

Council Members

Joe Herman, Mayor
Travis Brott, Mayor Pro Tem
Joel Akers
Jarin Young
Jason Barney
Joe Lake

City Staff

Annette Ekhoﬀ, City Administrator
Travis Cooke, 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, City 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.

Meeting Agenda:

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Discussion and Consideration**
 - a. RICHLAND ROAD TRAIL CHANGE ORDER NO. 2
 - b. VERIZON LEASE
 - c. CITY COUNCIL RULES OF PROCEDURE AND GOVERNANCE POLICIES
 - d. 601 MAIN UPDATE
- 4. Adjournment**

MEETING DATE: Monday, July 27, 2026
SUBJECT: RICHLAND ROAD TRAIL CHANGE ORDER NO. 2
SUBMITTED FOR: Discussion and Consideration
PRESENTER:

SUMMARY

This document is a contract change totaling \$68,065, extending the contract duration from 50 to 67 working days. The added items include sanitary and water service relocation/lowering at 3552 Richland Circle, several drainage improvements beneath or near the trail around Richland Rd/F90, mobilization for extra work, temporary site stabilization to prevent erosion until seeding season, and exploratory excavation to confirm there are no underground utility conflicts before installing the added work items.

RECOMMENDATION

Approval

SAMPLE LANGUAGE

Motion to approve RICHLAND ROAD TRAIL CHANGE ORDER NO. 2.

City Councilmember: _____ So moved.

City Councilmember: _____ Second.

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Barney _____ Lake _____ Young _____

ATTACHMENTS

1. Change Order Details Cliff Notes - ELDER SIGNED
2. Change Order Details - ELDER SIGNED



City of Van Meter

Change Order Details

25-7957-606

Description	TAP-R-7957(606)--8T-25, Letting Date- December 16, 2025	8002 and 8003 for sanitary and water service relocation/lowering at 3552 Richland Circle
Prime Contractor	ELDER CORPORATION	8004 and 8005 for drainage beneath the trail near Richland and F90 intersection
Change Order	2	8006 for drainage under the trail near Richland Circle
Status	Pending	8007 for mobilization for Extra Work Items
Date Created	07/08/2026	8008 Temporary stabilization of the site until the seeding season is open again per SUDAS spec, to avoid erosion
Type	Non-Significant - Federal-aid Participating	8009 Exploratory Excavation to ensure no conflict with underground utilities for installation of 8002,8003, 8004,8005 and 8006
Summary	Add Items for Utility Conflicts, Additional Storm Sewer, and Service Lowering	
Change Order Description	8002: Add item 2599-9999005, ('Each Item'), Sanitary sewer service relocation, 4" 8003: Add item 2599-9999005, ('Each Item'), Water Service Relocation, 1" PEX Water Service with Curb Stop 8004: Add item 2503-0110008, Storm Sewer Gravity Main, Trenched 8 Inch, HDPE 8005: Add Item 2417-0225008, Apron, Metal, 8 Inch 8006: Add Item 2435-0140200, Manhole, Storm Sewer, SW-402, Cast in Place 8007: Add Item 2533-4980005, for Mobilization for Extra Work Items. 8008: Add Item 2601-2634100, Mulch Hydraulic 8009: Add item 2599-9999005, ('Lump Sum Item'), Exploratory Excavation	
Awarded Project Amount	\$767,428.00	
Authorized Project Amount	\$771,628.00	
Change Order Amount	\$68,065.00	
Revised Project Amount	\$839,693.00	

B - Reason for Change

- 8002: Added to lower a private sanitary sewer service in conflict with the trail. Method of Measurement and Basis of Payment will be per each and no measurement for payment will be made.
- 8003: Added to lower a private water sewer service in conflict with the trail. Method of Measurement and Basis of Payment will be per each and no measurement for payment will be made.
- 8004: Added to facilitate positive drainage where the trail crosses the ditches on the north and south side of 360th St./F90. Method of Measurement and Basis of Payment will be per Standard Specification 2503.
- 8005: Added to facilitate positive drainage where the trail crosses the ditches on the north and south side of 360th St./F90. Method of Measurement and Basis of Payment will be per Standard Specification 2417.
- 8006: Additional storm sewer was required to provide drainage. The storm sewer pipes changed direction and connected which require a storm sewer structure at STA 26+95. Method of Measurement and Basis of Payment will be per Standard Specification 2435.
- 8007 - For mobilization of, crews, equipment and materials to complete the extra work. Method of Measurement and Basis of Payment will be per each and no measurement for payment will be made.
- 8008:- The contract did not have an item for temporary stabilization, In order to maintain compliance with the General Permit #2, temporary stabilization is required. Method of Measurement and Basis of Payment will be per Standard Specification 2601
- 8009:- For potholing private utilities where private services and storm sewer are to be installed. Method of Measurement and Basis of Payment will be per each and no separate measurement will be made.

C - Settlement for cost(s) of change as follows with items addressed in sections F and/ or G

- 8002: Agreed unit price.
- 8003: Agreed unit price.
- 8004: Agreed unit price.
- 8005: Agreed unit price.

8006: Agreed unit price.

8007: Agreed unit price.

8008: Agreed unit price.

8009: Agreed unit price.

D - Justification for cost(s) (See I.M. 6.000 Attachment D, Chapter 2.36, for acceptable justification)

8002 - In reviewing the Iowa DOT bid history on BidX.com has no history for this item. In review of the bid tab report from the Iowa Urban Service Bureau from February 2020 to December 2025 there were a total of 23 contracts with this item with quantities ranging 1 EA to 77 EA The high price was \$5,000.00/EA, the low price was \$26.50/EA with an average price of \$2,029.00. The proposed unit price is higher than the average price, however, but due to the single quantity, location and insulation and extreme length of the service, the price of \$17,345.00 is acceptable for this work.

8003 - In reviewing the Iowa DOT bid history on BidX.com there is no history for this item. In review of the bid tab report from the Iowa Urban Service Bureau there was 1 contract with this item with quantity of 1 EA and a price of \$7,703.00/EA. The proposed unit price of \$6,600.00 is lower than this price, and is acceptable for this work.

8004 - In reviewing the Iowa DOT bid history on BidX.com from April 2022 to July 2026 there were 2 bids received for a single contract for this item for 110 LF. The high price was \$52.00, the low price was \$28.00 with an average price of \$40.00. The proposed unit price is higher than the average price, however, with the increased cost of materials in recent years, the price of \$54.00 is acceptable for this work.

8005 - In reviewing the Iowa DOT bid history on BidX.com from April 2022 to July 2026 there were 4 bids received for a single contract for this item for 6 EA. The high price was \$500.00/EA, the low price was \$196.00/EA with an average price of \$301.68/EA. The proposed unit price is higher than the average price, however, with the increased cost of materials, the price of \$446.50 is acceptable for this work.

8006 - In reviewing the Iowa DOT bid history on BidX.com from April 2022 to July 2026 there were 63 bids received for this item with a range of for 1 EA to 19 EA. The high price was \$23,000.00/EA, the low price was \$3,710.00/EA with an average price of \$10,768.08/EA. The proposed unit price is lower than the average price, the price of \$9,862.00 is acceptable for this work.

8007 - In reviewing the Iowa DOT bid history on BidX.com from April 2022 to July 2026 there were 14,074 bids received for this item. The high price was \$16,400,000, the low price was \$0.00 with an average price of \$116,451.94. The proposed unit price is lower than the high and average price, the price of \$2,275.00 to mobilize crews, material and equipment and is acceptable.

8008 - In reviewing the Iowa DOT bid history on BidX.com from April 2022 to July 2026 there were 37 bids received for this item. The high price was \$6,500.00/ACRE the low

price was \$2,000.00/ACRE with an average price of \$3,830.00ACRE. The proposed unit price is lower than the high, but higher than average price, the price of \$2,850/ACRE is acceptable.

