

AGENDA
Dallas Center City Council
Jan 9, 2018 –7:00 pm - Legion Hall

PUBLIC HEARING – on amending the Zoning Code to remove mobile home parks as a permitted use in the C-2 District

PUBLIC HEARING - to vacate the 30-foot storm sewer and overland flowage easement on Outlot Y of Lyn Crest Estates Plat 2

1. Pledge of Allegiance
2. Roll Call
3. Action to approve agenda
4. Action to approve consent agenda
 - a. Approve minutes of Dec 12th regular meeting and Jan 3rd and 4th special meetings
 - b. Dec Treasurer's Report
 - c. Accept resignation of Rick Wilson from Plan and Zoning
 - d. Accept resignation of Mallory Brown from Parks and Recreation
 - e. Approve discarding the broken library copier
 - f. Dec Fire/Rescue, Law Enforcement, Compliance and Water Reports
 - g. Approve invoices for payment (review committee Kluss and Beyer)
5. 2018-2019 Appointments:
 - a. Mayor Pro Tempore By Mayor
 - b. City Clerk/Treasurer By Council
 - c. City Attorney By Mayor, with Council Approval
 - d. City Engineer By Council
 - e. Zoning Administrator By Council
 - f. Building Official By Council
 - g. Public Works Director By Mayor, with Council Approval
 - h. Council Committees By Mayor
6. Designation of Official Newspaper (Dallas County News)
7. Public Communications and Concerns [Anyone wanting to speak about a matter not on the Agenda should raise your hand, and the Mayor will acknowledge you. Please stand, state your name, address and topic. You will have two minutes to address the Mayor and Council.]
8. Bob King – request that City make a donation to SAILDC to cover cost of liability insurance
9. Parks and Recreation Board –
 - a. Action to approve Resolution 2018-3 – Sponsored Programs Agreement with Iowa State University for the Dallas Center Comprehensive Park Master Plan Study
 - b. Approve Parks and Recreation Board's Dallas County Foundation Grant application
10. Public Works Report
 - a. Action to approve Resolution 2018-4 – Serv Contract Agreement with Jetco, Inc.
11. Action on Resolution 2018-2 – updating and establishing policies and procedures for the examination and copying of public records maintained by the City of Dallas Center
12. Southwest Stormwater Drainage Improvements – Phase 1
 - a. Engineer's Report
 - b. Approve Partial Payment Estimate No. 13 – Progressive Structures, LLC - \$16,519.83
 - c. Approve Change Order No. 7 – Progressive Structures, LLC – increase of \$2,840
13. Water Plant Phase 1 Update
 - a. Engineer's Report
 - b. Approve Partial Payment Estimate No. 3 – Jetco - \$0.00
 - c. Action to approve Resolution 2018-5 – Accepting public improvements described as the Water Plant Phase 1 Update (with retainage of \$ 6,319.15 due 31 days after acceptance)

14. Wastewater Treatment Facility Improvements
 - a. Engineer's Report
15. Action to approve Resolution 2018-1 – vacating a storm sewer and overland flowage easement on Outlot Y of Lyn Crest Estates Plat 2
16. Engineer's Report – other matters
17. Action to approve Ordinance 519 – amending Chapter 165 of the Code of Ordinances to remove mobile home parks as a permitted use in the C-2 zoning district and removing the definition of mobile home park, first reading
18. City Building at 1402 Walnut – action to order appraisal of the real estate in preparation for sale
19. Council reports
 - a. Voluntary Annexations
20. Mayor's report
 - a. Capital Improvements Plan – prioritization discussion on February 20th at 7:00 pm
21. Adjournment

Cindy Riesselman, City Clerk

Claims

3E Electrical Engineering	Supplies	\$597.53
Access Systems Leasing	Jan Lease	\$248.81
Acco Unlimited Corp	Supplies	\$242.80
Affinitycare, Inc	2018 Fees	\$25.20
Agsource Cooperative Svcs	Tests	\$600.50
Andy Schmitz	Trees	\$600.00
Arnold Auto Supply	Supplies	\$85.29
Ascap	Annual Fee	\$348.00
Baker & Taylor Co.	Books	\$766.39
Mmit Business Solutions Group	Jan Lease	\$96.30
Barco Municipal Products Inc	Supplies	\$691.97
Bay Bridge Administrators	Cancer Policy	\$100.42
Tim Bejarno	Jan Serv	\$575.00
Brian Slaughter	Training	\$64.00
Center Point Large Print	Books	\$96.08
Centurylink	Jan Serv	\$487.62
Cintas Corporation #762	Dec Serv	\$120.54
Compass Minerals America	Salt	\$3,431.53
Core & Main	Repairs	-\$163.00
Crossroads Ag, Llc	Supplies	\$105.78
Culligan Water System	Jan Serv	\$11.95
Dallas County Treasurer	Jan Serv	\$16,970.48
Data Technologies	Supplies	\$172.46
Delta Dental	Jan Premium	\$31.70
Delta Dental	Jan Premium	\$459.74
Demco	Supplies	\$78.17
Digital Stew Servs	Jan Serv	\$448.25
Ed Leedom	Dec Compliance	\$536.88
Eftps	Fed/Fica Tax	\$3,072.91

Eftps	Fed/Fica Tax	\$3,213.15
Elite Electric & Utility	Jan Serv	\$470.84
Emc Insurance Company	Jan Premiums	\$1,000.00
Git Fox Insurance Agency	Insurance	\$308.00
Gis Benefits	Insurance	\$25.34
Gis Benefits	Insurance	\$23.73
Jerry Greif	Dec Serv	\$60.00
Heartland Co-Op	Dec Serv	\$1,295.90
Hotsy Cleaning Systems	Supplies	\$200.50
Hsa Cory, Rochelle	Hsa	\$5,100.00
Hsa Riesselman, Cindy	Hsa	\$5,100.00
Hsa Slaughter, Brian	Hsa	\$5,158.33
Hsa Steele, Kathy	Hsa	\$5,100.00
Simmering-Cory/Iowa Codifi.	Codification	\$698.00
Ipers	Ipers	\$4,208.41
Ipers	Ipers	\$0.10
Iron Mountain	Dec Serv	\$49.80
J-W Tree Serv	Dec Serv	\$11,200.00
Jim's John Inc	Nov/Dec Serv	\$240.00
Karen's Quality Cleaning	Dec Serv	\$475.00
Leaf	Jan Lease	\$102.08
Lozier Heating & Cooling	Repairs	\$753.00
Mes	Supplies	\$2,077.57
Midamerican Energy	Dec Serv	\$5,502.55
Modern Motors Inc	Repairs	\$468.20
Napa Auto Parts	Repairs/supplies	\$264.61
Nationwide Retirement Sol	Deferred Comp	\$200.00
Progressive Structures, Llc	Sw Storm	\$16,519.83
Quill Corporation	Supplies	\$64.07
Treasurer - State Of Iowa	Sales Tax	\$2,426.17
Strauss Safe & Lock Co.	Locks	\$61.62
Trans-Iowa Equipment Inc	Repairs	\$1,213.26
Usa Blue Book	Supplies	\$381.39
Veenstra & Kimm	Dec Serv	\$3,839.80
Verizon Wireless	Dec Serv	\$120.09
Treasurer - State Of Iowa	State Tax	\$1,091.00
Waste Management	Dec Serv	\$15,969.11
Wellmark Blue Cross Blue Shiel	Jan Premium	\$308.16
Wellmark Blue Cross Blue Shiel	Jan Premium	\$5,421.51
Wellmark Blue Cross Blue Shiel	Jan Premium	\$163.21
Wells Fargo	Supplies/repairs	\$776.30

***** Report Total *****

\$132,553.93

General	\$80,938.76
Rut	\$3,581.75
T&A(Eb)	\$9,303.49
Rec Trail	-\$163.00
Water	\$13,947.64
Sewer	\$7,131.32
Storm District	\$17,813.97

\$132,553.93

Revenues

General Total	\$80,479.47
T&A (Pd) Benevolent	\$0.56
T&A(Ft) Total	\$23,984.44
T&A(Sc) Total	\$3,006.95
Capital Improvement	\$90,033.16
T&A(SI) Total	\$41.24
Rut Total	\$16,255.60
T&A(Eb) Total	\$3,747.45
Emergency Levy Fund	\$629.50
Local Option Sales Tax	\$0.00
Tif Total	\$467.32
Burnett Project Total	\$108.32
T&A(Bc) Total	\$104.21
T&A Burnett Cap Improve	\$96.80
T&A(Pd) Total	\$0.00
Rec Trail Total	\$93,000.00
Debt Serv Total	\$11,767.96
T&A(B) Total	\$11.04
T&A(Y) Total	\$9.61
Water Total	\$35,891.54
Sewer Total	\$25,676.30
Storm District Total	\$4,735.63

Total Revenue By Fund \$390,047.10

Mayor Kidd opened a public hearing December 12, 2017 at 7:00 pm as advertised for the purpose of hearing comments on the authorization of a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligation of the City thereunder [Not to Exceed \$210,000 Sewer Revenue Capital Loan Notes]. He asked for written comments, there were none. He asked for oral comments, there being none he declared the hearing closed at 7:01pm.

Mayor Kidd opened a public hearing December 12, 2017 at 7:01 pm as advertised for the purpose of hearing comments on the proposal to issue Revenue Refunding Bonds (YMCA Project), Series 2017 in an amount not to exceed \$10,000,000. He asked for written comments-Robert Haxton submitted his written opposition to the issuance of these bonds. He asked for oral comments – Robert Haxton read aloud his written opposition; Gary Licht asked for the benefits and risks; Scott Bailey stated that the City of Dallas Center may find themselves as recipients someday; Julie Becker stated her opposition. Attorney Brown gave information on the history of the law stating that it has been upheld by the Supreme Court and he reiterated that under the law the City of Dallas Center has no liability and zero risk in regard to these bonds. Mayor Kidd declared the hearing closed at 7:17 pm.

The Dallas Center City Council met in regular session December 12, 2017 at 7:18 pm. Mayor Kidd called the meeting to order. Council members present included David Bagby, Danny Beyer, Curtis Pion and Ryan Kluss. Ryan Pearson was not present.

Motion by Beyer, 2nd by Kluss to approve agenda. Motion passed 4-0.

The consent agenda was amended to pull item 4d and make it a separate agenda item. Motion by Kluss, 2nd by Beyer to approve the amended consent agenda - approve minutes of November 14th regular meeting and November 28th special meeting; November Treasurer's Report; November Fire/Rescue, Law Enforcement, Compliance and Water Reports; approve Daniel Rogers as a volunteer firefighter; approve Rodney Whitmire as a volunteer firefighter; approve sidewalk reimbursement for 1300 Cherry in the amount of \$292.00; approve invoices for payment (review committee Bagby and Pion). Motion passed 4-0.

Approve Mayor's appointment of Dan Oberender to the Parks and Recreation Board (term expires December 31, 2020). Ayes-Beyer, Kluss and Bagby. Nay-Pion. Motion passed 3-1.

City Clerk Riesselman administered the Oath of Office to Mayor Kidd (term beginning January 1, 2018).

Mayor Kidd administered the Oath of Office to Council Member Bagby (term beginning January 1, 2018).

Mayor Kidd administered the Oath of Office to Council Member Pion (term beginning January 1, 2018).

Issuance of Not to Exceed \$10 million Revenue Refunding Bonds (YMCA Project), Series 2017

Motion by Kluss, 2nd by Pion to approve Resolution 2017-55 – to proceed with the issuance and sale of Revenue Refunding Bonds (YMCA Project), Series 2017, in an amount not to exceed \$10,000,000. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Kluss to approve Resolution 2017-56 – authorizing the issuance, execution, delivery and sale of Revenue Refunding Bonds (YMCA Project), Series 2017, in the aggregate principal amount not to exceed \$10,000,000, of the City of Dallas Center, Iowa, the execution and delivery of a Loan Agreement, and other matters relating thereto. Roll call all ayes, motion passed.

Ammon Taylor with Waste Management gave a brief review of services.

Dusty Rauschenberg with Friends of the Dallas Center Pool gave the annual report.

Amy Jarnagin gave a Home Base Iowa update.

Public Communications and Concerns - Robert Haxton expressed opposition to vending machines being placed at the trailhead. Julie Becker congratulated Mayor Kidd on his re-election and expressed her opposition to vending machines at the trailhead and tax abatements.

Motion by Pion, 2nd by Bagby to approve Request for Proposals – vending machines at Trailhead Restroom. Motion passed 4-0.

Motion by Beyer, 2nd by Pion to approve Resolution 2017-57 – approve Parks and Recreation Board recommendation to transfer \$25,000 from Burnett Recreation to the Pool Depreciation. Roll call all ayes, motion passed.

Plan and Zoning Commission Report

Motion by Kluss, 2nd by Beyer to approve Resolution 2017-49 – approving Site Plan for First Presbyterian Church. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Bagby to approve Resolution 2017-50 – approving Architectural Plan for First Presbyterian Church. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Pion to set a public hearing on amending Zoning Code to remove mobile home parks as a permitted use in the C-2 District for 7 p.m. on January 9, 2018. Motion passed 4-0.

Motion by Kluss, 2nd by Bagby approving report recommending that the occupancy of Tiny Homes for residential purposes are not currently permitted by either the Zoning Code or the Subdivision Ordinance. Motion passed 4-0.

Beyer stepped out from 8:08-8:10 pm.

Lynn Crest Estates Plat 3

Motion by Kluss, 2nd by Beyer to approve Resolution 2017-51 – accepting the Improvements in Lynn Crest Estates Plat 3. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Bagby to approve Resolution 2017-52 – approving the Final Plat of Lyn Crest Estates Plat 3. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Pion to set a public hearing for 7 p.m. on January 9, 2018, to vacate the 30 foot storm sewer and overland flowage easement shown for Outlot Y on the Final Plat of Lyn Crest Estates Plat 2. Motion passed 4-0.

Slaughter gave the public works report. He addressed comments regarding the hardness of the City's water. There has been no change in the city's water treatment process and the hardness has increased slightly but is still well below acceptable limits. The city is mandated to perform weekly testing on our water. All residents receive the water quality report annually and the city will be sending out additional information in a future utility bill.

Southwest Stormwater Drainage Improvements – Phase 1

Motion by Kluss, 2nd by Pion to approve Partial Payment Estimate No. 12 – Progressive Structures, LLC - \$38,997.77. Motion passed 4-0.

Motion by Beyer, 2nd by Bagby to approve Change Order No. 6 – Progressive Structures, LLC – increase of \$5,000.00. Motion passed 4-0.

