMUNITY &amp; ECONOMIC DEV TOTA</b>	<b>210,300.00</b>	<b>7,576.65</b>	<b>92,571.78</b>	<b>44.02</b>	<b>117,728.22</b>
	MAYOR/COUNCIL/CITY MGR TOTAL	29,075.00	6,868.30	14,922.88	51.33	14,152.12
	CLERK/TREASURER/ADM TOTAL	199,825.00	29,814.97	113,522.89	56.81	86,302.11
	LEGAL SERVICES/ATTORNEY TOTAL	68,500.00	16,081.95	69,003.77	100.74	503.77-
	CITY HALL/GENERAL BLDGS TOTAL	68,000.00	601.67	4,673.90	6.87	63,326.10
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>365,400.00</b>	<b>53,366.89</b>	<b>202,123.44</b>	<b>55.32</b>	<b>163,276.56</b>
	DEBT SERVICES TOTAL	248,000.00	.00	24,300.00	9.80	223,700.00
	<b>DEBT SERVICE TOTAL</b>	<b>248,000.00</b>	<b>.00</b>	<b>24,300.00</b>	<b>9.80</b>	<b>223,700.00</b>
	CAPITAL PROJECTS TOTAL	9,752,011.00	27,151.98	755,770.82	7.75	8,996,240.18
	<b>CAPITAL PROJECTS TOTAL</b>	<b>9,752,011.00</b>	<b>27,151.98</b>	<b>755,770.82</b>	<b>7.75</b>	<b>8,996,240.18</b>
	WATER TOTAL	403,423.00	33,231.20	290,022.75	71.89	113,400.25
	SEWER/SEWAGE DISPOSAL TOTAL	276,720.00	27,829.48	229,220.52	82.83	47,499.48

**BUDGET REPORT**  
**CALENDAR 1/2025, FISCAL 7/2025**

PCT OF FISCAL YTD **58.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	ENTERPRISE FUNDS TOTAL	680,143.00	61,060.68	519,243.27	76.34	160,899.73
	TRANSFERS IN/OUT TOTAL	2,876,949.00	1,651,889.36	2,902,546.97	100.89	25,597.97-
	TRANSFER OUT TOTAL	2,876,949.00	1,651,889.36	2,902,546.97	100.89	25,597.97-
	TOTAL EXPENSES	15,815,696.00	1,982,549.93	5,574,222.96	35.24	10,241,473.04

**OUTSTANDING TRANSACTION REGISTER**  
1/01/2025 TO 1/31/2025

MOD CODE	BANK NO	NAME	DATE	PERIOD	VEND/EMPL	OTHER NUMB	DEPOSITS	CHECKS AND WITHDRAWALS	RECONCILING	VOIDED	MANUAL
1 CHECKING-EARLHAM SAVINGS BK#1 STATEMENT DATE: 1/31/2025											
RM DEP	8318708		1/17/25	07/25	DEPOSIT		1,639.42				
AP CHK	33161		1/14/25	07/25	AINSLEY WATSON			185.00			
AP CHK	33167		1/14/25	07/25	AVEY WATSON			20.00			
AP CHK	33173		1/14/25	07/25	COLLABORATIVE SUMMER READ			625.05			
PR CHK	33216		1/31/25	07/25	ALLEN, JACKSON			299.21			
AP ETR	11180272		1/06/25	07/25	IOWA STATE UNIVERSITY			64.00			MANUAL
AP ETR	11180292		1/30/25	07/25	GANNET PUBLISHING			58.00			MANUAL
AP ETR	11180293		1/31/25	07/25	IPERS			2,395.02			MANUAL
AP ETR	11180294		1/31/25	07/25	TREAS - ST OF IA SALES TX			1,881.00			MANUAL
BANK TOTAL							1,639.42	5,527.28	.00		
DEPOSITS-CHECKS							3,887.86-				

BANK NO	DATE	JOURNAL	PENDING DEPOSITS	ADJUSTMENTS*
1	1/02/2025	RM 0084	498.15	.00
1	1/03/2025	RM 0095	795.12	.00
1	1/06/2025	RM 0108	102.93	.00
1	1/02/2025	RM 0087	498.15-	.00
1	1/03/2025	RM 0097	795.12-	.00
1	1/06/2025	RM 0112	102.93-	.00
1	1/08/2025	RM 0130	10,431.07	.00
1	1/09/2025	RM 0138	177.96	.00
1	1/08/2025	RM 0134	10,431.07-	.00
1	1/10/2025	RM 0148	368.82	.00
1	1/13/2025	RM 0161	675.74	.00
1	1/14/2025	RM 0178	708.61	.00
1	1/09/2025	RM 0142	177.96-	.00
1	1/10/2025	RM 0150	368.82-	.00
1	1/15/2025	RM 0199	762.31	.00
1	1/16/2025	RM 0204	404.32	.00
1	1/13/2025	RM 0173	675.74-	.00
1	1/14/2025	RM 0180	708.61-	.00
1	1/15/2025	RM 0201	762.31-	.00
1	1/20/2025	RM 0230	276.37	.00
1	1/21/2025	RM 0238	123.91	.00
1	1/23/2025	RM 0245	88.41	.00
1	1/16/2025	RM 0211	404.32-	.00
1	1/20/2025	RM 0233	276.37-	.00
1	1/21/2025	RM 0240	123.91-	.00
1	1/29/2025	RM 0276	388.05	.00
1	1/23/2025	RM 0247	88.41-	.00
1	1/30/2025	RM 0285	570.43	.00
1	1/31/2025	RM 0289	521.27	49.16
1	1/31/2025	RM 0296	1,126.42	.00
1	1/29/2025	RM 0279	388.05-	.00
1	1/31/2025	RM 0296	521.27-	.00
BANK TOTAL			1,696.85	49.16

# OUTSTANDING TRANSACTION REGISTER

1/01/2025 TO 1/31/2025

MOD CODE	BANK NO NUMBER	DATE	PERIOD	VEND/EMPL	OTHER NUMB	DEPOSITS	CHECKS AND WITHDRAWALS	RECONCILING	VOIDED	MANUAL
----------	-------------------	------	--------	-----------	------------	----------	---------------------------	-------------	--------	--------

REPORT TOTAL					-----	1,696.85				
--------------	--	--	--	--	-------	----------	--	--	--	--

\*Adjustments include fees and returns that reduce GWorks Payments Deposits.

*IPAIT*

Transaction No	Date	Mod	Emp1/Vend	Vendor/Employee Name	Other No	Checks	Deposits
3 IPAIT							
							BK#3
							Beginning Statement Balance
							263,907.76
55	1/31/2025	GL					937.10

Fund Description

001	GENERAL	430.69
125	TIF - GENERAL	324.71
182	LIBRARY TRUST FUND	64.47
610	SEWER	117.23
	Fund Grand Total	937.10

Ending Statement Balance 264,844.86

Transaction No	Date	Mod	Empl/Vend	Vendor/Employee Name	Other No	Checks	Deposits
3		IPAIT	BK#3				
						Beginning Statement Balance	263,907.76
				Credit Transactions			
				1 Debit Transactions			937.10
						Ending Statement Balance	264,844.86



ACCOUNT NUMBER	ACCOUNT NAME	RCPT DATE	REFERENCE	CHK/CRD#	OTHER INFO	DEBITS	CREDITS
001-000-1150	IPAIT - GENERAL	13125	IPAIT INTEREST		IPAIT	430.69	.00
001-950-4300	INTERST	13125	IPAIT INTEREST		IPAIT	.00	430.69
125-000-1150	IPAIT	13125	IPAIT INTEREST		IPAIT	324.71	.00
125-950-4300	INTEREST	13125	IPAIT INTEREST		IPAIT	.00	324.71
182-000-1150	IPAIT	13125	IPAIT INTEREST		IPAIT	64.47	.00
182-950-4300	INTEREST	13125	IPAIT INTEREST		IPAIT	.00	64.47
610-000-1150	IPAIT	13125	IPAIT INTEREST		IPAIT	117.23	.00
610-950-4300	INTEREST	13125	IPAIT INTEREST		IPAIT	.00	117.23
TOTALS						937.10	937.10
BANK 3 TOTAL INTEREST PAYMENT						937.10	

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
001-000-1150	IPAIT - GENERAL	430.69	.00	430.69
001-950-4300	INTERST	.00	430.69	430.69-
125-000-1150	IPAIT	324.71	.00	324.71
125-950-4300	INTEREST	.00	324.71	324.71-
182-000-1150	IPAIT	64.47	.00	64.47
182-950-4300	INTEREST	.00	64.47	64.47-
610-000-1150	IPAIT	117.23	.00	117.23
610-950-4300	INTEREST	.00	117.23	117.23-

TRANSACTION TOTALS	937.10	937.10	.00
--------------------	--------	--------	-----

FUND	NAME	DEBITS	CREDITS
001	GENERAL	430.69	430.69
125	TIF - GENERAL	324.71	324.71
182	LIBRARY TRUST FUND	64.47	64.47
610	SEWER	117.23	117.23
TOTALS		937.10	937.10

**City of Van Meter**

**January 2025**

	<b>Single Family New Construction</b>	<b>Single Family Improvements</b>	<b>Multi-Family Residential New Construction</b>	<b>Multi-Family Residential Improvements</b>	<b>Commercial New Construction</b>	<b>Commercial Improvements</b>
<b># of Permits Issued</b>	1	3	0	0	0	2
<b>Valuation</b>	\$ 240,705.00	\$ 53,188.00	\$ -	\$ -	\$ -	\$ 2,500.00



# IPAIT Monthly Statement

City of Van Meter

**Please Note:**

THE FUND WILL BE CLOSED FEBRUARY 17TH IN OBSERVANCE OF THE PRESIDENTS' DAY HOLIDAY

## Activity Summary (39010-106) General

1/1/2025 - 1/31/2025

<b>Investment Pool Summary</b>	<b>Diversified</b>
Beginning Balance	\$263,907.76
Dividends	\$937.10
Purchases	\$0.00
Redemptions	\$0.00
Ending Balance	\$264,844.86
Average Monthly Rate	4.181%
Share Price	\$1.000
<b>Total</b>	<b>\$264,844.86</b>
<b>Total Fixed Income</b>	<b>\$0.00</b>
<b>Account Total</b>	<b>\$264,844.86</b>

### City of Van Meter

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

### Your PMA Representative

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



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

## Resolution #2025-20

### "A Resolution Setting the Date of Public Hearing for the FY26 Property Tax Levy Hearing"

**Whereas**, notice of public hearing for the proposed FY26 Property Tax Levy hearing is required; and

**Whereas**, the hearing can be no earlier than March 20, 2025; now

**Therefore, Be It Resolved** by the Van Meter City Council that the Public Hearing for the FY26 Property Tax Levy Hearing is set for March 31, 2025 at 6:00pm at Van Meter City Hall located at 310 Mill Street, Van Meter, IA 50261; and

**Be it Further Resolved** that the City Clerk is directed to publish notice of the hearing as required by law as well as online at [www.vanmeteria.gov](http://www.vanmeteria.gov).

Passed and approved this 10th day of February, 2025.

\_\_\_\_\_  
Joe Herman, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST – Jessica Drake, City Clerk

\_\_\_\_\_  
Date

**CITY NAME:** NOTICE OF PUBLIC HEARING - CITY OF VAN METER - PROPOSED PROPERTY TAX LEVY **CITY #:** 25-239  
**VAN METER** Fiscal Year July 1, 2025 - June 30, 2026

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

**Meeting Date:** 3/31/2025 **Meeting Time:** 06:00 PM **Meeting Location:** Van Meter City Hall 310 Mill Street Van Meter, IA 50261

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)  
 www.vanmeteria.gov

City Telephone Number  
 (515) 996-2644

Iowa Department of Management	Current Year Certified Property Tax 2024 - 2025	Budget Year Effective Property Tax 2025 - 2026	Budget Year Proposed Property Tax 2025 - 2026
Taxable Valuations for Non-Debt Service	55,750,527	69,399,166	69,399,166
Consolidated General Fund	453,040	453,040	547,526
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	65,172	65,172	80,878
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	104,969	104,969	106,805
Other Employee Benefits	148,706	148,706	62,905
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	69,150,981	83,213,264	83,213,264
Debt Service	25,102	25,102	221,653
<b>CITY REGULAR TOTAL PROPERTY TAX</b>	<b>796,989</b>	<b>796,989</b>	<b>1,019,767</b>
<b>CITY REGULAR TAX RATE</b>	<b>14.20839</b>	<b>11.42408</b>	<b>14.16402</b>
Taxable Value for City Ag Land	1,689,639	1,715,985	1,715,985
Ag Land	5,075	5,075	5,155
<b>CITY AG LAND TAX RATE</b>	<b>3.00360</b>	<b>2.95749</b>	<b>3.00375</b>
<b>Tax Rate Comparison-Current VS. Proposed</b>			
Residential property with an Actual/Assessed Valuation of \$100,000/\$110,000	<b>Current Year Certified 2024/2025</b>	<b>Budget Year Proposed 2025/2026</b>	<b>Percent Change</b>
City Regular Residential	658	739	12.31
Commercial property with an Actual/Assessed Valuation of \$300,000/\$330,000	<b>Current Year Certified 2024/2025</b>	<b>Budget Year Proposed 2025/2026</b>	<b>Percent Change</b>
City Regular Commercial	2,906	3,302	13.63

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

**Reasons for tax increase if proposed exceeds the current:**

Proposed tax rate does not exceed the current tax rate.

## PUBLICATION DATE CALCULATOR

Earliest Publication Date 3/11/2025

Latest Publication Date 3/21/2025

Proposed Hearing Date **3/31/2025**

**Resolution #2025-21**

**"A Resolution to Appoint a Representative and Alternate Representative to the Mid-Iowa Planning Alliance"**

**Whereas**, the alliance was created to support economic and community development activities in the counties of Boone, Dallas, Jasper, Marion, Polk, Story and Warren; and

**Whereas**, MIPA has requested that participating entities appoint a representative and alternate representative to the Alliance; now

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

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

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

Passed and approved this 10th day of February, 2025.