8009 - In reviewing the Iowa DOT bid history on BidX.com from April 2022 to July 2026 there were 37 bids received for this item. The high price was \$750.00/HOUR the low price was \$90.00/HOUR with an average price of \$370.60/HOUR. The contractor proposed the use of a hydrovac for a single day. The Lump Sum price provided of \$3,350.00 equates to \$335.00/HOUR. The proposed unit price is lower than the high and average price, the price lump sum price of \$3,350.00 is acceptable.

E - Contract time adjustment:

8002: 3 days

8003: 3 days

8004: 2 days

8005: 1 day

8006: 5 days

8007: None

8008: 1 day

8009: 1 day

16 Total Days

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 0001 - TAP-R-7957(606)--8T-25, TRAIL ITEMS					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0808	2601-2634100	ACRE	2.800	\$2,850.000	\$7,980.00
MULCHING					
Reason: The contract did not have an item for temporary stabilization, In order to maintain compliance with the General Permit #2, temporary stabilization is required.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			2.800	\$2,850.000	\$7,980.00
8002	2599-9999005	EACH	1.000	\$17,345.000	\$17,345.00
('EACH' ITEM): Sanitary Sewer Service Relocation, 4"					
Reason: Added to lower a private sanitary sewer service in conflict with the trail					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			1.000	\$17,345.000	\$17,345.00
8003	2599-9999005	EACH	1.000	\$6,600.000	\$6,600.00
('EACH' ITEM): Water Service Relocation, 1" PEX Water Service with Curb Stop					
Reason: Added to lower a private water sewer service in conflict with the trail.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			1.000	\$6,600.000	\$6,600.00
8004	2503-0110008	LF	152.000	\$54.000	\$8,208.00
STORM SEWER GRAVITY MAIN, TRENCHED, 8 IN.					
Reason: Added to facilitate positive drainage where the trail crosses the ditches on the north and south side of 360th St./F90.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			152.000	\$54.000	\$8,208.00

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
8005	2417-0225008	EACH	10.000	\$446.500	\$4,465.00
APRONS, METAL, 8 IN. DIA.					
Reason: Added to facilitate positive drainage where the trail crosses the ditches on the north and south side of 360th St./F90.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			10.000	\$446.500	\$4,465.00
8006	2435-0140200	EACH	1.000	\$9,862.000	\$9,862.00
MANHOLE, STORM SEWER, SW-402					
Reason: Additional storm sewer was required to provide drainage. The storm sewer pipes changed direction and connected which require a storm sewer structure.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			1.000	\$9,862.000	\$9,862.00
8007	2533-4980005	LS	1.000	\$2,275.000	\$2,275.00
MOBILIZATION					
Reason: For mobilization of, crews, equipment and materials to complete the extra work.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			1.000	\$2,275.000	\$2,275.00
8008	2601-2634100	ACRE	2.800	\$2,850.000	\$7,980.00
MULCHING					
Reason: The contract did not have an item for temporary stabilization, In order to maintain compliance with the General Permit #2, temporary stabilization is required					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			2.800	\$2,850.000	\$7,980.00

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
8009	2599-9999010	LS	1.000	\$3,350.000	\$3,350.00
('LUMP SUM' ITEM): Exploratory Excavation					
Reason: For potholing private utilities where private services and storm sewer are to be installed.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			1.000	\$3,350.000	\$3,350.00
9 items					Total: \$68,065.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606	\$767,428.00	\$771,628.00	\$68,065.00	\$839,693.00
25-7957-606-CAT-2 NON-PARTICIPATING	\$0.00	\$0.00	\$0.00	\$0.00
2 fund packages	\$767,428.00	\$771,628.00	\$68,065.00	\$839,693.00

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Working Days	50.0 Days	51.0 Days	16.0 Days	67.0 Days
Working Days, Late Start Date - 08/17/2026, Liquidated Damage Rate - 1,000				
Reason: To Complete Extra Work Items				
1 time limit				

AGREED BY CONTRACTOR:

By: Alan Mills Date: 07/14/2026

RECOMMENDED BY ENGINEER:

By: _____ Date: _____

APPROVED BY VAN METER CITY COUNCIL:

By: _____ Date: _____

MAYOR



City of Van Meter

Change Order Details

25-7957-606

Description	TAP-R-7957(606)--8T-25, Letting Date- December 16, 2025
Prime Contractor	ELDER CORPORATION
Change Order	2
Status	Pending
Date Created	07/08/2026
Type	Non-Significant - Federal-aid Participating
Summary	Add Items for Utility Conflicts, Additional Storm Sewer, and Service Lowering
Change Order Description	8002: Add item 2599-9999005, ('Each Item'), Sanitary sewer service relocation, 4" 8003: Add item 2599-9999005, ('Each Item'), Water Service Relocation, 1" PEX Water Service with Curb Stop 8004: Add item 2503-0110008, Storm Sewer Gravity Main, Trenched 8 Inch, HDPE 8005: Add Item 2417-0225008, Apron, Metal, 8 Inch 8006: Add Item 2435-0140200, Manhole, Storm Sewer, SW-402, Cast in Place 8007: Add Item 2533-4980005, for Mobilization for Extra Work Items. 8008: Add Item 2601-2634100, Mulch Hydraulic 8009: Add item 2599-9999005, ('Lump Sum Item'), Exploratory Excavation
Awarded Project Amount	\$767,428.00
Authorized Project Amount	\$771,628.00
Change Order Amount	\$68,065.00
Revised Project Amount	\$839,693.00

B - Reason for Change

- 8002: Added to lower a private sanitary sewer service in conflict with the trail. Method of Measurement and Basis of Payment will be per each and no measurement for payment will be made.
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- 8004: Added to facilitate positive drainage where the trail crosses the ditches on the north and south side of 360th St./F90. Method of Measurement and Basis of Payment will be per Standard Specification 2503.
- 8005: Added to facilitate positive drainage where the trail crosses the ditches on the north and south side of 360th St./F90. Method of Measurement and Basis of Payment will be per Standard Specification 2417.
- 8006: Additional storm sewer was required to provide drainage. The storm sewer pipes changed direction and connected which require a storm sewer structure at STA 26+95. Method of Measurement and Basis of Payment will be per Standard Specification 2435.
- 8007 - For mobilization of, crews, equipment and materials to complete the extra work. Method of Measurement and Basis of Payment will be per each and no measurement for payment will be made.
- 8008:- The contract did not have an item for temporary stabilization, In order to maintain compliance with the General Permit #2, temporary stabilization is required. Method of Measurement and Basis of Payment will be per Standard Specification 2601
- 8009:- For potholing private utilities where private services and storm sewer are to be installed. Method of Measurement and Basis of Payment will be per each and no separate measurement will be made.

C - Settlement for cost(s) of change as follows with items addressed in sections F and/ or G

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8006: Agreed unit price.

8007: Agreed unit price.

8008: Agreed unit price.

8009: Agreed unit price.

D - Justification for cost(s) (See I.M. 6.000 Attachment D, Chapter 2.36, for acceptable justification)

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8006 - In reviewing the Iowa DOT bid history on BidX.com from April 2022 to July 2026 there were 63 bids received for this item with a range of for 1 EA to 19 EA. The high price was \$23,000.00/EA, the low price was \$3,710.00/EA with an average price of \$10,768.08/EA. The proposed unit price is lower than the average price, the price of \$9,862.00 is acceptable for this work.

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price was \$2,000.00/ACRE with an average price of \$3,830.00ACRE. The proposed unit price is lower than the high, but higher than average price, the price of \$2,850/ACRE is acceptable.