Water Plant Phase 1 Update

Motion by Kluss, 2nd by Pion to approve Partial Payment Estimate No. 2 – Jetco, Inc. - \$29,785.35. Motion passed 4-0.

Wastewater Treatment Facility Improvements

Motion by Kluss, 2nd by Beyer to approve Resolution 2017-53 – approving Agreement with Veenstra & Kimm for professional services. Roll call all ayes, motion passed.

Not to Exceed \$210,000 Sewer Revenue Capital Loan Notes

Motion by Pion, 2nd by Kluss to approve Resolution 2017-54 – instituting proceedings to take additional action (SRF Loan – Interim Financing for Planning & Design). Roll call all ayes, motion passed.

Capital Improvements Plan–Council will schedule a special meeting in January to narrow focus of the plan.

Motion by Beyer, 2nd by Kluss to approve renewal of myBlue HSA Silver 4000 health insurance plan for 2018 and approving the City to pay 99% of single coverage and 90% of the difference in cost of single and employee elected coverage. The City will contribute \$6200/family and \$3100/single into each employee's HSA account; and approving Delta Dental Premier Plan B Plus-H with the City paying the same percentage as health coverage. Motion passed 4-0.

Attorney Brown gave a report of District Court's award of abandoned property to the City. Motion by Pion, 2nd by Kluss to approve demolition agreement with Iowa Demolition Inc in the amount of \$9,700 for the property at 204 15th Street. Motion passed 4-0.

Council reports-Kluss stated he attended the State Revolving Fund Workshop, Pion stated he had forwarded grant information to the Parks and Recreation Board.

Mayor's report-Kidd reminded everyone of the January Budget Workshops scheduled for January 2nd, 3rd and 4th at Memorial Hall at 6:00 pm.

Meeting adjourned at 8:59 pm.

Cindy Riesselman, City Clerk

Claims

Access Systems Leasing	Dec Serv	\$248.81
Adel Tv & Appliance Co	Repairs	\$75.95
Agsource Cooperative Svcs	Tests	\$675.50
Baker & Taylor Co.	Books	\$868.82
Bankers Trust	Bond	\$72,452.29
Bankers Trust	Bond	\$18,820.00
Mmit Business Solutions	Oct Lease	\$96.30
Bay Bridge Administrators	Dec Premium	\$100.42
Brown, Fagen & Rouse	Dec Serv	\$2,250.00
Cede & Co	Bond	\$500.00
Centurylink	Dec Serv	\$515.94
Cintas Corporation #762	Oct Serv	\$241.08
Core & Main	Repairs	\$427.62
Culligan Water System	Nov Serv	\$39.05
Dallas County Auditor	Election	\$1,863.51
Dallas County Treasurer	Dec Serv	\$16,970.48
Dallas County Treasurer	Prop Tax	\$693.00

Dave Steinick	Sidewalk Reimb	\$292.00
Deaton Truck And Auto Inc	Repairs	\$177.54
Delta Dental	Dec Premium	\$31.70
Delta Dental	Dec Premium	\$450.06
Digital Stew Services	Nov Serv	\$79.50
Dmc Welding & Repair Llc	Repairs	\$16.83
Ed Leedom	Nov Serv	\$568.95
Eftps	Taxes	\$3,117.55
Eftps	Taxes	\$3,828.69
Electronic Engineering	Repairs	\$673.60
Elite Electric & Utility	Dec Serv	\$735.27
Gatehouse Media Iowa Holdin	Nov Serv	\$761.73
Gis Benefits	Dec Premium	\$25.34
Gis Benefits	Dec Premium	\$23.73
Grainger	Supplies	\$386.56
Heartland Co-Op	Nov Serv	\$755.98
Hsa Cory, Rochelle	Hsa	\$150.00
Hsa Riesselman, Cindy	Hsa	\$150.00
Hsa Slaughter, Brian	Hsa	\$150.00
Hsa Steele, Kathy	Hsa	\$150.00
Industrial Chem Labs	Supplies	\$0.00
Iowa Finance Authority	Bond	\$455.00
Iowa Finance Authority	Bond	\$1,137.50
Iowa Finance Authority	Bond	\$9,030.00
Iowa Prison Industries	Supplies	\$126.56
Ipers	Ipers	\$4,167.41
Iron Mountain	Nov Serv	\$49.43
Jetco Inc	Dec Serv	\$29,785.35
Jim's John Inc	Oct/Nov Serv	\$120.00
Karen's Quality Cleaning	Nov Serv	\$470.00
Kempker's True Value	Supplies	\$13.15
Krudico Inc	Repairs	\$714.39
Leaf	Nov Serv	\$102.08
M & T Fire And Safety	Supplies	\$150.00
Mercy College Health Sciences	Training	\$15.00
Menards	Repairs	\$451.99
Midamerican Energy	Nov Serv	\$3,314.40
Midwest Breathing Air Llc	Testing	\$169.10
Moss Bros, Inc	Repairs	\$30.48
Napa Auto Parts	Supplies	\$67.03
Nationwide Retirement Sol	Deferred Comp	\$200.00
Office Depot	Supplies	\$49.39
Petty Cash-City	Postage	\$21.82

Praxair Distribution	Nov Serv	\$27.93
Progressive Structures, Llc	Sw Storm	\$38,997.77
Progressive Structures, Llc	Sw Storm	\$79,902.89
Rdg Planning & Design	Nov Serv	\$44,200.00
Rhinehart Excavating, Inc	Supplies	\$348.34
Cindy Riesselman	Training	\$16.05
Treasurer - State Of Iowa	Sales Tax	\$2,556.69
April Scrivner	Mileage	\$18.46
Strauss Safe & Lock Co.	Supplies	\$332.55
Truck Equipment, Inc.	Supplies	\$85.16
Unplugged Wireless	Repairs	\$60.00
Usa Blue Book	Supplies	\$428.56
Veenstra & Kimm	Oct/Nov Serv	\$5,012.37
Verizon Wireless	Nov Serv	\$120.03
Treasurer - State Of Iowa	Taxes	\$1,094.00
Waste Management	Nov Serv	\$15,813.83
Wellmark Bcbs	Dec Premium	\$308.16
Wellmark Bcbs	Dec Premium	\$5,263.25
Wells Fargo	Supplies/Postage	\$2,509.23

Paid Total		\$377,099.15
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General	\$57,623.48
Rut	\$1,118.52
T&A(Eb)	\$8,987.73
Rec Trail	\$44,200.00
Debt Service	\$91,727.29
Water	\$47,589.17
Sewer	\$6,177.70
Storm District	\$119,675.26

\$377,099.15

Revenues

General Total	\$66,097.94
T&A (Pd) Benevolent	\$0.19
T&A(Ft) Total	\$52.05
T&A(Sc) Total	\$2.38
Capital Improvement	\$42.05
T&A(Sl) Total	\$4.57
Rut Total	\$18,746.38
T&A(Eb) Total	\$7,976.56
Emergency Levy Fund	\$1,359.45

Tif Total	\$1,366.47
Burnett Project Total	\$178.61
T&A(Bc) Total	\$196.40
T&A(Burnett Cap Improve	\$161.10
T&A(Pd) Total	\$0.00
Rec Trail Total	\$0.00
Debt Service Total	\$20,670.14
T&A(B) Total	\$3.78
T&A(Y) Total	\$3.29
Water Total	\$37,541.60
Sewer Total	\$28,857.79
Storm District Total	\$4,423.35
 Total Revenue By Fund	 \$187,684.10

The Dallas Center City Council met in special session January 2, 2018 at 6:00 pm. Mayor Michael Kidd called the meeting to order and led the pledge of allegiance. Council members present included Ryan Kluss, David Bagby, Ryan Pearson, Curtis Pion and Danny Beyer.

Motion by Kluss, 2nd by Beyer to approve the agenda. Motion passed. 5-0.

The council and department managers went through the FY2019 budget, no action was taken. They will continue with a budget workshop on Wednesday, January 3, 2018 at 6:00 pm.

Meeting adjourned at 8:53 pm.

Cindy Riesselman
City Clerk

The Dallas Center City Council met in special session January 3, 2018 at 6:00 pm. Mayor Michael Kidd called the meeting to order and led the pledge of allegiance. Council members present included Ryan Kluss, David Bagby, Ryan Pearson, Curtis Pion and Danny Beyer.

Motion by Kluss, 2nd by Pion to approve the agenda. Motion passed. 5-0.

The council continued work on the FY2019 budget, no action was taken.

Meeting adjourned at 7:16 pm.

Cindy Riesselman
City Clerk

BALANCE SHEET
CALENDAR 12/2017, FISCAL 6/2018

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	304.64	32,162.63
011-000-1110	CHECKING-T&A(PD) BENEVOLENT	.00	.00
015-000-1110	CHECKING-T&A(FT)	.00	.00
021-000-1110	CHECKING-T&A(SC)	3,000.00	3,000.00
029-000-1110	CHECKING-DEPR POLICE	.00	.00
029-000-1111	CHECKING-DEPR NON RUT EQUIP	.00	.00
029-000-1112	CHECKING-DEPR PARK	.00	.00
029-000-1113	CHECKING-DEPR SWIM POOL	.00	.00
029-000-1114	CHECKING-DEPR P/W BLDG	.00	.00
041-000-1110	CHECKING-T&A(SL)	27.86	27.86
110-000-1110	CHECKING-RUT	15,429.08	15,429.08
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	292.00-	292.00-
112-000-1110	CHECKING-T&A(EB)	9,255.82-	206.65
119-000-1110	CHECKING-EMERG LEVY	628.48	628.48
121-000-1110	CHECKING - LOST	.00	.00
125-000-1110	CHECKING-TIF	445.34	445.34
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	.00	.00
168-000-1110	CHECKING-T&A(BURNETT LIBRARY)	.00	.00
169-000-1110	CHECKING-T&A(BURNETT CAP IMP)	.00	.00
177-000-1110	CHECKING-T&A(PD) FORFEITURE	.00	.00
180-000-1110	CHECKING-REC TRAIL	44,200.00-	44,200.00-
200-000-1110	CHECKING-DEBT SERVICE	84,048.11-	7,679.18
305-000-1110	CHECKING-PLAYGROUND EQUIP	.00	.00
307-000-1110	CHECKING-2012 HWY 44 TURN LANE	.00	.00
501-000-1110	CHECKING-T&A(B)	.00	.00
502-000-1110	CHECKING-T&A(Y)	.00	.00
600-000-1110	CHECKING-WATER	6,433.99-	11,520.91
600-000-1111	CHECKING-WATER SINKING	.00	.00
600-000-1112	CHECKING-T&A(M)	.00	.00
600-000-1113	CHECKING-WATER IMPROVEMENT	.00	.00
600-000-1114	CHECKING-WATER RESERVE	.00	.00
610-000-1110	CHECKING-SEWER	18,047.18	37,393.66
610-000-1111	CHECKING-SEWER SINKING	.00	.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	35,200.04-	30,805.00-
	CHECKING TOTAL	141,547.38-	33,196.79
001-000-1120	PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1160	SAVINGS-GENERAL	433,043.95-	487,248.23
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.56	754.47
015-000-1160	SAVINGS-T&A(FT)	176,015.56-	27,310.71
021-000-1160	SAVINGS-T&A(SC)	6.95	9,283.78

BALANCE SHEET
CALENDAR 12/2017, FISCAL 6/2018

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
029-000-1160	SAVINGS-DEPR POLICE	33,995.41-	6,136.65
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	12,998.27-	2,315.30
029-000-1162	SAVINGS-DEPR PARK	2,005.51	7,362.83
029-000-1163	SAVINGS-DEPR SWIM POOL	14,978.90-	28,192.05
029-000-1164	SAVINGS-DEPR P/W BLDG	59,999.77-	308.33
041-000-1160	SAVINGS-T&A(SL)	13.38	17,883.08
110-000-1160	SAVINGS-RUT	26,666.67-	198,066.86
110-000-1161	SAVINGS-DEPR RUT EQUIP	45,000.00-	4,180.83
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	62.35	83,323.64
119-000-1160	SAVINGS-EMERG LEVY	9,355.14-	1,360.47
125-000-1160	SAVINGS-TIF	842.60-	29,372.37
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	552,891.68-	144,755.06
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	627,895.79-	139,261.07
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	499,903.20-	129,355.74
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	93,000.00	64,059.17
200-000-1160	SAVINGS-DEBT SERV	4,088.78	83,556.29
305-000-1160	SAVINGS-PLAYGROUND EQUIP	.00	.00
307-000-1160	SAVINGS-2012 HWY 44 TURN LANE	.00	.00
501-000-1160	SAVINGS-T&A(B)	11.04	14,756.69
502-000-1160	SAVINGS-T&A(Y)	9.61	12,842.83
600-000-1160	SAVINGS-WATER	9,807.53-	324,486.66
600-000-1161	SAVINGS-WATER SINKING	3,899.58-	33,023.62
600-000-1162	SAVINGS-T&A(M)	.00	4,488.26
600-000-1163	SAVINGS-WATER IMPROVEMENT	.00	10,487.68
600-000-1164	SAVINGS-WATER RESERVE	.00	59,000.00
610-000-1160	SAVINGS-SEWER	312,601.85-	312,287.52
610-000-1161	SAVINGS-SEWER SINKING	3,807.50	43,020.66
610-000-1162	SAVINGS-SEWER RESERVE	.00	83,235.93
610-000-1163	SAVINGS-SEWER IMPROVEMENT	.00	13,342.66
740-000-1160	SAVINGS-STORM DISTRICT	244.90	327,270.51
	SAVINGS TOTAL	2,716,645.32-	2,702,329.95
001-000-1170	CD-GENERAL	300,000.00	300,000.00
001-000-1171	CD-GENERAL	.00	.00
015-000-1170	CD-T&A (FT)	200,000.00	200,000.00
021-000-1170	CD-T&A (SC)	.00	.00
029-000-1170	CD-DEPR POLICE	50,000.00	50,000.00
029-000-1171	CD-DEPR NON RUT EQUIP	40,000.00	40,000.00
029-000-1172	CD-DEPR PARK	.00	.00
029-000-1173	CD-DEPR SWIM POOL	40,000.00	40,000.00
029-000-1174	CD-DEPR P/W BLDG	80,000.00	80,000.00
110-000-1170	CD-RUT	.00	.00
110-000-1171	CD-DEPR RUT EQUIP	70,000.00	70,000.00
167-000-1170	CD-BC RECREATION	500,000.00	500,000.00
168-000-1170	CD-BC LIBRARY	628,000.00	628,000.00
169-000-1170	CD-BC CAP IMPROVE	500,000.00	500,000.00