\_\_\_\_\_  
Joe Herman, Mayor

\_\_\_\_\_  
ATTEST – Jessica Drake, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





Mid-Iowa Planning Alliance for  
Community Development  
939 Office Park Road · Suite 306  
West Des Moines, IA 50265 · 515-304-3524  
[www.midiowaplanning.org](http://www.midiowaplanning.org)

January 14, 2025

Mayor Joe Herman  
City of Van Meter  
PO Box 160  
Van Meter, IA 50261

RE: Calendar Year 2025 MIPA Representation

Dear Mayor Herman;

The Mid-Iowa Planning Alliance (MIPA) annually requests its members to appoint or to reappoint persons to represent their community or organization on the MIPA Board of Directors.

City of Van Meter, through MIPA's By-Laws, is entitled to one primary representative and to one alternate representative to the MIPA Board of Directors.

This correspondence is to request the names and contact information of each newly appointed or reappointed representative to the MIPA Board of Directors on the enclosed form. **Please return the forms to MIPA on or before February 14, 2025.**

Thank you for your assistance. If you have any questions regarding this request, please contact me by telephone at (515) 304-3524 or by e-mail at [acollings@midiowaplanning.org](mailto:acollings@midiowaplanning.org).

Respectfully yours,

Andrew Collings  
Executive Director



Supporting Community Development in  
Boone, Dallas, Jasper, Marion, Polk,  
Story, and Warren Counties.



Mid-Iowa Planning Alliance for  
Community Development  
939 Office Park Road · Suite 306  
West Des Moines, IA 50265 · 515-304-3524  
www.midiowaplanning.org

## Appointment Form: MIPA Board Representative

Please complete the following form naming your jurisdiction’s representative to the MIPA Board of Directors for Calendar Year 2025. Each member jurisdiction has one representative on the board. Member jurisdictions may also appoint alternates. Member jurisdictions will have the opportunity to renew or change board appointments at the end of each calendar year during the annual enrollment period.

Jurisdictions can appoint an elected official, staff member, or another designee to the MIPA Board of Directors.

### CY 2025 Representative Information

*(Please fill in all information to ensure our contact records are up to date)*

#### Primary Representative:

Name: Jessica Drake Title: City Clerk  
Address: 310 Mill Street, PO BOX 160  
City, State, Zip: Van Meter, IA 50261  
Email: jdrake@vanmeteria.gov Phone: 515-996-2644  
Jurisdiction/Agency: City of Van Meter

#### Alternate Representative:

Name: Liz Faust Title: City Administrator  
Address: 310 Mill Street, PO BOX 160  
City, State, Zip: Van Meter, IA 50261  
Email: lfaust@vanmeteria.gov Phone: 515-996-2644  
Jurisdiction/Agency: City of Van Meter

#### Alternate Representative:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Jurisdiction/Agency: \_\_\_\_\_

Please return this form affirming your board appointment via email to Andrew Collings at [acollings@midiowaplanning.org](mailto:acollings@midiowaplanning.org).



Supporting Community Development in  
Boone, Dallas, Jasper, Marion, Pottawatomie,  
Story, and Warren Counties.

# Agenda Item #8

## Presentation:

### FY24 Audit Overview

Auditors Robert Endriss and Mason Sander from Denman CPA will be in attendance to review the recently completed FY24 Audit report. There are certain items that have already been addressed including the issues pertaining to publication of minutes (switch to online submission and Des Moines Register), Employee Benefit Levy (reclassifications & will do a transfer from EE Ben. Fund to General), creation of a policy manual and more.

Overall, staffs experience with the FY24 audit was much more pleasant than years past. The process was much faster, more efficient and streamlined. Expectations were clear and communication was much better. The process was significantly faster than years past and much less disruptive to day to day operations than in prior years.

# Agenda Item #9

## Public Hearings

**a) - Proposed FY25 Budget Amendment - Amendment is largely due to public infrastructure improvements related economic development activities and city projects including road improvements, water improvements and sewer improvements.**

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

City Councilmember: \_\_\_\_\_ So moved.

City Councilmember: \_\_\_\_\_ Second.

Mayor: All in favor? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

**City Clerk:** Provides summary of matter for hearing.

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

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

City Councilmember: \_\_\_\_\_ So moved.

City Councilmember: \_\_\_\_\_ Second.

Mayor: All in favor? \_\_\_\_\_ Yes \_\_\_\_\_ No

Mayor: The public hearing is closed as of \_\_\_\_\_pm.

**b) - Proposed Development Agreement with Microsoft Corporation**

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

City Councilmember: \_\_\_\_\_ Second.

City Councilmember: \_\_\_\_\_ So moved.

Mayor: All in favor? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

**City Clerk:** Provides summary of matter for hearing.

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

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

City Councilmember: \_\_\_\_\_ So moved.

City Councilmember: \_\_\_\_\_ Second.

Mayor: All in favor? \_\_\_\_\_ Yes \_\_\_\_\_ No

Mayor: The public hearing is closed as of \_\_\_\_\_p.m.

**City Clerk:** Action needs to be taken regarding further consideration of the Development Agreement.

Mayor: I would entertain a motion regarding further consideration of the Development Agreement.

**Sample Motion:** I move that further consideration of the Development Agreement be adjourned to March 10, 2025 at 7:00p.m. at the Van Meter United Methodist Church located at 100 Hazel Street, Van Meter, IA 50261 at which time and place the City Council will meet to further consider the Development Agreement.

City Councilmember: \_\_\_\_\_ So moved.

City Councilmember: \_\_\_\_\_ Second.

Mayor: Roll Call Please.

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

**AFFIDAVIT OF PUBLICATION**

Jessica Drake  
ACCOUNTS PAYABLE  
City Of Van Meter  
Po Box 160

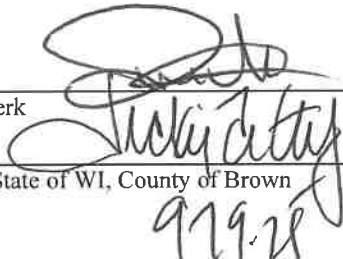
Van Meter IA 50261-0160

STATE OF WISCONSIN, COUNTY OF BROWN

The Des Moines Register and Tribune Company, a newspaper printed and published in the city of Des Moines, Polk County, State of Iowa, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

01/28/2025

and that the fees charged are legal.  
Sworn to and subscribed before on 01/28/2025

  
\_\_\_\_\_  
Legal Clerk  
\_\_\_\_\_  
Notary, State of WI, County of Brown  
9/29/25  
\_\_\_\_\_  
My commission expires

Publication Cost: \$197.20  
Tax Amount: \$0.00  
Payment Cost: \$197.20  
Order No: 10964988 # of Copies:  
Customer No: 842553 1  
PO #: Budget Amendment PH Notice

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

VICKY FELTY  
Notary Public  
State of Wisconsin

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of VAN METER

Fiscal Year July 1, 2024 - June 30, 2025

The City of VAN METER will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2025

**Meeting Date/Time:** 2/10/2025 07:00 PM

**Contact:** Jessica Drake

**Phone:** (515) 996-2644

**Meeting Location:** Van Meter United Methodist Church  
Fellowship Hall  
100 Hazel Street  
Van Meter, IA 50261

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	802,064	0	802,064
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	802,064	0	802,064
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	345,000	345,000
Other City Taxes	6	513,427	113,000	626,427
Licenses & Permits	7	66,075	41,000	107,075
Use of Money & Property	8	15,000	62,000	77,000
Intergovernmental	9	407,300	537,700	945,000
Charges for Service	10	2,467,611	-1,367,611	1,100,000
Special Assessments	11	1,400	0	1,400
Miscellaneous	12	37,000	413,000	450,000
Other Financing Sources	13	0	7,500,000	7,500,000
Transfers In	14	635,500	2,564,500	3,200,000
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>4,945,377</b>	<b>10,208,589</b>	<b>15,153,966</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	663,135	90,000	753,135
Public Works	17	841,400	-270,000	571,400
Health and Social Services	18	0	0	0
Culture and Recreation	19	396,500	-38,600	357,900
Community and Economic Development	20	162,000	47,300	209,300
General Government	21	350,500	7,000	357,500
Debt Service	22	251,400	0	251,400
Capital Projects	23	0	9,000,000	9,000,000
<b>Total Government Activities Expenditures</b>	<b>24</b>	<b>2,664,935</b>	<b>8,835,700</b>	<b>11,500,635</b>
Business Type/Enterprise	25	760,000	675,000	1,435,000
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>3,424,935</b>	<b>9,510,700</b>	<b>12,935,635</b>
Transfers Out	27	635,500	2,564,500	3,200,000
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>4,060,435</b>	<b>12,075,200</b>	<b>16,135,635</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>884,942</b>	<b>-1,866,611</b>	<b>-981,669</b>
Beginning Fund Balance July 1, 2024	30	4,614,558	0	4,614,558
<b>Ending Fund Balance June 30, 2025</b>	<b>31</b>	<b>5,499,500</b>	<b>-1,866,611</b>	<b>3,632,889</b>

**Explanation of Changes:** Increase in revenue is largely due to debt proceeds related to the Economic Development project with Microsoft as well as correcting a budget error to reflect TIF revenue to be received. Increases in expenses are largely due to public infrastructure projects (many due to projects relating the Economic Development project with Microsoft) including but not limited to road improvements, water main replacement, water system improvement design, and water treatment facility design.

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

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

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

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

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

Jessica Drake  
City Clerk

February 5, 2025

**Via Email**

Jessica Drake  
City Clerk/City Hall  
Van Meter, Iowa

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

Dear Jessica:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Microsoft Corporation, followed by a motion to adjourn action on the Development Agreement to the March 10<sup>th</sup> meeting.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings.

Please call John Danos or me with any questions.

Kind regards,

Amy Bjork

Attachment

cc: Liz Faust



HOLD HEARING ON DEVELOPMENT AGREEMENT

(Microsoft Corporation)

Van Meter, Iowa

420352-30

February 10, 2025

A meeting of the City Council of the City of Van Meter, Iowa, was held at 7:00 p.m., on February 10, 2025, at the Van Meter United Methodist Church, in the City, pursuant to the rules of the Council.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Microsoft Corporation had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

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

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

There being no further objections or comments, the Mayor announced that the hearing was closed.

It was moved by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ that further consideration of the Development Agreement be adjourned to March 10, 2025, at \_\_\_\_\_ p.m., at the \_\_\_\_\_, Van Meter, Iowa, at which time and place the City Council will meet to further consider such Development Agreement.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the said motion duly carried and the meeting was adjourned to the said time and place.

\_\_\_\_\_  
Mayor

Attest:

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

# Agenda Item #10

## Discussion and Consideration:

### Resolution #2025-22 Adoption of FY25 Budget Amendment for the City of Van Meter

#### Submitted for: **Discussion and Consideration**

The budget amendment is largely due to public infrastructure projects due to economic development activities and city projects including road improvements (F90 & Arlington Avenue), water improvements (Water Treatment Plant design, Water Main Replacement Phase 1, Water System improvements) and sewer improvements. A large portion of the expenses will be funded by debt proceeds relating to the Microsoft Economic Development project.

#### Recommendation: **Approval**

Sample Language: Motion to adopt Resolution #2025-22 to Approving a FY25 Budget Amendment for the City of Van Meter

City Councilmember: \_\_\_\_\_ ***So moved.***

City Councilmember: \_\_\_\_\_ ***Second.***

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

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

## Resolution #2025-22

### "A Resolution to Adopt a FY25 Budget Amendment for the City of Van Meter"

**WHEREAS**, the City Council of Van Meter, Iowa, has prepared a budget amendment for Fiscal Year 2025 (July 1, 2024 - June 30, 2025); and

**WHEREAS**, the City Clerk caused notice of the public hearing to be published in the Des Moines Register on January 28, 2025 and on the City's website ([www.vanmeteria.gov](http://www.vanmeteria.gov)) on February 3, 2025; and

**WHEREAS**, the City Council has held a public hearing to review said budget amendment and to receive written and oral comments or objections from the public to said budget amendment; and

**WHEREAS**, the budget amendment DOES NOT impact current property tax rates; and

**WHEREAS**, the budget amendment is necessary due to increased expenses related to public infrastructure projects funded by debt proceeds from certain economic development projects, proprietary funds and general revenue; and

**WHEREAS**, the City Council, pursuant to Chapter 384.16(5) of the Code, desires to adopt said budget amendment; now,

**THEREFORE, BE IT RESOLVED** by the City Council of Van Meter, Iowa, that the budget amendment for Fiscal Year 2025 is hereby adopted.

**BE IT FURTHER RESOLVED** that the City Clerk is directed to certify and file the budget amendment as adopted with the original affidavit of publication to the Dallas County Auditor.

Passed and approved this 10th day of February, 2025.

\_\_\_\_\_  
Joe Herman, Mayor

\_\_\_\_\_  
ATTEST – Jessica Drake, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of VAN METER  
Fiscal Year July 1, 2024 - June 30, 2025

The City of VAN METER will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2025

**Meeting Date/Time:** 2/10/2025 07:00 PM

**Contact:** Jessica Drake

**Phone:** (515) 996-2644

**Meeting Location:** Van Meter United Methodist Church  
Fellowship Hall  
100 Hazel Street  
Van Meter, IA 50261

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	802,064	0	802,064
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	802,064	0	802,064
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	0	345,000	345,000
Other City Taxes	6	513,427	113,000	626,427
Licenses & Permits	7	66,075	41,000	107,075
Use of Money & Property	8	15,000	62,000	77,000
Intergovernmental	9	407,300	537,700	945,000
Charges for Service	10	2,467,611	-1,367,611	1,100,000
Special Assessments	11	1,400	0	1,400
Miscellaneous	12	37,000	413,000	450,000
Other Financing Sources	13	0	7,500,000	7,500,000
Transfers In	14	635,500	2,564,500	3,200,000
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>4,945,377</b>	<b>10,208,589</b>	<b>15,153,966</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	663,135	90,000	753,135
Public Works	17	841,400	-270,000	571,400
Health and Social Services	18	0	0	0
Culture and Recreation	19	396,500	-38,600	357,900
Community and Economic Development	20	162,000	47,300	209,300
General Government	21	350,500	7,000	357,500
Debt Service	22	251,400	0	251,400
Capital Projects	23	0	9,000,000	9,000,000
Total Government Activities Expenditures	24	2,664,935	8,835,700	11,500,635
Business Type/Enterprise	25	760,000	675,000	1,435,000
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>3,424,935</b>	<b>9,510,700</b>	<b>12,935,635</b>
Transfers Out	27	635,500	2,564,500	3,200,000
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>4,060,435</b>	<b>12,075,200</b>	<b>16,135,635</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>884,942</b>	<b>-1,866,611</b>	<b>-981,669</b>
Beginning Fund Balance July 1, 2024	30	4,614,558	0	4,614,558
<b>Ending Fund Balance June 30, 2025</b>	<b>31</b>	<b>5,499,500</b>	<b>-1,866,611</b>	<b>3,632,889</b>

**Explanation of Changes:** Increase in revenue is largely due to debt proceeds related to the Economic Development project with Microsoft as well as correcting a budget error to reflect TIF revenue to be received. Increases in expenses are largely due to public infrastructure projects (many due to projects relating the Economic Development project with Microsoft) including but not limited to road improvements, water main replacement, water system improvement design, and water treatment facility design.