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E - Contract time adjustment:

8002: 3 days

8003: 3 days

8004: 2 days

8005: 1 day

8006: 5 days

8007: None

8008: 1 day

8009: 1 day

16 Total Days

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 0001 - TAP-R-7957(606)--8T-25, TRAIL ITEMS					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0808	2601-2634100	ACRE	2.800	\$2,850.000	\$7,980.00
MULCHING					
Reason: The contract did not have an item for temporary stabilization, In order to maintain compliance with the General Permit #2, temporary stabilization is required.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			2.800	\$2,850.000	\$7,980.00
8002	2599-9999005	EACH	1.000	\$17,345.000	\$17,345.00
('EACH' ITEM): Sanitary Sewer Service Relocation, 4"					
Reason: Added to lower a private sanitary sewer service in conflict with the trail					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			1.000	\$17,345.000	\$17,345.00
8003	2599-9999005	EACH	1.000	\$6,600.000	\$6,600.00
('EACH' ITEM): Water Service Relocation, 1" PEX Water Service with Curb Stop					
Reason: Added to lower a private water sewer service in conflict with the trail.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			1.000	\$6,600.000	\$6,600.00
8004	2503-0110008	LF	152.000	\$54.000	\$8,208.00
STORM SEWER GRAVITY MAIN, TRENCHED, 8 IN.					
Reason: Added to facilitate positive drainage where the trail crosses the ditches on the north and south side of 360th St./F90.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			152.000	\$54.000	\$8,208.00

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
8005	2417-0225008	EACH	10.000	\$446.500	\$4,465.00
APRONS, METAL, 8 IN. DIA.					
Reason: Added to facilitate positive drainage where the trail crosses the ditches on the north and south side of 360th St./F90.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			10.000	\$446.500	\$4,465.00
8006	2435-0140200	EACH	1.000	\$9,862.000	\$9,862.00
MANHOLE, STORM SEWER, SW-402					
Reason: Additional storm sewer was required to provide drainage. The storm sewer pipes changed direction and connected which require a storm sewer structure.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			1.000	\$9,862.000	\$9,862.00
8007	2533-4980005	LS	1.000	\$2,275.000	\$2,275.00
MOBILIZATION					
Reason: For mobilization of, crews, equipment and materials to complete the extra work.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			1.000	\$2,275.000	\$2,275.00
8008	2601-2634100	ACRE	2.800	\$2,850.000	\$7,980.00
MULCHING					
Reason: The contract did not have an item for temporary stabilization, In order to maintain compliance with the General Permit #2, temporary stabilization is required					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			2.800	\$2,850.000	\$7,980.00

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
8009	2599-9999010	LS	1.000	\$3,350.000	\$3,350.00
('LUMP SUM' ITEM): Exploratory Excavation					
Reason: For potholing private utilities where private services and storm sewer are to be installed.					
			Funding Details		
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606			1.000	\$3,350.000	\$3,350.00
9 items					Total: \$68,065.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
25-7957-606-CAT-1 25-7957-606-CAT-1 25-7957-606	\$767,428.00	\$771,628.00	\$68,065.00	\$839,693.00
25-7957-606-CAT-2 NON-PARTICIPATING	\$0.00	\$0.00	\$0.00	\$0.00
2 fund packages	\$767,428.00	\$771,628.00	\$68,065.00	\$839,693.00

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Working Days	50.0 Days	51.0 Days	16.0 Days	67.0 Days
Working Days, Late Start Date - 08/17/2026, Liquidated Damage Rate - 1,000				
Reason: To Complete Extra Work Items				
1 time limit				

AGREED BY CONTRACTOR:

By: Alan Mills Date: 07/14/2026

RECOMMENDED BY ENGINEER:

By: _____ Date: _____

APPROVED BY VAN METER CITY COUNCIL:

By: _____ Date: _____

MAYOR

MEETING DATE: Monday, July 27, 2026
SUBJECT: VERIZON LEASE
SUBMITTED FOR: Discussion and Consideration
PRESENTER:

SUMMARY

City Attorney Fatino reviewed the Verizon water tower lease and concluded that there is no language in the lease requiring the City to share Verizon's engineering costs or provide rent abatement. In his opinion, Verizon does not have a legal basis to recover the V&K engineering fees from the City through rent forgiveness. He suggested the City's response could simply state: "We see no legal obligation to share in engineering costs or provide rent abatement to cover the same."

RECOMMENDATION

SAMPLE LANGUAGE

City Councilmember: _____ So moved.

City Councilmember: _____ Second.

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Barney _____ Lake _____ Young _____

ATTACHMENTS

1. DES Bob Feller FE Lease

SITE NAME: **DES Bob Feller**
SITE NUMBER:
ATTY/DATE: 8/13/15

WATER TOWER LEASE AGREEMENT

This Agreement, made this 8th day of September, 2015, between the City of Van Meter, an Iowa municipal corporation, with its principal offices at PO Box 160, 310 Mill Street, Van Meter, Iowa 50261, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

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

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

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

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

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

3. TERM; RENTAL; ELECTRICAL.

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

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

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

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

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

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at "Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375". LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

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

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

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

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

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

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

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

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

10. INSURANCE.

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

b. LESSEE will maintain at its own cost;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

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

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

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

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

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

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

29. DEFAULT.

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

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

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

31. ENVIRONMENTAL.

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

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

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

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

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

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

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

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

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

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

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

Signatures on following page

Remainder of page intentionally left blank

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

LESSOR:

City of Van Meter,
an Iowa municipal corporation

By: Allan B. Adams
Name: Allan B. Adams
Its: Mayor

By: Jim Thompson
Name: Jim Thompson
Its: City Clerk

Date: August 19, 2014

LESSEE:

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

By: Aaron Glass
Name: Aaron Glass
Regional Network Executive Director

Date: 9/8/15

Remainder of page intentionally left blank

Exhibit "A"

(Legal Description of Property)

Page 1 of 3

Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 27, Township 78 North, Range 27 West of the 5th P.M., Van Meter, Dallas County, Iowa; thence S 00 Degrees 00' along West line of said Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) 657.50 feet to the South line of the North half (N 1/2) of the said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4); thence N 89° 47' E 250.00 feet to the Point of Beginning; thence N 00° 13' W 100.00 feet; thence N 89° 47' E 100.00 feet; thence S 00 Degrees 13' E 100.00 feet; thence S 89° 47' W 100.00 feet to the Point of Beginning.

Exhibit "A"

(Sketch of Land Space within Property)