BALANCE SHEET
CALENDAR 12/2017, FISCAL 6/2018

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
501-000-1170	CD-T&A (B)	.00	.00
502-000-1170	CD-T&A (Y)	.00	.00
600-000-1170	CD-WATER	.00	.00
600-000-1171	CD-WATER	.00	.00
610-000-1170	CD-SEWER	300,000.00	300,000.00
		-----	-----
	CD'S TOTAL	2,708,000.00	2,708,000.00
		=====	=====
	TOTAL CASH	150,192.70-	5,443,626.74
		=====	=====

TREASURER'S REPORT
CALENDAR 12/2017, FISCAL 6/2018

FUND		LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001	GENERAL	952,250.17	80,479.47	213,218.78	.00	819,510.86
011	T&A (PD) BENEVOLENT	753.91	.56	.00	.00	754.47
015	T&A(FT)	203,326.27	23,984.44	.00	.00	227,310.71
021	T&A(SC)	9,276.83	3,006.95	.00	.00	12,283.78
029	CAPITAL IMPROVEMENT	164,282.00	90,033.16	.00	.00	254,315.16
041	T&A(SL)	17,869.70	41.24	.00	.00	17,910.94
110	RUT	273,914.36	16,255.60	2,785.19	.00	287,384.77
112	T&A(EB)	92,723.76	3,747.45	12,940.92	.00	83,530.29
119	EMERGENCY LEVY FUND	10,715.61	629.50	9,356.16	.00	1,988.95
121	LOCAL OPTION SALES TAX	.00	.00	.00	.00	.00
125	TIF	30,214.97	467.32	864.58	.00	29,817.71
166	T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167	BURNETT PROJECT	697,646.74	108.32	53,000.00	.00	644,755.06
168	T&A(BC)	767,156.86	104.21	.00	.00	767,261.07
169	T&A(BURNETT CAP IMPROVE)	629,258.94	96.80	.00	.00	629,355.74
177	T&A(PD)	.00	.00	.00	.00	.00
180	REC TRAIL	28,940.83-	93,000.00	44,200.00	.00	19,859.17
200	DEBT SERVICE	171,194.80	11,767.96	91,727.29	.00	91,235.47
501	T&A(B)	14,745.65	11.04	.00	.00	14,756.69
502	T&A(Y)	12,833.22	9.61	.00	.00	12,842.83
600	WATER	463,148.23	35,891.54	56,032.64	.00	443,007.13
610	SEWER	780,027.60	25,676.30	16,423.47	.00	789,280.43
740	STORM DISTRICT	331,420.65	4,735.63	39,690.77	.00	296,465.51
Report Total		5,593,819.44	390,047.10	540,239.80	.00	5,443,626.74

FIRE & EMS REPORT

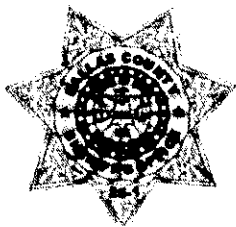
December 2017

FIRE 12 total

- 1 Hazmat assignmnets
- 3 alarms
- 3 Mutual aid -- Adel,Grimes,Waukee
- 1 fire assignment (vehicle)
- 2 outside fire
- 1 MVC
- 1 smoke investigation

EMS 8 Total

8 calls for service (8 City/0 Rural)



Dallas County Sheriff's Office
Dallas Center/Incidents
December 1, 2017 – December 31, 2017

Incident Type	Date	Location	Time
Traffic Hazard	December 1, 2017	2400 240 th St	5:59 a.m.
Traffic Hazard	December 1, 2017	2500 240 th St	10:58 a.m.
Public Assist	December 2, 2017	203 12 th St	2:54 p.m.
Gas Leak/Gas Oder	December 2, 2017	1100 Sycamore St	5:42 p.m.
Assist	December 2, 2017	1304 Sycamore St	6:30 p.m.
Vandalism	December 3, 2017	609 Linden St	4:15 p.m.
Medical/Ambulance	December 3, 2017	1204 Linden St	7:18 p.m.
Forgery/Fraud	December 4, 2017	1202 Sugar Grove Ave.	9:18 a.m.
Juvenile Problem	December 4, 2017	1005 Maple St	11:17 a.m.
Medical/Ambulance	December 4, 2017	702 11 th St	11:13 p.m.
Property Report	December 4, 2017	1502 Walnut St	3:26 p.m.
Medical/Ambulance	December 5, 2017	702 11 th St	7:50 a.m.
Suspicious	December 5, 2017	701 Northview Dr.	2:41 p.m.
Medical/Ambulance	December 5, 2017	102 12 th St	8:17 p.m.
Suspicious	December 5, 2017	600 9 th St	8:28 p.m.
Animal Complaint	December 5, 2017	Kellogg Ave/Sugar Grove Ave	11:09 p.m.
Theft	December 6, 2017	Fairview Dr./Northview Dr.	1:20 p.m.
Forgery/Fraud	December 6, 2017	1708 Vine St	3:44 p.m.
Information	December 6, 2017	1107 Sugar Grove Ave.	4:11 p.m.
Suspicious	December 6, 2017	Kellogg Ave / Sycamore St	6:39 p.m.
Traffic Hazard	December 6, 2017	Percival Ave / Sugar Grove Ave	6:30 p.m.
Medical Transport	December 8, 2017	1204 Linden St	6:41 p.m.
Suspicious	December 9, 2017	100 15 th St	2:13 a.m.
Assist	December 10, 2017	1204 Linden St	12:14 a.m.
Alarm	December 11, 2017	1206 8 th St	10:48 a.m.
Suspicious	December 11, 2017	85 Kellogg Ave	8:45 p.m.
Forgery/Fraud	December 13, 2017	1100 Walnut St	12:27 p.m.
Medical/Ambulance	December 14, 2017	1107 Sugar Grove Ave	8:17 a.m.
Suspicious	December 15, 2017	1402 Sycamore St	11:46 a.m.
Illegal Burn	December 16, 2017	300 Kellogg Ave	1:16 p.m.
Smoke Investigation	December 16, 2017	105 10 th St	6:03 p.m.
Theft	December 17, 2017	1007 8 th St	12:40 p.m.
Traffic Hazard	December 17, 2017	1204 Cherry St	1:34 p.m.
Information	December 17, 2017	307 14 th St	4:23 p.m.
Motor Vehicle Crash	December 18, 2017	10 th St / Vine St	3:37 p.m.

Incident Type	Date	Location	Time
Theft	December 19, 2017	105 10 th St	4:12 p.m.
Theft	December 19, 2017	1202 Sugar Grove Ave	9:12 p.m.
Animal Complaint	December 20, 2017	606 15 th St	3:02 p.m.
Medical/Ambulance	December 23, 2017	1204 Linden St	6:21 p.m.
Noise Complaint	December 24, 2017	601 Vine St	12:23 a.m.
Public Assist	December 24, 2017	1709 Sugar Grove Ave	9:12 a.m.
Alarm	December 27, 2017	1202 Sugar Grove Ave.	12:20 a.m.
Medical/Ambulance	December 27, 2017	1201 Laurel St	4:42 a.m.
Return Phone Call	December 27, 2017	1200 Ash St	7:11 p.m.
Information	December 28, 2017	13 th St / Walnut St	5:31 a.m.
Traffic Complaint	December 28, 2017	1704 Ash St	11:06 a.m.
Welfare Check	December 29, 2017	303 Percival Ave	8:43 a.m.
Public Assist	December 29, 2017	1414 Walnut St	7:34 p.m.
Suspicious	December 29, 2017	601 Percival Ave	9:01 p.m.
Alarm	December 30, 2017	907 13 th St	5:36 p.m.
Fireworks	December 30, 2017	601 Percival Ave	8:46 p.m.
Medical Alarm	December 30, 2017	1107 Sugar Grove Ave	9:02 p.m.
Ordinance Violation	December 31, 2017	1400 Walnut St	7:04 a.m.
Fire Alarm	December 31, 2017	1208 8 th St	1:45 p.m.

Traffic Stops	24
Civil Papers	1

All Calls Grand Total 79
323 Hours, 320 Contracted

YEAR END TOTALS 2017

Cases Opened	136
Cases Complied	126
Open Cases	10

Notices sent out 117

Many "door hangers" handed out. Several followed up by notices.

Property Maintenance Cases Opened	9
Property Maintenance Cases Complied	6
Still open Property Maintenance	3

Property maintenance cases consisted of repainting house/garage, new roof house/garage, re-siding-new windows house/garage.

Monthly Water Report

Date	Dec-17																			
	Water Plant																			
Total Gal.>	4,625,700	Max	747,600	Min	76,500	Avg	149,200	Gpm	288											
Total Hrs.>	269.7	Max	13.6	Min	5.2	Avg	8.7													
Last Month.>	4,430,600	Max	459,700	Min	92,900	Avg	147,700	Gpm	327											
Last Year.>	4,340,000	Max	562,000	Min	50,000	Avg	140,000	Gpm	304											
Lbs.of Chlorine	654	Lbs of Fluoride	26	Gallons of salt brine	2,349															
Chlorine.Mg/l	0.74	Fluoride.Mg/l	0.5	Hardness. Mg/l	123	Iron. Mg/l	0.01	Nitrate.Mg/l												
	Well																			
Date	12/21/2017																			
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm
Well # 7	25	12	11	140																
Well # 8	32	24	8	100																
Well # 9	27	24	3	140																
Well # 10																				
Test Well																				
Water Meters	New Installs				Read In															
	Replace Meter				Read Out															
	Replace Radio				Shut off For nonpayment															
	Read																			
	Repair																			
Fire Hydrants	New Install				Flush Hyd				Repair Hyd											
Water Plant	12/4/17 - Jetco installed upgrade to electrical upgrade.																			
Water Tower																				
Reservoir																				
Dist. System	12/29/2017 - Water main break 200 block of Percival.																			
Wells	12/21/2017 - Tested Wells 7-8-9 no issues, Northway cleaning Well 10																			
Other																				

City of Dallas Center



DALLAS CENTER

{ *Quietly* PROGRESSIVE }

2018

Mayor Pro-Tem	Kluss	By Mayor
Sheriff	Dallas County	By contract
City Clerk/Treasurer	Riesselman	By Council
City Attorney	Brown	By Mayor, Council Approval
City Engineer	Veenstra & Kimm	By Council
Zoning Administrator	Van Ausdall	By Council
Building Official	Van Ausdall	By Council
Public Works Director	Slaughter	By Mayor, Council Approval

1/2018 Council Committees (By Mayor)

Water/Sewer	Kluss	Beyer
Streets/Alleys	Pearson	Kluss
Vehicles	Beyer	Pearson
Fire Department	Bagby	Pion
Buildings	Bagby	Pearson
Recreation (Park/Pool)	Pearson	Kluss
Landfill	Pearson	Bagby
Library	Pearson	Beyer
Compensation	Kluss	Pion
Health Officer	Mercy Medical Center	
Fire Chief	Hoffland	
Rescue Captain	Hoffland	
Public Safety Committee	Pion	Slaughter, Hoffland
Economic Development	Bagby	Beyer

SPONSORED PROGRAMS AGREEMENT

This agreement is for performance of a project by and between **Iowa State University (ISU)**, with an address of Office of Sponsored Programs Administration, 1138 Pearson Hall, 505 Morrill Road, Ames, Iowa 50011-2103, and the **City of Dallas Center ("CITY")**, with an address of 1502 Walnut Street, PO Box 396, Dallas Center, IA 50063. Either Party may be referred to individually as "Party" and the Parties hereto may be referred to collectively as the "Parties."

ISU has proposed a project in collaboration with City as detailed in Exhibit A and detailed budget included therein, deemed incorporated into and made an integral part of this Agreement.

The Parties agree as follows:

ARTICLE 1 Project

The scope of work, timeline and budget (hereinafter "Project") are detailed in Exhibit A and incorporated herein.

ARTICLE 2 Period of Performance

The period of performance for this Agreement is **January 1, 2018 – June 30, 2018**. No change in the dates of the period of performance shall be made unless agreed to in writing by all Parties to this Agreement.

ARTICLE 3 Key Personnel

City's key contact for the Agreement is **Michael Kidd**, Mayor. ISU's Principal Investigator for this project shall be **Carl Rogers**, Associate Professor and Chair, Department of Landscape Architecture. If a Party's named individual becomes unable or unwilling to continue the Project, and a mutually acceptable substitute is not available, the other Party shall have the option to terminate the Project pursuant to Article 13.

ARTICLE 4 Reports and Other Deliverables

ISU shall provide reports and deliverables as listed in Exhibit A.

ARTICLE 5 Expenditures and Payment of Invoices

As compensation under this fixed price Agreement, **CITY** agrees to pay ISU for performance of work on this fixed price agreement in the amount of **SIXTEEN THOUSAND DOLLARS (\$16,000.00 USD)** for the Project as set forth in Exhibit A.

Invoices from ISU for the Project as set forth in Exhibit A shall be sent as follows:

January 31, 2018	\$6,000.00
March 31, 2018	\$6,000.00
June 30, 2018	\$4,000.00 FINAL

Payment is due upon receipt of proper invoices. CITY may pre-pay this Agreement at any time prior to the final invoice.

City of Dallas Center
Attn: Cindy Riesselman
1502 Walnut Street
PO Box 396
Dallas Center, IA 50063

CITY shall make its check payable to "Iowa State University" and send it to: Sponsored Programs Accounting, Room 1810 Administrative Services Building, 2221 Wanda Daley Drive, Ames, IA 50011-1004, with reference to the Project.

ARTICLE 6 Publication

ISU may publish the results of the Project. Any publication resulting from work under this Agreement shall include an acknowledgement of support from CITY in the following terms, "This material is based upon work supported by **"City of Dallas Center."** A copy of all publications generated from work under this Agreement will be provided to CITY.

ARTICLE 7 Publicity

The Parties shall not use the name or trademarks of the other Party or the name of any of its employees in any publicity or advertising, including endorsements, without the prior written consent of the other Party. The Parties may use the name of the other Party and its employees for fulfilling any reporting obligations.

ARTICLE 8 Confidentiality

The Parties acknowledge that it may be necessary to disclose information to the other Party that is considered proprietary or confidential ("Confidential Information"). If the provider of information considers the information as Confidential Information, the provider shall identify it as such in writing or marked "CONFIDENTIAL". If orally disclosed to or observed by the recipient, Confidential Information shall be reduced to writing by the provider, marked "CONFIDENTIAL," and delivered to recipient within thirty (30) days of disclosure.