# Agenda Item #11

## Discussion and Consideration:

Resolution #2025-23 Approving Development Agreement with Microsoft Corporation Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Submitted for: **Discussion and Consideration**

This agreement is still under negotiations. The draft agreement was provided to Microsoft by the City on December 17, 2024. We received the first set of comments from Microsoft on January 31, 2025. Jess & Liz reviewed the agreement and provided our comments to Dorsey prior to a call to review on February 5, 2025. There is a 2nd review call scheduled for Monday, February 10 and certain items have been sent to V&K to review as well. We hope to provide feedback to the Company's comments by mid-week.

Recommendation:

Sample Language:

**NO ACTION TO BE TAKEN. AFTER THE PUBLIC HEARING ON 2/10, COUNCIL MOVED FOR FURTHER CONSIDERATION TO BE TAKEN AT THE MARCH 10, 2025 MEETING.**

City Councilmember: \_\_\_\_\_ ***So moved.***

City Councilmember: \_\_\_\_\_ ***Second.***

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

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

# Agenda Item #12

## Discussion and Consideration:

Resolution #2025-24 Approving Contract and Performance and/or Payment Bonds for the Arlington Avenue Project

Submitted for: **Discussion and Consideration**

The contract, bonds and insurance for the Arlington Avenue Street resurface project have been reviewed by V&K and are recommended for approval.

Recommendation: **Approval**

Sample Language: **Motion to adopt Resolution #2025-24 Approving Contract and Performance and/or Payment Bonds for the Arlington Avenue Project**

City Councilmember: \_\_\_\_\_ ***So moved.***

City Councilmember: \_\_\_\_\_ ***Second.***

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

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

February 3, 2025

**VIA EMAIL**

Jessica Drake  
City Clerk/City Hall  
Van Meter, Iowa

Re: Arlington Avenue Project  
Our File No. 420352-33

Dear Jessica:

We have prepared and attach the proceedings related to the approval of the contract and bonds for the Arlington Avenue Project.

The materials attached include the following items:

1. Minutes of the meeting at which the Council will adopt the resolution approving the contract and performance and/or payment bonds, with the resolution following.
2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Emily Hammond, Erin Regan, Lauren Baker or me.

Best regards,

John P. Danos

Attachments

cc: Liz Faust  
Randy Johnson  
Charlotte Tacker  
Patti Jass



MINUTES OF MEETING TO APPROVE  
CONTRACT AND BONDS

420352-33

Van Meter, Iowa

February 10, 2025

The City Council of the City of Van Meter, Iowa, met at the Van Meter United Methodist Church located at 100 Hazel Street, Van Meter, Iowa, on February 10, 2025, at 7 o'clock p . m., pursuant to the rules of the Council.

The meeting was called to order by the Mayor and the roll being called, there were present the following named Council Members:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

After due consideration and discussion, Council Member \_\_\_\_\_ introduced and moved the adoption of the resolution next hereinafter set out, the same being a resolution approving an executed contract and performance and/or payment bonds for the Arlington Avenue Project. The motion was seconded by Council Member \_\_\_\_\_ and passed with record vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Thereupon, the resolution was declared adopted, as follows:

**RESOLUTION #2025-24**

**Resolution Approving Contract And Performance And/Or Payment Bonds For The Arlington Avenue Project**

**WHEREAS**, the City Council of the City of Van Meter, Iowa, has heretofore awarded a contract for the Arlington Avenue Project and fixed the amount of the performance and/or payment bonds to be furnished by such contractor, and instructed and authorized the Mayor and City Clerk to execute the said contract on behalf of the City, subject to the approval of the Council; and

**WHEREAS**, the said contract has been duly signed by the contractor and by the Mayor and City Clerk, and upon examination by this Council the same appears to be in proper form; and

**WHEREAS**, the contractor has filed satisfactory performance and/or payment bonds in the required amount;

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

**Section 1.** The aforementioned contract and performance and/or payment bonds are hereby approved and declared to be binding upon the parties thereto.

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

**Passed and approved February 10, 2025.**

\_\_\_\_\_  
Mayor

Attest:

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

**ATTESTATION CERTIFICATE:**

STATE OF IOWA  
DALLAS COUNTY  
CITY OF VAN METER

SS:

I, the undersigned, City Clerk of the City of Van Meter, Iowa, hereby certify that the attached is a true, correct and complete copy of the proceedings related to the approval of the executed contract and performance and/or payment bonds for the Arlington Avenue Project, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this 10<sup>th</sup> day of February, 2025.

---

Jessica Drake, City Clerk



**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

February 5, 2025

Liz Faust  
City Administrator  
City of Van Meter  
310 Mill Street  
Van Meter, Iowa 50261

CITY OF VAN METER, IOWA  
ARLINGTON AVENUE IMPROVEMENTS  
CONTRACT AND BOND  
CERTIFICATE OF INSURANCE

Enclosed are three executed copies of the Contract and Bond for the Arlington Avenue project. The Contract and Bond have been executed by Alliance Construction Group, LLC and its surety, United Fire & Casualty Company as required. A copy of the power of attorney is attached to each copy of the Bond as required.

Also enclosed are three copies of the Certificate of Insurance for the Contractor. The contract documents require Alliance Construction Group, LLC to provide Certificates of Insurance showing the minimum coverages set forth in the contract documents. The Certificate of Insurance provided meets the minimum coverages set forth in the contract documents.

Upon approval of the Contract and Bond, the City of Van Meter should execute the Contract and attest the signature as provided on Page C-2. Upon execution, please return one original copy of the Contract, Bond, and Certificate of Insurance to Alliance Construction Group, LLC and one original copy of each to Veenstra & Kimm, Inc. The City should retain one original copy of each for its files.

If you have any questions or comments, please contact us at 225-8000.

VEENSTRA & KIMM, INC.

Randy Johnson, P.E.

RMJ:mmc  
19395  
Enclosure

CONTRACT

THIS AGREEMENT, made and entered into this day of 10<sup>th</sup>, February, 2025, by and between the City of Van Meter, Iowa, party of the first part, hereinafter referred to as the "Owner", and Alliance Construction Group, LLC, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the 2nd day of December, 2024, for Arlington Avenue under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

ARLINGTON AVENUE

Construct Arlington Avenue including all labor, materials and equipment necessary for approximately 2,034 SY of PCC pavement, 1,191 LF of curb and gutter, 6" wide, 918 LF of storm sewer, 15" to 36" diameter, intakes, surface restoration, seeding and miscellaneous associated work, including cleanup, for the sum of Five Hundred Ninety-Two Thousand, Eight Hundred Seven and 75/100 Dollars (\$592,807.75) based on the lump sum price as shown on the Proposal. The project is located on Arlington Avenue in the City of Van Meter, Iowa.

Contract

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Notice to Bidders
- 2.1.2 Instructions to Bidders
- 2.1.3 Proposal
- 2.1.4 Bond
- 2.1.5 Special Provisions

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

**CONTRACTOR**

**CITY OF VAN METER, IOWA**

Alliance Construction Group, LLC

\_\_\_\_\_

By 

Mayor

Title President Dustin Jones

ATTEST: 

ATTEST: \_\_\_\_\_

Title Office Manager

City Clerk

BOND

KNOW ALL MEN: That we, Alliance Construction Group, LLC of Urbandale, Iowa, hereinafter called the Principal, and

United Fire & Casualty Company

hereinafter called the surety, are held and firmly bound unto the City of Van Meter, Iowa, hereinafter called the Owner in the sum of Five Hundred Ninety-Two Thousand, Eight Hundred Seven and 75/100 Dollars (\$592,807.75), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated February 10, 2025, entered into a Contract with the Owner for Arlington Avenue which Agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after five (5) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until completion of the improvements, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding,

to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this 10<sup>th</sup> day of February, 2025.

PRINCIPAL:

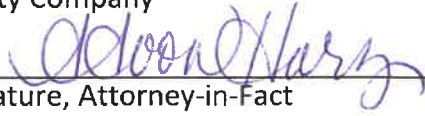
Alliance Construction Group, LLC  
Contractor

  
Signature

President  
Title

SURETY:

United Fire & Casualty Company  
Surety Company

  
Signature, Attorney-in-Fact

E. A. von Harz  
Name of Attorney-in-Fact

AssuredPartners Great Plains LLC  
Company Name

4200 University Ave, Suite 200, West Des Moines, IA 50266  
Company Address (Including Zip Code)

515-244-0166  
Company Telephone Number





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, JEFFREY R. BAKER, JOSEPH I. SCHMIT, E. A. VON HARZ, BRANDON HORBACH, COURTNEY MEYER, JULIANA BARTLETT, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS, PAMELA K. MATTISON, KAREN S. HARTSON, LAUREN MOSER, ERIC DESOUSA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of July, 2024



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
 Vice President

State of Iowa, County of Linn, ss:

On 16th day of July, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 10th day of February, 2025.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Highstreet Insurance 1922 Ingersoll Ave. Des Moines, IA 50309	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (319) 874-4242 E-MAIL ADDRESS: cedarfalls.admin@highstreetins.com	FAX (A/C, No): (319) 348-2646
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Alliance Construction Group LLC 9400 Plum Drive, Suite 100 Urbandale, IA 50322	<b>INSURER A :</b> The Phoenix Insurance Company	NAIC # <b>25623</b>
	<b>INSURER B :</b> The Travelers Indemnity Co	<b>25658</b>
	<b>INSURER C :</b> Travelers Property Casualty Co	<b>25674</b>
	<b>INSURER D :</b> Waypoint Mutual	<b>32131</b>
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	CO0T066364PHX25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-0T046156-25	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-0T074099-25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC100-0002529-2025A	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Arlington Avenue.**  
  
 City of Van Meter is included as additional insured per written contract or agreement.

<b>CERTIFICATE HOLDER</b>  City of Van Meter 310 Mill Street Van Meter, IA 50261-0160	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

# Agenda Item #13

## Discussion and Consideration:

### Title Change from Administrative Clerk to Deputy Clerk

Submitted for: **Discussion and Consideration**

Staff needs the Administrative Clerk to have access to certain tools available through the Iowa Municipal Finance Officers Association and recently learned that the tools are not available to the job title of "Administrative Clerk". Staff recommends changing the name of the roll to "Deputy Clerk" to enable access. The job functions will not change.

Recommendation: **Approval**

Sample Language: **Motion to change the job title from Administrative Clerk to Deputy Clerk**

City Councilmember: \_\_\_\_\_ ***So moved.***

City Councilmember: \_\_\_\_\_ ***Second.***

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

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

# **Agenda Item #14**

Master Trails

# Agenda Item #14a

Discussion:

Master Trails Phase 1 Update

Submitted for: **Discussion**

Bolton & Menk has provided an update on the Master Trails plan. Preliminary plans are due to the DOT on 4/15/2025. Following the DOT timeline bids would be submitted to the DOT in September 2025. Construction could likely begin in October and construction could be complete by June of 2026 (estimated). There are a handful of action items needed to keep the project moving along including but not limited to funding agreements and easement template acceptance.

Bolton & Menk will be at the March 10, 2025 City Council meeting to provide an in-person meeting.

**From:** [Justin Nickel](#)  
**To:** [Jess Drake](#)  
**Subject:** Van Meter Richland Road Trail Design Update 1.24.2025  
**Date:** Friday, January 24, 2025 2:36:29 PM  
**Attachments:** [Van Meter Richland Trail - Comps.pdf](#)  
[Van Meter Trail TCE - Template.doc](#)  
[Van Meter Trail Easement - Template.doc](#)

---

Hi Jess - in the past few weeks, Bolton and Menk began trail design. To date, we have established a preliminary vertical and horizontal alignment for the trail and we are now modifying these alignments for efficiency in total earthwork needed for cut and fill along the trail and to minimize the need for tree removal.

JCG Land Services developed a log of comparable sales used to calculate the value of temporary easements we will likely need to construct the trail. JCG is also seeking the City's approval of the attached temporary construction easement and permanent trail easement. The easement templates and the comparable sales log are attached for your review. I presume the City Council will need to approve these documents. If yes, when is the next scheduled council meeting, so I can inform JCG on timeline?

Preliminary plans are due to the DOT on 4/15/2025. Following the DOT timeline bids would be submitted to the DOT in September 2025. Construction could likely begin in October and construction could be complete by June of 2026 (estimated).

If you have any questions, please don't hesitate to ask.

**Justin Nickel, P.E.** (IA,KS)  
Project Manager  
**Bolton & Menk, Inc.**  
430 E Grand Avenue  
Des Moines, IA 50309  
Phone: (515)-259-9190  
Mobile: (515)-336-4307  
**Bolton-Menk.com**

# Agenda Item #14b

Discussion and Consideration:

Resolution #2025-25 Authorization of Execution of US Department of Transportation Order 1050.2A

Submitted for: **Discussion and Consideration**

The provided document is required as a condition for receiving federal funds.