Page 2 of 3

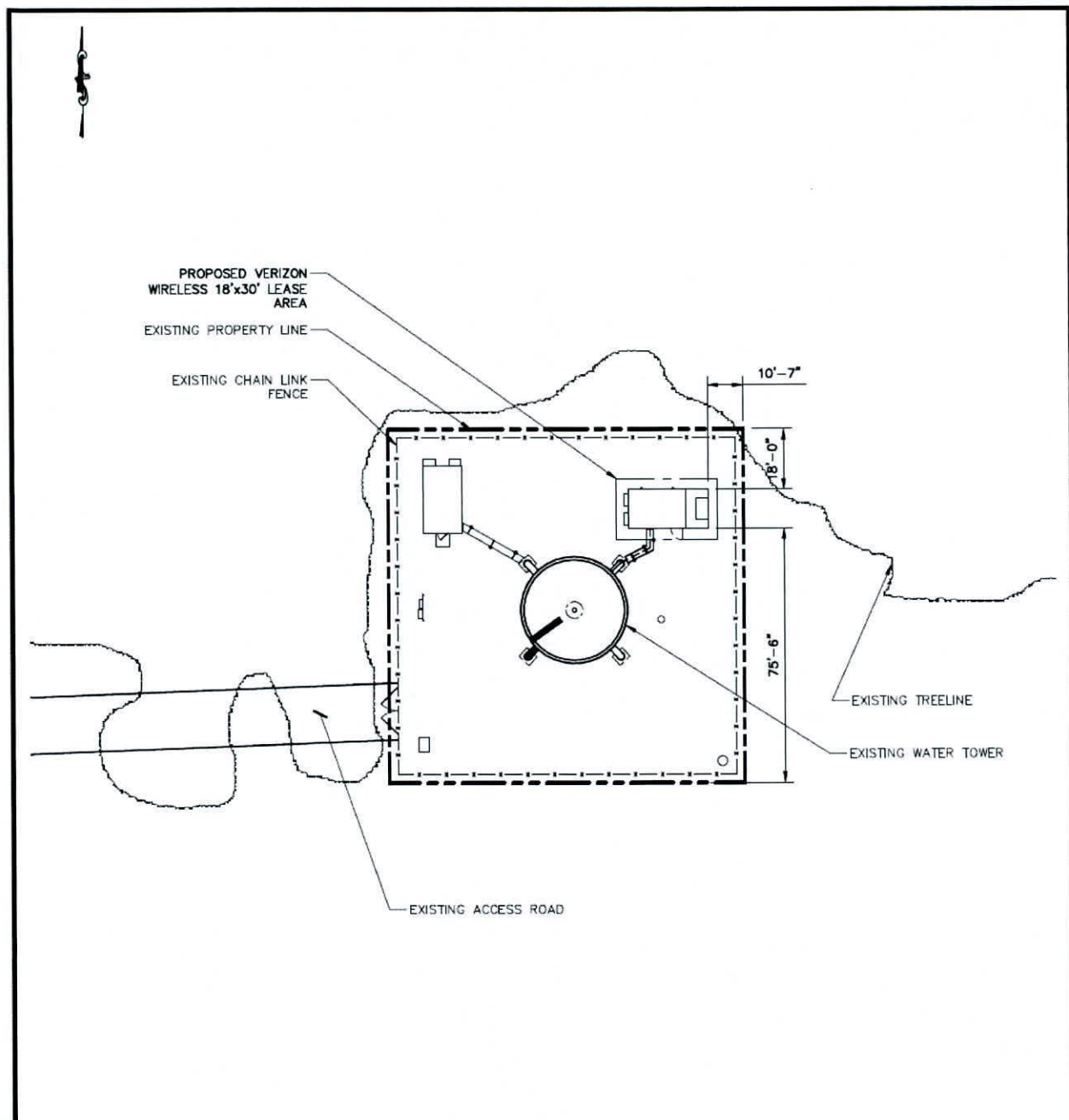
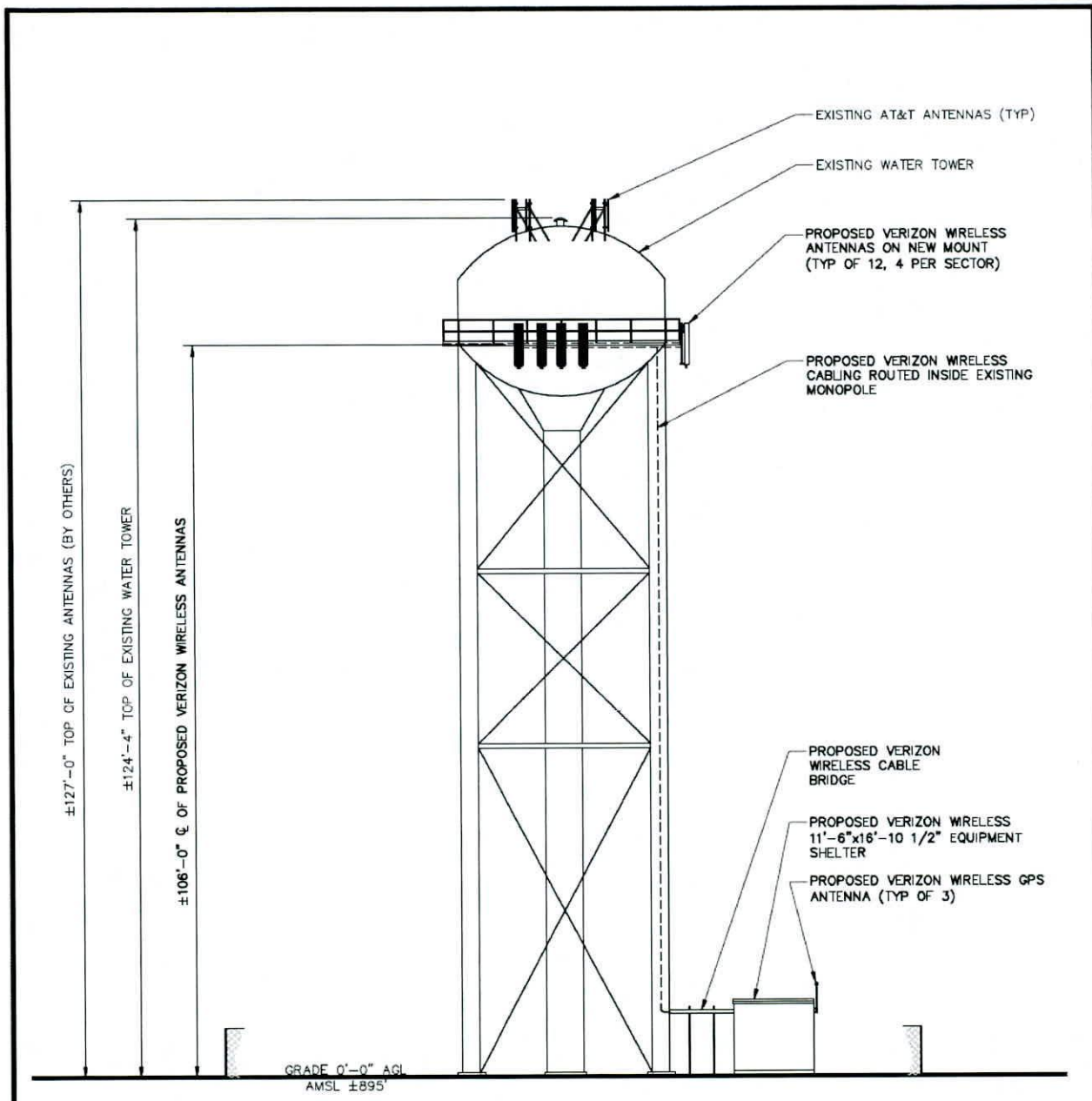


Exhibit "A"

(Sketch of Tower Space)