The obligations set forth in this Article apply to all or any part of any Confidential Information provided after the effective date of this Agreement except to the extent that either Party can show by written record that the Confidential Information: (i) was possessed prior to its receipt from the other party; (ii) was already available to the public through no fault of the receiving Party; (iii) is subsequently disclosed to receiving Party by a third Party that has the right to disclose it free of any obligations of confidentiality; (iv) is independently developed by recipient without use of the provider's Confidential Information; or (v) is required by law, regulations, court order or subpoena to be disclosed. Confidential Information shall be maintained as confidential for three (3) years from the completion of this Agreement.

ARTICLE 9 Intellectual Property/Copyright

Subject to any pertinent obligations to other sponsors, including the provisions of the Bayh-Dole Act, intellectual property which results from this Project which is created solely by ISU employees will be owned by ISU (ISU's IP). Intellectual Property resulting from the performance of the Project and created solely by CITY's employees will be owned by CITY (CITY's IP). Intellectual Property resulting from the performance of the Project and created jointly by ISU's employees and CITY's employees will be owned jointly by ISU, and CITY ("Joint IP").

Copyrightable materials first created solely by ISU's personnel in the performance of the work funded under this Agreement shall vest in ISU. ISU shall grant to CITY an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.

ARTICLE 10 Notices

All notices (excluding invoices that are handled under Article 5) to and under this Agreement shall be in writing and sent to each Party as set forth below:

City of Dallas Center

Attn: Mayor Michael Kidd
1502 Walnut Street
PO Box 396
Dallas Center, IA 50063
Phone: 515-992-3725
Fax: 515-992-3764
E-Mail: mayor@dallascenter.com

ISU

Iowa State University
Office of Sponsored Programs Administration
1138 Pearson Hall
505 Morrill Road
Ames, IA 50011-2103
Phone: 515-294-5225
Fax: 515-294-8000
E-mail: grants@iastate.edu

ARTICLE 11 Indemnification

Each Party agrees to accept the responsibility for claims for injury or damage to any person or persons or property that arise solely out of that Party's negligent acts or omissions in connection with this Project. Each Party further agrees that the other Party shall not be liable for damages arising solely from injuries or damages sustained by any person or persons or property resulting from its own negligent performance or omission under this Agreement.

ARTICLE 12 Insurance

ISU shall obtain and maintain comprehensive liability insurance or self-insurance sufficient to cover its responsibilities under this Agreement. If requested, ISU agrees to provide evidence of such insurance or self-insurance to CITY via Certificate of Insurance or other documentation acceptable to CITY.

ARTICLE 13 Termination/Cancellation

This Agreement may be terminated by either Party at any time upon issuing of written notice sixty (60) days prior to termination or at any time upon mutual agreement of the Parties. ISU shall be compensated for all actual and allowable expenses and all uncancellable obligations properly incurred prior to the termination.

ARTICLE 14 Amendments

This Agreement may be amended in writing from time to time by mutual consent of the Parties. All amendments to this Agreement must be fully executed by the Parties.

ARTICLE 15 Entire Agreement

This Agreement, including any exhibits, attachments and provisions incorporated by reference, constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, among the Parties hereto with respect to the subject matter hereof.

IOWA STATE UNIVERSITY

Pamela Helfer
Senior Award Administrator
Office of Sponsored Programs Administration

Date

City of Dallas Center

Michael Kidd, Mayor
City of Dallas Center

Date

EXHIBIT A – Project Narrative and Budget

Iowa State University Community Design Lab (CDL)

Project Type: Community Design Consulting

Project Title and a brief description: Dallas Center Comprehensive Park Master Plan Study

Purpose and Value:

Parks are complex elements and provide intrinsic environmental, aesthetic and recreation benefits to our towns. They can serve scores of different uses, may be specialized in their function and identity, or can simply provide visual appeal for residents. Parks define the shape and feel of a city and its neighborhoods. They work as a conscious tool for revitalization and economic development while bringing communities together in open public spaces. The future of parks is an important investment for a city because it greatly improves the community's health and the welfare of the people who live in it.

Description:

The Community Design Lab (CDL) will develop a comprehensive park master plan for the Dallas Center Park System. The scope of the master plan includes documenting and visualizing existing conditions, concerns and opportunities surrounding Dallas Center's community context. This documentation will aid the CDL in developing spatial design strategies for future park improvements and open space development. In addition to the comprehensive park master plan, the CDL will provide design assessment for the individual parks related to access, circulation, program, experience and landscape performance. To better understand the current needs of the community of Dallas Center and take advantage of open space opportunities, the ISU Community Design Lab will work with the Park Board to develop the master plan document. The project will include

- **Inventory, Analysis and Assessment (4 weeks):** complete an inventory and analysis of existing conditions within the community including recreational programs, open space networks, vehicular and pedestrian infrastructure, cultural landmarks, landscape structure and relationship between these conditions throughout the community. This information will be analyzed and assessed in order to identify project goals at the community scale and direct strategies to develop a draft comprehensive park master plan. A list of goals and strategies will be presented to the stakeholder group in order to prioritize and direct the project in future phases.
- **Comprehensive Park Master Plan Strategies and Framework (4-6 weeks):** provide strategies based on goals identified with stakeholder group in previous phase. Community scale diagrams related to the open space and park network will be developed to better describe community goals. Park site scale diagrams will also be developed to test each park's access, circulation, program, spatial experience and landscape performance. A preliminary master plan will be developed and presented to the stakeholder group for comment and direction.
- **Comprehensive Park Master Plan (2-3 of weeks):** refine the master plan based on communication with the stakeholder group and develop design drawings to better describe master plan at both community scale and park scale. Options developed during this phase include community and park identity, mobility and connectivity, sustainability and other important open space issues. The comprehensive park master plan will also include a phasing and prioritization strategy. Within this strategy opportunities for both community park system and individual park improvements will be identified in a manner that also identifies short and long-term improvements.
- **Final Report (2 weeks):** develop final design materials including community plan, park site plan(s), three-dimensional site diagrams, illustrative renderings, project narrative and project phase and prioritization plan.

Deliverables

Final Master Plan Report: graphic and narrative summary of work completed

Final Master Plan Presentation: graphic display of project goals, opportunities, strategies and tactics

Illustrative Drawings including community site master plan, diagrams, perspectives and other design drawings that illustrate the master plan in the context of the community and within the park open space system

Proposed Duration of project: December 2017 – June 2018—The duration takes into account time for collecting information related to site conditions using city maps, GIS, field work and other resources. The duration also takes into account time to observe use of city parks by public citizens.

Project Budget:

Community Design Consulting Project: \$16,000

Thank you for your interest in supporting a professional educational project in connection with the College of Design's Community Design Lab at Iowa State University. This program is designed to provide students a professional experience in their chosen discipline. In return for your support of and participation in this project, the Community Design Lab will provide you with a project report, including as appropriate, any data findings provided you agree to the scope and sign this form.

Contact Information:

	Name	Phone	Email
Organization Project Lead			
Community Design Lab Team Contact	Carl Rogers	515-294-2213	rogersc@iastate.edu



Dallas County Foundation 2018 Grant Application Part I – Cover Page

Upgrading Softball Field Facilities

January 30, 2018

Project Title		Date Submitted
Parks and Recreation Board		City of Dallas Center
Organization Name	Legal Name as listed with IRS	
1502 Walnut St. P.O. Box 396	Dallas Center, IA 50063	426004457
Organization Address	City, State, Zip	Employee Identification Number (EIN)
515-992-3725		170(b)
Phone	IRS Status: 501(C) (3), (5), (6) or 170(b)	
Mary Werch, Park Board President	515-928-2344	mwerch@yahoo.com
Name and title of contact person regarding this application	Phone	e-mail address
Cindy Riesselman, City Treasurer	515-992-3725	criesselman@dallascenter.com
Name and title of fiscal agent contact person (if different than above)	Phone	e-mail address

Physical address of fiscal agent contact (if organization is neither an IRS 501(C) (3), (5), (6) nor 170b)			
\$23,442.00	\$7,425.00	\$16,017.00	1,746
Total cost of Project	Total Requested from DCF	Total Matching Funds and/or In-Kind Funds	Dallas County population served (est #)

Type of Request: (indicate one) ☒ Capitol Base (the building of or physical improvement of something) ☐ Special Project

Project Focus Area: (indicate as many as apply to your project)			
Art/ Culture/ Humanities	<input type="checkbox"/>	Education	<input checked="" type="checkbox"/>
Public/Society Benefits	<input checked="" type="checkbox"/>	Environment/Animals	<input type="checkbox"/>
		Health	<input checked="" type="checkbox"/>
		Human Service	<input type="checkbox"/>

1. In no more than three sentences describe your organization.

The Dallas Center Parks and Recreation Board advises the City Council on needed facilities and events to provide parks, playgrounds, bike trails, and other community facilities for recreation to promote healthy living. It plans and oversees city programs and encourages other programs for the leisure time of the city's residents of all ages. (Paraphrased, Chapter 23, City Code of Ordinances).

2. In no more than three sentences describe the project for which you are requesting funds.

Our softball fields host teams from all over the area. They were built 34 years ago between 1983 and 1985, and have two major needs for updating: (a) the dugout roofs are decaying, leaking, and may disintegrate under a heavy wind/rain/snow event; and (b) the restrooms/concession stand needs siding, doors and door frames, and roof repair to keep water, mice, and insects away from the food service and restroom areas. We are requesting funds to help us address both of those needs.

Part II: Grant Application Form

1. There are three parts to this question. You have a page to write in detail about your project describing your:

- goals and objectives,
- the need, benefits and support for your project and
- the target population and numbers that will benefit from your project.

Goal: Encourage and support people seeking exercise and recreation in Dallas Center and throughout Dallas County.

Objective 1: Identify the costs of materials and staff time that will meet the design goals.

Objective 2: Renovate the facilities by May 30, 2018.

Objective 3: Protect the softball players with reliable and safe dugout roofs.

Objective 4: Provide safe and healthy meal and snack options to players and those who support them.

Location: The softball facilities are in the southwest corner of Dallas Center, southeast of the intersection of Kellogg Avenue and Linden Street.

The support for this project: The day-to-day softball facilities maintenance is provided by the Dallas Center Grimes Softball Association. The Association had 238 youth registered from Dallas Center last year, and hosted games and tournaments involving an estimated 1,239 youth and supporters from throughout Dallas County. In addition, many youth use the fields for practice and the grade 7-12 DCG softball teams use it for practice two weeks every spring.

The need for this project: The softball facilities were constructed between 1983 and 1985. The Association has had these upgrades on their "wish list" for several years. The Dallas Center Parks and Recreation Board is in charge of providing the facilities and doing major upgrades. However, we do not have the budget to do the significant upgrades that are now needed for the facilities while maintaining all of the other parks and facilities in the town. In the meantime, the need steadily grows for upgrades on this and other facilities.

The benefit of this project: The DCG Softball Association's website at <http://www.dallascentergrimessoftball.com/org/Schedule.html> shows the very active schedule of games at Dallas Center. However, it does not show all of the practice and pick-up games played at the facilities. The dugout roofs provide cover from the sun and sudden rains for both games and practices. The concession stand is only used during games, but the restrooms in the same facility are open to the players and their supporters throughout the season.

Target population and numbers who will benefit from this project:

On average 460 non-Dallas Center Association softball players ranging in age from 6 - 18 will participate in the 89 scheduled games at our facility. We estimate that 38% (175) of these players will be from Dallas County based on the origins of the teams. We also estimate that the typical participant will bring at least 2 parents, grandparents, or siblings to the games. This comes to a grand total of 238+175 youth and 826 adults from Dallas County per year. In addition, Dallas Center organized practice and pick-up teams frequently use the facilities, including the dugouts and the restrooms in the concession stand. Based on an "eyeball" count by the man who mows the facilities, we feel at least 48 non-scheduled youth each spend an additional 40 hours a summer (1,920 "kid-hours") on the fields in a typical year.

2. List other resources or partners assisting with your project, including funds applied for and/or secured.
(Matching funds or in-kind resources are required.)

The primary funding partner for this project is the City of Dallas Center, representing all of the citizens of Dallas Center. They are providing most of the labor and at least half of the anticipated material costs of renovating the structures.

We have been discussing the bid documents and plans with the DCG Softball Association Board. They were the group that approached us asking for help. We will work with that group to obtain some of the needed money, though they run on a tight budget. We will work with the concession stand vendors to assure healthy food options are available to the youth and adults using the fields, and to get counts of the numbers of types of food items sold.

3. How will you measure the impact of your project and if the goals and objectives were reached?

Attainment of Objective 1 will be measured by reviewing the final Dallas Center documents to see if the submitted time sheets and original budget expenditures were made.

Attainment of Objective 2 will be shown by renovations being completed to the City Inspector's satisfaction before May 30, 2018.

Attainment of Objective 3 will be demonstrated through copies and photos of dugout usage during a rain (if one occurs during a game) or by a general photo otherwise.

Attainment of Objective 4 will be shown by a photo of the concession stand open for business, with its menu of food items shown. We will also obtain a report from the concession vendor on the numbers of food options sold during a typical tournament to see if our desire to provide healthy options is being welcomed by the participants.

4. How do you propose recognizing Dallas County Foundation and/or Grow Greene County for assisting?
(Newspaper, Facebook, plaque, open house, ribbon cutting ceremony, etc., are some suggestions.)

We will do the following:

- 1) Provide a plaque acknowledging the Dallas County and/or Grow Greene County support to be affixed to the side of the concession stand where people waiting to be served will observe it.
- 2) Announce the receipt of the grant and then document progress toward the completion of the renovations on at least two Dallas Center Facebook pages and on the DCG Softball Association's website.
- 3) Thank the Dallas County and/or Grow Greene County organizations and the city work crew for their efforts to improve the softball facilities and invite the community to watch a few games using the city email and newsletter announcement systems.
- 4) Host an open house/ribbon cutting ceremony and seek to obtain coverage from local papers when the facility renovations are completed.

5. Using the sample budget provided in the grant instructions as a guide:

- Itemize the items required to complete the project and list their costs
- Show the source and amount of funds used to cover the costs
- Include the amount requested from the Dallas County Foundation as well as other funding

Organization Name: Dallas Center Parks and Recreation Board

Item	Task Costs	In-Kind Funds	Matching Funds	Requested Funds from DCF
Replace concession stand underlayment and shingles	\$ 4,200		\$2,800	\$ 1,400
Replace the lowest 4' of plywood completely around the concession stand; replace the siding, aluminum fascia and soffit (25 hr x 3 x \$34=)	\$ 5,050	\$ 2,550	\$ 835	\$1,665
Replace the two restroom doors and door frames (2 hr x 3 x \$34=)	\$ 1,004	\$ 204	\$ 270	\$ 530
Replace the dugout frames and roofing (8 dugouts) (56 hrs x 3 staff x \$34/hr=)	\$11,200	\$ 5,712	\$1,833	\$3,655
Contingent expenses, since this is a renovation of old construction that may present unforeseen problems due to hidden rot, corrosion or decay. (14 hrs x 3 x \$34=)	\$ 1,828	\$ 1,428	\$ 225	\$ 175
Purchase a suitable plaque for the project	\$ 160		\$ 160	
Total Cost of the Project	\$23,442	\$ 9,894	\$6,123	\$7,425

In Kind Details

City staff will do all construction work except for the roofing. Their average pay (with benefits included) is \$34 per hour.