Recommendation: **Approval**

Sample Language: **Motion to adopt Resolution #2025-25 Authorization of Execution of US Department of Transportation Order 1050.2A**

City Councilmember: \_\_\_\_\_ ***So moved.***

City Councilmember: \_\_\_\_\_ ***Second.***

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

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

**RESOLUTION #2025-25**

**"A RESOLUTION AUTHORIZING EXECUTION OF US DEPARTMENT OF  
TRANSPORTATION 1050.2A"**

**WHEREAS**, the City of Van Meter has a Master Trails Plan and has received grant funding from CIRTAP, and

**WHEREAS**, the City Council engaged Bolton & Menk to perform engineering and design services relating to the Master Trails Plan; and

**WHEREAS**, the CIRTAP grant funding requires certain Title VI documentation to be on file; and

**WHEREAS**, the City Administrator has reviewed and recommends execution of US Department of Transportation Form 1050.2A; now

**THEREFORE, BE IT HEREBY RESOLVED**, that the Van Meter City Council hereby approves execution of the United States Department of Transportation Standard Title VI/ Non-Discrimination Assurances DOT Order No. 1050.2A.

**BE IT FURTHER RESOLVED**, the Mayor, the City Administrator and the City Clerk are here by authorized to execute this agreement on behalf of the City effective February 10, 2025.

**Passed and Approved this 10<sup>th</sup> day of February, 2025**

---

Joe Herman, Mayor

ATTEST:

---

Jessica Drake, City Clerk



## The United States Department of Transportation (USDOT)

### Standard Title VI/Non-Discrimination Assurances

#### DOT Order No. 1050.2A

The \_\_\_\_\_ (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The \_\_\_\_\_, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, \_\_\_\_\_ also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

\_\_\_\_\_ gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

\_\_\_\_\_  
*(Name of Recipient)*

by \_\_\_\_\_  
*(Signature of Authorized Official)*

DATED \_\_\_\_\_

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the Department of Transportation as authorized by law and upon the condition that the \_\_\_\_\_ will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the \_\_\_\_\_ all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto \_\_\_\_\_ and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the \_\_\_\_\_, its successors and assigns.

The \_\_\_\_\_, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the \_\_\_\_\_ will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the \_\_\_\_\_ pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, \_\_\_\_\_ will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the \_\_\_\_\_ will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the \_\_\_\_\_ and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by \_\_\_\_\_ pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, \_\_\_\_\_ will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, \_\_\_\_\_ will there upon revert to and vest in and become the absolute property of \_\_\_\_\_ and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)



# Agenda Item #14c

## Discussion and Consideration:

Resolution #2025-26 Authorization of Execution of Title VI Non-Discrimination Agreement Iowa Department of Transportation

Submitted for: **Discussion and Consideration**

The provided document is required as a condition for receiving federal funds.

Recommendation: **Approval**

Sample Language: **Motion to adopt Resolution #2025-26 Authorization of Execution of Title VI Non-Discrimination Agreement Iowa Department of Transportation**

City Councilmember: \_\_\_\_\_ ***So moved.***

City Councilmember: \_\_\_\_\_ ***Second.***

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

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

**RESOLUTION #2025-26**

**"A RESOLUTION AUTHORIZING EXECUTION OF TITLE VI NON-DISCRIMINATION AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION"**

**WHEREAS**, the City of Van Meter has a Master Trails Plan and has received grant funding from CIRTAP, and

**WHEREAS**, the City Council engaged Bolton & Menk to perform engineering and design services relating to the Master Trails Plan; and

**WHEREAS**, the CIRTAP grant funding requires certain Title VI documentation to be on file; and

**WHEREAS**, the City Administrator has reviewed and recommends execution of the Title VI Non-Discrimination Agreement with the Iowa Department of Transportation; now

**THEREFORE, BE IT HEREBY RESOLVED**, that the Van Meter City Council hereby approves execution of the Title VI Non-Discrimination Agreement with the Iowa Department of Transportation.

**BE IT FURTHER RESOLVED**, the Mayor, the City Administrator and the City Clerk are here by authorized to execute this agreement on behalf of the City effective February 10, 2025.

**Passed and Approved this 10<sup>th</sup> day of February, 2025**

---

Joe Herman, Mayor

ATTEST:

---

Jessica Drake, City Clerk

**Title VI Non-Discrimination Agreement  
Iowa Department of Transportation  
and**

**Agency Information**

Name and title of administrative head:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_ County: \_\_\_\_\_

Phone/FAX: \_\_\_\_\_ Email: \_\_\_\_\_

Name and title of designated Title VI coordinator:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_ County: \_\_\_\_\_

Phone/FAX: \_\_\_\_\_ Email: \_\_\_\_\_

\*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

**Title VI Program**

**I. Organization and staffing**

Pursuant to 23 C.F.R. § 200, \_\_\_\_\_ (Name of City/County)

has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

### III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
  - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
  - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

**IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities**

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
  - (b) Date when the person(s) became aware of the alleged discrimination
  - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
  - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
  - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
  - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
  - e) Apparent merit of the complaint.
  - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Civil Rights Bureau  
800 Lincoln Way  
Ames, Iowa 50010  
515-233-7970  
515-232-6739 (FAX)  
[civil.rights@iowadot.us](mailto:civil.rights@iowadot.us)

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
  - a) Acknowledges receipt of the discrimination complaint.
  - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
  - c) Contains a list of each issue raised in the discrimination complaint.
  - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
  - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
  
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
  - a) Name, address and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin, gender).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
  
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
  - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
  - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
  - b) The identity of the complainant(s).
  - c) The identity of individual respondents to the allegations.
  - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
  - b) Basis of discrimination complaint.
  - c) Description of complaint.
  - d) Date filed.
  - e) Disposition and date.
  - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

**V. Sanctions**

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Title VI Non-discrimination Policy Statement

The \_\_\_\_\_ (Name of City/County) \_\_\_\_\_, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's \_\_\_\_\_ (Name of Person/Department) \_\_\_\_\_, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

# Agenda Item #14d

## Discussion and Consideration:

### Resolution #2025-27 Approval of Temporary Construction Easement Template

Submitted for: **Discussion and Consideration**

JCG Land Services developed a log of comparable sales used to calculate the value of temporary easements we will likely need to construct the trail. JCG is also seeking the City's approval of the attached temporary construction easement and permanent trail easement. The City Attorney has reviewed and the enclosed version is a clean version that incorporates his comment.

Recommendation: **Approval**

Sample Language: **Motion to adopt Resolution #2025-27 Approval of Temporary Construction Easement Template**

City Councilmember: \_\_\_\_\_ ***So moved.***

City Councilmember: \_\_\_\_\_ ***Second.***

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

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

**RESOLUTION #2025-27**

**"A RESOLUTION APPROVING THE TEMPORARY CONSTRUCTION EASEMENT  
TEMPLATE RELATING TO THE MASTER TRAILS PHASE 1 PROJECT"**

**WHEREAS**, the City of Van Meter has a Master Trails Plan, and

**WHEREAS**, the City Council engaged Bolton & Menk to perform engineering and design services relating to the Master Trails Plan; and

**WHEREAS**, the construction of the trail will require certain temporary construction easements; and

**WHEREAS**, the City Administrator & City Attorney have reviewed and recommend approval of the temporary construction easement template; now

**THEREFORE, BE IT HEREBY RESOLVED**, that the Van Meter City Council hereby approves temporary construction easement template.

**Passed and Approved this 10<sup>th</sup> day of February, 2025**

---

Joe Herman, Mayor

ATTEST:

---

Jessica Drake, City Clerk

## TEMPORARY CONSTRUCTION EASEMENT

For the consideration of ONE and NO/100--(\$1.00)--Dollars and other valuable consideration in hand paid by the City of Van Meter, Iowa, **GRANTOR NAME(S), MARITAL FILING STATUS**, (“GRANTOR”) does hereby grant to **CITY OF VAN METER AND ITS ASSIGNS** (“GRANTEE”) the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily during the initial construction in connection with the GRANTEE’S **RICHLAND ROAD TRAIL** Project, over the following described real property, to wit:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

As a further consideration of this Grant, the GRANTEE herein agrees as follows:

1. That the GRANTEE shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without disturbing the operations and activities of GRANTOR, or its lessee on the remainder of GRANTOR’S property in the vicinity of the Easement Area. The GRANTEE shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of GRANTOR’S property free and clear of Mechanic's Liens and Material's Liens at all times.
2. That in the event driveways or other appurtenances to the property are damaged during the construction, the GRANTEE will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
3. That immediately following the construction herein referred to, the GRANTEE will cause to be removed from the Temporary Easement Area, all debris, surplus material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to the condition it was in prior to the GRANTEE’S construction activities.
4. That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the project by the GRANTEE and the performance by the GRANTEE of the conditions and covenants herein set out or within **12 months** of the commencement of construction by the GRANTEE, whichever may occur earlier.
5. The GRANTEE is hereby given permission by the GRANTOR to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Grantor Name

\_\_\_\_\_  
Grantor Name

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

# Agenda Item #14e

## Discussion and Consideration:

### Resolution #2025-28 Approval of Easement Template

Submitted for: **Discussion and Consideration**

JCG Land Services developed a log of comparable sales used to calculate the value of temporary easements we will likely need to construct the trail. JCG is also seeking the City's approval of the attached temporary construction easement and permanent trail easement. The City Attorney has reviewed and the enclosed version is a clean version that incorporates his comment.

Recommendation: **Approval**

Sample Language: **Motion to adopt Resolution #2025-28 Approval of Easement Template**

City Councilmember: \_\_\_\_\_ ***So moved.***

City Councilmember: \_\_\_\_\_ ***Second.***

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

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

**RESOLUTION #2025-28**

**"A RESOLUTION APPROVING THE PUBLIC ACCESS AND RECREATIONAL TRAIL EASEMENT TEMPLATE RELATING TO THE MASTER TRAILS PHASE 1 PROJECT"**

**WHEREAS**, the City of Van Meter has a Master Trails Plan, and

**WHEREAS**, the City Council engaged Bolton & Menk to perform engineering and design services relating to the Master Trails Plan; and

**WHEREAS**, the construction of the trail will require certain public access and recreational easements; and

**WHEREAS**, the City Administrator & City Attorney have reviewed and recommend approval of the public access and recreational trail easement template; now

**THEREFORE, BE IT HEREBY RESOLVED**, that the Van Meter City Council hereby approves the public access and recreational trail easement template.

**Passed and Approved this 10<sup>th</sup> day of February, 2025**

---

Joe Herman, Mayor

ATTEST:

---

Jessica Drake, City Clerk

**PUBLIC ACCESS AND RECREATIONAL TRAIL EASEMENT**

**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

City of Van Meter, Iowa  
310 Mill Street, PO Box 160  
Van Meter, Iowa 50261

**Return Document To:** (name and complete address)

City of Van Meter, Iowa  
310 Mill Street, PO Box 160  
Van Meter, Iowa 50261

**Grantor:**

**Grantee:** City of Van Meter, Iowa



## **PUBLIC ACCESS AND RECREATIONAL TRAIL EASEMENT**

**KNOW TO ALL PERSONS BY THESE PRESENTS**, that the undersigned, \_\_\_\_\_, an Iowa \_\_\_\_\_ (hereinafter referred to as the “Grantor”), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, and convey to the **CITY OF VAN METER, IOWA**, a municipal corporation (hereinafter referred to as “the City”), a permanent and perpetual easement for public access and trail right-of-way (hereinafter referred to as the “Easement”) and right-of-way upon, over, under, through and across the real property legally described as:

### **SEE EXHIBIT “A” ATTACHED HERETO**

(hereinafter referred to as the “Easement Area”) for the purpose of access and trail purposes on the surface of the Easement Area in a manner that will permit its free and unobstructed use by pedestrians and non-motorized vehicles for the purpose of obtaining access from one property to another and to allow the City the right to access, from time to time, to construct, replace, locate, rebuild, enlarge, reconstruct, patrol, repair and forever maintain the Easement whenever necessary, in the City’s sole discretion.

This Easement shall be subject to the following terms and conditions:

1. Erection of Structures Prohibited. Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area without obtaining the prior written consent of the City.
2. Maintenance of Easement. The owner or occupant of each parcel of property upon which the Easement Area is located shall keep and preserve that portion of the Easement Area within his or her property in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair usage of the Easement as a trail.
3. Change in Grade Prohibited. Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City.
4. Right of Access. The City and the public shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions or structures placed or erected in the Easement Area.
5. Property To Be Restored. Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements in the Easement Area, the City shall restore the Easement Area in a good and workmanlike manner to a condition

comparable to its condition before construction, reconstruction or alteration, including the sodding of the grassy areas disturbed by the work and removal of all debris and equipment used by the City in connection with the work performed in the Easement Area.

The City is not responsible for replacing any other thing including, but not limited to, vegetation, trees, shrubs, watering devices or any other planted, buried or other thing of any kind whatsoever erected, placed, installed or planted upon the Easement Area.

6. Hold Harmless. The Grantor agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions of the Grantor arising out of or in connection with any undertaking arising out of or otherwise related to this Easement.

7. Running of Benefits and Burdens. The terms and conditions of this Easement are binding upon the Grantor including, but not limited to, future owners, developers, lessees or occupants. All provisions of this instrument including benefits and burdens, run with the land are binding upon and inure to the heirs assigns, successors, tenants and personal representatives of the parties hereto.

8. Jurisdiction and Venue. The City and the Grantor agree the District Court of the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties consent to the jurisdiction of the person being in Dallas County, Iowa.