Page 3 of 3



DES Bob Feller
Water Tower Lease Agreement
2463781v33

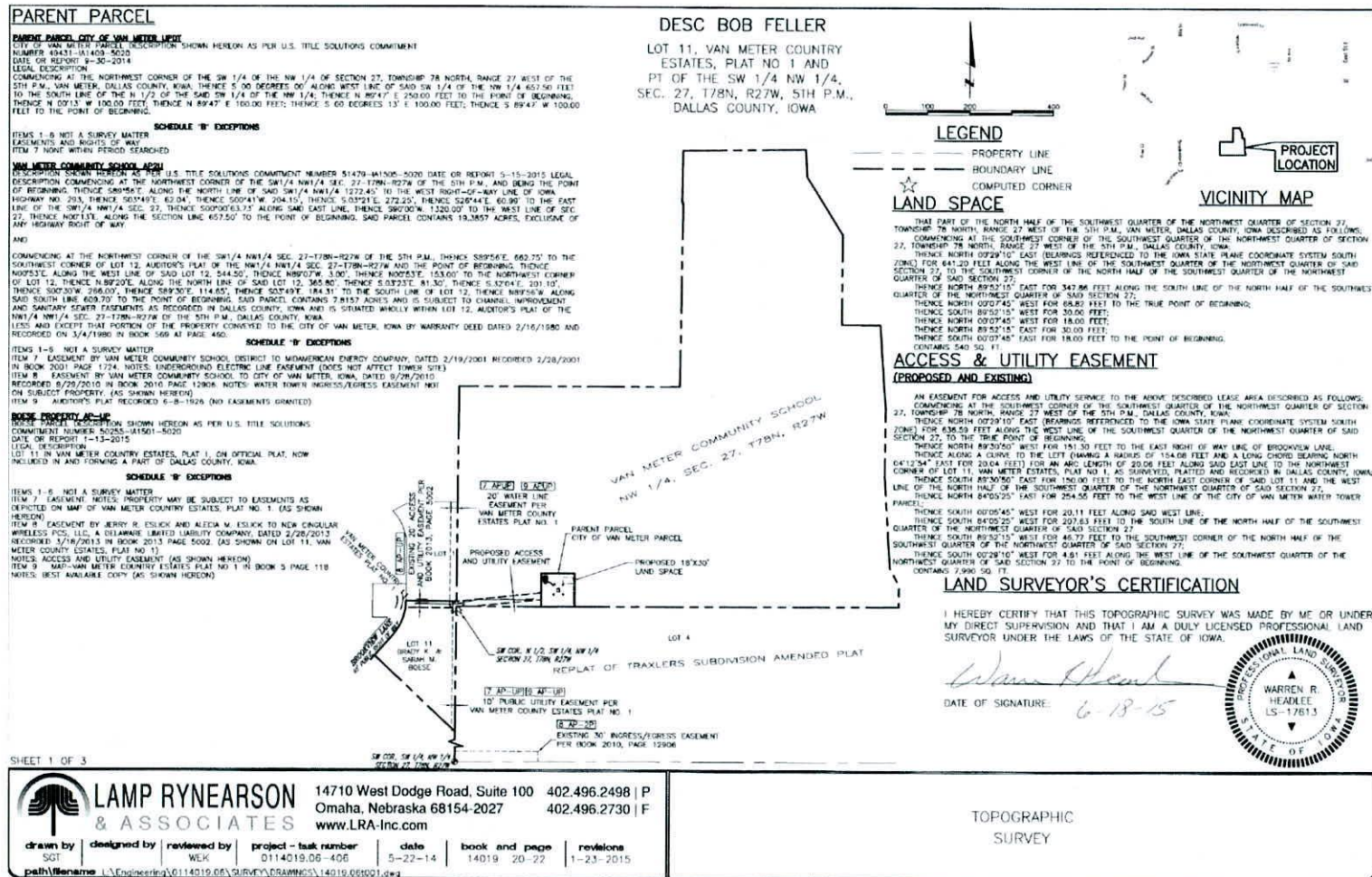
Exhibit "B"

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

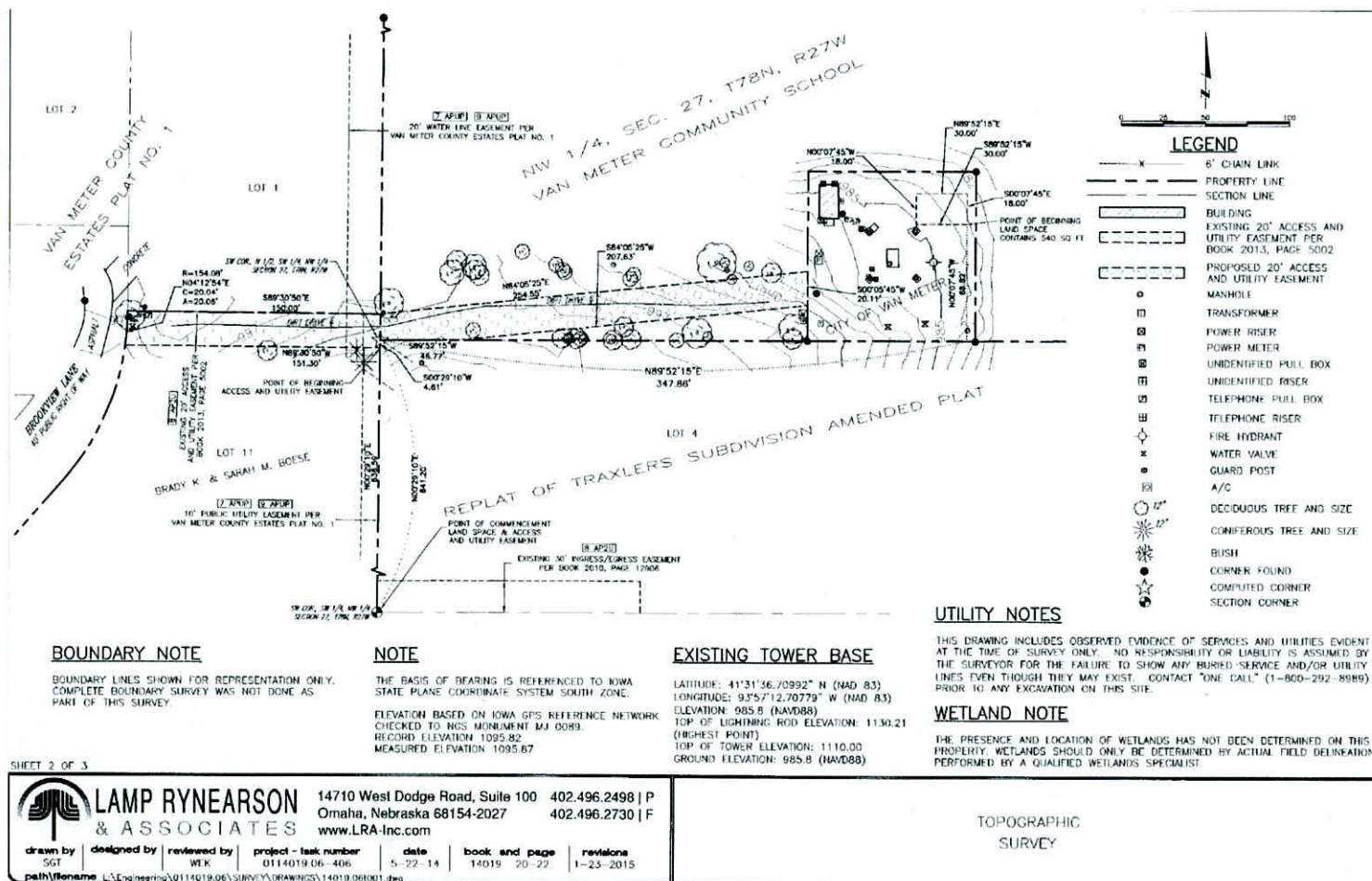
Page 1 of 1

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

DES Bob Feller
Water Tower Lease Agreement
2463781v33



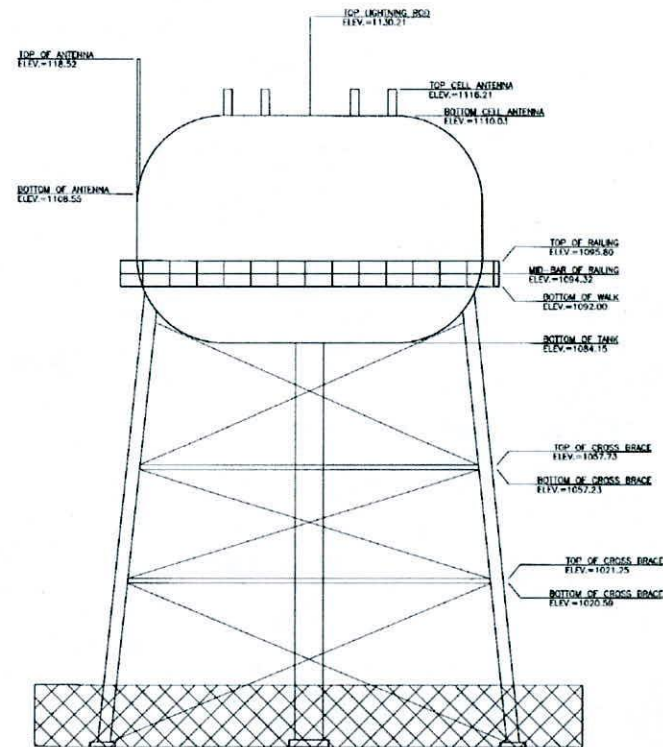
TOPOGRAPHIC
SURVEY



(Survey)