We estimate that the total work will take about 2 1/2 weeks for the 3 staff (97 hrs x 3 x \$34=)

\$ 9,894

Matching Funds

Dallas Center City Council commitment made while approving this application, January 9, 2018

\$6,123

Totals	\$23,442	\$9,894	\$6,123	\$7,425
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Part III: Applicant Board Approval

Board Approval from applicant Organization:

We approve submission of this grant request and certify that the purpose of this request is charitable and that monies received from the Dallas County Foundation will be used solely for the project stated in this application.

Mary Werch

Signature of Board Chairman/Date

Printed name of Board Chairman

Part IV: Attachments Check List

Place attachments in the following order:

1. A copy of IRS Federal Income Tax exempt letter **OR** signed Letter of Intent to Act as the Fiscal Agent, only if applicant is not a 501(c) (3), (5) or (6) or 170(b).
2. A list of Board of Directors
3. Other items such as bids and estimates

The DCF grant committee reserves the right to request a copy of the Organizational Budget and Balance Sheet, a copy of the most recent audit, financial statement or tax return (IRS 990) of the requesting entity.

Part V: Submission of Grant

Please submit **One** original and **Seven** copies of the completed application. Simply staple the "Part I - Cover Page" to the front of the application, and do not put the applications in binders or folders. Submit to:

By mail:

Dallas County Foundation
Attn: Grant Committee
P.O. Box 46
Adel, IA. 50003

Drop Off

Lincoln Savings Bank
Attn: Tim Canney
805 Main Street
Adel, IA. 50003

or

Raccoon Valle Bank
Attn: Kelsey Hughes
1202 2nd St.
Perry, Iowa 50220

Application deadline is: 5:00 P.M., Thursday, February 1, 2018
Completed application must be received by February 1, 2018 deadline.

Funds will not be available until May of the grant year and must be used within a twelve month timeline. A post evaluation form **must be submitted within 12 months** of receiving DCF monies. The evaluation form can be found on our website: www.dallascountyfoundation.org.

2018-4

JETCO, INC.
CONTROLS DIVISION

Tuesday, December 19, 2017
To: Dallas Center, IA WWTP
Re: OmniSite OmniBeacon
Attn: Brian

Quote Number: 5320C

Per your request Jetco proposes to furnish the following equipment and services.

Item #1 Alarm Light/Dialer:

- (1) OmniSite OmniBeacon
- (1) 1-year Standard Service Contract with OmniSite
- (1) Float Switch with 40ft of cable

Price: \$ 1,850.00

Jetco shall provide the following services:

Jetco shall mount the OmniBeacon and install necessary power and signal wiring (Float) from existing control panel.

Programming, set-up and operator training on the OmniBeacon.

OmniSite Standard Service Contract pricing for the OmniBeacon:

As of the date on this proposal the contract pricing for the OmniSite Cellular and Web Site

Services:

1-year Standard Contract: \$ 144.00

2-year Standard Contract: \$ 264.00

3-year Standard Contract: \$ 360.00

Note: The first-year Standard Contract is included in the price above. After the first year, the City will be billed directly from OmniSite for the yearly contract that is selected by the City.

Notes:

1. Price **does not include** any materials not listed above
2. Price **does not include** any state or local sales taxes that may apply
3. Quotation valid for 60 days.

Sincerely,

Nick A. Hamann



Vice-President

515-967-5874

nhamann@jetcoelectric.com

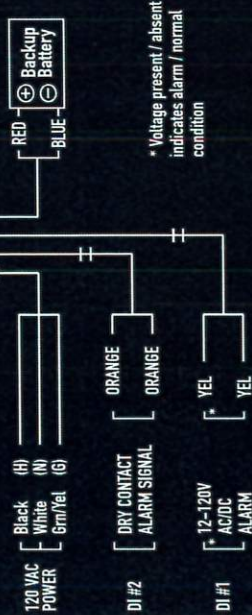
Accepted by: _____ Date: _____ Total Amount: \$ _____
Please sign and fax to Jetco, Inc. (515) 967-4110 Option No. (If Applicable): _____

Page 1 of 1

TECHNICAL SPECS

- Dual Input Alarm Channels: (1) 12VAC/VDC to 120VAC/VDC, opto-isolation. (1) Dry Contact input, dry contact triggers call out only - no siren or strobe activity (silent alarm)
- Backup Battery: External 6DVC Sealed Lead, 1.3 AH Re-chargeable
- Operating Temperature: -20 to 150 F
- Operating Humidity: 0-90% RH, non-condensing
- Alarm Light Bulb: Super bright LED cluster long-life
- Alarm Light Annunciator: 2.8kHz, 85dB
- Alarm Light State: Pulses LEDs and Annunciator at 3Hz when input #1 is in alarm*
- Cellular Radio: CDMA Dual Band 1xRTT (CDMA2000) 800/1900
- Certifications: FCC Parts 15, 22, 24; RoHS compliant; IC: RSS-132 & 133
- Antenna: Integrated, on board
- Input Power: 120VAC +/-20% @ 0.5A max, 12 VDC or Solar options
- Enclosure: NEMA 4 equivalent rating for direct mounting indoors or outdoors
- Dimensions: 5"W round base x 5" H
- Weight: 1lb
- Protection: US Patent #7,228,129 and #7,778,633

WIRING DETAIL



www.OmniSite.com
203 W. Morris St. Indianapolis, IN 46225
(317) 885-6330

OmniBeaconTM

ALARM LIGHT

WITH CELLULAR TRANSMITTER AND SIREN



SIMPLE AND EASY TO USE!
AVAILABLE WITH SOLAR POWER AND SECURITY CAGE!

**GET INSTANT NOTIFICATIONS
OF MACHINERY MALFUNCTIONS**



TEXT



EMAIL



VOICE

VIEWING EQUIPMENT STATUS



Multiple views to check your equipment's status, including an interactive mapping tool by Google Maps™

INSTANT REAL-TIME NOTIFICATIONS

If an alert is triggered receive notifications via:



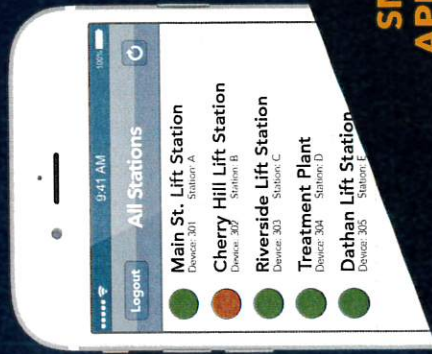
TEXT



VOICE



EMAIL



SMARTPHONE APPLICATIONS IPHONE™, ANDROID & WINDOWS



View the status with ANY web enabled smartphone. Check the status of your alarms and analyze your equipment at any time and anywhere!

OmniBeacon™ costs no more than an ordinary visual alarm light, but does so much more!

You focus on what you do best and let OmniSite deliver the alarms.

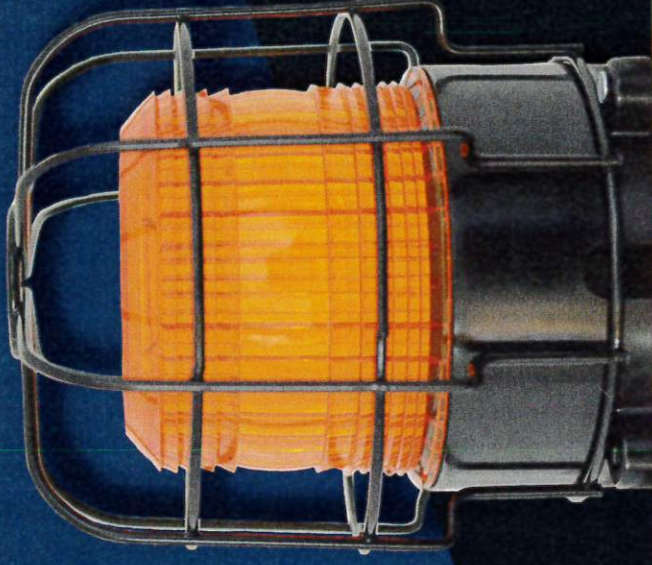
We have thousands of installations, and over 15 years of cellular and web based experience.

HOW OMNIBEACON™ WORKS

OmniSite relies on a combination of cellular telephone and web-based technology.

The OmniBeacon™ is installed at your equipment and sends a wireless signal to the local cellular tower. That signal is bounced to OmniSite's web interface, where customers can log on - any day, any time, from any computer, tablet or smartphone and see how the equipment is operating.

Because OmniSite engineers recognize today's fast-paced world and the need to be connected 24/7, our system was designed to notify via text message, email, or phone call. A "call out" list is setup online, so that when an alarm is triggered at your equipment, all necessary contacts are notified immediately.



OPTIONAL FEATURES

- Solar panel
- Security cage

Visit us Online at
www.OmniSite.com

RESOLUTION NO. 2018-2

RESOLUTION UPDATING AND ESTABLISHING POLICIES AND PROCEDURES FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS MAINTAINED BY THE CITY OF DALLAS CENTER, IOWA.

WHEREAS, Section 22.2(1) of the Code of Iowa provides that every person shall have the right to examine and copy a public record and to publish or otherwise disseminate a public record or the information contained in the public record; and

WHEREAS, Section 22.1(3)(a) of the Code of Iowa defines "public records" to include all records, documents, tape, or other information, stored or preserved in any medium of or belonging to a city; and

WHEREAS, Section 22.3 of the Code of Iowa provides that such examination and copying shall be done under the supervision of the lawful custodian of the records or the custodian's authorized deputy. This Section further provides that the lawful custodian may adopt and enforce reasonable rules regarding the examination and copying of the records and the protection of the records against damage or disorganization; that the lawful custodian shall provide a suitable place for such work, but if it is impractical to do such work in the office of the lawful custodian, the person desiring to examine or copy shall pay any necessary expenses of providing a place for such work; that all expenses of such work shall be paid by the person desiring to examine or copy; that the lawful custodian may charge a reasonable fee for the services of the lawful custodian or the custodian's authorized designee in supervising the examination and copying of the records during such work; that the lawful custodian shall provide any person a reasonable number of copies of any public record in the custody of the office upon the payment of a fee; that the fee for the copying service as determined by the lawful custodian shall not exceed the cost of providing the service; that actual costs shall include only those expenses directly attributable to supervising the examination of and making and providing copies of public records; and

WHEREAS, Section 22.7 of the Code of Iowa currently sets forth seventy-one (71) separate categories of public records which shall be kept confidential, unless otherwise ordered by a Court, by the lawful custodian of the records.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the City of Dallas Center, as the lawful custodian of public records of the City, hereby designates (a) the Fire Chief as the lawful custodian of fire records; (b) the Dallas County Sheriff as the lawful custodian of law enforcement records; and (c) the City Clerk as the lawful custodian of all other city records (with the Deputy City Clerk as the authorized custodian in the absence or unavailability of the City Clerk).

IT IS FURTHER RESOLVED that the following statement of policy with respect to public records is adopted:

It is the policy of the City of Dallas Center to meet all requests for information and documents within the constraints of Chapter 22 of the Iowa Code. The City of Dallas Center recognizes the right of the public to access public records maintained by the City in accordance with state law. The City also recognizes that certain records maintained by the City are not public records or may be exempt from public disclosure and that a request to access public records may require a balance of the right of the public to access the records, individual privacy rights, governmental interests, confidentiality issues, and privilege issues. Additionally, when the City responds to requests to inspect or copy records, costs are incurred by the City. This policy is adopted to balance these competing interests, to establish an orderly and consistent procedure for responding to public records requests and to support the establishment of equitable fees designed to reimburse the City and its taxpayers for the actual costs incurred in responding to public records requests. This policy is not intended to preclude verbal responses to routine requests for information.

IT IS FURTHER RESOLVED that:

1. Requests for records should be made to the lawful custodian of such records. Any request for access to public records maintained by the City of Dallas Center, with the exception of fire and law enforcement records, shall be referred to the City Clerk for review of the request.

2. Persons seeking public records maintained by the City of Dallas Center, Iowa, may examine such records at the Dallas Center City Hall between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday, except legal holidays, under the supervision of the City Clerk or Deputy City Clerk, providing such records are not required to be kept confidential under Section 22.7 of the Code of Iowa. The City Clerk is authorized to implement reasonable rules for the examination of public records, and to do all things reasonably necessary for the protection of public records against damage or disorganization, all in accord with Section 22.3 of the Code of Iowa. Persons seeking the City's law enforcement public records maintained by the Dallas County Sheriff should contact the Sheriff. Persons seeking the City's public fire records should contact the Fire Chief, who will arrange a time and place for the examination or copying of such records, and who is authorized to implement reasonable rules for the examination of public records in the same manner as the City Clerk.
3. In connection with a person's examination of paper public records, a person may photograph a public record or scan a public record to that person's personal scanning device, without charge.
4. After examination (or without an examination) persons seeking copies of public records are requested to specifically and clearly indicate which records are requested by completing the "Request for Copies of Public Records" Form (attached hereto as "Appendix A") and submitting the Form to the custodian. The purpose of the form is to allow the City to seek clarification of public records requests as the City is unable to provide a response if a request is vague or if the City cannot reasonably determine what records have been requested.
5. No original public records or documents can be removed from the premises at which they are stored. Persons requesting the inspection of public records may do so at a date and time during regular City business hours that is established by the custodian and in an on-premise room or space as arranged by the custodian.