9. Words and Phrases. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

10. Attorney's Fees. The City may enforce this instrument by appropriate action, and should they prevail in such litigation they shall recover as part of their costs the reasonable attorney's fees incurred in such litigation.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement Area by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said Easement Area against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**NAME OF GRANTOR**

**CITY OF VAN METER**

\_\_\_\_\_  
Person and title

\_\_\_\_\_  
Joe Herman, Mayor

Attest:

\_\_\_\_\_  
Jessica Drake, City Clerk

STATE OF IOWA     )  
                                  ) SS  
COUNTY OF         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that that person is \_\_\_\_\_ of the corporation executing the foregoing instrument; that (the seal affixed to said instrument is the seal of the corporation or no seal has been procured by the corporation) and that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA            )  
  ) SS  
COUNTY OF DALLAS    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joe Herman and Jessica Drake, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Van Meter, Iowa**; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Resolution No. \_\_\_\_\_ passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that Joe Herman and Jessica Drake, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



JCG Land Services - Comparable Sales Search - Client PN#

Commercial Comparable Sales Search Data															
County	(Legal / Address)	Size In Acres	Search Date (Today)	Land Sale Date	Days Since Sold	Original Land Sale Price	Original Land Price Per Acre	Original Land Price Per Square Foot	Years Since Sold	Inflation Adjusted Sale Price (+4%/Yr)	Inflation Adjusted Price Per Acre	Inflation Adjusted Price Per Sq. Foot	Tax ID Numbers	Assessor Link If Applicable	Notes
Dallas	ASHLAND CROSSROADS PLAT 2 LOT 10	2.62	1/13/2025	4/5/2023	649	\$325,000.00	\$124,045.80	\$2.85	1.78	\$348,473.73	\$133,005.24	\$3.05	1519302003	<a href="https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;KeyValue=1519302003">https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;KeyValue=1519302003</a>	Right off interstate next to Tractor Supply. Adjust down.
Dallas	PARCEL EE OF PARCEL B NE SW	8.52	1/13/2025	7/30/2024	167	\$595,000.00	\$69,835.68	\$1.60	0.46	\$605,773.54	\$71,100.18	\$1.63	1527300022	<a href="https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;Q=317736061&amp;KeyValue=1527300022">https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;Q=317736061&amp;KeyValue=1527300022</a>	Van Meter School Purchase. Between F90 and High School. Storage & maintenance bld. Adjust up.
Dallas	PARCEL 20-75 SWSec: 27Twp: 78Rng: 27	3.98	1/13/2025	5/10/2021	1344	\$24,930.00	\$6,263.82	\$0.14	3.68	\$28,803.30	\$7,237.01	\$0.17	1527300022	<a href="https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;KeyValue=1527300028">https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;KeyValue=1527300028</a>	Subject Property (Church)
Dallas	34-78-27	225.56	1/13/2025	1/19/2024	360	\$21,496,600.00	\$95,303.25	\$2.19	0.99	\$22,344,455.77	\$99,062.14	\$2.27	1534400006	<a href="https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;Q=254058051&amp;KeyValue=1534400006">https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;Q=254058051&amp;KeyValue=1534400006</a>	Microsoft south of F90. Large area needed. Adjust down.
Dallas	W½NW¼ Ex 4 Acre parcel, Badger Creek Water Shed, Sec 35-78-27	73.86	1/13/2025	1/18/2024	361	\$7,548,700.00	\$102,202.82	\$2.35	0.99	\$7,847,274.39	\$106,245.25	\$2.44	1535100007	<a href="https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;KeyValue=1535100007">https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;KeyValue=1535100007</a>	Microsoft south of F90. Large area needed. Adjust down.
Dallas	NW SW, NE SW, SW SW Sec 35-78-27	115.25	1/13/2025	1/18/2024	361	\$10,928,800.00	\$94,826.90	\$2.18	0.99	\$11,361,067.78	\$98,577.59	\$2.26	1535300001; 1535300002; 1535300003	<a href="https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;KeyValue=1535300003">https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;KeyValue=1535300003</a>	Microsoft south of F90. Large area needed. Adjust down.
Dallas	CORRECTED PARCEL 22-65 NW NW	11.21	1/13/2025	6/14/2024	213	\$500,000.00	\$44,603.03	\$1.02	0.58	\$511,575.82	\$45,635.67	\$1.05	1522100015	<a href="https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;Q=987650682&amp;KeyValue=1522100015">https://beacon.schneidercorp.com/Application.aspx?AppID=909&amp;LayerID=17429&amp;PageTypeID=4&amp;PageID=7825&amp;Q=987650682&amp;KeyValue=1522100015</a>	Ready Mix Plant near the interstate. Partially flood ground. Adjust up.

<b>Most Comparable Sale</b>
\$2 Per Acre/Square Foot

# Agenda Item #15

## Discussion and Consideration:

### Grant Funding Assistance

Submitted for: **Discussion and Consideration**

The City has historically engaged Southern Iowa Council of Governments (SICOG) for certain economic development activities primarily focused around grant writing. While SICOG did assist in some of the grant funding received for the Master Trails project, the City has other resources that assist in grant funding as well including the Greater Dallas County Development Alliance and the Mid Iowa Planning Alliance. Sam & Jess have also taken grant writing continuing education classes and Jess, Sam, Jonatha, Liz and Mike have all been successful in receiving grant funding without assistance from SICOG.

Over the last year to 18 months, the service from SICOG has deteriorated and the City no longer receives updates, the majority of the grant applications have been unsuccessful and communication has been very difficult. The City received the annual renewal request in the amount of \$5119.80.

Recommendation: **Do not renew subscription to SICOG**

Sample Language:

City Councilmember: \_\_\_\_\_ ***So moved.***

City Councilmember: \_\_\_\_\_ ***Second.***

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

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ Grolmus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_



# SOUTHERN IOWA COUNCIL OF GOVERNMENTS

101 E. Montgomery St.  
Creston, Iowa 50801-2406

Telephone: 641.782.8491  
Fax: 641.782.8492  
www.sicog.com

Jerry Walker,  
Chairperson  
Adair County

Diane Fitch,  
Vice Chairperson  
Madison County

Karen Zabel,  
Secretary  
Taylor County

Scott Akin,  
Treasurer  
Adams County

Randy Dunbar,  
Clarke County

Doug Tharp,  
Decatur County

Colby Holmes,  
Ringgold County

Rick Friday,  
Union County

Doug Davidson,  
Private Sector  
Representative

Jodie Geist,  
Private Sector  
Representative

Tom Leners,  
Private Sector  
Representative

Raelynn Risser,  
Private Sector  
Representative

Wayne Pantini,  
Member-At-Large

January 21, 2025

City of Van Meter  
Mayor Joe Herman  
City Hall  
310 Mill Street, PO Box 160  
Van Meter, IA 50261

Dear Mayor Herman,

Thank you for your continued support of the Southern Iowa Council of Governments (SICOG). We remain committed to our mission of providing community and economic development services to enhance the social and economic well-being of the cities and counties in our eight-county region.

As you begin your budgetary process, we respectfully request that you include SICOG in your FY 2026 budget. The SICOG Executive Board has set the FY 2026 per capita dues at \$3.45, based on 2020 census data. These funds are essential for:

- Meeting the local match requirements for federal EDA funding.
- Employing and training our professional staff.
- Maintaining our regional office.

Payments are needed by July 15, 2025, as state and federal agencies require SICOG to have the funds in hand before processing drawdowns. If you have any questions about our area wide planning and development efforts or need planning, grantsmanship or technical assistance, please feel free to call one of the SICOG Board members or the staff.

Thank you again for your support, and we look forward to our continued partnership.

Sincerely,

Jerry Walker  
Chairperson



# CITY OF VAN METER

RESOLUTION # \_\_\_\_\_

## A RESOLUTION TO PARTICIPATE IN THE PLANNING AND DEVELOPMENT PROGRAMS OF THE SOUTHERN IOWA COUNCIL OF GOVERNMENTS.

*Whereas* the Economic Development Administration was assigned to administer the provisions of the Public Works and Economic Development Act of 1965, and

*Whereas* the Southern Iowa Council of Governments has been designated by the Economic Development Administration as an Economic Development District, and

*Whereas* the State of Iowa and the U.S. Department of Housing and Urban Development has designated the Southern Iowa Council of Governments as the area-wide planning organization, and

*Whereas* the City of Van Meter is an active member of the Southern Iowa Council of Governments and participates in formulation of area-wide plans and programs,

*Be It Therefore Resolved* by the Van Meter City Council that the City of Van Meter desires to participate in the fiscal year 2026 planning and economic development programs of the Southern Iowa Council of Governments in Iowa Planning Area XIV, consisting of Adair, Adams, Clarke, Decatur, Madison, Ringgold, Taylor, and Union Counties.

*Be It Further Resolved* by the Van Meter City Council that the City of Van Meter provides \$5,119.80 for the operation of the Southern Iowa Council of Governments' planning and development programs.

Passed and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signature \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Administrator



# Agenda Item #16

Discussion:

Chapter 164 - Vacant Buildings

Submitted for: **Discussion**

The City passed an ordinance establishing Chapter 164 - Vacant Buildings effective in early 2024. The ordinance as it currently stands only addresses commercial and industrial buildings. Staff proposes repealing and replacing the current language with the included proposed language which incorporates all property in all zoning districts including but not limited to lots, residential properties, commercial buildings, etc.

This will go to P&Z to review & recommend before coming back to Council to set the date for public hearing. We just wanted to get it in front of Council to start to review. Please send any comments to [jdrake@vanmeteria.gov](mailto:jdrake@vanmeteria.gov).

## **CHAPTER 164 VACANT BUILDINGS**

164.01 Title	164.08 Vacant Property Standards
164.02 Purpose	164.09 Violations and Enforcement
164.03 Definitions	164.10 Exemptions
164.04 Applicability	164.11 Process and Timeline
164.05 Permit Required	164.12 Fees and Penalties
164.06 Permit Requirements	164.13 Appeals
164.07 Permit Issuance	

### **164.01 TITLE.**

This chapter shall be known as the Vacant Building Codes of the City of Van Meter.

### **164.02 PURPOSE.**

It is the purpose and intent of this chapter to establish a vacant buildings registration and maintenance program as a mechanism for preserving and promoting public health, safety, prosperity, and welfare; to abate and prevent public and private nuisances and potential fire hazards; and to provide for administration, enforcement, and penalties. This chapter applies to all property types in the City of Van Meter.

### **164.03 DEFINITIONS**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words used in the present tense shall include the future; the singular shall include the plural, and the plural the singular; and the word "shall" is mandatory, the word "may" is permissive.

1. "Accessory building or structure" means a detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principal building or structure or use of the land; e.g., a garden house, greenhouse, garage, carport, shed, fence, or retaining wall.
2. "Agent" means a designated representative of the property owner who may act on behalf of and make decisions for the owner with regard to the vacant property.
3. "Authorized Official" means the City Administrator, City Clerk, Public Works Director, Building Administrator or Zoning Administrator or independent contractors appointed by the City Council or City Staff who shall oversee the administration and enforcement of this Code. Work may include but is not limited to completion of administrative work, inspections or assessments, and/or other necessary actions in order to ensure compliance.
4. "Building" means any structure used or intended for supporting or sheltering any use or occupancy.

5. "Dangerous Building" means a building deemed to be dangerous if meeting any of the definitions in Chapter 163.
6. "Exterior premises" means the open space on the premises or the portion of the premises upon which there is not a structure.
7. "Good repair" means free from blighting and hazardous conditions, clean and sanitary, and in safe condition.
8. "Illegal occupied " means any occupancy in violation of City ordinances.
9. "Imminent hazard" means a condition which could cause serious or life-threatening injury or death at any time.
10. "Junk" means scrap metals or scrap materials, abandoned, dismantled or partially dismantled machinery, motor vehicles, other vehicles or appliances.
11. "Mixed occupancy" means occupancy of a structure in part for residential use and in part for some other use not accessory thereto.
12. "Occupant" means an occupant is any person who leases or lawfully resides in a building or premises, or a portion of a building or premises.
13. "Owner" means any person having a title to the premises, as recorded in the Office of the Recorder for Dallas County, or as recorded on the Dallas County assessment rolls.
14. "Partially vacant" means a building that has one or more stories or dwelling units vacant including a multi-storied building or structure that has one or more stories vacant, including the ground level store front. For the purpose of this chapter the ground floor store front must be vacant to be deemed partially vacant.
15. "Responsible person" means a natural person who is the owner, operator or manager of any building, structure, or premises and is responsible for the property's maintenance and management.
16. "Rubbish" means combustible and noncombustible waste materials, including garbage, that are offensive to sight or smell, dangerous to public health or detrimental to the best interests of the community. The term shall include the residue from the burning of wood, coal, coke, and other combustible materials, papers, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust and other similar materials. For purposes of this chapter, the term "Refuse" may be used interchangeably with rubbish.
17. "Structure" means anything constructed or erected, which requires location on the ground or attached to something having location on the ground.
18. "Unoccupied" means building which lacks physical presence of an occupant for at least 180 consecutive days for the purpose for which it was erected or a building unfit for occupancy due to a failure to meet minimum standards set out by city ordinances. The storage of products, materials, equipment, or other

personal property does not constitute occupancy unless authorized by the Van Meter zoning ordinance as determined by the Authorized Official.

19. "Unsecured" means a building or portion of a building that is open to entry by unauthorized persons without the use of tools.
20. VACANT. A building shall be deemed to be vacant if it is unoccupied and/or no person currently resides in the building or operates a lawful business open regularly for business (with the exception of holidays and seasonal businesses) or if it meets one or more of the following:
  - a. Unsecured or secured by means other than those used in the design of the building;
  - b. Declared unfit for occupancy as determined by the Authorized Official or other authorized representative;
  - c. Been deemed a dangerous and/or dilapidated building by the City of Van Meter;
  - d. Subject to housing, building, fire, health and safety, nuisance or zoning code violations; or
  - e. Lacks one or more utilities for a period of at least one hundred eighty consecutive days. Vacant buildings do not include any buildings under construction pursuant to a valid building permit issued by the City of Van Meter and progressing in accordance with timelines authorized under the issuance of the permit.
21. "Vacant Lot" means a parcel of ground that does not contain a building or structure and not owned by the owner of an adjoining parcel containing a principal building or structure.
22. "Vacant Property" includes vacant lots, vacant residences, vacant multi-family structures and vacant commercial & industrial buildings.
23. "Waste" means garbage, ashes, rubbish, refuse, or trash.
24. "Weeds" or "noxious weeds" mean dense growth of all weeds, vines, brush, or other vegetation which may constitute a health, safety, or fire hazard. Weeds or noxious weeds include but are not limited to Canada thistle, leafy spurge, field bindweed (Creeping Jenny), Ambrosia trifida (Giant Ragweed), Arubosia trifida (Common Ragweed), and such other weeds as are defined in Weeds of the North Central States, North Central Regional Research Publication No. 281, Bulletin 772, published by the University of Illinois at Urbana-Champaign, College of Agriculture, Agriculture Experiment Station, and in all applicable sections of current codes at the time as adopted by the City Council (e.g., Code of Iowa and International Property Maintenance Code).

#### **164.04 APPLICABILITY.**

1. General. The provisions of this chapter shall apply to all buildings and lots in any zoning district in the City of Van Meter vacant or partially vacant for one hundred eighty consecutive days or more.

2. Conflict. In any case where a provision of this chapter is found to be in conflict with a provision of any other provisions of the Code of Ordinances, the provision which established the higher standard for the protection of the public health, safety, and welfare shall prevail.

3. Application of Other Ordinances. Nothing in this chapter shall be construed to cancel, modify or set aside any provision of the City Zoning Code or Building Code. Nothing contained herein shall be deemed to authorize the use of a structure or premises contrary to any other provision of the Code of Ordinances. Repairs, additions, or alterations to a structure shall be done in accordance with the procedures and provisions of state and local laws. Nothing in this section shall be construed to cancel, modify, or set aside any provision of the Van Meter Zoning Ordinance or Building Codes.

4. Existing Remedies. The provisions in this chapter shall not be construed to abolish or impair existing remedies of the City, or its officers or agencies, under State laws or this Code of Ordinances, including the Zoning Code, relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary, or the abatement of public nuisances.

5. Historic Buildings. The provisions of this chapter shall apply to structures designated by the Federal Government, State or City as historic buildings. Any work to said structures shall also comply with current International Building Code as adopted by the City.

#### **164.05 PERMIT REQUIRED.**

All vacant properties within the corporate limits of the City of Van Meter shall be registered with the city by the owner or the owner's representative in accordance with the following.

1. Vacant Property Registration Required
  - a. Vacant Lot. The owner of any vacant lot to which this chapter applies shall be required to register the property with the city.
  - b. Vacant Building. The owner of a vacant building to which this chapter applies shall be required to register the property within thirty days of becoming vacant or any change of ownership.
  - c. Enactment. Upon enactment of this chapter, any vacant property subject to this chapter must register on or before May 1, 2025.
2. Application for a Vacant Building Permit shall be made by completing a vacant building registration form, which shall be submitted to the Building Inspector. The owner must maintain a valid Vacant Building Permit for any lot, building or structure to which this chapter applies and must continue to renew the permit as long as the building or structure remains vacant, subject to this chapter.

3. Vacant Building Permit Process. When completing the vacant building registration form, which is available to be downloaded from the City website, or obtained from the Authorized Official or City Hall, applicants shall disclose all measures to be taken to ensure that the building will be kept weathertight, secure from trespassers, and safe for entry by police officers and firefighters in times of exigent circumstances or emergency. The application shall include, but not be limited to, the following:
  - a. Contact Information for Each Owner. If the owner does not reside within the State of Iowa, the owner shall provide the name, address and telephone number of an agent who is available for service of process within the State of Iowa. If the owner is other than a natural person or persons, the following shall apply, as appropriate:
    - i. If the owner is a corporation, limited liability company, limited or general partnership, the registration statement shall provide the names and residence addresses of all responsible persons and the name and business address of the registered agent for service of process appointed pursuant to the Code of Iowa.
    - ii. If an estate, the name and business address of the personal representative of the estate.
    - iii. If a trust, the names and addresses of the trustee or trustees.
    - iv. If a partnership, the names and residence addresses of the partner or partners.
  - b. Contact information for a responsible person, as defined by this chapter, who is a natural person who may be contacted at all times for inspections, emergency repairs, or maintenance, and who can respond to the vacant building or structure when requested.
  - c. Any rehabilitation or demolition plans for the building or structure.
  - d. An acknowledgement by the owner that grass and weeds shall not exceed a height of eight inches and a plan for how the owner will comply with this requirement.
  - e. An acknowledgement by the owner that snow and ice shall be removed from the public right-of-way within 24 hours of snowfall and a plan for how the owner will comply with this requirement.
  - f. An acknowledgement by the applicant that the owner is aware of and understands the vacant building maintenance standards in this chapter.
4. Vacant Building Permit Renewal. Any applicant seeking to renew a permit must submit an updated vacant building registration form and shall pay the required fee as established by the City Council.

#### **164.06 PERMIT REQUIREMENTS.**

A permit may only be issued or renewed if the building or structure which is subject to the application satisfies the following requirement:

1. Code Compliant. All buildings or structures subject to the application shall comply with all building, fire, property maintenance, zoning, and other applicable sections of the Code of Ordinances, and shall apply for all necessary building, fire prevention and zoning permits, if any are required to bring the building into compliance, upon application for a vacant building permit.

#### **164.07 PERMIT ISSUANCE.**

1. The Building Inspector shall issue or renew a vacant building permit upon being satisfied that the building has been inspected and is in compliance with all applicable provisions of this Code and the vacant building maintenance standards set forth in this chapter, and is adequately protected from intrusion by trespassers and from deterioration by the weather. This permit shall be effective for a period of 365 days from the date of issuance or renewal.
2. All permits issued are subject to all other applicable conditions of this Code of Ordinances and the following additional conditions:
  - a. Consent to Entry. All applicants and owners holding a permit consent to the entry of duly authorized officials of the City at all reasonable hours and upon reasonable notice for the purpose of inspection. Refusal to consent to entry shall be a violation of this chapter. In addition to issuing a municipal infraction citation in the event of refusal, the City may file a complaint under oath to any Court of competent jurisdiction and said Court shall thereupon issue its order authorizing the appropriate person to enter such establishment to inspect.
  - b. Consent to Emergency Inspections or Emergency Repairs. All applicants and owners holding a permit consent to the entry of duly authorized officials of the City if such official has reason to believe that an emergency situation exists with respect to the building or structure that tends to create an imminent hazard to health, welfare or safety of the general public, in the discretion of such official, then such official may enter the building to inspect the premises, without notifying the responsible party or obtaining a warrant. If such official finds an emergency situation exists in fact, which presents an imminent hazard to the health, welfare or safety of the general public, then such official may cause any reasonable action, including the employment of necessary labor and materials, to perform emergency repairs to alleviate the hazard. City employees will confer with legal counsel prior to entering or causing entry to be made to premises and/or performing any emergency repairs without prior owner notification and consent. Costs incurred in the performance of emergency repairs may be paid by the City and if so paid, the City may levy a special assessment against the property to recover the costs.

- c. Cooperation by Owner or Responsible Person. All owners holding a permit or responsible persons identified in a permit application shall cooperate with and facilitate inspections of the premises at reasonable times pursuant to reasonable notice to determine compliance with the requirements of this chapter. Obstructing a duly authorized inspection, including refusing entry or access to portions of the building subject to the permit, shall be a violation of this chapter. The owner shall notify the Building Inspector within 30 business days of any changes to the contact information of the owner or responsible person.
- d. Continued Compliance. For the vacant building permit to remain valid, the building or structure subject to the permit shall continue to comply with all the requirements of the vacant building maintenance standards.

#### **164.08 VACANT PROPERTY STANDARDS.**

Vacant Building Maintenance Standards. All buildings or structures subject to the application shall adequately protect the building from intrusion by trespassers and pests, and from deterioration by the weather. The buildings must also comply with the following vacant building maintenance standards:

- a. Building Openings. Doors, windows, areaways, and other openings shall be weathertight and secured against entry by birds, vermin and trespassers. Missing or broken glass in doors, windows and other such openings shall be repaired / replaced with glass. No building opening shall be boarded. All first floor or ground level windows, doors and openings shall be free of any posters, paper or fabric coverings.
- b. Waste Removal. All waste, debris, rubbish, and garbage shall be removed from the interior of the building or structure and surrounding premises.
- c. Roofs. The roof and flashings shall be sound and tight, not admit moisture, or have defects which might admit moisture, rain, or roof draining and shall allow for sufficient drainage to prevent dampness or deterioration in the interior of the building.
- d. Drainage. The building storm drainage system shall be functional and installed in an approved manner, and allow discharge in an approved manner.
- e. Building Structure. The building shall be maintained in good repair and structurally sound. The building shall be maintained in a sanitary manner and in a manner that does not pose a threat to the public health, safety and welfare.
- f. Structural Members. The structural members shall be free of deterioration and capable of safely bearing imposed dead and live loads.
- g. Foundation Walls. The foundation walls shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to the public health, safety and welfare, shall be capable of supporting



the load which normal use may cause to be placed thereon, and shall be free from open cracks and breaks, free from leaks, and be animal and rat-proof.

- h. Exterior Walls. The exterior walls shall be free of holes, breaks, and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
- i. Decorative Features. The cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be safe, anchored and in good repair. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
- j. Overhanging Extensions. All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
- k. Appurtenance. Any portion of a building, or any member, appurtenance ornamentation on the exterior thereof shall be of sufficient strength or stability, and anchored so as to be capable of resisting wind pressure of one-half of that specified in the building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the building code for such buildings.
- l. Chimneys and Towers. Chimneys, cooling towers, smokestacks and similar appurtenances shall be structurally safe and in good repair. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.
- m. Walkways. Public walkways shall be in good repair, shall be safe for pedestrian travel, and shall be free of snow and ice. Snow and ice removal shall be completed within 24 hours of a snowfall.
- n. Accessory Building/Structures. Accessory buildings or structures such as garages, sheds and fences shall be free from safety, health and fire hazards; and, shall comply with these vacant building maintenance standards.
- o. Exterior Premises. The surrounding premises upon which the structure or building is located shall be clean, safe, sanitary, free from waste, rubbish, garbage, excessive vegetation, shall not be used for exterior storage, and shall not pose a threat to public health, welfare or safety.

## 164.09 VIOLATIONS AND ENFORCEMENT.

1. Authorized Officials. The Zoning Administrator and the Building Inspector shall have the authority to enforce the provisions of this chapter and to exercise the powers and duties specified in this chapter and may delegate their authority to appropriate City personnel.
2. Right of Entry. An Authorized Official has the right to enter buildings, structures, or premises subject to this chapter at reasonable times, with the express or implied consent of the owner, responsible person, or occupant, to inspect in accordance with the City's policy and procedure for entering onto private property to conduct administrative interior and exterior inspections for Code administration and enforcement. If entry is refused, it shall be a violation of this chapter for which a municipal infraction citation may be issued.
3. Inspections. An Authorized Official may inspect the premises and structures to determine compliance with this chapter at their discretion. All reports of such inspections shall be in writing, signed or initialed and dated. An Authorized Official may engage any expert opinion as deemed necessary to report upon unusual technical issues that arise in the course of their duties, in accordance with City policy. An Authorized Official may conduct inspections made pursuant to the provisions of this chapter in conjunction with other inspectors of the department, police officers, firefighters, or inspectors from other governmental bodies.
4. Issuance of Orders to Repair. Upon inspection, an Authorized Official or his/her designee, shall issue orders to repair for work needed:
  - a. To adequately protect the building from intrusion by trespassers and from deterioration by the weather.
  - b. To comply with the vacant building maintenance standards set forth in this chapter.
  - c. To ensure that allowing the building to remain will not be detrimental to public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and enjoyment of other premises within the neighborhood.
  - d. To eliminate any hazards to police officers or firefighters that may enter the premises in times of emergency.
    - i. When issuing orders to repair, the Authorized Official shall specify the deadline for completion of the repair required and shall mail the notice to the owner or responsible person identified in the permit. All work done pursuant to this chapter shall be done in compliance with any applicable Building, Fire, Property Maintenance and Zoning Codes and Ordinances.
5. Reinspection. Reinspection may be conducted after the deadline for repair as stated in the order. Reinspection are subject to applicable reinspection fees.

6. Notices and Orders. An authorized official may issue notices and orders to owners, responsible persons, operators, or occupants to obtain compliance with this chapter.
7. Revocation, Reinstatement Measures. If a vacant building permit is revoked by the Building Inspector for noncompliance with any provisions of this chapter, the owner of the building shall be given 30 days to comply with the provisions of this chapter. Extensions of such 30-day period may be granted at the discretion of the Building Inspector. Upon expiration of the 30-day period, or any extension thereof, if the building continues to be noncompliant, a municipal infraction shall be issued.
8. Failure to Comply. If the owner fails to take corrective action within the specified time frame the city may pursue any and all remedies otherwise existing at law, including but not limited to municipal infraction, civil suit for abatement of nuisance, or proceedings to acquire title under Iowa Code § 657A.10B.

#### **164.10 EXEMPTIONS.**

1. Property under construction. A vacant property that is actively under construction or renovation with a valid permit shall be exempt from the registration requirement.
2. Property actively listed for sale or lease. A vacant property that is actively listed and offered for sale or lease shall be exempt from the registration requirement subject to the following conditions:
  - a. A sign, legible from the nearest street, is continuously posted at the property notifying the public of the offered sale or lease and a phone number, email address, or website to contact for more information.
  - b. The property is offered for sale at a price not to exceed twenty-five percent more than the assessed value as documented by the Dallas County Assessor's Office unless the owner submits a qualified appraisal or recent comparable market data which justify a higher value.
  - c. The property is offered for lease at a proposed rent that is comparable with the rental market throughout the community.
  - d. If after twelve months of active listing, the property remains vacant, registration shall be required.
3. Temporary Vacancy of Owner-Occupied Dwellings. A vacant owner-occupied residential property where the owner resides elsewhere for less than six months per calendar year shall be exempt from the registration requirement.

#### **164.11 PROCESS AND TIMELINE.**

No later than May 1, 2025 following passage of this chapter, and subsequently within 30 days of a lot, building or structure becoming vacant as defined herein, a building owner must complete a vacant building registration form, which serves as an application for a vacant building permit.

1. There is no charge for the initial application as long as the building is compliant with all applicable building codes.
2. If the building remains vacant for 180 days necessitating the 180-day inspection, the building owner or representative shall pay the permit or inspection fee.
3. Upon completion of the inspection, the building owner or representative shall remedy as ordered. If no repairs are necessary, the permit is valid for one year from the 180-day inspection, at which time the inspection process begins again with the vacant building permit fee being due annually thereafter.
4. If the inspection results in necessary repairs being ordered, a reinspection will be conducted in accord with the provisions of this chapter.
5. In the case of a necessary reinspection, the annual permit begins upon all necessary repairs being made and bringing the building into compliance with all applicable building codes.

#### **164.12 FEES AND PENALTIES.**

1. Vacant Building Permit Fee. The Council shall establish a fee for the 180-day issuance and renewal of a vacant building permit fee.
  - a. Permit Fee Due. The vacant building permit fee is due upon the 180-day inspection.
  - b. Reinspection Fees.
    - i. To compensate the City for its inspection and administrative costs reasonably related to the enforcement, an escalating fee established by the Council through resolution, may be charged for any reinspection following the initial inspection which resulted in an order for corrective action, and the first reinspection to determine compliance with an order for corrective action issued hereunder. There shall be no reinspection fee if the inspection indicates full compliance, or for a reinspection occurring during the period of an approved time extension granted for good cause and involving a good faith effort on the part of the property owner to comply with the order.
    - ii. Failure to pay reinspection fees within 30 days of mailing an invoice to the property owner of record shall constitute a violation of this chapter for which a municipal infraction citation may be issued.

#### **164.13 APPEALS.**

The owner shall have the right to appeal a notice of violation by the authorized official to the building code board of appeals as outlined in Section 15.04.150.

1. Written Request for Appeal. A written request for an appeal must be submitted within ten calendar days from the date on the notice of violation to the development services director. The written request shall include the following:
  - a. Date

- b. Owner's name
  - c. Owner's address,
  - d. Owner's phone number
  - e. Property address or parcel number
  - f. Information supporting the owner's position
2. Setting the Hearing. As soon as practicable after receiving the written appeal, the Board of Appeals shall fix a date, time and place of hearing. Said hearing shall be not more than thirty days from the date the written notice of appeal is filed.
3. Failure to Appeal. Failure of any person to file an appeal in accordance with the provisions of this subchapter shall constitute a waiver of rights to an administrative hearing and adjudication of the notice and order or any portion thereof.
4. Matters of Consideration. Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.
5. Decision. After hearing all testimony, the board of appeals shall have ten days to issue a decision. The decision may contain findings of fact, a determination of the issues presented, and any requirements to be complied with.

PROPOSED

# Agenda Item #17

## Discussion:

Chapter 90 - Water Service System

Chapter 92 - Water Rates

Submitted for: **Discussion**

The City has not raised the water hook up fee in quite some time. With increased costs in meters, Public Works Director recommends an increase in the water hook up fee (when connecting a new service to the water main). The water hook up fee includes the meter cost, end point costs, administrative costs pertaining to account administration, time & costs associated with locates and certain additional Public Works overhead costs. The City supplies a 5/8in meter. Pursuant to Chapter 91, any meter sized other than 5/8in meter is the sole cost and responsibility of the property owner but must be approved by the City.

Current - \$600 for residential or commercial with 5/8in meter

Proposed:

**\$750 Residential with 5/8in meter**

**\$1300 Residential with 5/8in meter plus irrigation service with 5/8in meter**

**\$575 Residential Irrigation (if installed after new construction)**

**\$1000 Any non-residential with 5/8in meter**

**\$1500 Non-residential with 5/8in meter plus irrigation with 5/8in meter**

The City has been receiving an increased number of requests for temporary water shut offs - specifically from residents who leave the state for warmer weather for an extended period time. We do not currently have a "snowbird" or temporary shut off policy. Our services are billed as related services & we contract for garbage services. Waste Connections doesn't not do temporary interruptions in service so we are billed for each location regardless of whether service occurs or not. Larain reviewed several examples and we have put together a sample policy that we believe would work for the City of Van Meter IF that is something Council would like us to pursue.

Enclosed: Proposed language for water hook up rate change, list of water hook up charges of surrounding communities, and proposed snow bird policies

the City in accordance with this chapter. This chapter shall apply to all replacements of existing water service pipes as well as to new ones. The Superintendent shall make such rules, not in conflict with the provisions of this chapter, as may be needed for the detailed operation of the water system, subject to the approval of the Council. In the event of an emergency the Superintendent may make temporary rules for the protection of the system until due consideration by the Council may be had.

(Code of Iowa, Sec. 372.13[4])

#### 90.03 MANDATORY CONNECTIONS.

All residences and business establishments within the City limits intended or used for human habitation, occupancy or use shall be connected to the public water system.

#### 90.04 ABANDONED CONNECTIONS.

When an existing water service is abandoned or a service is renewed with a new tap in the main, all abandoned connections with the mains shall be turned off at the corporation stop and made absolutely watertight.

#### 90.05 PERMIT.

Before any person makes a connection with the public water system, a written permit must be obtained from the City. The application for the permit shall include a legal description of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. If the proposed work meets all the requirements of this chapter and if all fees required under this chapter have been paid, the permit shall be issued. Work under any permit must be completed within 60 days after the permit is issued, except that when such time period is inequitable or unfair due to conditions beyond the control of the person making the application, an extension of time within which to complete the work may be granted. The permit may be revoked at any time for any violation of these chapters.

#### 90.06 CONNECTION CHARGE.

Before any permit is issued the person who makes the application shall pay a connection charge in the amount as determined by the resolution of the City Council of ~~\$600.00~~ to reimburse the City for costs borne by the City in making water service available to the property served. The Council shall have the discretion to waive these fees by resolution under such circumstances as they deem to be in the City's interests. The Council shall have the discretion to waive this fee by ordinance under such circumstances as they deem to be in the City's interests.

located in a mobile home park or manufactured home community and the mobile home park or manufactured home community owner or manager is the account holder, unless the lease agreement specifies that the tenant is responsible for payment of a portion of the rates or charges billed to the account holder.

#### 92.09 LIEN NOTICE.

A lien for delinquent water service charges shall not be certified to the County Treasurer unless prior written notice of intent to certify a lien is given to the customer in whose name the delinquent charges were incurred. If the customer is a tenant and if the owner or landlord of the property or premises has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than 30 days prior to certification of the lien to the County Treasurer.

(Code of Iowa, Sec. 384.84)

#### 92.10 TEMPORARY VACANCY.

A property owner may request water service be temporarily discontinued and shut off at the curb valve when the property is expected to be vacant for ~~an extended period of time a period of time extending longer than four (4) weeks. There shall be a \$25.00 fee collected for shutting the water off at the curb valve and a \$25.00 fee for restoring service. The fees charged for shutting the water off at the curb valve and restoring service shall be established by resolution of the City Council.~~ During a period when service is temporarily discontinued as provided herein there shall be no minimum service charge for water or sewer. However, a charge for solid waste/recycling and administrative fee will continue to be billed monthly. The City will not drain pipes or pull meters for temporary vacancies.

A request to temporarily discontinue service must be made in writing to the City Clerk on a form available at City Hall or on the City website at least 72 hours in advance of the date of requested disconnection. The temporary disconnection fee and restoration fee shall be added to the next applicable utility bill for the utility billing account.

~~92.11 RATES OUTSIDE THE CITY EXEMPTION. Remove this section as this is specific to the Brookview properties that will be annexed in to the corporate limits prior to the enactment of these proposed changes.~~

~~—The properties listed under this section are exempt from Section 03 “Rates Outside the City.” For water service billing purposes, these properties shall be subject to Section 02 “Rates for Service.”~~

~~—Exempt Properties:~~



- ~~1. 425 4th Avenue~~
- ~~2. 2684 Brookview Lane~~
- ~~3. 2680 Brookview Lane~~
- ~~4. 2676 Brookview Lane~~
- ~~5. 2672 Brookview Lane~~
- ~~6. 2668 Brookview Lane~~
- ~~7. 2664 Brookview Lane~~

(Section 92.11 - Ord. 2021-06 - Mar. 21 Supp.)

**From:** [Larain Climer](#)  
**To:** [Jess Drake](#)  
**Subject:** Water Connection Fees  
**Date:** Friday, February 7, 2025 10:08:36 AM

---

Adel – Residential: \$800 + cost of meter Commercial: \$1000 + cost of meter

Earlham: \$200

Winterset: \$100 to \$1000

Dallas Center: **3/4-inch:** \$1,200

**1-inch:** \$1,380

1. **1/2-inch:** \$2,860

**2-inch:** \$3,870

Waukee and West Des Moines varied based on meter type, water district, acres of land, and what building type the new construction is. West Des Moines varied from \$700-\$110,000. Wauke varied from \$1100-\$3600.

## Temporary Service Disconnection Form

### Account Information

Property Owner: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Account Number: \_\_\_\_\_

### Disconnection Request Information

Disconnection Date: \_\_\_\_\_  
Reconnection Date: \_\_\_\_\_  
Forwarding Address: \_\_\_\_\_

My water will be shut off at the curb by the City of Van Meter - Public Works. I will be billed a charge of \$15.00 for shutting the water off at the curb stop at time of disconnection and \$15.00 for restoring service at the curb stop at the time of restoration. During the period in which the service is disconnected, I will not be billed for water, sewer, water capital improvement fees or sewer improvement fees. However, I will be billed the solid waste/recycling monthly charge of \$22.50 and administrative fee of \$1.00.

*The City of Van Meter continues to pay the solid waste and recycling charges billed per location in the City of Van Meter by our contracted carrier regardless of an absence.*

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Agenda Item #18

Discussion:

Policy Manual

Submitted for: **Discussion**

The City has an outdated policy & procedure manual and it's time for a refresh. In addition, based on our recent audit, they suggested some policies that the City should have in place. We have started a draft manual. This is a work in progress and we will bring forward a final version for adoption in March. **This will be provided at the meeting.**

Please provide any comments or questions to [jdrake@vanmeteria.gov](mailto:jdrake@vanmeteria.gov).

# Agenda Item #19

## Staff Reports

- a. *City Administration*
- b. *Legislative Update - This will be provided at the meeting.*
- c. *Public Works*
- d. *Police*
- e. *Fire*
- f. *Library*
- g. *Parks & Rec*
- h. *City Engineer*
- i. *City Attorney*

- 1) 601 Municipal Building Project – The Steering Committee has had 2 meetings with the architects & design team. The team has identified possible candidates for the community interest task force. User group meetings took place with Fire, Police and Library. The process continues to move forward. The team looks forward continuing planning discussions. Public Works and the Mayor continue to work on interior demolition.
- 2) City Hall Updates – Staff has started the process to look at options on how to remodel City Hall to accommodate growing staff and the need for meeting spaces as well as necessary updates to restrooms and common spaces.
- 3) Staff continues to work on agreements pertaining to Economic Development activities with Microsoft public improvements – roads, water & sewer.
- 4) Liz & Jess met with Microsoft to discuss their community engagement concepts and philanthropy ideas.
- 5) Liz & Jess met with Jester Insurance to discuss the City's 2025 Insurance Renewal. Overall premiums will likely increase about 7-8% but we are going to budget a 10% increase until we get a little firmer numbers. Work comp continues to be a large portion of our premium and the majority of that costs is contributed to Volunteer Fire. At the time of the meeting, our Work Comp mod had dropped to .86 but shortly after, we did have a work comp claim and that may impact the upcoming renewal, if not this year, it will next. Heath from Jester Insurance will be at the March 10 meeting to present.
- 6) Jess has been working with PFM on budget activities as well as proposed rate changes for water & sewer based on cash flows from FY24 actuals and FY25 year to date. PFM will attend a March council meeting to present.
- 7) Jess & Joe attended the Dallas County Mayor's meeting in January. Topics included property tax issues and concerns with county LOST distribution to unincorporated Dallas Co, fire protection, balancing county priorities with city priorities and impacts of the recent 3:5 Board of Supervisors changes. As an output of that meeting, Jess reached out to newly elected Supervisor Helm and she will be attending the workshop on February 24 to meet the Council & Mayor.
- 8) Jess became a member of the Iowa League of Cities "Legislative Champions" committee and is working with other clerks, mayors and administrators to advocate during the 2025 Legislative Session. In addition to that effort, efforts along the same lines are happening in her role as a board member of the Greater Dallas County Development Alliance. She has a meeting set with Van Meter's representative in the Iowa Senate, Sarah Trone Garriott in mid-February. A request has been sent to representative David Young's office with no response to date.
- 9) Jess has also been asked to participate in the budget committee for the Dallas County Assessor again for FY26.
- 10) Civic Systems was on site on Thursday, February 6 to start the onboarding process for the new software. HBS joined virtually for a short time and it looks

promising that they will be able to utilize the data directly from our server instead of printed reports for the data conversion so that will be a considerable savings in time and money in the conversion process. As part of the conversion, staff is going work to finish the water meter conversion to SetFlow for as many accounts as possible in an effort to only convert one meter reading process.

- 11) Jess participated in the winter session of the Iowa Municipal Professional Institute. She should be able obtain her certification in the fall of 2025.
- 12) Larain spent a lot of time during the week of 2/3 organizing and cleaning out items at City Hall including files and supplies.
- 13) Jess continues to work on the fire protection issues with the townships, specially in Madison County. We did put a new 28E in place with Lee Township in 2023 but we need to amend to allow for electronic distribution of the levied dollars to directly to the City. An amendment has been provided to Lee Township for review & acceptance. After a pretty trying process spanning over 8 months, Jess was finally able to receive the necessary documentation to perform the necessary reconciliation to determine the balances due from Jefferson & Lee Townships. Both are now paid in full through the end of FY24. The current 28E with Jefferson is from 1991 and upon review, it's become evident that the territory defined in the agreement is not current. Jess is working with Madison County, the township and City of Winterset to determine the correct legal description and then will provide an amended agreement to Jefferson Township for review & acceptance.
- 14) Staff continues to work on the budget. Jess did have a call with PFM and Dorsey to discuss use of the debt service levy and we were able to land on a proposed levy rate of \$14.16. Final touches to the department budgets will take place over coming weeks. The necessary information is with the Department of Management to provide to the County by the March 5 deadline.
- 15) Staff has been working on a schedule for Requests for Proposals for various professional services and drafting sample RFPs to bring to Council for consideration in March or April.
- 16) The topic for the February workshop will include proposed Comp Plan Updates and Future Land Use updates. Staff will also bring forward a few proposed zoning changes based on a wholistic zoning overview with the zoning administrator.
- 17) Staff is working with V&K to determine a path forward on the proposed shipping container ordinance including changes to language and including a period of time to become complaint with any proposed changes. A draft will be provided in March prior to taking any further action.
- 18) One of the 3 failed rental properties has become compliant. A second has been passed under conditions with certain items left to complete but need warmer weather. The 3<sup>rd</sup> has not made any improvements and staff will be working with the building official and city attorney to begin either municipal infraction or condemnation proceedings. condemnation proceedings will begin.

- 19) There have been a handful of there utility or permit issues that have popped up over the last month requiring additional attention from building inspections, engineering, public works and administrative staff. Resolution with the property owners is the preferred path forward and what staff is working towards. However, there are deadlines that have been set and if action is not taken, we will need to bring in the city attorney.
- 20) Jess & Liz will attend the City Development Board meeting on February 12 regarding the proposed Brookview Annexation.
- 21) Liz has been registering for a variety of Economic Development conferences and continuing education conferences including the DMDC trip to Washington DC trip in May of 2025.



AGENDA
State of Iowa
City Development Board
Wednesday, February 12, 2025
1:00 p.m.
1963 Bell Avenue, Suite 200 – Helmick Conference Room
Public Meeting Access: https://akaiowa.us/cdb

Call to Order

- I. Welcome & Introductions Dennis Plautz
II. Roll Call Betty Hessing
III. Approve Agenda Action
IV. Consideration of January 7, 2025 Business Meeting Minutes Action
V. Old Business D24-01 Randalia Roll Call
VI. New Business NC25-03 Van Meter Roll Call
UA25-04 Swisher Roll Call
UA25-05 Mount Vernon Roll Call
VII. Staff Reports Betty Hessing Eric Dirth
VIII. Public Hearings Scheduled for February 12, 2025 February 12, 2025 / 1:15 p.m. / NC25-02 Norwalk at IEDA, 1963 Bell Avenue, Suite 200, Helmick Conference Room, Des Moines or via Teams Webinar
IX. Future City Development Board Meeting March 12, 2025 – 1:00 p.m. at IEDA, 1963 Bell Avenue, Des Moines
X. Adjournment

City Development Board Members:

Dennis Plautz – Board Chair, Fort Dodge; James Halverson – Board Vice Chair, Cedar Rapids; Thomas Treharne, Marion; Laura Skogman, Cedar Rapids; Colleen Frein, Mason City

Please Note:

The meeting will convene no earlier than stated above, but may begin later, depending upon length of earlier meetings. Some members of the board may participate electronically due to travel issues. Agenda items may be considered out of order at the discretion of the Chair. If you require accommodation to participate in this public meeting, call (515) 348-6197 to make your request. Please notify us as long as possible in advance of meeting.

\*This meeting will be accessible to members of the public in person at IEDA or click on the link above to participate in the meeting via Teams.



LIVING HERE

GROWING BUSINESS HERE

WORKING HERE

## DMDC

A- A+

Each year in May, around 200 Greater Des Moines' (DSM) business, civic and regional community leaders travel to Washington D.C. to present The Partnership's Federal Policy Agenda. This is a unique opportunity to promote vital regional and local priorities and economic development projects to Iowa's Congressional delegation, the Administration and their staffs and to advocate with one voice and one mission as one united region.

## Register for DMDC 2025

## Register

### Previous DMDC trips included

- Luncheons with keynote remarks from U.S. Congressional Members
- Chamber briefings
- Workshops on topics including trade, health care and immigration
- Tours to famous sites including the African American Museum, Library of Congress and the U.S. Capitol

Read about the most recent DMDC trip in the "[DMDC Trip Exceeds and Hype](#)" blog post.

Explore the attendee list for DMDC 2024 [here](#) which includes business, civic and community leaders who traveled to Washington, D.C. to advocate for regional priorities. As we prepare for DMDC 2025, a list of confirmed attendees will be updated as participants register.

Contact Ryan Moon, Director of Government Relations and Public Policy, at [rmoon@DSMpartnership.com](mailto:rmoon@DSMpartnership.com) or (515) 286-4912 and Amelia Klatt, Director of Events, at [aklatt@DSMpartnership.com](mailto:aklatt@DSMpartnership.com) or (515) 286-4917 for more information.

## Sponsorships

Interested in becoming a sponsor for this unique opportunity for

## 2025 DMDC Trip Sponsors

### Gold Sponsors



Watch the recap video from DMDC 2024.



## Testimonials

"This dual-Membership model with the 23 Affiliate Chambers and 6,400+ Members is really impressive. It's the reason we're the fourth-largest Chamber in the nation. To think of the communities from Indianola to Ames, Grinnell all the way to Winterset, how could those individual Chambers and their businesses have this national voice without The Partnership?" — **Justin Brown**, *DOWNING CONSTRUCTION*

"I had the opportunity to connect with Senator Joni Ernst's office about small business policy, and I think that is so important. As a female small business owner myself, we need to have our voice heard, and this trip gives us the opportunity for that." — **Rita Perea**, *RITA PEREA LEADERSHIP COACHING AND CONSULTING ASSOCIATES*

"You can spend a year trying to make some of the connections you're going to make in three days." — **Tony Dickinson**, *NCMIC*

## Public Works Report

February, 2025

- 1: Shane and Spencer have started taking classes to obtain grade 1 water operator certification.
- 2: More work and demo has taken place at the Dahl building
- 3: We had a couple of minor snow events. Mostly had to salt and sand.
- 4: Had a water main break on Sunday, January 19<sup>th</sup> on the north side of the school
- 5: Performed a sign survey around town of any street signs that will need replaced. We have a big stock of many different signs in the out building. We will be using that stock as much as possible.
- 6: Have been performing routing maintenance on pumps and valves at the old booster station
- 7: I am getting quotes from companies that perform street cleaning to clean streets in the spring.
- 8: Working in collecting drawings from past developments to enter in to our GIS system for mapping of our public utilities.
- 9: I am working with Randy Johnson on design requirements for the school upgrades.
- 10: Working on a new work flow chart/board for public works to streamline work efficiency for all of our projects.
- 11: I am going to start a survey of trees to be trimmed in the spring/summer to be trimmed that are in city right of ways and property.
- 12: Have installed numerous meters around town.
- 13: Installed new keypad door locks on well houses and lift station

**Year to Date Statistics**  
**01/01/2025**

	<b><u>Total Calls:</u></b>	<b><u>Traffic Stops:</u></b>
<b><u>Y2D:</u></b>	97	49

**December Statistics**

	<b><u>Total Calls:</u></b>	<b><u>Traffic Stops:</u></b>
<b><u>Month:</u></b>	97	49

**Training/ Updates**

Officer Cooper and Delic attended and completed a weeklong course on Interview & Interrogation at Camp Dodge to get a better understanding of the processes and practices.

We have met with the architects to discuss basic things with the Dahls building and look forward to the project as it progresses.

The F-150 is still in process, and we hope to see it in January if everything goes to plan.

Please feel free to reach out to any of us if you have any questions or concerns.

# Van Meter Fire Department

## Fire Chief Mark Schmitt



# Monthly Report to Council

## January 2025

### Training

*Training in January was cold weather emergencies.*

### Significant Calls

*The month of January was not a busy month with 26 total calls, but we did have many significant calls in the month.*

*We started the month off on the morning of January 1<sup>st</sup> with a trailer fire in DeSoto.*





*On one of the coldest days/nights of the month, we had a chimney fire around 10:30 pm in Wildwood. The temp at the time of the fire was -8, the homeowners were awakened by their active smoke detectors and were able to get everyone out of the house. Estimated damage is \$100k. Because of the weather, the lack of fire hydrants in this neighborhood and the long distance from the street to the home, in addition to our automatic aid with DeSoto, departments from Adel, Dallas Center, Earlham, Waukee, West Des Moines, and Winterset were called for additional resources.*



*At 8 pm on Wednesday January 26<sup>th</sup> we were dispatched to I80 Westbound mile marker 113 for a single vehicle rollover accident in the construction area. The driver was the only occupant of the vehicle and was ejected from the vehicle. Life Flight was called and transported the patient due to the severity of the accident and the time to get the patient to a trauma center.*



## **Projects, Activities, & Special Events**

*Continued meetings with the building project*

## **Boards, Groups, and Associations**

*Chief Schmitt and Asst Chief Feldman and Fyfe attended the Dallas County Fire Chiefs meeting.*

*Many members of the department attended the Dallas County EMS bimonthly meeting.*

## For the good of the Department

*The members of the department did an incredible job this month responding to these critical calls and the other calls we had throughout the month as well!*

*I am very proud to help lead this department!*

## Monthly Call Report

<i>January 2025</i>	<i>Total</i>	<i>Responded</i>	<i>No Response</i>	<i>Fire</i>	<i>EMS</i>
<i>De Soto</i>	<i>11</i>	<i>9</i>	<i>2</i>	<i>3</i>	<i>8</i>
<i>Van Meter</i>	<i>15</i>	<i>13</i>	<i>2</i>	<i>8</i>	<i>7</i>
<i>Mutual aid</i>					
<i>Total</i>	<i>26</i>	<i>22</i>	<i>4</i>	<i>11</i>	<i>15</i>

Of the 4 no response calls, 2 were EMS calls to DeSoto, and 2 EMS calls in Van Meter.



Director's Report  
 Submitted by Jonatha Basye, February 4th, 2025

Statistics for January 2025

	<b>This Month</b>	<b>Year to Date</b>	<b>Last Year to Date</b>
<b>VISITORS</b>	346	3449	2706
<b>CIRCULATION</b>			
Books- Adult	171	1389	806
Books- Teen	10	166	138
Books- Juvenile	546	4885	3797
Misc	76	381	180
DVD	31	342	332
E-Books & Audio Books	453	2989	2378
<b>Total Circulation</b>	<b>1287</b>	<b>10125</b>	<b>7631</b>
<b>PROGRAMMING</b>			
Juvenile Programs Offered	12	77	75
Juvenile Program Attendance	162	1120	1254
Adult Programs Offered	3	12	10
Adult Program Attendance	37	139	306
<b>Total Attendance</b>	<b>199</b>	<b>1259</b>	<b>1560</b>
<b>OTHER SERVICES</b>			
Reference Questions	49	450	407
Wireless Usage	67	585	470
Computer Usage	1	61	85
<b>MATERIALS</b>			
Items Added	46	602	283
Items Deleted	1	187	92



Work reflected took place between January 11th and February 4th

- January 13th--Pokemon Card Swap; City Council Meeting
- January 14th-- Dallas County Library Association Meeting; All Iowa Reads 2025 Author Presentations Webinar through State Library of Iowa
- January 15th--Library Board of Trustees Meeting
- January 16th--University Kids Outreach
- January 18th--Pinterest It! Snowman Program
- January 20th--CLOSED
- January 21st--Books & Banter
- January 23rd--Visit with Dallas Center Library Director; PM StoryTime; Books & Banter
- January 24th--Kids Care Outreach; Inspired Kids Outreach
- January 27th--ARSL Regional Focus Group Zoom Meeting; City Council Meeting
- January 28th--ARSL Networking Zoom Meeting; Visit with Granger Library Director; ISLA Zoom Meeting
- January 30th--Iowa Libraries Online Conference (ILOC All-Day Webinar) through the State Library of Iowa
- February 3rd--Winter Reading Bingo Ends
- February 4th--Invision Meeting; Van Meter HS Book Club

January is typically our slowest month at the library. Programming numbers were down; however, we continue to see record circulation of our collection, especially with electronic materials.

I have been visiting several libraries in preparation for our meetings with Invision. The directors at Prairie City, Dallas Center, and Granger have been gracious hosts, and have answered many questions. I have gotten some great ideas from all of them thus far, and am excited to discuss them with the Invision team.

I also submitted grant applications to both the Dallas County and Bock Foundations. I am asking for monies to help purchase more Launchpads and Wonderbooks for our collection. We have seen quite an increase in circulation and would like to boost our current collection.

Mrs. Miller and I are starting both middle and high school book clubs this month. I am very excited about this collaboration, and hope we attract several students to join us.

As always, thank you to city council, the mayor, and city staff for your support of the library.

February 2025

**Monthly Council Report**

<b>Sport</b>	<b>Registration # to Date</b>
Youth Basketball	<b>112</b>
Youth Football	
Youth Flag Football	
Youth Soccer – Spring	<b>306</b>
Youth Soccer – Fall	
Little League – Boys	<b>70</b>
Rec Softball - Girls	<b>41</b>

- **2 Weeks remain in the basketball season**
- **Soccer registration is set to close February 9<sup>th</sup>**
  - **Numbers expected to be slightly down compared to the fall due to overlap with baseball and softball**
- **Little league baseball and Rec Softball registrations have been released and are set to close February 28th**
  - **I have completed the necessary little league admin training for the season**
- **Sent in the Dallas County Foundation grant application for potential funding for the Johnson Park staircase project**
  - **Additionally, I applied for the Iowa Park & Recreation Association mini grant to gain additional funding for the project**
- **The Mid-American “Trees please” grant application for turned in**
  - **If we are awarded the tree money, we are planning to plant new trees at the future Grand Estates Park**
- **We have gone away with the old park and rec calendar and have combined it with the new city-wide calendar**
  - **Going forward all park and rec events happening on city parks/fields will be shown on the City Calendar**
  - **Additionally, non rec teams looking to use the fields will have to request times to me and I will update the Calendar on my end**
    - **We are charging \$20 per practice for non VM rec teams**

# Agenda Item #20

## 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.*

Mayor: *Roll Call Please.*

City Clerk: Akers \_\_\_\_\_ Brott \_\_\_\_\_ GroImus \_\_\_\_\_ Pelz \_\_\_\_\_ Westfall \_\_\_\_\_

Mayor: *This meeting is adjourned at \_\_\_\_\_pm. Thank you.*