Exhibit "C"

Page 3 of 3



TOWER DETAIL

NOT TO SCALE

TOPOGRAPHIC
SURVEY

SHEET 3 OF 3



**LAMP RYNEARSON
& ASSOCIATES**

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www.LRA-inc.com

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MEETING DATE: Monday, July 27, 2026
SUBJECT: CITY COUNCIL RULES OF PROCEDURE AND GOVERNANCE
POLICIES
SUBMITTED FOR: Discussion and Consideration
PRESENTER:

SUMMARY

Summary for City Council Members

This document establishes the City of Van Meter's City Council Rules of Procedure and Governance Policies. It is intended to support orderly, efficient, transparent, and legally compliant Council meetings and to clarify expectations for Council members, the Mayor, City staff, boards and commissions, and members of the public.

Key provisions include clear procedures for preparing and publishing meeting agendas, submitting agenda items by the established deadline, organizing the order of business, and limiting Council action to matters properly noticed under the Iowa Open Meetings Act. The document also outlines consent agenda procedures, including which routine items may be approved together and how any Council member or the Mayor may remove an item for separate discussion.

The rules provide structure for public comment, including speaker identification, a standard three-minute time limit, decorum expectations, and limits on Council debate or action on items not listed on the agenda. They also define the standard order of business for regular meetings and establish procedures for motions, voice votes, roll call votes, required vote thresholds, tie votes, conflicts of interest, and abstentions.

Additional sections address work sessions, special meetings, and emergency meetings, emphasizing compliance with open meetings requirements and distinguishing discussion-oriented meetings from meetings where formal action may occur. The policies also clarify how Council members should request information from staff, noting that routine factual requests may be made through appropriate channels while requests requiring significant staff time or policy development should be coordinated through the City Administrator.

The document further reinforces the City Administrator's role in directing staff work and states that individual Council members or the Mayor should not direct, supervise, evaluate, or assign

work to City employees. It provides guidance for communications between Council members and staff, the role and independence of boards and commissions, and expectations for ethical, civil, professional conduct by Council members.

Overall, the policies are designed to promote consistent governance practices, protect legal compliance, preserve orderly meetings, maintain appropriate lines of authority, and strengthen public confidence in City government.

RECOMMENDATION

SAMPLE LANGUAGE

City Councilmember: _____ So moved.

City Councilmember: _____ Second.

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Barney _____ Lake _____ Young _____

ATTACHMENTS

1. DRAFT-Council Rules of Procedure

CITY OF VAN METER, IOWA

CITY COUNCIL RULES OF PROCEDURE AND GOVERNANCE POLICIES

Adopted by Resolution No. _____

ARTICLE 1. AGENDA PREPARATION AND SUBMISSION OF AGENDA ITEMS

Section 1.01 Purpose

The purpose of these procedures is to ensure that the City Council receives the information necessary to conduct the City's business in an orderly, efficient, transparent, and legally compliant manner. These procedures establish a consistent process for the preparation, submission, publication, and administration of City Council meeting agendas in accordance with the Iowa Open Meetings Act.

Section 1.02 Preparation of the Agenda

The City Clerk shall be responsible for preparing, publishing, and distributing the agenda and meeting packet for all regular and special meetings of the City Council.

The agenda shall be developed under the direction of the City Administrator, in consultation with the Mayor, and in accordance with the Iowa Open Meetings Act. The City Clerk shall ensure the agenda and meeting packet are posted and distributed within the timeframes required by law and established City procedures.

Section 1.03 Submission of Agenda Items

The following individuals may request that an item be placed on a City Council agenda:

- Any member of the City Council;
- The Mayor;
- The City Administrator;
- The City Attorney; or
- A Department Director, through the City Administrator.

Agenda requests shall be submitted to the City Clerk and/or City Administrator by the established agenda deadline and shall include sufficient supporting information to allow staff to prepare the agenda and Council packet.

Requests received after the established deadline may be deferred to a subsequent meeting unless the City Administrator, after consultation with the Mayor, determines whether the matter is time-sensitive or otherwise warrants inclusion on the agenda.

Section 1.04 Agenda Deadline

Unless otherwise established by the City Clerk and/or City Administrator, agenda requests and all supporting documentation shall be submitted no later than **12:00 p.m. on the Thursday preceding a regular City Council meeting.**

The City Clerk and/or City Administrator may establish alternate deadlines when necessary due to holidays, special meetings, or other scheduling considerations.

Section 1.05 Supporting Information

Agenda requests shall include sufficient information to enable the City Council to understand the purpose of the request and the action being sought.

When applicable, supporting materials should include:

- A staff report or memorandum;
- A proposed resolution, ordinance, or motion;
- Contracts, agreements, or other legal documents;
- Maps, plans, photographs, or exhibits;
- Fiscal impact or budget implications; and
- A staff recommendation.

Agenda items submitted without adequate supporting information may be deferred until the necessary documentation has been provided.

Section 1.06 Organization of the Agenda

The City Administrator shall determine the organization and sequencing of agenda items to promote the efficient conduct of City business.

In organizing the agenda, consideration shall be given to:

- Statutory public hearing requirements;
- Time-sensitive matters;
- The logical progression of Council business; and

- Administrative efficiency.

Nothing in this section shall be construed to limit the City Council's authority to amend the order of business during approval of the agenda.

Section 1.07 Modification of the Agenda After Publication

Following publication of the agenda in accordance with the Iowa Open Meetings Act, no additional action items shall be added except as permitted by law.

At the beginning of a meeting, the City Council may, by majority vote:

1. Remove an item from the agenda;
2. Reorder agenda items; or
3. Take no action on an agenda item and direct that it be returned for consideration at a future meeting, if appropriate.

The City Council shall not take final action on any matter that has not been properly noticed in accordance with the Iowa Open Meetings Act.

Section 1.04 Agenda Deadlines

To allow sufficient time for the preparation, review, publication, and distribution of the City Council agenda and meeting packet, all agenda requests and supporting documentation shall be submitted to the City Clerk and/or City Administrator no later than **12:00 p.m.**

(Noon) on the Thursday preceding a regular Monday City Council meeting.

Agenda requests received after the established deadline may be deferred to a subsequent meeting unless the City Administrator, in consultation with the Mayor, determines that the matter is time-sensitive or otherwise warrants inclusion on the agenda.

When a holiday, special meeting, or other circumstance requires modification of the agenda preparation schedule, the City Clerk and/or City Administrator may establish an alternate submission deadline and shall notify the Mayor, City Council, and affected staff accordingly.

Section 1.02 Preparation of the Agenda

The City Clerk shall be responsible for preparing, publishing, and distributing the agenda and meeting packet for all regular and special meetings of the City Council.

The agenda shall be developed under the direction of the City Administrator, who shall coordinate agenda requests, review submitted materials for completeness and determine the organization and sequence of agenda items.

The Mayor shall be consulted during the preparation of the agenda and may recommend items for inclusion, consistent with these Rules of Procedure.

The City Clerk shall publish the agenda and distribute the meeting packet in accordance with the Iowa Open Meetings Act and established City procedures.