6. All records requests that are responded to by electronic media (such as e-mailing to the recipient or downloading to a flash drive) shall be done in a manner to ensure the document may not be altered. In the event a document is in an electronic or digital format that may be altered by the recipient, then it shall not be delivered to the requesting party by electronic media.
7. The City will attempt to fulfill the request for records, but is not required by law to do research, analyze data, or create records in response to a request.
8. The custodian may consult with other City staff concerning requests for records that may include privileged or confidential records, such as medical records, personnel files, documents concerning litigation, documents containing personal identifiable information, documents related to library patrons, etc., which privileged or confidential information will be redacted before examination or copying. Any request for these types of records may be referred to the City Attorney for review and response as necessary.
9. The custodian, or other city staff designated by the custodian, shall make and deliver copies at the rate of 50 cents for each page. The same rate shall apply to documents scanned to email, transferred to the requestor's flash drive, or transmitted by facsimile to a non-long distance number. The costs shall be computed and paid in advance. City staff shall be afforded sufficient time to make and deliver said copies once documents have been identified and located, and considering the staff's other work responsibilities. City staff should not be expected to abandon or neglect their regular public duties to comply with record requests and thus need sufficient time to make and deliver any requested information.
10. If staff time in fulfilling a records request or supervising a records examination exceeds 15 minutes, an additional charge will be imposed equal to the employee's hourly rate calculated in one-fourth hour increments. This charge shall be assessed even though

a records examination does not result in the assessment of any charge.

11. Based on the scope of the request and estimated costs to fulfill the request, a deposit may be required as determined by the custodian of the records. If a deposit is required, no work will begin on the request until the deposit is received.
12. The requesting party shall receive the requested documents after all costs have been paid. No copies shall be released until full payment is received by the custodian.
13. The person seeking copies of public records is requested to complete and sign the "Request for Copies of Public Records" Form, which specifically contains the following language:

"Although the requested records are deemed to be 'public records' under Iowa law, you are hereby advised that your use of this information must comply with all local, state, and federal laws, including but not limited to laws relating to privacy, harassment, discrimination, debt collection, libel, slander, and tort. Misuse of such information by you in violation of the law is exclusively your responsibility. The City of Dallas Center, Iowa, hereby denies any and all responsibility for how the requested information is used by you. If any third party makes a claim against the City of Dallas Center, Iowa, for misuse of this information attributable to you, the City of Dallas Center, Iowa, shall pursue all available legal remedies against you. By signing this Request for Copies of Public Records you acknowledge you have read, understand, and agree to be bound by the provisions of the foregoing Notice to you."

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of January, 2018.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

Appendix "A" is attached hereto
and made a part hereof.

REQUEST FOR COPIES OF PUBLIC RECORDS
City of Dallas Center, Iowa

TO: The Record Custodian
Dallas Center, Iowa

The undersigned, pursuant to the provisions of Chapter 22 of the Code of Iowa, requests photocopies of the following public records (**please be as detailed as possible; include names, dates, subjects, meeting dates, resolution and ordinance numbers, project names, key words, etc.**) within the control of the City of Dallas Center, and which are not otherwise required by the City of Dallas Center to be kept confidential:

The cost of the copies will be paid for in advance. The cost is 50 cents for each copy. Copies will be made by the Clerk or other city staff designated by the Clerk, who shall be afforded sufficient time to make and deliver the copies once documents have been identified and located. City staff should not be expected to abandon or neglect their regular public duties to comply with record requests and thus need sufficient time to make and deliver any requested information. If the requested information potentially contains confidential or privileged information or is otherwise exempt from disclosure, additional time may be required for review and possible redacting of the material. All requests will be processed in accordance with applicable procedures and rules. **If a deposit is required, no work will begin on the request until the deposit is received.**

NOTICE TO REQUESTOR: Although the requested records are deemed to be "public records" under Iowa law, you are hereby advised that your use of this information must comply with all local, state, and federal laws, including but not limited to laws relating to privacy, harassment, discrimination, debt collection, libel, slander, and tort. Misuse of such information by you in violation of the law is exclusively your responsibility. The City of Dallas Center, Iowa, hereby denies any and all responsibility for how the requested information is used by you. If any third party makes a claim against the City of Dallas Center, Iowa, for misuse of this information attributable to you, the City of Dallas Center, Iowa, shall pursue all available legal remedies against you. By signing this Request for Copies of Public Records you acknowledge you have read, understand, and agree to be bound by the provisions of the foregoing Notice to you.

Dated this _____ day of _____, 20____.

REQUEST RECEIVED BY:

City Personnel

(requestor's signature)

Printed Name: _____

Printed Address : _____

Telephone No. _____

Fax No.: _____

Email: _____

**DETAILS OF REQUEST
For Office Use Only**

1. Request Received By: <input type="checkbox"/> In Person/Verbal <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail
2. Requesting: <input type="checkbox"/> Paper Copies <input type="checkbox"/> In-Person Examination <input type="checkbox"/> Other: _____
3. Request Submitted on: _____
4. Date Request Reviewed: _____
5. Date City Attorney's Opinion Sought (if applicable): _____

**EXAMINATION AND COPY FEES
For Office Use Only**

Copy Charges: _____ copies at \$0.50/page = \$ _____

Fax Charges _____ copies at \$0.50/page = \$ _____

Documents Scanned to Email _____ copies at \$0.50/page = \$ _____

Documents Downloaded to Flash Drive _____ copies at \$0.50/page = \$ _____

Staff Services for search and retrieval to fulfill request or
supervise records examination [Employee's hourly rate in
¼ hour increments If time involved exceeds 15 minutes]

Name of Employee _____ hours at \$ _____ = \$ _____

Name of Employee _____ hours at \$ _____ = \$ _____

Legal Services of City Attorney (if necessary) actual cost = \$ _____

Other _____ actual cost = \$ _____

Postage Charge actual cost = \$ _____
=====

TOTAL OF ALL FEES \$ _____

Less deposit received (if any) \$ _____

Balance: ☐ owed at pickup ☐ to be refunded \$ _____

Deposit Received on _____ (date and time)

Amount of Deposit \$ _____ received by _____

Final Payment Received on _____ by _____



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

January 4, 2018

Cindy Riesselman
City Clerk
City of Dallas Center
1502 Walnut Street
P.O. Box 396
Dallas Center, Iowa 50063-0396

CITY OF DALLAS CENTER, IOWA
SOUTHWEST STORMWATER DRAINAGE IMPROVEMENTS - PHASE 1
PAYMENT ESTIMATE NO. 13

Enclosed is a copy of Payment Estimate No. 13 for the contract between the City of Dallas Center and Progressive Structures, LLC for the Southwest Stormwater Drainage Improvements - Phase 1 project. Payment Estimate No. 13 is in the amount of \$16,519.83.

Although the partial payment estimate covers the period of time during the month of December 2017, the work items that are being paid in Payment Estimate No. 13 are earlier work items for which agreement on the payment quantities is now being addressed. There are a few minor items for which payment is provided, including the addition of a cap at the north end of the project. Payment Estimate No. 13 provides compensation for the rock used by Progressive Structures, LLC at various locations along Hatton Avenue in order to provide temporary traffic access during construction.

Payment Estimate No. 13 includes payment for Change Order No. 7. Change Order No. 7 provides compensation for a 12-inch CMP connection on the south side of the detention basin access road that was constructed in the spring of 2017.

Veenstra & Kimm, Inc. has reviewed Payment Estimate No. 13 and would recommend approval of the payment estimate in the amount of \$16,519.83.

Cindy Riesselman
January 4, 2018
Page 2

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read "H. R. Veenstra Jr.", written in a cursive style.

H. R. Veenstra Jr.

HRVJr:pjh

212158

Enclosure

cc: Ralph Brown – w/enclosure



VEENSTRA & KIMM, INC.

3000 Westown Parkway West Des Moines, Iowa 50266-1320
515-225-8000 515-225-7848(FAX) 800-241-8000(WATS)

Date: January 3, 2018

PAY ESTIMATE NO. 13

Project Title	Southwest Stormwater Drainage Improvements Phase 1 Dallas Center, Iowa		Contractor	Progressive Structures, LLC 24412 Hwy 13 Elkader, Iowa 52043	
Original Contract Amount & Date	\$2,300,835.00	November 23, 2016	Pay Period	November 30, 2017 to December 29, 2017	

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	Stormwater Basin Earthwork	LS	1	\$ 385,000.00	\$ 385,000.00	100%	\$ 385,000.00
2	Field Fence Replacement	LF	0	\$ 10.40	\$ -		\$ -
3	New Field Fence	LF	4,806	\$ 7.40	\$ 35,564.40	4,820	\$ 35,668.00
4	Chain Link Fence Remove and Replace	LF	105	\$ 21.70	\$ 2,278.50	164	\$ 3,558.80
5	New Gate	EA	2	\$ 975.00	\$ 1,950.00	2	\$ 1,950.00
6	6" Subdrain	LF	1,125	\$ 9.50	\$ 10,687.50	1,125	\$ 10,687.50
7	Drainable Base	TON	425	\$ 23.00	\$ 9,775.00	425	\$ 9,775.00
8	PCC Cunnette	SY	1,255	\$ 71.00	\$ 89,105.00	1,281	\$ 90,951.00
9	Connection to Existing Structure	EA	3	\$ 1,200.00	\$ 3,600.00	3	\$ 3,600.00
10	Connection to Existing 16" Tile	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00
11	Discharge Control Structure	EA	1	\$ 35,500.00	\$ 35,500.00	1	\$ 35,500.00
12	48" Storm Sewer	LF	2,330	\$ 140.00	\$ 326,200.00	2,330	\$ 326,200.00
13	42" Storm Sewer	LF	1,650	\$ 130.00	\$ 214,500.00	1,650	\$ 214,500.00
14	21" Storm Sewer	LF	1,538	\$ 48.00	\$ 73,824.00	1,538	\$ 73,824.00
15	15" Storm Sewer	LF	75	\$ 60.00	\$ 4,500.00	75	\$ 4,500.00
16	12" Storm Sewer	LF	100	\$ 52.00	\$ 5,200.00	100	\$ 5,200.00
17	15" DI Pipe	LF	25	\$ 146.00	\$ 3,650.00	25	\$ 3,650.00
18	12" DI Pipe	LF	60	\$ 125.00	\$ 7,500.00	60	\$ 7,500.00
19	10" DI Pipe	LF	60	\$ 115.00	\$ 6,900.00	60	\$ 6,900.00
20	18" HDPE Tile	LF	1,431	\$ 49.00	\$ 70,119.00	2,432	\$ 119,168.00
21	Remove 18" Culvert	LF	102	\$ 7.50	\$ 765.00	102	\$ 765.00
22	18" CMP Culvert Pipe	EA	242	\$ 40.00	\$ 9,680.00	112	\$ 4,480.00
23	Manhole SW-401 - 108"	EA	4	\$ 15,500.00	\$ 62,000.00	4	\$ 62,000.00
24	Manhole SW-401 - 84"	EA	9	\$ 9,800.00	\$ 88,200.00	9	\$ 88,200.00
25	Manhole SW-401 - 48"	EA	3	\$ 2,900.00	\$ 8,700.00	3	\$ 8,700.00
26	12" Flared End Section	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00
27	48" Flared End Section	EA	1	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00
28	Intake - SW-511	EA	1	\$ 2,700.00	\$ 2,700.00	1	\$ 2,700.00
29	Agricultural Drainage Inlet	EA	2	\$ 650.00	\$ 1,300.00	2	\$ 1,300.00
30	42" RCP Plug	EA	1	\$ 475.00	\$ 475.00		\$ -
31	Granular Surfacing	TON	2,190	\$ 26.00	\$ 56,940.00	2,330	\$ 60,580.00

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
32	Remove Pavement	SY	1,513	\$ 7.00	\$ 10,591.00	1,138	\$ 7,966.00
33	HMA Pavement - 7"	SY	850	\$ 73.00	\$ 62,050.00	466	\$ 34,018.00
34	PCC Pavement - 8"	SY	532	\$ 65.00	\$ 34,580.00	533	\$ 34,645.00
35	PCC Trail 7"	SY	81	\$ 63.00	\$ 5,103.00	103	\$ 6,489.00
36	PCC Sidewalk	SY	50	\$ 62.00	\$ 3,100.00	37	\$ 2,294.00
37	Erosion Control	LS	1	\$ 45,500.00	\$ 45,500.00	100%	\$ 45,500.00
38	Traffic Control	LS	1	\$ 7,900.00	\$ 7,900.00	100%	\$ 7,900.00
39	Stabilizing Material	TON	100	\$ 35.00	\$ 3,500.00	26.27	\$ 919.45
40	Rip Rap	TON	45	\$ 61.00	\$ 2,745.00	22.50	\$ 1,372.50
41	Relocate and Return Trees	LS	0	\$ 8,000.00	\$ -		\$ -
42	Lower Sanitary Service in Conflict	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
ALTERNATE A							
A.1	42" Storm Sewer	LF	72	\$ 185.00	\$ 13,320.00	72	\$ 13,320.00
A.2	24" Storm Sewer	LF	729	\$ 80.00	\$ 58,320.00	729	\$ 58,320.00
A.3	12" Storm Sewer	LF	86	\$ 67.00	\$ 5,762.00	86	\$ 5,762.00
A.4	Manhole SW-401 - 48"	EA	3	\$ 3,000.00	\$ 9,000.00	3	\$ 9,000.00
A.5	Manhole SW-401 - 108"	EA	0	\$ 16,000.00	\$ -		\$ -
A.6	Intake SW-503	EA	2	\$ 4,800.00	\$ 9,600.00	2	\$ 9,600.00
A.7	Intake SW-505	EA	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
A.8	Intake SW-512	EA	2	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00
A.9	Bioretention Intake #1	EA	1	\$ 6,300.00	\$ 6,300.00	1	\$ 6,300.00
A.10	Bioretention Intake #2	EA	1	\$ 6,300.00	\$ 6,300.00	1	\$ 6,300.00
A.11	Bioretention Intake #3	EA	1	\$ 6,300.00	\$ 6,300.00	1	\$ 6,300.00
A.12	Bioretention Intake #4	EA	1	\$ 6,300.00	\$ 6,300.00	1	\$ 6,300.00
A.13	PCC Pavement - 7"	SY	471	\$ 64.00	\$ 30,144.00	471	\$ 30,144.00
A.14	HMA Pavement - 8"	SY	140	\$ 82.00	\$ 11,480.00	140	\$ 11,471.80
A.15	PCC Sidewalk	SY	77	\$ 61.00	\$ 4,697.00	67	\$ 4,087.00
A.16	Truncated Domes	SF	8	\$ 35.00	\$ 280.00	16	\$ 560.00
A.17	Subbase Rock	TON	111	\$ 26.00	\$ 2,886.00	355	\$ 9,230.00
A.18	Class "A" Roadstone	TON	28	\$ 26.00	\$ 728.00	30	\$ 780.00
A.19	Erosion Control	LS	1	\$ 4,000.00	\$ 4,000.00	100%	\$ 4,000.00
A.20	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	100%	\$ 2,000.00
A.21	Clearing and Grubbing	LS	1	\$ 12,000.00	\$ 12,000.00	100%	\$ 12,000.00
A.22	24" Plug	EA	1	\$ 260.00	\$ 260.00		\$ -
ALTERNATE B							
B.1	24" Storm Sewer	LF	515	\$ 100.00	\$ 51,500.00	515	\$ 51,500.00
B.2	12" Storm Sewer	LF	51	\$ 52.00	\$ 2,652.00	51	\$ 2,652.00
B.3	Intake SW-501	EA	2	\$ 2,700.00	\$ 5,400.00	2	\$ 5,400.00
B.4	Manhole SW-401 - 48"	EA	3	\$ 3,100.00	\$ 9,300.00	3	\$ 9,300.00
B.5	PCC Pavement	SY	2126.70	\$ 75.00	\$ 159,502.50	2,096.0	\$ 157,200.00
B.6	PCC Sidewalk	SY	75	\$ 61.00	\$ 4,575.00	84.0	\$ 5,124.00
B.7	Truncated Domes	SF	56	\$ 35.00	\$ 1,960.00	72	\$ 2,520.00

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
B. 8	Subbase Rock	TON	160	\$ 26.00	\$ 4,160.00	336	\$ 8,736.00
B. 9	Class "A" Roadstone	TON	46	\$ 26.00	\$ 1,196.00	46	\$ 1,196.00
B. 10	Erosion Control	LS	1	\$ 3,000.00	\$ 3,000.00	100%	\$ 3,000.00
B. 11	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00	100%	\$ 1,500.00
B. 12	24" Plug	EA	1	\$ 260.00	\$ 260.00		\$ -
ALTERNATE C							
C. 1	24" Storm Sewer	LF	239	\$ 130.00	\$ 31,070.00	239	\$ 31,070.00
C. 2	18" Storm Sewer	LF	99	\$ 70.00	\$ 6,930.00	99	\$ 6,930.00
C. 3	12" Storm Sewer	LF	85	\$ 70.00	\$ 5,950.00	71	\$ 4,970.00
C. 4	Manhole SW-401 - 48"	EA	2	\$ 3,100.00	\$ 6,200.00	2	\$ 6,200.00
C. 5	Intake SW-501	EA	2	\$ 3,400.00	\$ 6,800.00	4	\$ 13,600.00
C. 6	Intake SW-511	EA	1	\$ 2,750.00	\$ 2,750.00		\$ -
C. 7	Bioretention Intake #5	EA	1	\$ 6,300.00	\$ 6,300.00		\$ -
C. 8	PCC Pavement	SY	313	\$ 63.00	\$ 19,719.00	336	\$ 21,168.00
C. 9	Sidewalk	SY	137	\$ 61.00	\$ 8,357.00	137	\$ 8,357.00
C. 10	Truncated Domes	SF	18	\$ 35.00	\$ 630.00	24	\$ 840.00
C. 11	Class "A" Roadstone	TON	22	\$ 26.00	\$ 572.00	22	\$ 572.00
C. 12	Erosion Control	LS	1	\$ 3,000.00	\$ 3,000.00	100%	\$ 3,000.00
C. 13	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	100%	\$ 1,000.00
C. 14	18" Plug	EA	1	\$ 240.00	\$ 240.00	1	\$ 240.00
Change order #1							
CO1.1	Manhole SW 401 - 60"	Ea	2	\$ 4,500.00	\$ 9,000.00	2	\$ 9,000.00
CO1.2	42" RCP Manufactured Bend	Ea	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
CO1.3	Manhole SW 401 - 84"	Ea	1	\$ 9,800.00	\$ 9,800.00	1	\$ 9,800.00
CO1.4	24" RCP Class IV Pipe	LF	72	\$ 65.00	\$ 4,680.00	74	\$ 4,810.00
CO1.5	6" Ductile Iron Pipe	LF	60	\$ 50.00	\$ 3,000.00	60	\$ 3,000.00
CO1.6	Remove Field Fence	LF	1050	\$ 3.00	\$ 3,150.00	1050	\$ 3,150.00
CO1.7	Lower 2" Water service	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
CO1.8	Repair 23" Tile line	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
Change Order #2							
CO2.1	PCC Pavement Removal	SY	252.22	\$ 7.00	\$ 1,765.54	252.22	\$ 1,765.54
CO2.2	8" HMA Transition	SY	45.56	\$ 82.00	\$ 3,735.92		\$ -
Change Order #3							
CO3.1	All Items		1	\$ 14,560.00	\$ 14,560.00	1	\$ 14,560.00
Change Order#4							
CO4.1	PCC Curb & Gutter	LF	442	\$ 49.90	\$ 22,055.80	536	\$ 26,746.40
CO4.2	8" HMA Alt C	SY	139	\$ 82.00	\$ 11,398.00		\$ -
Change Order No. 5							
CO5.1	7" HMA	SY	213	\$ 73.00	\$ 15,549.00	217	\$ 15,841.00
CO5.2	HMA Transitions	LF	120	\$ 25.00	\$ 3,000.00		\$ -
CO5.3	HMA Patches	SY	15	\$ 100.00	\$ 1,500.00	18	\$ 1,800.00
CO5.4	HMA Wedges	LF	270	\$ 25.00	\$ 6,750.00	359	\$ 8,975.00

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
	Change Order No. 6						
CO6.1	Cap Tile Lines	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00
	Change Order No. 7						
CO7.1	12" CMP	LS	1	\$ 2,840.00	\$ 2,840.00	1	\$ 2,840.00
	TOTAL CONTRACT						\$ 2,379,098.99

[illegible]

SUMMARY			
Contract Price			Value Completed
Original Contract Price		\$2,300,835.00	\$ 2,379,098.99
Approved Change Orders (list each)	No.1	\$ (11,316.00)	
	No. 2	\$ 21,001.71	
	No. 3	\$ 14,560.00	
	No. 4	\$ (6,006.20)	
	No. 5	\$ 2,290.48	
	No. 6	\$ 5,000.00	
	No. 7	\$ 2,840.00	
TOTAL ALL CHANGE ORDERS		\$ 18,239.51	\$ -
Revised Contract Price		\$ 2,319,074.51	\$ 2,379,098.99
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 2,379,098.99
Less Retained Percentage (5%)			\$ 118,954.95
Net Amount Due This Estimate			\$ 2,260,144.04
Less Estimate(s) Previously Approved	No.1	\$ 119,508.10	
	No.2	\$ 59,736.00	
	No.3	\$ 293,950.90	
	No.4	\$ 278,493.45	
	No.5	\$ 53,850.75	
	No.6	\$ 249,396.38	
	No. 7	\$ 142,225.45	
	No. 8	\$ 489,373.49	
	No. 9	\$ 251,763.37	
	No. 10	\$ 186,425.66	
	No. 11	\$ 79,902.89	
	No. 12	\$ 38,997.77	
Less Total Pay Estimates Previously Approved			\$ 2,243,624.21
Amount Due This Estimate			\$ 16,519.83

The amount \$ 16,519.83 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: Progressive Structures, LLC	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Dallas Center
Signature	Signature H. R. Veenstra Jr.	Signature
Title	Project Manager	Title
Date	Date	Date



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

January 4, 2018

Cindy Riesselman
City Clerk
City of Dallas Center
1502 Walnut Street
P.O. Box 396
Dallas Center, Iowa 50063-0396

CITY OF DALLAS CENTER, IOWA
SOUTHWEST STORMWATER DRAINAGE IMPROVEMENTS - PHASE 1
CHANGE ORDER NO. 7

Enclosed is a copy of Change Order No. 7 for the contract between the City of Dallas Center and Progressive Structures, LLC for the Southwest Stormwater Drainage Improvements - Phase 1 project.

Change Order No. 7 is to compensate the contractor for the installation of a 12-inch CMP pipe and flared end section. The pipe was added in Manhole 7 located on the detention basin access road approximately 500 feet east of R Avenue. At that location it was determined there was a small swale that was directing overland flow northerly. At that location the elevation of the access road is slightly higher than the adjoining ground to the south. The additional 12-inch CMP was added to intercept the overland flow and convey it through the storm sewer system to the detention basin. Without the additional CMP water would have a tendency to pond on the south side of the access road until it reached a depth that would flow over the access road. The 12-inch CMP was added to avoid the creation of a ponding area on the south side of the access road.

Compensation under the change order is for the connection of the new 12-inch pipe to the existing storm sewer manhole that had previously been installed at that location. The change order provides compensation for the installation of the 12-inch CMP and flared end section.

Progressive Structures, LLC originally requested compensation for this work item in early May 2017. Inadvertently, this item was not addressed at the time it arose even though there was agreement the 12-inch CMP was compensable under the contract. As part of the final agreement on contract quantities it was determined this item had not been addressed. Change Order No. 7 is to provide compensation for the 12-inch CMP that was previously agreed to during construction of the project.

Cindy Riesselman

January 4, 2018

Page 2

The writer would request the agenda for the January 9, 2018 City Council meeting include approval of Change Order No. 7.

The agenda will include approval of Payment Estimate No. 13. Payment Estimate No. 13 includes compensation for Change Order No. 7. In the event Progressive Structures, LLC does not return a signed copy of the change order prior to the City Council meeting it may be necessary to defer approval of the change order and to reduce the payment due under Payment Estimate No. 13 to exclude payment for Change Order No. 7.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "H. R. Veenstra Jr.", with a stylized flourish at the end.

H. R. Veenstra Jr.

HRVJr:pjh

212158

Enclosure

cc: Ralph Brown – w/enclosure



VEENSTRA & KIMM, INC.

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515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

January 4, 2018

CHANGE ORDER NO. 7

CITY OF DALLAS CENTER SOUTHWEST STORMWATER DRAINAGE IMPROVEMENTS - PHASE 1

This change order is to incorporate in the project the installation of a 12-inch CMP culvert at approximately Station 50+15. At Station 50+15 located on the detention basin access road approximately 500 feet of R Avenue a small drainage swale flows north toward the access road. To avoid the access road blocking the natural overland flowage to the northeast it was determined a 12-inch CMP culvert should be extended from the new storm sewer to intercept the runoff on the south side of the access road. This change order is to provide compensation for the installation of the 12-inch CMP and the connection to the manhole.

Change Order No. 7 makes the following modification to the contract.

<u>Item</u>	<u>Description</u>	<u>Price</u>
	Installation of 12" CMP connection to MH7 along access road to detention basin for the lump sum of	+ \$2,840
	TOTAL	+ \$2,840

Change Order No. 7 increases the contract price by \$2,840. The change order authorizes payment for this non-unit price item.

PROGRESSIVE STRUCTURES, LLC

By _____

Title _____

Date _____

VEENSTRA & KIMM, INC.

By _____

Title _____

Date _____

CITY OF DALLAS CENTER

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

January 4, 2018

Cindy Riesselman
City Clerk
City of Dallas Center
1502 Walnut Street
P.O. Box 396
Dallas Center, Iowa 50063-0396

**CITY OF DALLAS CENTER, IOWA
SOUTHWEST STORMWATER DRAINAGE IMPROVEMENTS - PHASE 1
PROJECT COMPLETION STATUS
UPDATED FINANCIAL PROJECTION**

By separate correspondence the writer has transmitted to the City of Dallas Center Payment Estimate No. 13 for the Southwest Stormwater Drainage Improvements - Phase 1 project. For the last several weeks Veenstra & Kimm, Inc. has been working with Progressive Structures, LLC to resolve outstanding issues regarding payment for work due on the contract.

As a result of additional information brought forth by Progressive Structures, LLC there are additional payment items that are now incorporated in Payment Estimate No. 13. The additional compensation falls into three basic categories. The first category are minor adjustments in the quantities of work based on agreement regarding the exact work that was completed. The second adjustment involves providing compensation to Progressive Structures, LLC for rock placed at various locations on Hatton Avenue during construction. There were several locations where Progressive Structures, LLC placed rock to maintain traffic during construction of the project. Under the contract this rock is compensable.

Third, during December 2017 it was discovered a 12-inch CMP that had been installed on the south side of the access road in the spring of 2017 had not been formally incorporated in the contract. That work is set forth in Change Order No. 7.

Processing the paperwork to formally incorporate the work in the contract was inadvertently overlooked at the time the work was completed.

Reaching agreement with Progressive Structures, LLC on the payment quantities for work has been a slow and challenging process. Progressive Structures, LLC has continued to provide additional information. Although it would have been preferable if Progressive Structures, LLC identified all of the outstanding payment issues in a single request that did not occur.

As of January 3, 2018 it appear agreement has been reached on most of the items for which compensation will be provided under the contract. There are still two or three items where Progressive Structures, LLC is not in agreement with the measured quantities of work. It is still possible there may be minor adjustments in some of the payment quantities. Those adjustments should not be significant and probably will amount to less than \$2,000 in total.

There are two major issues where Progressive Structures, LLC is arguing that it should be compensated for work or materials. Veenstra & Kimm, Inc. has determined that no additional compensation should be forthcoming for those two work items.

It now appears the final project cost will be approximately \$2,379,098.99. This is an increase of \$17,389.30 from the amount set forth in the writer's letter of December 6, 2017. The differences deal with the additional items of payment included in Payment Estimate No. 13.

The original contract amount for the project was \$2,300,835. As the writer indicated in the letter dated December 6, 2017, it was recommended the City anticipate a contingency allowance of \$50,000 to \$100,000 for changes during construction. This recommendation was based on the typical experience of change orders during construction amounting between 2% and 4% of the original contract cost.

Assuming there are no additional changes, the final contract amount will be approximately \$78,263.99 more than the original contract amount. This amounts to 3.4% of the original contract price. It now appears the final contract price will fall midway in the anticipated range of additional costs that are typical for this type of project.

Prior to the start of construction the City targeted a goal of keeping the total project cost below the \$3,000,000 level. With the additional work authorized in Payment Estimate No. 13, the projected final project cost is approximately \$2,982,400 and is still less than the target of \$3,000,000.

Cindy Riesselman
January 4, 2018
Page 3

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "H. R. Veenstra Jr.", with a stylized flourish at the end.

H. R. Veenstra Jr.

HRVJr:pjh
212158
cc: Ralph Brown



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

January 4, 2018

Travis Augustyn
Progressive Structures, LLC
24412 Highway 13
Elkader, Iowa 52043

DALLAS CENTER, IOWA
SOUTHWEST STORMWATER DRAINAGE IMPROVEMENTS – PHASE 1
OUTSTANDING CONTRACT ISSUES

With the City's agreement to approve Change Order No. 7 to the contract between the City of Dallas Center and Progressive Structures, LLC it now appears the outstanding items on the contract include reaching agreement on the final quantities for a small number of restoration items and two more significant items. These more significant items are the request by Progressive Structures, LLC to be paid for 32 feet of sidewalk removed and replaced during construction and the request for payment for the difference between the rock tickets and the estimated quantity of 1-inch clean rock bedding developed by Progressive Structures, LLC during the bidding phase of the project.