Section 1.05 Consent Agenda Procedures

Section 1.05.01 Purpose

The purpose of the Consent Agenda is to allow the City Council to consider and approve routine, noncontroversial items with a single motion, thereby allowing additional meeting time for discussion of substantive policy matters.

Section 1.05.02 Items Eligible for the Consent Agenda

The City Administrator shall determine which items are appropriate for placement on the Consent Agenda. Items typically appropriate for inclusion include, but are not limited to:

- Approval of City Council meeting minutes;
- Approval of claims and expenditures;
- Approval of routine licenses and permits that meet all legal requirements;
- Receipt and filing of reports;
- Routine contracts, agreements, and budgeted purchases;
- Routine board and commission appointments; and
- Other routine administrative matters determined to be noncontroversial.

Section 1.05.03 Removal of Consent Agenda Items

Prior to the City Council's vote on the Consent Agenda, any member of the City Council or the Mayor may request that an item be removed from the Consent Agenda for separate discussion and consideration.

Upon such request, the item shall be removed from the Consent Agenda and placed under the appropriate order of business for individual consideration. No explanation shall be required for requesting removal of an item from the Consent Agenda.

Section 1.05.04 Approval of the Consent Agenda

Following the removal of any requested items, the Mayor shall call for a motion, second, and **voice vote** to approve the Consent Agenda as amended.

Approval of the Consent Agenda shall constitute approval of each individual item remaining on the Consent Agenda.

Section 1.05.05 Consideration of Removed Items

Items removed from the Consent Agenda shall be considered individually under the appropriate order of business and shall be subject to discussion, motion, and separate Council action.

Section 1.06 Public Comment

Section 1.06.01 Purpose

The City Council welcomes comments from residents and members of the public regarding matters affecting the City. Public comment provides an opportunity for individuals to express opinions, ask questions, or bring matters of concern to the attention of the City Council.

Section 1.06.02 Public Comment Period

A public comment period shall be included on the agenda of each regular City Council meeting.

Unless otherwise authorized by the Mayor, each speaker shall be limited to **three (3) minutes**. The Mayor may adjust the time limit when necessary to ensure the orderly conduct of the meeting or to accommodate a large number of speakers.

Section 1.06.03 Registration to Speak

Individuals wishing to address the City Council during the public comment period shall identify themselves by stating their name and address for the record prior to making their comments.

Section 1.06.04 Rules of Decorum

Speakers shall direct all comments to the City Council as a whole and shall conduct themselves in a respectful and orderly manner.

The following conduct is prohibited:

- Personal attacks directed at any individual;
- Profane, obscene, or threatening language;
- Disruptive behavior that interferes with the orderly conduct of the meeting;

- Comments that are irrelevant to City business after being ruled out of order by the Mayor.

The Mayor may warn a speaker who violates these rules and, if necessary, direct the individual to conclude their remarks or leave the meeting to restore order.

Section 1.06.05 Council Response

The public comment period is intended to provide the City Council with information and public input.

Except as necessary to provide clarification or respond to a procedural question, Council Members, the Mayor, and City staff shall generally not engage in debate or extended dialogue with speakers during the public comment period.

In accordance with the Iowa Open Meetings Act, the City Council shall not deliberate or take action on matters raised during public comment unless the matter has been properly noticed on the published agenda. The Council may direct staff to gather additional information or place the matter on a future agenda for consideration.

Section 1.06.06 Written Comments

Written comments submitted to the City Clerk prior to the meeting may be provided to the City Council as part of the meeting packet or retained as part of the public record, as appropriate.

Section 1.07.02 Standard Order of Business

Unless otherwise modified by the City Council, the order of business for regular City Council meetings shall be as follows:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Public Comment
6. Consent Agenda
7. Reports
 - Mayor

- City Council
 - City Administrator
 - Department Reports (as applicable)
8. Presentations and Proclamations
 9. Public Hearings
 10. Unfinished Business
 11. New Business
 12. Announcements
 13. Adjournment

Section 1.09 Motions and Voting

Section 1.09.01 Purpose

The purpose of this section is to establish uniform procedures for making motions, conducting votes, and recording official actions of the City Council.

Section 1.09.02 Motions

No action shall be taken by the City Council unless a motion has been made, seconded, and approved by the vote required by law or these Rules of Procedure.

Section 1.09.03 Voting Procedures

The Mayor shall clearly state the motion before calling for a vote.

Unless otherwise required by law or these Rules of Procedure, voting shall be conducted by voice vote.

The City Clerk shall announce the result of the vote and record the outcome in the official minutes.

Section 1.09.04 Roll Call Votes

A roll call vote shall be taken on:

- Ordinances;

- Resolutions;
- Contracts and agreements requiring City Council approval;
- Budget adoption and amendments;
- Personnel actions, when permitted by law;
- Any expenditure requiring formal City Council approval;
- Any motion when requested by a member of the City Council; and
- Any matter for which a roll call vote is required by Iowa law.

The City Clerk shall record each Council Member's vote individually in the official minutes.

Section 1.09.05 Required Vote

Unless otherwise required by Iowa law or the City Code, the affirmative vote of a majority of the Council Members present and voting shall be required for approval of any motion.

Section 1.09.06 Tie Vote

In the event of a tie vote, the motion shall fail unless otherwise provided by Iowa law.

Section 1.09.07 Conflicts of Interest and Abstentions

Prior to the City Council's consideration of any agenda item in which a Council Member has an actual or perceived conflict of interest, the Council Member shall publicly disclose the general nature of the conflict for the record so that it may be reflected in the meeting minutes. Following the disclosure, the Council Member shall abstain from voting on the matter as required by law or whenever the Council Member determines that participation would create an actual or perceived conflict of interest. The Council Member shall also refrain from participating in discussion or debate on the agenda item and, when practical, leave the Council table or dais until the matter has been concluded.

The City Clerk shall record the Council Member's disclosure and abstention in the official minutes.

Section 1.11 Work Sessions

Section 1.11.01 Purpose

The purpose of a work session is to provide the City Council with an opportunity to receive information, discuss policy matters, review projects, and provide direction to staff in an informal setting prior to formal consideration at a regular or special City Council meeting.

Section 1.11.02 Open Meetings

Work sessions shall be conducted in accordance with the Iowa Open Meetings Act and shall be open to the public unless otherwise permitted by law.

Notice of a work session shall be posted in the same manner as a regular City Council meeting.

Section 1.11.03 Agenda

The City Clerk shall prepare, publish, and distribute the work session agenda and supporting materials under the direction of the City Administrator and in consultation with the Mayor, in accordance with these Rules of Procedure and the Iowa Open Meetings Act.

Section 1.11.04 Conduct of Work Sessions

Work sessions are intended to encourage discussion, exchange of ideas, and the review of information. Council Members may ask questions of staff, consultants, or invited presenters and provide general policy direction to staff.

Section 1.11.05 Formal Action

Work sessions are intended for discussion, information sharing, and policy direction. Formal action should not ordinarily be taken during a work session.

If formal action is necessary, the item must be properly noticed on the agenda in accordance with the Iowa Open Meetings Act, and the Council shall take action by motion and vote in accordance with these Rules of Procedure.

Whenever practicable, matters discussed during a work session that require formal Council action should be placed on the agenda for a subsequent regular or special City Council meeting.

Section 1.11.06 Public Participation

Work sessions are open to the public; however, they are intended primarily for discussion among the City Council, City staff, consultants, and invited presenters.

Public participation shall be at the discretion of the Mayor.

Section 1.12 Special Meetings

Section 1.12.01 Purpose

Special meetings of the City Council may be called when City business requires consideration before the next regularly scheduled City Council meeting.

Section 1.12.02 Authority to Call a Special Meeting

Special meetings may be called by the Mayor or at the written request of a majority of the City Council, in accordance with Iowa law.

The City Administrator or City Clerk may coordinate the scheduling and preparation of the meeting upon direction of the Mayor or a majority of the City Council.

Section 1.12.03 Notice of Meeting

Notice of a special meeting shall be provided in accordance with the Iowa Open Meetings Act and shall include the date, time, place, and agenda for the meeting.

The City Clerk shall prepare, post, and distribute the meeting notice and agenda in accordance with applicable law.

Section 1.12.04 Business to Be Conducted

The City Council shall consider only those matters identified on the published agenda for the special meeting.

No final action shall be taken on any matter not properly noticed in accordance with the Iowa Open Meetings Act.

Section 1.12.05 Conduct of the Meeting

Special meetings shall be conducted in the same manner as regular City Council meetings and shall be subject to these Rules of Procedure unless otherwise required by law.

Section 1.13 Emergency Meetings

Section 1.13.01 Purpose

Emergency meetings of the City Council may be called when immediate official action is necessary to protect the public health, safety, or welfare, or when other circumstances require action before a special meeting can reasonably be noticed.

Section 1.13.02 Authority to Call an Emergency Meeting

Emergency meetings may be called by the Mayor or at the request of a majority of the City Council, in accordance with Iowa law.

The City Administrator and City Clerk shall coordinate the scheduling, notice, and preparation of the meeting.

Section 1.13.03 Notice of Meeting

Notice of an emergency meeting shall be provided as required by the Iowa Open Meetings Act. When the normal notice requirements cannot reasonably be met due to the nature of the emergency, notice shall be provided in the manner permitted by law.

The City Clerk shall document the reason for the emergency meeting and the method by which notice was provided.

Section 1.13.04 Business to Be Conducted

The City Council shall consider only those matters directly related to the emergency or urgent circumstances requiring the meeting.

Section 1.13.05 Conduct of the Meeting

Emergency meetings shall be conducted in accordance with the Iowa Open Meetings Act and these Rules of Procedure to the extent practicable.

The minutes of the meeting shall reflect the nature of the emergency and the actions taken by the City Council.

Section 1.14 Council Requests to Staff

Section 1.14.01 Purpose

The purpose of this section is to establish a consistent process for Council Member requests to City staff while recognizing the City Administrator's responsibility for the day-to-day administration of City operations.

Section 1.14.02 Routine Requests

Individual Council Members may request factual information, existing public records, or clarification regarding City operations directly from the City Administrator or appropriate City staff.

Routine requests that require minimal staff time may be responded to without further authorization.

Section 1.14.03 Requests Requiring Significant Staff Time

Requests requiring substantial research, analysis, preparation of reports, or significant staff resources shall be submitted through the City Administrator.

The City Administrator shall determine the appropriate assignment of staff resources and may recommend that the request be referred to the full City Council for discussion when the request would significantly impact staff workload, budget, or established work priorities.

Section 1.14.04 Requests for Council Action

If a Council Member requests research or information that may result in future City Council action or the development of new policy, the City Administrator may recommend that the request be placed on a future City Council agenda or work session for discussion by the full Council.

Section 1.14.05 Direction to Staff

Individual Council Members or the Mayor shall not direct, supervise, or assign work to City employees.

Direction to City staff regarding City operations, work priorities, and assignments shall be provided through the City Administrator, except where otherwise authorized by law or directed by the City Council acting as a governing body.

Section 1.15 Communications Between Council Members and Staff

Section 1.15.01 Purpose

The purpose of this section is to promote open communication between Council Members and City staff while recognizing the City Administrator's responsibility for the administration and supervision of City operations.

Section 1.15.02 General Communications

Council Members are encouraged to communicate with the City Administrator and City staff to obtain factual information, ask questions, and gain a better understanding of City operations.

City staff shall respond to Council Member inquiries in a timely and professional manner.

Section 1.15.03 Administrative Direction

Council Members or the Mayor shall not direct, supervise, evaluate, or assign work to City employees.

Direction regarding City operations, employee assignments, work priorities, and the implementation of City Council policies shall be provided through the City Administrator, except where otherwise authorized by law.

Section 1.15.04 Staff Communications

City employees are encouraged to provide accurate, complete, and objective information to all Council Members.

When practical, information of significant interest to the full City Council should be shared with all Council Members to promote transparency and ensure that all members have access to the same information.

Section 1.15.05 Respectful Communications

Council Members and City staff shall treat one another with professionalism, courtesy, and mutual respect.

Differences of opinion regarding policy or administrative matters shall be addressed in a constructive manner that promotes effective governance and maintains public confidence in City government.

Section 1.16 Boards and Commissions

Section 1.16.01 Purpose

The purpose of this section is to establish general guidelines for the appointment, operation, and communication of the City's boards and commissions.

Section 1.16.02 Establishment

Boards and commissions shall be established by the City Code, resolution, or other lawful action of the City Council.

Each board or commission shall exercise only those powers and duties granted by law or by the City Council.

Section 1.16.03 Appointments

Appointments to boards and commissions shall be made in accordance with the City Code and applicable provisions of Iowa law.

Unless otherwise provided by law, members shall serve the terms established by the City Code or the appointing resolution.

Section 1.16.04 Role and Responsibilities

Boards and commissions serve in an advisory capacity unless otherwise authorized by law.

Recommendations of a board or commission shall be submitted to the City Council for consideration when Council action is required.

Section 1.16.05 Communications

Requests from boards and commissions requiring Council action shall be communicated through the City Administrator or City Clerk and placed on a future City Council agenda when appropriate.

Individual Council Members, or the Mayor shall not direct the activities or work of any board or commission except through official action of the City Council.

Section 1.16.06 Attendance

Council Members are encouraged to respect the independence of the City's boards and commissions. Council Members should not attend board or commission meetings except when invited by the board or commission, when serving as an officially designated liaison, or when attendance is necessary in the performance of their official duties. Nothing in this

policy shall prohibit a Council Member from attending a meeting that is open to the public in accordance with the Iowa Open Meetings Act; however, Council Members shall not participate in a manner that could influence, direct, or interfere with the board's or commission's independent discussion, deliberations, or recommendations.

Section 1.17 Ethics and Civility

Section 1.17.01 Purpose

The purpose of this section is to promote ethical conduct, professionalism, and civility in the conduct of City business while fostering public confidence in the City Council and municipal government.

Section 1.17.02 Ethical Conduct

Council Members shall perform their duties with honesty, integrity, fairness, and impartiality.

Council Members shall comply with all applicable federal and state laws, the City Code, and these Rules of Procedure.

Section 1.17.03 Professional Conduct

Council Members shall:

- Treat fellow Council Members, the Mayor, City staff, volunteers, appointed officials, and members of the public with courtesy and respect.
- Conduct themselves in a manner that promotes productive discussion and thoughtful decision-making.
- Respect differing opinions and encourage constructive dialogue.
- Focus discussion on issues and policies rather than personal criticism.

Section 1.17.04 Public Confidence

Council Members shall strive to maintain the public's confidence in municipal government by conducting City business openly, transparently, and professionally.

Disagreements among elected officials are expected; however, such disagreements shall be expressed respectfully and without personal attacks.

Section 1.17.05 Compliance

These standards are intended to guide the conduct of Council Members and promote effective governance. Nothing in this section shall be interpreted to limit the rights or responsibilities of elected officials as provided by law.

DRAFT

MEETING DATE: Monday, July 27, 2026
SUBJECT: 601 MAIN UPDATE
SUBMITTED FOR: Discussion and Consideration
PRESENTER:

SUMMARY

RECOMMENDATION

SAMPLE LANGUAGE

City Councilmember: _____ So moved.

City Councilmember: _____ Second.

Mayor: Roll Call Please.

City Clerk: Akers _____ Brott _____ Barney _____ Lake _____ Young _____

ATTACHMENTS

None