While the City of Dallas Center will continue discussions with Progressive Structures, LLC relative to the minor final quantity issues, this letter is to set forth the City of Dallas Center's position denying compensation for the two outstanding issues relative to the sidewalk and the 1-inch clean bedding rock.

The contract documents show the removal and replacement of sidewalk along the east side of Hatton Avenue immediately north of Sycamore Street. During construction of the project Progressive Structures, LLC damaged the sidewalk along the north side of Sycamore Street extending from Hatton Avenue easterly to the north south sidewalk.

From that point northerly a distance of 32 feet the sidewalk was inspected by the City after the area had been restored by Progressive Structures, LLC. The City was determined the sidewalk was in good condition. North of the 32 feet of good sidewalk was a reach of sidewalk that was removed during construction near the north end of the project.

During construction of the project, Brian Slaughter of the City of Dallas Center, Jim Wilson of Veenstra & Kimm, Inc. met with the field superintendent of Progressive Structures, LLC to mark the sidewalk removal limits on the east west sidewalk and the sidewalk on the east side of Hatton Avenue north. At that time it was clearly indicated to the field superintendent of Progressive Structures, LLC the 32-foot reach of sidewalk was in good condition and was not to be removed and replaced.

The sidewalk was left undisturbed for several days. It is the City's understanding after clear direction was provided to the field superintendent you ordered your field superintendent to remove and replace the sidewalk. It is understood the basis for the removal and replacement of this reach of sidewalk was shown in the contract to be removed.

The contract documents clearly provide the City of Dallas Center the discretion and authority to change or modify the project during construction of the project. The direction by the City to not remove and replace the non-damaged 32-foot reach of sidewalk is clearly within the authority and discretion of the City.

The information was clearly and concisely conveyed to the field superintendent at the time the removal limits were marked. The decision by Progressive Structures, LLC to subsequently remove and replace the sidewalk is in clear contravention of the direction that was provided. The City has determined it was within its authority under the contract to direct the 32 feet of sidewalk not be removed and replaced. Without seeking additional guidance or clarification regarding this direction, the decision by Progressive Structures, LLC to remove and replace the sidewalk would clearly be in contravention to the direction provided by the City and as such, the City has determined the compensation for the sidewalk is not compensable.

The second issue is the request by Progressive Structures, LLC for payment of the differential between the amount of 1-inch clean bedding rock purchased for the project and the theoretical amount of bedding rock calculated by Progressive Structures, LLC. Under the contract all bedding rock associated with the pipe installation is incidental to construction.

The contract documents provide if Progressive Structures, LLC encounters unstable soil conditions in the trench bottom the engineer can authorize the use of stabilizing material. Stabilizing material is a larger 2-inch gradation rock intended to provide a higher degree of support than available from the 1-inch bedding rock. The stabilizing material is to be used only when the soil conditions would not support the pipe without the additional stabilizing material.

It is also noted that under the contract dewatering the trench is incidental to construction. A wet bottom condition that might require additional rock would not be compensable unless Progressive Structures, LLC has undertaken the dewatering effort and it is determined the unsuitable conditions exist even with the dewatering completed by Progressive Structures, LLC.

The writer would note one of the reasons stabilizing material is specified as a different gradation rock than bedding rock is to avoid the very situation now proffered by Progressive Structures, LLC, when a single rock product is used for separate purposes. Even if stabilizing material is authorized, it is nearly impossible to determine the proper quantities of rock payment when the same rock is used for one compensable and one incidental use.

Progressive Structures, LLC has proffered the argument it used the 1-inch rock in lieu of the 2-inch stabilizing rock and the "inspector" authorized the additional rock. There is no evidence suggesting that unstable trench conditions were encountered or that Veenstra & Kimm, Inc.'s inspector authorized the use of stabilizing material. Veenstra & Kimm, Inc.'s construction records indicate in all of the areas where the trench bottom conditions along the sewer were noted in the daily reports the soil conditions were noted as good and not requiring additional stabilizing material.

The only basis for providing compensation for any additional rock associated with the pipe installation is for authorized stabilizing material. There is no evidence to date documenting Progressive Structures, LLC requested and received authorization for stabilizing material. If it were authorized Progressive Structures, LLC did not utilize the proper stabilizing material.

Absent Progressive Structures, LLC providing specific documentation indicating the location and thickness of stabilizing material that was authorized during construction there is no basis for compensation under the contract for the additional rock. The purchase of additional rock does not transition the incidental rock to compensable rock. Unless Progressive Structures, LLC can provide specific additional information on the location and nature of authorization and that information comports with the soil conditions reported during construction, no compensation for any 1-inch clean rock will be provided.

Travis Augustyn
January 4, 2018
Page 4

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "H. R. Veenstra Jr.", with a stylized flourish at the end.

H. R. Veenstra Jr.

HRVjr:pjh
212158

cc: Cindy Riesselman, City of Dallas Center
Ralph Brown, Brown, Fagen & Rouse



VEENSTRA & KIMM, INC.

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January 4, 2018

Cindy Riesselman
City Clerk
City of Dallas Center
1502 Walnut Street
P.O. Box 396
Dallas Center, Iowa 50063

**DALLAS CENTER, IOWA
WATER TREATMENT PLANT
PAYMENT ESTIMATE NO. 3 (FINAL)
CERTIFICATE OF COMPLETION**

Enclosed is a copy of Payment Estimate No. 3 (Final) for the 2017 Water Treatment Plant Improvement project. Jetco, Inc. has completed all of the work on the project with the exception of a few minor items. If necessary, the remaining items can be addressed as part of the maintenance responsibility under the contract.

Enclosed are two copies of the proposed Certificate of Completion. The Certificate of Completion shows the final contract amount to be \$126,383. The final contract amount is unchanged from the original contract amount.

Based on the current status of the project Veenstra & Kimm, Inc. would recommend the City of Dallas Center accept the 2017 Water Treatment Plant Improvement project as constructed by Jetco, Inc.

To move forward with acceptance of the project the following is recommended:

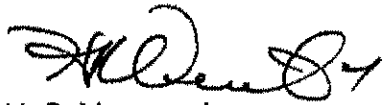
1. The City Council approve Payment Estimate No. 3 (Final). At the time of approval no payment is due Jetco, Inc. Payment Estimate No. 3 (Final) authorizes the City to pay the retainage in the amount of \$6,319.15. Payment will be made 31 days after the date of acceptance of the project. As set forth in Payment Estimate No. 3 (Final) the approval for the payment of the retainage is included in the approval of the payment estimate and no subsequent action to approve a payment estimate would be necessary.
2. Adopt a resolution accepting the project and authorizing the Mayor and City Clerk to sign the Certificate of Completion.

Cindy Riesselman
January 4, 2018
Page 2

3. After acceptance the Mayor and City Clerk should sign the Certificate of Completion. Please return one copy of the signed Certificate of Completion to Veenstra & Kimm, Inc.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "H. R. Veenstra Jr.", with a stylized flourish at the end.

H. R. Veenstra Jr.

HRVjr:pjh
212156
Enclosure
cc: Ralph Brown – w/enclosure

**VEENSTRA & KIMM, INC.**

3000 Westown Parkway West Des Moines, Iowa 50266-1320
515-225-8000 515-225-7848(FAX) 800-241-8000 (WATS)

Date: January 3, 2018**PAY ESTIMATE NO. 3 (FINAL)**

Project Title	2017 Water Treatment Plant Improvements Dallas Center, Iowa		Contractor	Jetco, Inc. 208 1st Ave. S. Altoona, IA 50006	
Original Contract Amount & Date	\$126,383.00	April 11, 2017	Pay Period	December 1, 2017 to December 31, 2017	

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	MCC and ATS	LS	1	\$ 43,363.00	\$ 43,363.00	1	\$ 43,363.00
2	Generator	LS	1	\$ 59,188.00	\$ 59,188.00	1	\$ 59,188.00
3	SCADA Improvements	LS	1	\$ 23,832.00	\$ 23,832.00	1	\$ 23,832.00
	TOTAL CONTRACT				\$ 126,383.00		\$ 126,383.00

[illegible]

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$126,383.00	\$ 126,383.00
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 126,383.00	\$ 126,383.00
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 126,383.00
Less Retained Percentage (5%)			\$ 6,319.15
Net Amount Due This Estimate			\$ 120,063.85
Less Estimate(s) Previously Approved	No.1	\$ 90,278.50	
	No.2	\$ 29,785.35	
	No.3		
	No.4		
	No.5		
	No.6		
	No. 7		
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved			\$ 120,063.85
		Amount Due This Estimate	\$ -

The amount \$ - is recommended for approval for payment in accordance with the terms of the contract. The retainage of \$ 6,319.15 is authorized for payment 30 days after acceptance.

Quantities Complete Submitted By: Jetco, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Dallas Center
Signature	Signature H. R. Veenstra Jr. Project Manager	Signature
Title	Title	Title
Date	Date	Date

CERTIFICATE OF COMPLETION

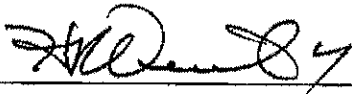
**2017 WATER TREATMENT PLANT IMPROVEMENTS
CITY OF DALLAS CENTER, IOWA**

We hereby certify that we have made an on-site review of the completed construction of the 2017 Water Treatment Plant Improvements project as performed by Jetco, Inc.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is One Hundred Twenty-six Thousand Three Hundred Eighty-three and 00/100 Dollars (\$126,383.00).

VEENSTRA & KIMM, INC.

Accepted: CITY OF DALLAS CENTER, IOWA

By 

By _____

Title President

Title _____

Date January 9, 2018

Date _____

RESOLUTION NO. 2018-5

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS DESCRIBED AS THE WATER PLANT UPDATE PHASE 1

WHEREAS, on the 11th day of April, 2017, the Mayor and Clerk of Dallas Center, Iowa, entered into a contract with Jetco, Inc., of Altoona, Iowa, for certain public improvements generally described as the Water Plant Update Phase 1; and

WHEREAS, said contractor has fully completed the public improvements in accordance with the terms and conditions of the contract and plans and specifications as shown by the Certificate of the Engineer as filed with the Clerk on January 4, 2018.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that said report of the Engineer be and the same is hereby approved and adopted; and said public improvements are hereby approved and accepted as having been fully completed in accordance with said plans, specifications and form of contract and the total final construction costs thereof is hereby determined to be \$126,383.00, as shown in said report of the Engineer; and the Mayor and Clerk are authorized to sign the Certificate of Completion.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of January, 2018.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2018-1

**A RESOLUTION VACATING A STORM SEWER AND OVERLAND FLOWAGE
EASEMENT ON OUTLOT Y OF LYN CREST ESTATES PLAT 2**

WHEREAS, by the adoption of Resolution No. 2015-27 on August 11, 2015, the Council approved the Final Plat of Lyn Crest Estates Plat 2, an Official Plat included in and forming a part of the City of Dallas Center, Iowa ("Plat 2"); and

WHEREAS, said Plat 2 included a certain 30-foot storm sewer and overland flowage easement in Outlot Y; and

WHEREAS, the Council on December 12, 2017, by Resolution 2017-52 approved the Final Plat of Lyn Crest Estates Plat 3, an Official Plat included in and forming a part of the City of Dallas Center, Iowa ("Plat 3"), which Plat included a 25-foot storm sewer and overland easement across the west ends of Lots 7, 8, and 9; and

WHEREAS, a Note to Plat 3 stated that the existing 30-foot easement would be vacated with the recordation of Plat 3, but separate action also is required by the City of Dallas Center to vacate the original easement shown on Plat 2; and

WHEREAS, the Council has reviewed the Vacation of Easement attached hereto as Exhibit "A", and the Vacation of Easement should be approved by the Council and filed with the Dallas County Recorder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Vacation of Easement attached hereto as Exhibit "A" is approved, and the City Clerk is directed to file it with the Dallas County Recorder.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of January, 2018.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

PREPARED BY

& RETURN TO: Ralph R. Brown, 502 15th St., Box 250, Dallas Center, IA 50063 (515) 992-3728

VACATION OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That THE CITY OF DALLAS CENTER, a municipal corporation situated in Dallas County, Iowa, **hereby vacates** that certain 30-foot storm sewer and overland flowage easement in Outlot Y of Lyn Crest Estates Plat 2, an Official Plat included in and forming a part of the City of Dallas Center, Iowa ("Plat 2"), which Plat 2 was filed in the office of the Dallas County Recorder in Book 2015 at Page 13291.

The vacated easement was replaced by a 25-foot storm sewer and overland flowage easement in the west ends of Lots 7, 8, and 9, in Lyn Crest Estates Plat 3, an Official Plat included in and forming a part of the City of Dallas Center, Iowa ("Plat 3"), which Plat 3 was filed in the office of the Dallas County Recorder in Book 2017 at Page 24341.

Plat 3 contained a Note that the "existing 30' storm sewer & overland flowage easement to be vacated with recordation of Plat", but this additional Vacation of the Easement by the City of Dallas Center, Iowa, is required.

Dated the 9th day of January, 2018.

CITY OF DALLAS CENTER

By _____
Michael A. Kidd, Mayor

By _____
Cindy Riesselman, City Clerk
P.O. Box 396
Dallas Center, Iowa 50063

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :

On this 9th day of January, A.D., 2018, before me, Ralph R. Brown, a Notary Public in and for the State of Iowa, personally appeared Michael A. Kidd and Cindy Riesselman, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation, by authority of its City Council, as contained in Resolution No. 2018-1 passed by the City Council on the 9th day of January, 2018; and Michael A. Kidd and Cindy Riesselman acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the municipal corporation, by it voluntarily executed.

Ralph R. Brown, Notary Public
in and for said State

ORDINANCE NO. 519

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, BY AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES TO REMOVE MOBILE HOME PARKS AS A PERMITTED USE IN THE C-2 ZONING DISTRICT AND REMOVING THE DEFINITION OF MOBILE HOME PARK

BE IT ENACTED by the City Council of the City of Dallas Center, Iowa, that:

SECTION 1. Section 165.03 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is amended by repealing and striking subsection 74 (definition of "Mobile home park").

SECTION 2. Section 165.38(2) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is amended by repealing and striking "Mobile home parks" as a permitted business and service establishment in the C-2 Highway/Auto-Oriented Business District.

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

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

SECTION 5. Effective. This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Passed by the City Council on the 9th day of January, 2018, and approved the 9th day of January, 2018.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk