

AGENDA
Dallas Center City Council
December 11, 2018 –7:00 pm – Legion Hall

PUBLIC HEARING – on proposal to dispose of and sell the vacated portion of Cherry Street west of 11th Street, subject to easements

1. Pledge of Allegiance
2. Roll call
3. Action to approve agenda
4. Action to approve consent agenda
 - a. Approve minutes of November 13th regular meeting and November 27th special meeting
 - b. November Treasurer's Report
 - c. November Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Approve invoices for payment (review committee Bagby and Pion)
 - e. Approve reappointment of Mark Hersch to the E911 Board
 - f. Approve reappointment of Mike Howell as an alternate to the E911 Board
 - g. Approve reappointment of Mark Hersch as the Mayor's alternate to the Dallas County Emergency Management Board
 - h. Accept Kathy Pantzar's resignation from the Park and Recreation Board, term expires December 31, 2019
5. 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.]
6. Action to approve Resolution 2018-54 – 701 Hickory Court agreement regarding waiver to easement restriction and related matters which has been signed by the property owner
7. Ammon Taylor with Waste Management – presentation on contract renewal
8. Action to approve Resolution 2018-55 – renewing Waste Management Recycling and Waste Agreement for the period April 1, 2019, to March 31, 2024
9. Park and Recreation Board – action to approve agreement with A King's Throne
10. Sale of city-owned property - Vacated Portion of Cherry Street
 - a. Action on Resolution 2018-56 – disposing of and selling the vacated portion of Cherry Street west of 11th Street, subject to easements, to Heartland Co-op
11. Lynn Crest Estates Plat 5
 - a. Engineer's Report
 - b. City Attorney's Report on required platting documents
 - c. Action on Resolution 2018-57 – accepting the Improvements in Lyn Crest Estates Plat 5
 - d. Action on Resolution 2018-58 – approving the Final Plat of Lyn Crest Estates Plat 5
12. Julie Becker – city clerk's decision to stop audio recording city council meetings
13. Local Option Sales Tax
 - a. Action to allocate 75% of the FY 2018-2019 LOST receipts and 75% of the FY 2019-2020 LOST receipts to a new swimming pool (construction of recreational facilities)
 - b. Action to establish LOST subaccounts for Property Tax Relief (25%) and Swimming Pool (75%)
14. Burnett Trust – action to allocate \$400,000 of the recreation fund to a new swimming pool
15. Public Works Report
16. Water Treatment Plant Backwash Improvements Project – Engineer's Report
17. Wastewater Treatment Plant – Engineer's Report

18. Fairview Drive Sanitary Sewer Extension - action on Resolution 2018-59 – Agreement for design and construction engineering services with Veenstra & Kimm
19. Engineer's Report – other matters
20. Action on Resolution 2018-60 – approving further revised 28E Agreement between the City and Dallas County to establish sewer rates (modifying County Building names and addresses)
21. Discussion and possible action on website
22. Discussion and possible action to update costs for copies of public records
23. Discussion and action on 2019 health and dental insurance renewal
24. Council reports
25. Mayor's report
 - a. Budget workshops
26. Adjournment

Cindy Riesselman, City Clerk

Claims

| | | |
|-------------------------------|------------------|-------------|
| Access Systems Leasing | Dec Lease | \$258.27 |
| Adel Tv & Appliance Co | Repairs | \$600.95 |
| Agsource Cooperative Svcs | Tests | \$548.50 |
| Ahlers & Cooney, Pc | Nov Serv | \$63.00 |
| Aztec | Website Renewal | \$108.00 |
| Baker & Taylor Co. | Books | \$937.84 |
| Bankers Trust | Go Interest | \$18,055.00 |
| Bankers Trust | Go Interest | \$38,077.50 |
| Mmit Business Solutions Group | Oct Serv | \$99.93 |
| Bay Bridge Administrators | Insurance | \$100.42 |
| Brown, Fagen & Rouse | Dec Serv | \$2,284.00 |
| Capital City Equipment Co | Repairs | \$62.62 |
| Central Salt, Llc | Salt | \$1,666.09 |
| Centurylink | Dec Serv | \$535.89 |
| Cintas Corporation | Nov Serv | \$124.88 |
| Cj Cooper & Associates | Dec Serv/Ann Fee | \$90.00 |
| Culligan Water System | Dec Serv | \$45.30 |
| Dallas County Treasurer | Dec Serv | \$16,970.48 |
| Delta Dental | Insurance | \$29.36 |
| Delta Dental | Insurance | \$462.08 |
| Digital Stew Services | Dec Serv | \$1,492.50 |
| Ed Leedom | Nov Serv | \$411.19 |
| Eftps | Taxes | \$3,327.33 |
| Eftps | Taxes | \$4,010.29 |
| Electronic Engineering | Supplies | \$10,639.63 |
| Frontier Technology, Llc | Nov Serv/Camera | \$5,249.00 |
| Gis Benefits | Insurance | \$39.88 |
| Gis Benefits | Insurance | \$28.52 |
| Heartland Co-Op | Nov Serv | \$961.34 |

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|------------------------------|-------------------|-------------|
| Hsa Cory, Rochelle | Hsa | \$100.00 |
| Hsa Riesselman, Cindy | Hsa | \$100.00 |
| Hsa Scrivner, April | Hsa | \$50.00 |
| Hsa Slaughter, Brian | Hsa | \$158.33 |
| Hsa Steele, Kathy | Hsa | \$100.00 |
| Interstate Indus. Instr | Repairs | \$176.96 |
| Iowa Finance Authority | Go Bond | \$770.00 |
| Iowa Finance Authority | Go Bond | \$306.25 |
| Iowa Finance Authority | Go Bond | \$8,400.00 |
| Iowa One Call | Oct Serv | \$53.10 |
| Ipers | Ipers | \$4,640.79 |
| Iron Mountain | Nov Serv | \$53.59 |
| J-W Tree Service | Trees | \$600.00 |
| Jetco Inc | Nov Serv | \$356.65 |
| Karen's Quality Cleaning | Nov Serv | \$475.00 |
| Kimball Midwest | Repairs | \$24.50 |
| Koch Office Group | Copies | \$190.19 |
| Leaf | Nov Serv | \$102.08 |
| Menards | Repairs | \$426.91 |
| Merrit Company | Supplies | \$168.70 |
| Midamerican Energy | Nov Serv | \$3,137.97 |
| Midamerican Energy | Oct Serv | \$1,268.67 |
| Midwest Breathing Air Llc | Qtrly Tests | \$182.40 |
| Moss Bros, Inc | Repairs | \$13.51 |
| Municipal Emergency Services | Supplies | -\$53.31 |
| Nationwide Retirement Sol | Deferred Comp | \$350.00 |
| Office Depot | Supplies | \$123.74 |
| Praxair Distribution | Nov Serv | \$29.36 |
| Treasurer - State Of Iowa | Taxes | \$778.18 |
| Treasurer - State Of Iowa | Taxes | \$1,905.49 |
| Sandry Fire Supply | Repairs | \$1,443.54 |
| Strauss Safe & Lock Co. | Jan Serv | \$110.85 |
| Usa Blue Book | Supplies | \$406.36 |
| Van Wall Equipment | Repairs | \$122.74 |
| Vanderpool Construction | Nov Serv | \$1,807.50 |
| Veenstra & Kimm | Oct Serv | \$26,323.06 |
| Verizon Wireless | Nov Serv | \$120.07 |
| Treasurer - State Of Iowa | Taxes | \$1,159.00 |
| Waste Management | Nov Serv | \$16,461.88 |
| Waste Solutions Of Ia | Nov Serv | \$95.40 |
| Wellmark Bcbs | Insurance | \$320.14 |
| Wellmark Bcbs | Insurance | \$6,053.36 |
| Wells Fargo | Training/Supplies | \$465.89 |

***** Report Total ***** \$187,158.64

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|----------------|-------------|
| General | \$93,952.53 |
| Rut | \$3,425.70 |
| T&A(Eb) | \$9,500.47 |
| Debt Service | \$56,438.75 |
| Water | \$16,137.14 |
| Sewer | \$7,605.77 |
| Storm District | \$98.28 |

| | |
|---------------|--------------|
| Total By Fund | \$187,158.64 |
|---------------|--------------|

Revenues

| | |
|-------------------------|--------------|
| General Total | \$103,731.86 |
| T&A (Pd) Benevolent | \$0.80 |
| T&A(Ft) Total | \$26,254.60 |
| T&A(Sc) Total | \$13.03 |
| Capital Improvement | \$83,134.54 |
| T&A(SI) Total | \$774.68 |
| Rut Total | \$18,196.46 |
| T&A(Eb) Total | \$9,027.32 |
| Emergency Levy Fund | \$906.12 |
| Local Option Sales Tax | \$24,725.68 |
| Tif Total | \$2,643.25 |
| Burnett Project Total | \$112.12 |
| T&A(Bc) Total | \$121.86 |
| T&A(Burnett Cap Improve | \$138.23 |
| T&A(Pd) Total | \$0.00 |
| Rec Trail Total | \$0.00 |
| Debt Service Total | \$12,540.70 |
| T&A(B) Total | \$15.66 |
| T&A(Y) Total | \$13.63 |
| Water Total | \$40,511.61 |
| Sewer Total | \$28,631.03 |
| Storm District Total | \$4,775.10 |

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| Total Revenue By Fund | \$356,268.28 |
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Mayor Kidd opened a public hearing November 13, 2018 at 7:00 pm as advertised for the purpose of hearing comments on amendment to the Zoning Code adding the sales and fabrication of cabinets as permitted uses in the C-1 Zoning District. He asked if we had received any written comments, there were none. He asked for oral comments, there being none he declared the hearing closed at 7:01 pm.

Mayor Kidd opened a public hearing November 13, 2018 at 7:01 pm as advertised for the purpose of hearing comments on the proposed vacation of a portion Cherry Street West of 11th Street. He asked if we had received any written comments, there were none. He asked for oral comments, there being none he declared the hearing closed at 7:02 pm.

Mayor Kidd opened a public hearing November 13, 2018 at 7:02 pm as advertised for the purpose of hearing comments on Plans and Specifications, Proposed Form of Contract and Estimate of Cost for construction of the Water Treatment Plant Backwash Improvements Project. He asked if we had received any written comments, there were none. He asked for oral comments, Julie Becker asked for clarification on this project, Veenstra gave her an explanation. Council explained the city has the money in the water fund and has budgeted for this project for the past several years. He declared the hearing closed at 7:06 pm.

The Dallas Center City Council met in regular session November 13, 2018 at 7:07 pm. Mayor Kidd called the meeting to order and led the pledge of allegiance. Council members present included David Bagby, Ryan Coon, Danny Beyer, Ryan Kluss and Curtis Pion.

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

Pion stated we received 188 hours of law enforcement above the contracted hours. Motion by Kluss, 2nd by Bagby to approve consent agenda [approve minutes of October 9th regular meeting and October 31st special meetings; October Treasurer's Report; October Law Enforcement, Fire/Rescue, Compliance and Water Reports; approve invoices for payment (review committee Kluss and Pion); approve Mayor's reappointment of Amy Jarnagin to the Parks and Recreation Board (term expires December 31, 2021); approve Mayor's reappointment of Bob King to the Parks and Recreation Board (term expires December 31, 2021); approve Mayor's reappointment of Mary Werch to the Parks and Recreation Board (term expires December 31, 2021); approve Council's appointment of Brett Van De Pol to fill CJ Lane's vacancy on the Board of Adjustment, term expires October 1, 2021.] Motion passed 5-0.

Public Communications and Concerns. Julie Becker stated her concerns. Bob Haxton had a question. Bob King reported on Healthy Hometown Initiative.

Robert Haxton - the Council agenda should list the name of the person being nominated to fill a city board or commission.

Tom Jorgensen with Greater Dallas County Development Alliance gave their annual report.

Adriana Jimenez with the Girl Scouts discussed the possibility of placing a pet blessing box in Dallas Center. Council is agreeable to moving forward and instructed her to work with the Park and Recreation Board to determine a site. Once approved by the Park and Recreation Board, she can proceed with the project.

Council reviewed proposed 701 Hickory Court agreement regarding waiver to easement restriction and related matters. Council had no changes to the agreement. Motion by Pion, 2nd by Beyer directing attorney to send the agreement to the property owner for signature. Motion passed 5-0.

Plan and Zoning Commission

Motion by Pion, 2nd by Kluss to approve Ordinance No. 527 – amending the Zoning Code to add sales and fabrication of cabinets as a permitted use in the C-1 Traditional Central Business District, first reading. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Kluss to waive the 2nd and 3rd readings of Ordinance 527, making it effective upon publication. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Bagby to approve Ordinance No 528 – providing for the vacation of a portion of Cherry Street West of 11th Street, first reading. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Bagby to waive the 2nd and 3rd readings of Ordinance 528, making it effective upon publication. Roll call all ayes, motion passed.

Vacated Portion of Cherry Street

Council had discussion on potential sale price and decided on \$20,000/acre (\$4,790.00 for this portion of property).

Motion by Kluss, 2nd by Coon to approve Resolution 2018-42 – proposing to dispose of and sell the vacated portion of Cherry Street west of 11th Street (subject to easements) and setting a public hearing thereon for 7 p.m. on December 11, 2018. Roll call all ayes, motion passed.

Slaughter gave the public works report.

7:44 pm Kluss stepped out briefly.

Southwest Stormwater Drainage Improvements – Phase 1

Veenstra gave the engineer's report – seeding and reseeding still needs to be completed, this will be completed with the maintenance bond.

Motion by Pion, 2nd by Beyer to approve Change Order No. 8 – Progressive Structures, LLC – increase of \$2,500. Motion passed 5-0.

Motion by Pion, 2nd by Kluss to approve Partial Payment Estimate No. 16 (including early retainage release request) – Progressive Structures, LLC - \$ 17,500. Motion passed 5-0.

Motion by Beyer, 2nd by Pion to approve Resolution 2018-43 – accepting the Southwest Stormwater Drainage Improvements – Phase 1. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Kluss authorizing the Mayor to sign the Certificate of Completion. Motion passed 5-0.

Water Treatment Plant Backwash Improvements Project

Veenstra gave the engineer's report

Motion by Coon, 2nd by Kluss to approve Resolution 2018-50 – adopting plans, specifications, form of contract and estimate of costs. Roll call all ayes, motion passed.

Motion by Bagby, 2nd by Coon to approve Resolution 2018-51 – making award of construction contract(s) in the amount of \$161,350.00 Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Kluss to approve Resolution 2018-52 – approving construction contract(s) and bond(s) [subject to approval of the City Attorney]. Roll call all ayes, motion passed.

\$900,000 Water Revenue Capital Loan Note, Series 2008 - Motion by Kluss, 2nd by Bagby to approve Resolution 2018-44 – approving and authorizing Amendment to Loan and Disbursement Agreement by and between the City of Dallas Center and the Iowa Finance Authority, and authorizing and providing for the reissuance of the \$900,000 Water Revenue Capital Loan Note, Series 2008, (reducing interest rate from 3.3% to 1.75%). Roll call all ayes, motion passed.

Motion by Pion, 2nd by Beyer to approve request to accept Pelds Engineering Company's proposal for a conceptual design on library remodel/addition in an amount not to exceed \$13,000 (which will require a budget amendment to the Burnett Library line). Motion passed 5-0.

Motion by Pion, 2nd by Coon to approve Ordinance No. 525 – amending Chapter 160 of the Code of Ordinances by modifying the reference to the Flood Insurance Rate Map, second reading. Roll call all ayes, motion passed.
Motion by Pion, 2nd by Beyer to waive the 3rd reading of Ordinance 525, making it effective upon publication. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Pion to approve Ordinance No. 526 - increasing the sewer rate charged by the city effective December 16, 2018, second reading. Roll call all ayes, motion passed. Motion by Beyer, 2nd by Kluss to waive the 3rd reading of Ordinance 526, making it effective upon publication. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Beyer to approve Resolution 2018-45 – approving the form of the amended Section 125 Cafeteria Plan (last approved by Resolution 2017-40). Roll call all ayes, motion passed.

Annual TIF Report

Council reviewed the annual report.

Motion by Kluss, 2nd by Bagby to approve Resolution 2018-46 – incurring TIF indebtedness. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Beyer to approve Resolution 2018-47 – authorizing reimbursement of TIF expenses from the TIF Fund to the General Fund. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Pion to establish TIF revenue request for FY 2019-2020. Motion passed 5-0

Motion by Beyer, 2nd by Coon to approve Resolution 2018-48 – approving 2018 annual report to the State of Iowa. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Pion to approve Resolution 2018-53 – approving Revised and Amended 28E Agreement between the City and Dallas County to establish sewer rates for County Facilities connected to the City's low pressure sewer system. Roll call all ayes, motion passed.

Mayor reported on the Economic Authority Walk Around on October 31st. Scott Gustafson discussed Economic Development and reported that the group is moving toward becoming a nonprofit. He also discussed the potential for possible private donations to help with the matching of the Downtown Development Grant.

Motion by Beyer, 2nd by Kluss to approve Resolution 2018-49 – approving FY 2019 budgeted fund transfers. Roll call all ayes, motion passed.

Financial update-Riesselman made council aware of the negotiated increase in interest rates (money market and cd rates) with the bank.

Council reports- Pion reported Trunk or Treat was a great success and thanked the Seasonal Fun Committee. He also stated that he represented the city for the Veteran's Day program at the high school. Pion also discussed the REAP Grant/Trailhead Phase 2, he will reach out to the Park and Recreation Board.

Mayor's report-reminder of budget strategy session-Tuesday, November 27th at 6:30 pm.

Meeting adjourned at 8:39 pm.

Cindy Riesselman, City Clerk

Claims

| | | |
|-------------------------|-----------|------------|
| Access Systems Leasing | Nov Lease | \$409.36 |
| Acco Unlimited Corp | Supplies | \$285.00 |
| Ventilation Services Of | Oct Serv | \$1,136.00 |

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|-----------------------------------|----------------------|-------------|
| Aetna Behavioral Health, Llc | Eap | \$25.20 |
| Agsource Cooperative Svcs | Tests | \$661.00 |
| Baker & Taylor Co. | Books | \$1,078.70 |
| Mmit Business Solutions Group | Nov Lease | \$99.93 |
| Bay Bridge Administrators | Insurance | \$100.42 |
| Brown, Fagen & Rouse | Nov Serv | \$2,272.00 |
| Capital City Equipment Co | Repairs | \$212.95 |
| Center Point Large Print | Books | \$75.31 |
| Centurylink | Nov Serv | \$532.37 |
| Centurylink | Oct Serv | \$30.63 |
| Dallas County Local Housing Trust | Local Housing Trust | \$1,734.00 |
| Cj Cooper & Associates | Oct Serv | \$35.00 |
| Occupational Health Centers | Oct Serv | \$88.00 |
| Core & Main | Repairs | \$714.72 |
| Crossroads Ag, Llc | Supplies | \$131.37 |
| Culligan Water System | Nov Serv | \$11.95 |
| Dallas Center Rotary | Dues | \$355.50 |
| Dallas County Treasurer | Nov Serv | \$16,970.48 |
| Data Technologies | Annual Fee | \$4,836.18 |
| Delta Dental | Insurance | \$29.36 |
| Delta Dental | Insurance | \$462.08 |
| Digital Stew Services | Oct Serv | \$79.50 |
| Iowa Department Of Natural Res | Permit | \$380.00 |
| Ed Leedom | Oct Serv | \$410.65 |
| Ed M Feld Equip. Co., Inc | Oct Serv | \$20.00 |
| Eftps | Fed/Fica Tax | \$3,416.10 |
| Eftps | Fed/Fica Tax | \$3,457.33 |
| Electronic Engineering | Supplies | \$778.30 |
| Gatehouse Media Iowa Holdings | Sept Serv | \$507.03 |
| Gis Benefits | Insurance | \$39.88 |
| Gis Benefits | Insurance | \$26.40 |
| Hawkeye Truck Equipment | Repairs | \$51.75 |
| Heartland Co-Op | Oct Serv | \$1,037.71 |
| Hotsy Cleaning Systems | Supplies | \$210.00 |
| Hsa Cory, Rochelle | Hsa | \$100.00 |
| Hsa Riesselman, Cindy | Hsa | \$100.00 |
| Hsa Scrivner, April | Hsa | \$50.00 |
| Hsa Slaughter, Brian | Hsa | \$158.33 |
| Hsa Steele, Kathy | Hsa | \$100.00 |
| Ieda Foundation | Oct Serv | \$300.00 |
| Iowa Native Trees & Shrubs | Trees | \$1,142.00 |
| Iowa One Call | Sept Serv | \$25.20 |
| Iowa Rural Water Assoiation | Dues | \$275.00 |
| Iowa Title Company | 204 15th St Abstract | \$1,200.00 |
| Ipers | Ipers | \$0.11 |
| Ipers | Ipers | \$4,846.49 |

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|--------------------------------|-------------------|-------------|
| Iron Mountain | Oct Serv | \$53.39 |
| J-W Tree Service | Trees | \$2,800.00 |
| Karen's Quality Cleaning | Oct Serv | \$475.00 |
| Kempker's True Value | Repairs | \$225.28 |
| Kimball Midwest | Supplies | \$323.30 |
| A King's Throne, Llc | Aug Serv | \$281.25 |
| Leaf | Copier | \$102.08 |
| Mahon Trucking Llc | Trucking | \$180.00 |
| Mercy College Health Sciences | Training | \$10.00 |
| Menards | Repairs | \$428.54 |
| Micromarking Llc | Audio Books | \$59.99 |
| Midamerican Energy | Oct Serv | \$4,370.59 |
| Moss Bros, Inc | Repairs | \$50.83 |
| Municipal Emergency Services | Supplies | \$53.31 |
| Municipal Supply Inc | Supplies | \$276.30 |
| Napa Auto Parts | Repairs | \$1,238.31 |
| Nationwide Retirement Sol | Deferred Comp | \$200.00 |
| Northway Well And Pump | Repairs | \$5,840.00 |
| O'halloran International, Inc. | Repairs | \$3,645.85 |
| Office Depot | Supplies | \$95.76 |
| Otis Elevator Company | Annual Serv | \$1,521.22 |
| Perennial Gardens, Inc | Trees | \$1,120.00 |
| Petty Cash-City | Training | \$20.00 |
| Praxair Distribution | Oct Serv | \$28.45 |
| Progressive Structures, Llc | Sw Stormwater | \$17,500.00 |
| Quick Oil Co | Supplies | \$383.21 |
| Rhinehart Excavating, Inc | Supplies | \$848.31 |
| Cindy Riesselman | Training | \$94.83 |
| Treasurer - State Of Iowa | Sales Tax | \$814.63 |
| Treasurer - State Of Iowa | Wet Tax | \$1,951.05 |
| April Scrivner | Training | \$32.70 |
| Smith Tire | Repairs | \$104.94 |
| South Dallas County Landfill | Annual Fee | \$2,195.00 |
| Sprayer Specialties, Inc | Repairs | \$399.64 |
| State Library Of Iowa | Supplies | \$138.20 |
| State Of Iowa Elevator Safety | Annual Inspection | \$175.00 |
| Kathy Steele | Training | \$21.90 |
| Storey Kenworthy/Matt Parrott | Supplies | \$1,150.44 |
| Strauss Safe & Lock Co. | Oct Serv | \$102.50 |
| Trugreen And Action Pest Cntrl | Oct Serv | \$3,801.50 |
| Unplugged Wireless | Repairs | \$468.00 |
| Veenstra & Kimm | Oct Serv | \$2,244.45 |
| Verizon Wireless | Oct Serv | \$120.11 |
| Treasurer - State Of Iowa | Taxes | \$1,213.00 |
| Wageworks, Inc | Annual Fee | \$485.00 |
| Waste Management | Oct Serv | \$16,400.54 |

| | | |
|--------------------------|------------|--------------|
| Waste Solutions Of Ia | Oct Serv | \$222.60 |
| Wellmark Bcbs | Insurance | \$320.14 |
| Wellmark Bcbs | Insurance | \$6,053.36 |
| Wells Fargo | Books/Dvds | \$809.29 |
| Ziegler Inc | Supplies | \$103.92 |
| ***** Report Total ***** | | \$132,446.38 |

| | |
|----------------|--------------|
| General | \$76,178.01 |
| Rut | \$1,995.17 |
| T&A(Eb) | \$9,516.14 |
| Water | \$17,541.00 |
| Sewer | \$7,767.34 |
| Storm District | \$19,448.72 |
| Total By Fund | \$132,446.38 |

Revenues

| | |
|--------------------------------|--------------|
| General Total | \$317,781.41 |
| T&A (Pd) Benevolent Total | \$0.77 |
| T&A(Ft) Total | \$27.73 |
| T&A(Sc) Total | \$12.47 |
| Capital Improvement Total | \$45.00 |
| T&A(SI) Total | \$77.32 |
| Rut Total | \$14,547.69 |
| T&A(Eb) Total | \$83,316.52 |
| Emergency Levy Fund Total | \$8,437.98 |
| Local Option Sales Tax Total | \$24,009.38 |
| Tif Total | \$23,399.68 |
| Burnett Project Total | \$1,045.40 |
| T&A(Bc) Total | \$1,054.72 |
| T&A(Burnett Cap Improve) Total | \$1,070.39 |
| Debt Service Total | \$78,894.22 |
| T&A(B) Total | \$14.98 |
| T&A(Y) Total | \$13.04 |
| Water Total | \$38,752.38 |
| Sewer Total | \$27,087.80 |
| Storm District Total | \$4,732.00 |
| Total Revenue By Fund | \$624,320.88 |

The Dallas Center City Council met in special session November 27, 2018 at 6:30 pm. Mayor Kidd called the meeting to order. Council members present included David Bagby, Ryan Coon, Danny Beyer, Ryan Kluss and Curtis Pion.

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

Council conducted a budget strategy session, no action was taken.

Meeting adjourned at 7:32 pm.

Cindy Riesselman, City Clerk

TREASURER'S REPORT
CALENDAR 11/2018, FISCAL 5/2019

| FUND | | LAST REPORT ON HAND | REVENUES | EXPENSES | CHANGE IN LIABILITY | ENDING BALANCE |
|--------------|--------------------------|------------------------|------------|------------|------------------------|-------------------|
| 001 | GENERAL | 1,005,812.34 | 103,731.86 | 184,280.63 | .00 | 925,263.57 |
| 011 | T&A (PD) BENEVOLENT | 759.17 | .80 | .00 | .00 | 759.97 |
| 015 | T&A(FT) | 227,481.08 | 26,254.60 | .00 | .00 | 253,735.68 |
| 021 | T&A(SC) | 12,360.41 | 13.03 | .00 | .00 | 12,373.44 |
| 029 | CAPITAL IMPROVEMENT | 254,591.64 | 83,134.54 | .00 | .00 | 337,726.18 |
| 041 | T&A(SL) | 17,260.96 | 774.68 | .00 | .00 | 18,035.64 |
| 110 | RUT | 220,550.42 | 18,196.46 | 5,347.17 | .00 | 233,399.71 |
| 112 | T&A(EB) | 77,723.60 | 9,027.32 | 13,061.76 | .00 | 73,689.16 |
| 119 | EMERGENCY LEVY FUND | 10,219.51 | 906.12 | 10,219.51 | .00 | 906.12 |
| 121 | LOCAL OPTION SALES TAX | 71,909.56 | 24,725.68 | .00 | .00 | 96,635.24 |
| 125 | TIF | 44,834.01 | 2,643.25 | 40,605.79 | .00 | 6,871.47 |
| 166 | T&A(REC PROGRAM) REV | .00 | .00 | .00 | .00 | .00 |
| 167 | BURNETT PROJECT | 606,334.19 | 112.12 | .00 | .00 | 606,446.31 |
| 168 | T&A(BC) | 743,572.28 | 121.86 | .00 | .00 | 743,694.14 |
| 169 | T&A(BURNETT CAP IMPROVE) | 631,101.81 | 138.23 | .00 | .00 | 631,240.04 |
| 177 | T&A(PD) | .00 | .00 | .00 | .00 | .00 |
| 180 | REC TRAIL | .00 | .00 | .00 | .00 | .00 |
| 200 | DEBT SERVICE | 131,673.93 | 12,540.70 | .00 | .00 | 144,214.63 |
| 501 | T&A(B) | 14,848.74 | 15.66 | .00 | .00 | 14,864.40 |
| 502 | T&A(Y) | 12,922.94 | 13.63 | .00 | .00 | 12,936.57 |
| 600 | WATER | 550,419.06 | 40,511.61 | 27,268.77 | .00 | 563,661.90 |
| 610 | SEWER | 860,974.77 | 28,631.03 | 19,035.54 | .00 | 870,570.26 |
| 740 | STORM DISTRICT | 211,926.58 | 4,775.10 | 19,449.00 | .00 | 197,252.68 |
| Report Total | | 5,707,277.00 | 356,268.28 | 319,268.17 | .00 | 5,744,277.11 |

BALANCE SHEET

CALENDAR 11/2018, FISCAL 5/2019

| ACCOUNT NUMBER | ACCOUNT TITLE | MTD BALANCE | YTD BALANCE |
|----------------|--------------------------------|----------------|----------------|
| 001-000-1110 | CHECKING-GENERAL | 23,081.00- | 13,620.97 |
| 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) | .00 | .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) | 756.48 | 756.48 |
| 110-000-1110 | CHECKING-RUT | 14,932.62 | 14,932.62 |
| 110-000-1111 | CHECKING-DEPR RUT EQUIP | .00 | .00 |
| 110-000-1112 | CHECKING-SIDEWALK PROJ | .00 | .00 |
| 112-000-1110 | CHECKING-T&A(EB) | .00 | .00 |
| 119-000-1110 | CHECKING-EMERG LEVY | 906.12 | 906.12 |
| 121-000-1110 | CHECKING-LOST | 24,649.86 | 24,649.86 |
| 125-000-1110 | CHECKING-TIF | 2,638.79 | 2,638.79 |
| 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 | .00 | .00 |
| 200-000-1110 | CHECKING-DEBT SERVICE | 56,438.75 | 56,438.75 |
| 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 | 17,690.05 | 30,446.44 |
| 600-000-1111 | CHECKING-WATER SINKING | 8,400.00 | 8,400.00 |
| 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 | 16,495.11 | 29,230.61 |
| 610-000-1111 | CHECKING-SEWER SINKING | 770.00 | 770.00 |
| 610-000-1112 | CHECKING-SEWER RESERVE | .00 | .00 |
| 610-000-1113 | CHECKING-SEWER IMPROVEMENT | .00 | .00 |
| 740-000-1110 | CHECKING-STORM DISTRICT | 6,303.97- | 60.28- |
| | CHECKING TOTAL | 114,292.81 | 182,730.36 |
| 001-000-1120 | PETTY CASH | .00 | 100.00 |
| | PETTY CASH TOTAL | .00 | 100.00 |
| 001-000-1160 | SAVINGS-GENERAL | 57,467.77- | 611,542.60 |
| 011-000-1160 | SAVINGS-T&A(PD) BENEVOLENT | .80 | 759.97 |
| 015-000-1160 | SAVINGS-T&A(FT) | 26,254.60 | 53,735.68 |
| 021-000-1160 | SAVINGS-T&A(SC) | 13.03 | 12,373.44 |

BALANCE SHEET

CALENDAR 11/2018, FISCAL 5/2019

| ACCOUNT NUMBER | ACCOUNT TITLE | MTD BALANCE | YTD BALANCE |
|----------------|-------------------------------|----------------|----------------|
| 029-000-1160 | SAVINGS-DEPR POLICE | 10,017.05 | 16,191.99 |
| 029-000-1161 | SAVINGS-DEPR NON RUT EQUIP | 27,030.93 | 29,360.67 |
| 029-000-1162 | SAVINGS-DEPR PARK | 1,008.87 | 8,417.63 |
| 029-000-1163 | SAVINGS-DEPR SWIM POOL | 25,056.27 | 53,424.22 |
| 029-000-1164 | SAVINGS-DEPR P/W BLDG | 20,021.42 | 20,331.67 |
| 041-000-1160 | SAVINGS-T&A(SL) | 18.20 | 17,279.16 |
| 110-000-1160 | SAVINGS-RUT | 27,083.33- | 119,286.26 |
| 110-000-1161 | SAVINGS-DEPR RUT EQUIP | 25,000.00 | 29,180.83 |
| 110-000-1162 | SAVINGS-SIDEWALK PROJ | .00 | .00 |
| 112-000-1160 | SAVINGS-T&A(EB) | 4,034.44- | 73,689.16 |
| 119-000-1160 | SAVINGS-EMERG LEVY | 10,219.51- | .00 |
| 121-000-1160 | SAVINGS-LOST | 75.82 | 71,985.38 |
| 125-000-1160 | SAVINGS-TIF | 40,601.33- | 4,232.68 |
| 166-000-1160 | SAVINGS-T&A(REC PROGRAM) | .00 | .00 |
| 167-000-1160 | SAVINGS-T&A(BURNETT REC) | 112.12 | 106,446.31 |
| 168-000-1160 | SAVINGS-T&A(BURNETT LIBRARY) | 121.86 | 115,694.14 |
| 169-000-1160 | SAVINGS-T&A(BURNETT CAP IMP) | 138.23 | 131,240.04 |
| 177-000-1160 | SAVINGS-T&A(PD)FORFEITURE | .00 | .00 |
| 180-000-1160 | SAVINGS-REC TRAIL | .00 | .00 |
| 200-000-1160 | SAVINGS-DEBT SERV | 43,898.05- | 87,775.88 |
| 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) | 15.66 | 14,864.40 |
| 502-000-1160 | SAVINGS-T&A(Y) | 13.63 | 12,936.57 |
| 600-000-1160 | SAVINGS-WATER | 9,241.66- | 423,263.87 |
| 600-000-1161 | SAVINGS-WATER SINKING | 3,605.55- | 24,810.03 |
| 600-000-1162 | SAVINGS-T&A(M) | .00 | 4,053.88 |
| 600-000-1163 | SAVINGS-WATER IMPROVEMENT | .00 | 10,487.68 |
| 600-000-1164 | SAVINGS-WATER RESERVE | .00 | 62,200.00 |
| 610-000-1160 | SAVINGS-SEWER | 10,614.95- | 414,196.25 |
| 610-000-1161 | SAVINGS-SEWER SINKING | 2,945.33 | 29,794.81 |
| 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 | 8,369.93- | 197,312.96 |
| SAVINGS TOTAL | | 77,292.70- | 2,853,446.75 |
| 001-000-1170 | CD-GENERAL | .00 | 300,000.00 |
| 001-000-1171 | CD-GENERAL | .00 | .00 |
| 015-000-1170 | CD-T&A (FT) | .00 | 200,000.00 |
| 021-000-1170 | CD-T&A (SC) | .00 | .00 |
| 029-000-1170 | CD-DEPR POLICE | .00 | 50,000.00 |
| 029-000-1171 | CD-DEPR NON RUT EQUIP | .00 | 40,000.00 |
| 029-000-1172 | CD-DEPR PARK | .00 | .00 |
| 029-000-1173 | CD-DEPR SWIM POOL | .00 | 40,000.00 |
| 029-000-1174 | CD-DEPR P/W BLDG | .00 | 80,000.00 |
| 110-000-1170 | CD-RUT | .00 | .00 |
| 110-000-1171 | CD-DEPR RUT EQUIP | .00 | 70,000.00 |
| 167-000-1170 | CD-BC RECREATION | .00 | 500,000.00 |
| 168-000-1170 | CD-BC LIBRARY | .00 | 628,000.00 |

BALANCE SHEET
CALENDAR 11/2018, FISCAL 5/2019

| ACCOUNT NUMBER | ACCOUNT TITLE | MTD BALANCE | YTD BALANCE |
|----------------|-------------------|----------------|----------------|
| 169-000-1170 | CD-BC CAP IMPROVE | .00 | 500,000.00 |
| 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 | .00 | 300,000.00 |
| | | ----- | ----- |
| | CD'S TOTAL | .00 | 2,708,000.00 |
| | | | |
| | | ===== | ===== |
| | TOTAL CASH | 37,000.11 | 5,744,277.11 |
| | | ===== | ===== |

NOVEMBER 2018 CODE ENFORCEMENT REPORT

DALLAS CENTER

| CASE # | ADDRESS | VIOLATION | DATE OF VIOLATION | REINSPECT DATE | COMMENTS | COMPLIED |
|----------|--------------------|-----------------------------|-------------------|---|---|------------|
| | | BEGIN 2016 | | | | |
| | | BEGIN 2017 | | | | |
| 2017-051 | 1600 Linden | Property Maintenance | 5/24/2017 | 7/26/2017 10/11/17 12/6/17 1/26/18 5/2/18 8/8/18 12/20/18 | Advisory / Will have financing in October 11/1/17 Certified 1/3/18 FINAL NOTICE-- 1-17-18 New contractor will finish in spring 6/20/18 reminder 11/6/18 REMINDER | |
| | | BEGIN 2018 | | | | |
| 2018-035 | 500 Blk of Kellogg | Junk&Vehicle&Bldg Complaint | 4/4/2018 | 6/30/2018 Junk 12/31/18 Bldg | Advisory//5-8-18 Council gave extensions | |
| 2018-117 | 1602 Linden | Junk | 8/21/2018 | 11/1/18 | Card/ 10/17/18 Advisory | 11/13/2018 |
| 2018-132 | 400-13 | Vehicle | 10/10/2018 | 10/16/2018 11/1/18 | Card/ 10/17/18 Advisory | 11/13/2018 |
| 2018-135 | 1706 Linden | Junk R.O.W. | 10/10/2018 | 10/16/2018 | M | 11/13/2018 |
| 2018-136 | 604-14 | Junk Driveway | 10/10/2018 | 10/16/2018 | M | 11/20/2018 |
| 2018-139 | 1302 Sycamore | Vehicle | 10/23/2018 | 11/8/2018 | Advisory | 11/13/2018 |
| 2018-141 | 1200 Ash | Junk | 10/29/2018 | 11/5/2018 12/11/18 | Advisory | |

| | | | | | | |
|----------|--------------|-------------|------------|------------------------|----------------------|------------|
| 2018-142 | 300 Percival | R.O.W. Junk | 10/29/2018 | 11/5/2018 12/11/18 | Advisory | |
| 2018-143 | 1607 Laurel | F.Y.P. | 10/29/2018 | 11/5/2018 11/22/18 | Flyer/ Advisory | 11/20/2018 |
| 2018-144 | 402 Hatton | Junk | 11/6/2018 | 11/13/2018 | M | 11/13/2018 |
| 2018-145 | 104-14 | Vehicle | 11/6/2018 | 11/28/2018 | M/-11/13/18 Advisory | 11/20/2018 |
| 2018-146 | 1503 Walnut | Junk | 11/13/2018 | 11/20/2018 12/5/18 | M/ Advisory | 11/27/2018 |
| 2018-147 | 1704 Cherry | Junk | 11/13/2018 | 11/20/2018 | M | 11/20/2018 |
| 2018-148 | 1102 Walnut | Junk | 11/13/2018 | 11/20/2018 | M | 11/20/2018 |
| 2018-149 | 602 Vine | Junk | 11/13/2018 | 11/20/2018 12/11/18 | M/Advisory | |
| 2018-150 | 1501 Linden | Junk | 11/13/2018 | 12/5/2018 | Advisory | |
| 2018-151 | 1007 Vine | Vehicle | 11/20/2018 | 12/5/2018 | Advisory | |
| 2018-152 | 701-10 | Vehicle | 11/20/2018 | 11/27/2018 | M | 11/27/2018 |
| 2018-153 | 600-15 | Junk | 11/27/2018 | 12/12/2018 | Advisory | |



November Dallas Center Calls



| DATE/TIME | INCIDENT | LOCATION |
|-------------------|-------------------------|--|
| 2018-11-01 08:08: | ANIMAL COMPLAINT | 11TH ST / SYCAMORE ST, DALLAS CENTER |
| 2018-11-01 10:04: | ASSIST | 104 14TH ST, DALLAS CENTER |
| 2018-11-01 10:23: | CONTROLLED BURN | 2476 240TH ST, DALLAS CENTER |
| 2018-11-01 10:40: | CIVIL PAPER | 523 SYCAMORE ST, DALLAS CENTER |
| 2018-11-01 15:59: | THEFT | 1709 SUGAR GROVE AVE, DALLAS CENTER |
| 2018-11-02 10:14: | INFORMATION | 804 WALNUT ST, DALLAS CENTER |
| 2018-11-02 11:07: | TRAFFIC STOP | 13TH ST / CHERRY ST, DALLAS CENTER |
| 2018-11-02 11:46: | CIVIL PAPER | 1204 LINDEN ST, DALLAS CENTER |
| 2018-11-02 19:50: | SUSPICIOUS | 805 15TH ST, DALLAS CENTER |
| 2018-11-03 14:09: | 911 HANGUP | SUGAR GROVE AVE, 13TH ST, DALLAS CENTER |
| 2018-11-04 16:58: | TRAFFIC STOP | 240TH ST / ORDER DR, DALLAS CENTER |
| 2018-11-04 19:27: | TRESPASS | 805 15TH ST, DALLAS CENTER |
| 2018-11-05 03:24: | SUSPICIOUS | 704 NORTHVIEW DR, DALLAS CENTER |
| 2018-11-05 10:40: | TRESPASS | 1501 LINDEN ST, DALLAS CENTER |
| 2018-11-05 14:30: | SUSPICIOUS | 1405 WALNUT ST, DALLAS CENTER |
| 2018-11-05 18:40: | SUSPICIOUS | 1202 SUGAR GROVE AVE, DALLAS CENTER |
| 2018-11-05 21:12: | SUSPICIOUS | 14TH ST / WALNUT ST, DALLAS CENTER |
| 2018-11-06 07:38: | CIVIL PAPER | 1703 WALNUT ST, DALLAS CENTER |
| 2018-11-06 14:33: | 911 MISDIAL | 1204 LINDEN ST, DALLAS CENTER |
| 2018-11-06 14:39: | 911 MISDIAL | QUINLAN AVE / SUGAR GROVE AVE, DALLAS CENTER |
| 2018-11-06 18:48: | TRAFFIC STOP | 13TH ST / WALNUT ST, DALLAS CENTER |
| 2018-11-06 23:45: | EXTRA PATROL | 704 NORTHVIEW DR, DALLAS CENTER |
| 2018-11-07 07:08: | CIVIL PAPER | 1703 WALNUT ST, DALLAS CENTER |
| 2018-11-07 08:01: | MVC-PD | SUGAR GROVE AVE / 12TH ST, DALLAS CENTER |
| 2018-11-07 16:05: | JUVENILE PROBLEM | 1400 VINE ST, DALLAS CENTER |
| 2018-11-07 20:45: | FOLLOW UP INVESTIGATION | 523 SYCAMORE ST, DALLAS CENTER |
| 2018-11-09 09:17: | PROPERTY REPORT | 1107 SYCAMORE ST, DALLAS CENTER |
| 2018-11-09 14:10: | MEDICAL TRANSPORT | 507 14TH ST, DALLAS CENTER |
| 2018-11-09 18:23: | CIVIL DISPUTE | 1704 LAUREL ST, DALLAS CENTER |
| 2018-11-09 20:47: | MEDICAL/AMBULANCE TRIP | 1800 LINDEN ST, Apt. 7, DALLAS CENTER |
| 2018-11-10 09:16: | 911 HANGUP | 240TH ST, ORDER DR, DALLAS CENTER |
| 2018-11-10 13:31: | GAS LEAK/GAS ODOR | 1400 WALNUT ST, DALLAS CENTER |
| 2018-11-10 16:37: | 911 HANGUP | SUGAR GROVE AVE, FAIRVIEW DR, DALLAS CENTER |
| 2018-11-10 18:03: | TRAFFIC STOP | R AVE / 240TH ST, DALLAS CENTER |
| 2018-11-10 20:33: | RETURN PHONE CALL | 702 VINE ST, DALLAS CENTER |
| 2018-11-11 16:04: | ANIMAL CONTROL | 12TH ST / ASH ST, DALLAS CENTER |
| 2018-11-11 17:46: | TRAFFIC STOP | 240TH ST / ORDER DR, DALLAS CENTER |
| 2018-11-11 17:54: | TRAFFIC STOP | 2500 240TH ST, DALLAS CENTER |
| 2018-11-11 21:31: | SUSPICIOUS | 240TH ST / FAIRVIEW DR, DALLAS CENTER |
| 2018-11-11 21:34: | EXTRA PATROL | FAIRVIEW DR / 250TH ST, DALLAS CENTER |

| | | |
|-------------------|------------------------|---|
| 2018-11-12 17:24: | TRAFFIC STOP | SYCAMORE ST / 10TH ST, DALLAS CENTER |
| 2018-11-13 12:20: | ILLEGAL BURN | 300 KELLOGG AVE, DALLAS CENTER |
| 2018-11-13 17:17: | MEDICAL ALARM | 203 13TH ST, DALLAS CENTER |
| 2018-11-13 18:47: | SPECIAL ASSIGNMENT | 1502 WALNUT ST, DALLAS CENTER |
| 2018-11-13 19:37: | EXTRA WATCH | 201 PERCIVAL AVE, DALLAS CENTER |
| 2018-11-13 19:59: | CONTROLLED BURN | 302 RHINEHART AVE, DALLAS CENTER |
| 2018-11-14 08:21: | CIVIL PAPER | 702 11TH ST, DALLAS CENTER |
| 2018-11-14 08:22: | MEDICAL/AMBULANCE TRIP | 1204 LINDEN ST, DALLAS CENTER |
| 2018-11-14 17:18: | TRAFFIC STOP | 240TH ST / ORDER DR, DALLAS CENTER |
| 2018-11-14 18:43: | TRAFFIC STOP | 14TH ST / ASH ST, DALLAS CENTER |
| 2018-11-14 22:09: | TRAFFIC STOP | 13TH ST / VINE ST, DALLAS CENTER |
| 2018-11-15 23:23: | HARASSMENT/THREATS | 202 15TH ST, DALLAS CENTER |
| 2018-11-16 06:33: | OUTSIDE FIRE | ORCHARD LN / NORTH STAR LN, DALLAS CENTER |
| 2018-11-16 07:47: | CIVIL PAPER | 702 11TH ST, DALLAS CENTER |
| 2018-11-16 08:00: | TRAFFIC STOP | QUINLAN AVE / SUGAR GROVE AVE, DALLAS CENTER |
| 2018-11-16 08:55: | TRAFFIC STOP | 13TH ST / LINDEN ST, DALLAS CENTER |
| 2018-11-16 17:36: | CONTROLLED BURN | 1900 LAUREL ST, DALLAS CENTER |
| 2018-11-17 13:01: | CONTROLLED BURN | PERCIVAL AVE / SUGAR GROVE AVE, DALLAS CENTER |
| 2018-11-17 14:54: | MEDICAL/AMBULANCE TRIP | 121 LAKE SHORE DR, DALLAS CENTER |
| 2018-11-18 02:32: | MEDICAL/AMBULANCE TRIP | 703 9TH ST, DALLAS CENTER |
| 2018-11-19 06:23: | TRAFFIC STOP | 13TH ST / ASH ST, DALLAS CENTER |
| 2018-11-19 11:39: | CIVIL PAPER | 702 11TH ST, DALLAS CENTER |
| 2018-11-19 13:40: | INFORMATION | 1405 WALNUT ST, DALLAS CENTER |
| 2018-11-19 16:43: | TRAFFIC STOP | 2400 240TH ST, DALLAS CENTER |
| 2018-11-19 19:59: | TRAFFIC STOP | 2400 240TH ST, DALLAS CENTER |
| 2018-11-20 08:45: | CIVIL PAPER | 403 HATTON AVE, DALLAS CENTER |
| 2018-11-20 17:41: | ANIMAL CONTROL | 1202 SUGAR GROVE AVE, DALLAS CENTER |
| 2018-11-20 19:00: | 911 HANGUP | SUGAR GROVE AVE, 11TH ST, DALLAS CENTER |
| 2018-11-21 07:38: | TRAFFIC STOP | QUINLAN AVE / SUGAR GROVE AVE, DALLAS CENTER |
| 2018-11-21 08:13: | MEDICAL ALARM | 1107 SUGAR GROVE AVE, Apt. 3, DALLAS CENTER |
| 2018-11-21 10:55: | ANIMAL COMPLAINT | R AVE / SUGAR GROVE AVE, DALLAS CENTER |
| 2018-11-21 21:07: | TRAFFIC STOP | 240TH ST / ORDER DR, DALLAS CENTER |
| 2018-11-21 21:07: | 911 HANGUP | SUGAR GROVE AVE, KELLOGG AVE, DALLAS CENTER |
| 2018-11-22 00:09: | ANIMAL CONTROL | SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER |
| 2018-11-22 08:37: | TRAFFIC STOP | 2400 240TH ST, DALLAS CENTER |
| 2018-11-22 10:35: | TRAFFIC STOP | 27000 240TH ST, DALLAS CENTER |
| 2018-11-22 10:54: | TRAFFIC STOP | 2500 240TH ST, DALLAS CENTER |
| 2018-11-22 11:02: | TRAFFIC STOP | 2500 240TH ST, DALLAS CENTER |
| 2018-11-22 18:27: | MOTORIST ASSIST | 240TH ST / ORDER DR, DALLAS CENTER |
| 2018-11-22 19:30: | INFORMATION | 201 PERCIVAL AVE, DALLAS CENTER |
| 2018-11-23 09:07: | HARASSMENT/THREATS | 1400 VINE ST, DALLAS CENTER |
| 2018-11-23 15:43: | ALARM | 1202 SUGAR GROVE AVE, DALLAS CENTER |
| 2018-11-24 01:58: | MEDICAL/AMBULANCE TRIP | 1107 SUGAR GROVE AVE, Apt. 14, DALLAS CENTER |
| 2018-11-24 14:19: | FORGERY/FRAUD | 1007 8TH ST, DALLAS CENTER |
| 2018-11-24 14:25: | OUTSIDE FIRE | 300 KELLOGG AVE, DALLAS CENTER |
| 2018-11-24 16:50: | PROPERTY REPORT | 1504 WALNUT ST, DALLAS CENTER |
| 2018-11-26 21:40: | MOTORIST ASSIST | N AVE / ORCHARD LN, DALLAS CENTER |

| | | |
|--------------------|------------------------|---|
| 2018-11-28 14:05: | TRAFFIC STOP | SYCAMORE ST / 12TH ST, DALLAS CENTER |
| 2018-11-28 14:16: | INFORMATION | 1205 13TH ST, DALLAS CENTER |
| 2018-11-28 16:38: | TRAFFIC STOP | 2393 240TH ST, DALLAS CENTER |
| 2018-11-28 19:29: | BROADCAST | 240TH ST, ORDER DR, DALLAS CENTER |
| 2018-11-29 21:49: | EXTRA PATROL | 401 HATTON AVE, DALLAS CENTER |
| 2018-11-30 06:23: | MEDICAL/AMBULANCE TRIP | 1006 13TH ST, Apt. 216, DALLAS CENTER |
| 2018-11-30 09:00: | WARRANT CHECK | 1202 SUGAR GROVE AVE, DALLAS CENTER |
| 2018-11-30 11:37: | TRAFFIC COMPLAINT | 1400 VINE ST, DALLAS CENTER |
| 2018-11-30 11:49: | SUSPICIOUS | 1205 13TH ST, DALLAS CENTER |
| 2018-11-30 19:05: | CIVIL DISPUTE | 602 VINE ST, DALLAS CENTER |
| Grand Total | 97 | 391 Hours Deputies/76 Hours Road Deputies- |
| | | 467 Hours - 320 Required |

Monthly Water Report

| | | | | | | | | | | | | | | | | | | | | |
|--|-------------------------------------|---------------|---------|----------------|---------|------------|------------|--------------|-----|---|----|-----|---|---|----|-----|---|---|----|-----|
| Date | Nov-18 | | | | | | | | | | | | | | | | | | | |
| Water Plant | | | | | | | | | | | | | | | | | | | | |
| Total Gal.> | 3,775,800 | Max | 252,500 | Min | 800 | Avg | 125,900 | Gpm | 260 | | | | | | | | | | | |
| Total Hrs.> | 246.2 | Max | 15.2 | Min | 0.4 | Avg | 8.2 | | | | | | | | | | | | | |
| Last Month.> | 4,124,400 | Max | 153,600 | Min | 100,000 | Avg | 133,000 | Gpm | 258 | | | | | | | | | | | |
| Last Year.> | 4,430,600 | Max | 459,700 | Min | 92,900 | Avg | 147,700 | Gpm | 327 | | | | | | | | | | | |
| Lbs.of Chlorine 514 Lbs of Fluoride 30 Gallons of salt brine 3,695 | | | | | | | | | | | | | | | | | | | | |
| Chlorine.Mg/l | 0.65 | Fluoride.Mg/l | 0.5 | Hardness. Mg/l | 100 | Iron. Mg/l | 0.01 | Nitrate.Mg/l | | | | | | | | | | | | |
| Well | | | | | | | | | | | | | | | | | | | | |
| Date | 11/16/2018 | | | | | | | | | | | | | | | | | | | |
| | S | R | DD | Gpm | S | R | DD | Gpm | S | R | DD | Gpm | S | R | DD | Gpm | S | R | DD | Gpm |
| Well # 7 | 34 | 20 | 14 | 150 | | | | | | | | | | | | | | | | |
| Well # 8 | 32 | 20 | 12 | 100 | | | | | | | | | | | | | | | | |
| Well # 9 | 35 | 26 | 9 | 100 | | | | | | | | | | | | | | | | |
| Well # 10 | 30 | 12 | 18 | 140 | | | | | | | | | | | | | | | | |
| Test Well | | | | | | | | | | | | | | | | | | | | |
| Water Meters | | | | | | | | | | | | | | | | | | | | |
| | New Installs | | | Read In | | | | | | | | | | | | | | | | |
| | Replace Meter | | | Read Out | | | | | | | | | | | | | | | | |
| | Replace Radio | | | Shut off For | | | | | | | | | | | | | | | | |
| | Read | | | nonpayment | | | | | | | | | | | | | | | | |
| | Repair | | | | | | | | | | | | | | | | | | | |
| Fire Hydrants | | | | | | | | | | | | | | | | | | | | |
| | New Install | | | Flush Hyd | | | Repair Hyd | | | | | | | | | | | | | |
| Water Plant | 11/21/18 - Backwashed filters 1-2-3 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| Water Tower | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| Reservoir | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| Dist. System | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| Wells | 11/16/2018 - Tested Wells 7-8-9-10 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |

FIRE & EMS REPORT

November 2018

Total calls : 21

FIRE 13 total

- 2 Structure fire With incoming mutual aid
- 1 Mutual aid Grimes
- 1 MVC
- 1 Structure fire mutual aid to Adel
- 1 Outside county mutual aid with Guthrie Center
- 5 Outside fire calls
- 1 Electrical hazard
- 1 Gas leak/ odor smell

EMS 14 Total

8 calls for service (7 City/ 1 Rural)

Prepared by and

Return to: Ralph R. Brown, P.O. Box 250, Dallas Center, Iowa 50063 (515) 992-3728

AGREEMENT BETWEEN CITY OF DALLAS CENTER, IOWA, AND PROPERTY OWNER

THIS AGREEMENT is made and entered into as of the 11th day of December, 2018, between the **CITY OF DALLAS CENTER, IOWA**, (the "City") and **VALERIE JEAN HAKES** ("Hakes"), collectively "the Parties".

WHEREAS, Hakes is the owner of property (the "Property") located at 701 Hickory Court in Dallas Center, Iowa, legally described as:

Lot 6 in LYN CREST ESTATES PLAT 1, an Official Plat, now included in and forming a part of the City of Dallas Center, Dallas County, Iowa.
; and

WHEREAS, on the Final Plat of Lyn Crest Estates Plat 1, the North 25 feet of the Property is described as "public utility and overland flow easement" (the "Easement"). A storm sewer line is located within the Easement, and a storm water intake is located in the Property's back yard. The storm sewer line then extends southerly across the various Lyn Crest Estates Plats; and

WHEREAS, Lots 2 and 3 of South View Acres lie directly north of the Property, and the East ten feet of Lot 2 and the West ten feet of Lot 3 are labeled as easements for storm sewer (which contain a storm sewer line that drains from an intake in the ditch on the south side of Linden Street and which then drains to the intake in the back yard of the Property). The East and West ten feet of said Lots, respectively, also are labeled as easements for overland water, which easements then join the Easement on the Property; and

WHEREAS, prior to the date of this Agreement Hakes constructed a retaining wall (the Retaining Wall") across the north side of the Property and placed fill between the wall and the north line of the Property; and

WHEREAS, prior to Hakes' purchase of the Property, a permitted chain link fence was constructed along the north side of the Property; and

WHEREAS, during certain rainfall events in 2018 the Retaining Wall blocked the flow of water from Lots 2 and 3 of South View Acres, causing water backup on those properties and prevented water from flowing from the overland water easements on said Lots 2 and 3 to the Easement located upon the Property; and

WHEREAS, Section 165.27 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, (the "Code of Ordinances") governs fences and walls. Section 165.27(5) of the Code of Ordinances provides: "Within any overland flowage easement only a chain link fence may be constructed." Thus, the Retaining Wall was not permitted under the Code of Ordinances; and

WHEREAS, in consideration of the City's partial waiver of the requirements of Section 165.27(5) of the Code of Ordinances, Hakes has removed two layers of block and the capblock for a distance of approximately 20 feet of the Retaining Wall which encompasses the 20 feet of the stormwater drainage easement located on the two lots immediately North of the Property; and

WHEREAS, Hakes also has removed the fill material between the Retaining Wall and the north Property line, geotechnical fabric has been peeled back, all of the mulch has been removed from the area where the Retaining Wall was lowered, and the top of the soil north of the Retaining Wall now is several inches below the ground elevation at the lot line; and

WHEREAS, the City Engineer inspected the Property on October 12, 2018, and in writing to the City provided his opinion that Hakes' modifications to the Retaining Wall described herein (the "Modifications") have eliminated any obstruction in the Property's overland flow channel.

NOW, THEREFORE, in consideration of their mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, **IT IS HEREBY AGREED** by and between the Parties as follows:

1. Notwithstanding the provisions of Section 165.27(5) of the Code of Ordinances, the City hereby grants Hakes a partial waiver of the requirement to comply with said Section 165.27(5) to the extent that the Retaining Wall maintains all aspects of the Modifications contained herein; that the overland flowage of water is not impeded in the Easement; and that the overland flow easements on Lots 2 and 3 of South View Acres are not impeded.

2. Hakes represents and warrants that the Retaining Wall will continue to maintain all aspects of the Modifications contained herein; that the overland flowage of water will not be impeded in the Easement; and that the overland flow easements on Lots 2 and 3 of South View Acres will not be impeded.

3. In the event the City becomes aware of any issues of the overland flowage of water in The Easement being impeded, or the overland flow easements on Lots 2 and 3 of South View Acres being impeded, the City reserves the right and obligation to modify this Agreement as may be required.

4. In all other respects, this Agreement shall be fully binding on the Parties, their heirs, and assigns, and this Agreement shall run with the land.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

CITY OF DALLAS CENTER, IOWA

By _____
Michael A. Kidd, Mayor

By _____
Cindy Riesselman, City Clerk

Valerie Jean Hakes

STATE OF IOWA :
: ss.
COUNTY OF DALLAS :

On this 11th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael A. Kidd and Cindy Riesselman, to me personally known, and 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 corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. 2018-___ adopted on the 11th day of December, 2018, and that 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 corporation, by it voluntary executed.

Ralph R. Brown, Notary Public
in and for the State of Iowa

DALLAS CENTER MUNICIPAL RECYCLING AND WASTE AGREEMENT

This City of Dallas Center Municipal Recycling and Waste Agreement (the "Agreement") is entered into on December __, 2018 (the "Effective Date"), by and between Dallas Center, a municipal corporation created under the laws of the State of Iowa ("City"), and Waste Management of Iowa, Inc. ("WM"), an Iowa corporation.

Recitals

- A. The City desires to provide its citizens with environmentally sound solid waste collection and disposal and recyclable materials collection;
- B. WM and its affiliates have extensive experience in providing solid waste and recyclable materials collection, disposal and processing; and
- C. The City has determined that it would be in the best interests of its citizens to contract with WM for the collection of its residential solid waste and recyclable materials according to the terms and conditions contained herein.

Agreements**I. DEFINITIONS**

- a. Acceptable Waste - shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained with 96-gallon or 64-gallon Carts placed at the curbside on the proper weekly collection day. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WM upon collection in WM vehicles.
- b. Bulk Item - shall mean furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Carts. Bulky Items shall include small furniture, rugs, countertop appliances or items that can be safely handled by (1) person and weigh less than 45 pounds. Bulk items would not include any regular refuse, loose or scattered materials, waste generated by a household business or any other Commercial Business, construction or demolition debris, concrete, brick, asphalt, roofing, cars, motorcycles, boats or parts of vehicles or White Goods.
- c. Commercial Unit - All establishments where retail or wholesale services, industrial or manufacturing business is conducted, and all apartments, houses, schools, churches, fraternal bodies and other establishments not defined as "Residential Units".
- d. Excluded Waste - shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; or any item too large or heavy to be contained within a 96-gallon Cart; or any waste or material that is prohibited from being received, managed or disposed of at the disposal facility. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- e. Recyclables or Recyclable Materials - are defined in Exhibit A. Title to Recyclable Materials shall transfer to WM upon collection in WM vehicles.
- f. Residential Unit - shall mean a dwelling within the corporate limits of the City by a person or persons as a domicile. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.
- g. White Goods - shall mean discarded refrigerators, kitchen ranges, water heaters, freezers, air conditioners, clothes washer and dryers and other similar domestic large appliances.
- h. Yard Waste - any waste materials typically derived from landscaping; including but not limited to: grass clippings, leaves, trimmed branches and shrubbery. Yard waste should be placed in biodegradable paper bags or containers with 40-lb. maximum weight. Branches and brush must be bundled and tied with string or twine (not wire). Branches must be cut into lengths of 4 feet or less, and each branch should be no larger than 4 inches in diameter. Each bundle must not weigh more than 50 pounds. Unbundled brush will not be collected.

II. TERM

The initial term of this Agreement shall be for five (5) years commencing on April 1, 2019, and ending on March 31, 2024, and thereafter shall automatically renew for successive renewal terms of one-year each, unless either Party gives the other Party written notice of its intention to terminate the Agreement at least ninety days prior to the end of the then-current term. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

III. SERVICES

- a. WM shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste and Recyclable Materials collection to all Commercial Units and to all Residents Units __653__ of the City, which currently consists of approximately __653__ Residential Units (the "Service"). As part of the Service, WM shall:
 - i. Cart Supply. Each Residential Unit has already been provided a 64-gallon or 96-gallon Cart for Acceptable Waste and a separate 64-gallon or 96-gallon Cart for Recyclable Materials. New Residential Units will be provided a 96-gallon Cart for Acceptable Waste and a separate 64-gallon Cart for Recyclable Materials as the Units are added to the City services. Any Residential Unit may request up to one (1) additional recycling cart of either 64-gallon or 96-gallon size at no additional cost to the City. The Carts and equipment WM furnishes Residents and the City shall remain WM's property.
 - ii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste and one (1) Bulk Item shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by WM and City. Residents shall contact City Hall and secure a bulk item sticker before placing out a bulk item. WM will not provide stickers or receive any payment for the collection of up to one (1) Bulk item collected from the curbside once per week from each Residential Unit. Collections shall occur during ordinary hours but in no instance earlier than 7:00 am. All

Acceptable Waste must be placed at the curb for collection no later than 7:00 A.M. on scheduled day of collection. Any Residential Unit may contact WM for the collection of tires and batteries and Residential Unit shall pay Five Dollars (\$5.00) directly to WM for each tire or battery collected. The collection of White Goods shall be made between Residential Unit and WM when contacted by the Resident to schedule the collection. The cost to collect White Goods shall be thirty five dollars (\$35.00) per appliance.

- iii. Recyclable Materials Collection Frequency, Days and Times. WM shall provide recycling collection services to Residential Units on an every other week basis, subject to the terms and conditions in Exhibit A. The City and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. WM reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material. The City reserves the right to discontinue the Recycling portion of this Contract with sixty (60) days' notice to WM.
- iv. Yard Waste Collection Frequency, Days and Times. WM shall collect Yard Waste on Monday of each week between April 1 and November 30 of each year. Yard Waste will be placed at the curb in bundles, biodegradable paper bags or containers with 40-lb. maximum weight. No waste contained in plastic bags or secured by wire shall, however, be collected by WM.
- v. Exclusions from the Service – Notwithstanding anything to the contrary herein, the Service shall not include the collection of construction or demolition waste material.
- vi. Disposal. WM shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste
- vii. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the succeeding Friday, Christmas Eve, Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday
- viii. Cart Replacement. WM shall replace at no charge to the City or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of WM, the occupant of the Residential Unit shall be responsible to compensate WM the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
- ix. Additional Services. a) WM shall collect Acceptable Waste at all City buildings and City street and park garbage cans at no additional cost to the City; b) WM shall provide labor and equipment to City for Spring Cleanup on a date mutually agreed to by both parties. Up to 40 Tons total of Acceptable Waste and Bulk Items will be collected at no additional charge. Any tons exceeding 40 Tons will be charged at the landfill tipping rate and paid by the City; and c) WM will provide three [3] dumpsters for the Fall Festival at no cost to the City; and d) WM will provide branch and yard debris pick-up and disposal as the result of a storm at no cost to the City; and e) WM will provide Christmas tree pickup, one (1) time per week for each of the first two (2) weeks of January; and f) WM, for cleanup projects of flood or storm damaged properties in town including any approved solid waste but excluding yard waste, shall provide a special discounted rate for 30 or 40 yard roll off containers of \$185.00 per container, and \$39.00 per ton. These rates shall be adjusted on each anniversary of the effective date of this Agreement by the same percentage increase in the CPI-Midwest (Urban), with a reference date of January 1st of each year.
- b. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances
- c. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner
- d. Complaints and Missed Pick-Ups. All complaints as to WM's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. WM shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting
- e. Anti-Discrimination. In performing the Service, WM shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- f. Exclusive. The City grants the exclusive right to perform the Services set forth in this Agreement. The City agrees that it will not allow anyone other than WM to lease carts to residents, carts or containers to Commercial Businesses or engage in the collection of residential or commercial waste within the City.

IV. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 653 Residential Units; however, the Parties shall verify this house count prior to the initial billing under this Agreement and shall adjust the house count for billing purposes accordingly. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter. WM shall keep accurate route sheets and/or a Residential Unit database that shall be provided to City promptly upon its request.

V. FEES AND PAYMENTS

a. Service Fee per Residential Unit. The acceptable waste and yard waste collection fee per Residential Unit, per month, shall be fourteen dollars and eighty six cents (\$ 14.86). The recycling materials collection fee per Residential Unit, per month, shall be two dollars and seventy eight cents (\$ 2.78). The sum of these two fees shall constitute the total monthly fee per Residential Unit, seventeen dollars and sixty four cents (\$ 17.64). The monthly fee paid to WM by the City shall be calculated based upon the current house count at the time each invoice is generated, times the sum of the monthly fee per Residential Unit. [e.g., Current House Count x (\$17.64) = Monthly Invoice Amount].

- b. The fees per Commercial Unit, per month for Services are set forth below:

| Container Size | Monthly Fee Waste Services | Monthly Fee Recycling Services |
|----------------|-------------------------------|-----------------------------------|
| 96-Gal Cart | \$ 16.80 | \$11.56 |
| 2-yd container | \$47.25 | \$34.67 |
| 3-yd container | \$64.09 | \$46.21 |
| 4-yd container | \$75.64 | \$54.62 |
| 6-yd container | \$98.74 | \$71.43 |
| 8-yd container | \$121.85 | \$88.23 |

c. Annual Increase. Beginning April 1, 2020 and annually thereafter, the monthly fee per Residential Unit and monthly fees per Commercial Unit shall be adjusted upward on each anniversary of the effective date of this Agreement by 2%. Effective April 1, 2019, and only for 2019, the monthly Recycling fee per Residential Unit will increase \$0.94. Effective April 1, 2019, and only for 2019, the monthly fees per Commercial Unit shall be adjusted upward 2%.

d. Invoices and Payment. WM will submit monthly invoices to the City and the City shall have thirty (30) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.

e. Changes in Law. Notwithstanding anything to the contrary in this Agreement, WM may modify the rates to account for any increase in costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, disposal or processing costs, third party transportation costs, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc.

VI. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VII. FORCE MAJEURE

WM's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, WM shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

VIII. INDEMNIFICATION

a. To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold WM harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the City's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. WM agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of WM, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provisions to the contrary, WM shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

IX. INSURANCE

WM shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

| | <u>Type</u> | <u>Amount</u> |
|----|-----------------------|---------------|
| A. | Worker's Compensation | Statutory |
| B. | Employer's Liability | \$5,000,000 |

| | | |
|----|--|--|
| C. | Comprehensive General Liability | \$5000,000 per occurrence \$5,000,000 aggregate |
| D. | Automobile Liability (owned and non-owned) | |
| | i. Bodily Injury | \$5,000,000 per occurrence |
| | ii. Property Damage Liability | \$5,000,000 per occurrence |
| E. | Excess/Umbrella | \$5,000,000 per occurrence |

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, WM shall deliver to City a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

X. MISCELLANEOUS PROVISIONS

- a. **Independent Contractor.** WM shall perform the Service as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which WM shall perform its obligations under the Agreement.
- b. **Amendments.** No amendment to this Agreement shall be made except upon the written consent of both Parties.
- c. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- d. **Waiver.** A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- e. **Severance.** In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.
- f. **Choice of Law.** This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.
- g. **Assignment.** Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that WM may assign its rights and obligations under this Agreement to any WM affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.
- h. **Notice.** All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Recycling and Waste Agreement as of the Effective Date indicated above.

Waste Management of Iowa, Inc.

City of Dallas Center, Iowa

Signature: _____

Signature: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Exhibit A
SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

| | |
|--|--|
| Aluminum cans - empty | Newspaper |
| PET bottles with the symbol #1 - with screw tops only - empty | Mail |
| HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) - empty | Uncoated paperboard (ex. cereal boxes; food and snack boxes) |
| Steel and tin cans - empty | Uncoated printing, writing and office paper |
| Phone books | Old corrugated containers/cardboard (uncoated) |
| Magazines, glossy inserts and pamphlets | |

RECYCLABLES may include the following with the written consent of WM:

| | |
|--|---|
| Plastic containers with symbols #3-#7 - empty (no expanded polystyrene), empty | Glass food and beverage containers - brown, clear, or green - empty |
| Aseptic containers | Cartons |

NON-RECYCLABLES include, but are not limited to the following:

| | |
|---|---|
| Plastic bags and bagged materials (even if containing Recyclables) | Microwavable trays |
| Mirrors | Window or auto glass |
| Light bulbs | Coated cardboard |
| Porcelain and ceramics | Plastics unnumbered |
| Expanded polystyrene | Coat hangers |
| Glass and metal cookware/bakeware | Household appliances and electronics, |
| Hoses, cords, wires | Yard waste, construction debris, and wood |
| Flexible plastic or film packaging and multi-laminated materials | Needles, syringes, IV bags or other medical supplies |
| Food waste and liquids, containers containing such items | Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.) |
| Excluded Materials or containers which contained Excluded Materials | Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils |
| Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension | Propane tanks, batteries |

DELIVERY SPECIFICATIONS AND ADDITIONAL TERMS AND CONDITIONS

I. Delivery Specifications.

a. Material delivered by or on behalf of City or its residents may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

b. WM reserves the right to refuse to provide recycling services when Recyclables are not properly segregated from waste or Non-Recyclables. More specifically, WM may "tag and leave" carts or containers when WM determines in its sole discretion that Non-Recyclables have been placed in the recycling cart or container. The tag will identify the reason for non-collection. WM may also collect recyclables that have not been properly segregated from waste or other Non-Recyclables and dispose of the contaminated recyclables at City's sole cost.

c. WM may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and City shall pay WM for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for WM's operating or profit margin. Without limiting the foregoing, and City shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

d. WM reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Phone: (515)288-5464



Fax: (515)288-4549

www.akingsthroner.com

A King's Throne
P.O. Box 3007
Des Moines, Iowa 50316

Date: 11/28/18

Phone: 515-288-5464

Fax: 515-288-4549

www.akingsthroner.com

Customer:

City Of Dallas Center
PO Box 396
Dallas Center, IA 50063
Mary Werch

Event Type/ Name:

City Park Restrooms
Placement as directed by city
Dallas Center

Mary

Event Date: 2019

Delivery Date: 1/2/19

Pickup Date: Till Cutomer calls for pick up

| Qty. | Description | Unit Price |
|------|--|------------|
| 3 | Matching portable restroom | \$225.00 |
| | Waive Delivery Fee | |
| | Billing is every 28 days | \$- |
| | December 1st through April 1st an addational \$15 per restroom for winter mix fee | \$- |
| | Please provide paperwork showing tax exempt status for our records. | \$- |
| | The total is for delivery/removal and rental of the portable restrooms. A reservation fee of 50% of the total is required within 7 days to book this unit. The balance due will be due 5 days prior to delivery. The reservation fee is non-refundable. Payment of deposit constitutes acceptance of rental agreement. Client liable for all damage or theft while restroom is in their possession. | |
| | | \$225.00 |
| | 6% | |
| | Total Due | \$225.00 |

The price listed includes; delivery, collection, set-up and tear down fees. Sales Tax is included in this proposal. All restroom facilities MUST be placed on level ground (preferably concrete, cement, asphalt or gravel). If the facility is placed in either a sand, grass or dirt area, please be advised that due to a possible weather or ground condition, A King's Throne LLC, will not be held responsible if the ground is damaged. Tie-downs for the portable restroom(s) may also be required depending on what your location requires, customer is responsible for determining whether this service is needed. Tie-down installation and removal may also leave holes in the ground, A King's Throne LLC will not be held liable or responsible for these.

Customer is responsible for securing any permits or licenses that are required for placement. Requirements vary between jurisdictions; we recommend you check with your local city and/or county for their requirements **Customer is liable for theft or damage to restrooms while in their possession.**

Signature: _____

Date: _____

Billing & mailing address: PO Box 3007, Des Moines, IA. 50316-0007 We accept; Master Card, Visa, Discover

RESOLUTION NO. 2018-56

A RESOLUTION DISPOSING OF AND SELLING A VACATED PORTION OF 12th STREET NOW BELONGING TO THE CITY OF DALLAS CENTER, IOWA.

WHEREAS, the City of Dallas Center, State of Iowa, is a duly organized municipal corporation; and

WHEREAS, by the adoption of Ordinance No. 528, the City Council vacated the following described real estate platted as a street:

That portion of Cherry Street lying West of 11th Street and East of the former railroad right-of-way now owned by the Heartland Co-op, all located adjacent to Blocks 19 and 29 in Huber and Vandercooks Addition to the Town, now City, of Dallas Center, Dallas County, Iowa,

; and

WHEREAS, the City Council by the adoption of Resolution No. 2018-42 proposed the disposition and sale of said vacated street and on December 11, 2018, after published notice (See Proof of Publication attached as Exhibit "A"), considered the proposal at a Public Hearing; and

WHEREAS, following the Public Hearing the Council has determined that the vacated street should be sold to Heartland Coop, which owns property adjacent to the vacated portion of a street, for the sum of \$4,790.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the City Council of the City of Dallas Center, Iowa, hereby sells and conveys the following described real estate:

That portion of Cherry Street lying West of 11th Street and East of the former railroad right-of-way now owned by the Heartland Co-op, all located adjacent to Blocks 19 and 29 in Huber and Vandercooks Addition to the Town, now City, of Dallas Center, Dallas County, Iowa, subject, however, to the retention by the City and any public utilities of easements for any water, sewer,

stormwater, or any other public utilities currently located within the vacated portion of Cherry Street.

to Heartland Coop, and that the Deed of Conveyance from the City of Dallas Center shall be by Quit Claim Deed in consideration of the sum of \$4,790.00.

IT IS FURTHER RESOLVED that the Mayor and Clerk are authorized to deliver said Quit Claim Deed to Heartland Coop upon receipt of the sum of \$4,790.00, and reimbursement of newspaper public costs and recording fees in payment for the purchase of the vacated street.

PASSED, APPROVED and ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 11th day of December, 2018.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



VEENSTRA & KIMM, INC.

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

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

December 3, 2018

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

DALLAS CENTER, IOWA
LYN CREST ESTATES PLAT 5
REVISED FINAL PLAT SUBMITTAL

On November 30, 2018 the writer received a revised submittal of the final plat of Lyn Crest Estates Plat 5. Enclosed is a copy of the revised submittal of the final plat of Lyn Crest Estates Plat 5.

Dan DeCamp of Abaci Consulting indicates the revised final plat includes the addition of a 20-foot wide private overland flowage easement along the west side of Lots 1A through 8B. Based on the information provided by Dan DeCamp the overland flowage easement was added based on the as-constructed elevations of the lots in relationship to the high water level in the detention basin located in Outlot X of Lyn Crest Estates Plat 2 immediately to the west of the lots.

The overland flowage easement is located within the rear yard setback area of each lot. The overland flowage easement will not affect the developability of Lots 1A through 8A but will restrict activities within the lot to those consistent with a private overland flowage easement.

In a letter dated November 30, 2018 the writer provided comments on the original submittal of the final plat of Lyn Crest Estates Plat 5. In that letter dated November 30, 2018 the writer recommended approval of the final plat.

Based on review of the revised final plat of Lyn Crest Estates Plat 5 the revised plat is satisfactory. The writer recommends approval of the final plat of Lyn Crest Estates Plat 5 based on the revised submittal adding the overland flowage easement.

Cindy Riesselman
December 3, 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.', with a stylized flourish at the end.

H. R. Veenstra Jr.

HRVJr:mav
2121-039
Enclosure

cc: Ralph Brown, Brown, Fagen & Rouse – w/enclosure
Dan DeCamp, Abaci Consulting, Inc.

FINAL PLAT



LEGAL NOTICE
A/1 OF 01/07/2013
CITY OF DALLAS CENTER, DALLAS COUNTY, TEXAS

| | | | |
|---------------------|------------------|--------|---|
| Wm. D. 150 Journals | MRN, LOT 1002114 | 32,200 | 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662-2663, 2664-2665, 2666-2667, 2668-2669, 2670-2671, 2672-2673, 2674-2675, 2676-2677, 2678-2679, 2680-2681, 2682-2683, 2684-2685, 2686-2687, 2688-2689, 2690-2691, 2692-2693, 2694-2695, 2696-2697, 2698-2699, 2700-2701, 2702-2703, 2704-2705, 2706-2707, 2708-2709, 2710-2711, 2712-2713, 2714-2715, 2716-2717, 2718-2719, 2720-2721, 2722-2723, 2724-2725, 2726-2727, 2728-2729, 2730-2731, 2732-2733, 2734-2735, 2736-2737, 2738-2739, 2740-2741, 2742-2743, 27 |
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Abstract

11

STOCK PRICES

ADAC CONSULTING INC

FINAL PLAY

[illegible]

[illegible]

FREE
 1-800-368-2746



1000

SECTION NAME

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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PREPARED BY: Ralph R. Brown, 502 15th, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

RESOLUTION NO. 2018-57

A RESOLUTION FORMALLY ACCEPTING THE IMPROVEMENTS IN LYN CREST ESTATES PLAT 5, A SUBDIVISION IN THE CITY OF DALLAS CENTER, DALLAS COUNTY, IOWA.

WHEREAS, the City Engineer has reported pursuant to Section 170.10(1) of the Code of Ordinances that the required improvements within Lyn Crest Estates Plat 5 have been constructed and that they meet all City specifications and Ordinances or other requirements, and all agreements between the subdivider and the City; and the City Engineer has recommended to the Council that the improvements contained within the Subdivision be accepted, subject to the construction of all sidewalks in the Subdivision; and

WHEREAS, the City Attorney has advised the Council that the owner has filed in proper form maintenance bonds for the concrete paving, storm sewers and appurtenances, sanitary sewers and appurtenances, and water mains and appurtenances, which maintenance bonds cover all construction being dedicated to the City, except for sidewalks; and

WHEREAS, the City Attorney has further advised the Council that the owner and developer has filed a written assurance and agreement that individual home builders in the Subdivision will install the sidewalk, but that any sidewalk in the Subdivision not completed by forty-six (46) months after the approval of Final Plat, will be constructed by the owner and developer prior to the end of forty-eight (48) months after the approval of the Final Plat.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the maintenance bonds for concrete paving, storm sewers and appurtenances, sanitary sewers and appurtenances, and water mains and appurtenances, are hereby approved; and that the written assurance and agreement of the owner and developer with respect to the construction of sidewalks is accepted.

IT IS FURTHER RESOLVED by the City Council of the City of Dallas Center, Iowa, in accord with Chapter 170 of the Code of Ordinances, as amended, that the required improvements contained within the subdivision are hereby accepted by the City of Dallas Center, Iowa, subject to the agreement of the owner and developer that any sidewalk not completed within forty-six (46) months after the approval of the Final Plat will be constructed by the owner and developer prior to the end of forty-eight (48) months after the approval of the Final Plat.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 11th day of December, 2018.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

CERTIFICATE OF MAYOR AND CLERK

We, the undersigned Mayor and Clerk of the City of Dallas Center, Iowa, hereby certify that at a meeting of the City Council of the City of Dallas Center, Iowa, and with a quorum of said City Council being present, the foregoing and attached Resolution No. 2018-57 was presented and by a motion duly made and seconded, was duly adopted by the Council.

Dated at Dallas Center, Iowa, the 11th day of December, 2018.

Michael A. Kidd, Mayor

Cindy Riesselman, City Clerk

PREPARED BY: Ralph R. Brown, 502 15th, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

RESOLUTION NO. 2017-58

A RESOLUTION APPROVING THE FINAL PLAT OF LYN CREST ESTATES PLAT 5, AN OFFICIAL PLAT INCLUDED IN AND FORMING A PART OF THE CITY OF DALLAS CENTER, DALLAS COUNTY, IOWA.

WHEREAS, Mitchell Land Development, L.L.C. has caused to be platted certain real estate lying within the corporate limits of the City of Dallas Center, Dallas County, Iowa, legally described as:

ALL OF OUTLOT "YY", LYN CREST ESTATES PLAT 3, AN OFFICIAL PLAT, CITY OF DALLAS CENTER, DALLAS COUNTY, IOWA, CONTAINING 7.84 ACRES.

and said plat is known as Lyn Crest Estates Plat 5; and

WHEREAS, the owner has complied with the requirements of Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, as it relates to subdivision regulations; and

WHEREAS, after Notice published in the Northeast Dallas County Record the Plan and Zoning Commission conducted a Public Hearing on the Phased Preliminary Plat on October 28, 2014, and recommended to the Council the approval of the Phased Preliminary Plat, which encompasses Lynn Crest Estates Plat 5; and

WHEREAS, after Notice published in the Northeast Dallas County Record on October 30, 2014, the Dallas Center City

Council conducted a Public Hearing on the Phased Preliminary Plat on November 11, 2014, and on that date approved the Phased Preliminary Plat; and

WHEREAS, the Final Plat has been filed by the owner, and it is accompanied by (1) the Owner's Consent to Plat; (2) Warranty Deed conveying to the City Lot A intended as a public street; (3) Declaration of Residential Covenants, Conditions and Restrictions; (4) an Opinion by an Attorney who has examined the Abstract of Title of the land being platted; and (5) a Certificate of the County Treasurer that the land is free from certified taxes and certified special assessments; and

WHEREAS, the owner has also filed with the City (1) Sanitary Sewer Easement, (2) Water Main Easement, (3) Public Utility Easement, and (4) Overland Flowage Easement, which are approved; and

WHEREAS, the Developer previously submitted to the City for review (a) Articles of Incorporation of Lyn Crest Estates Storm Water Maintenance Association, Inc. (the "Association"), (2) Bylaws of Lyn Crest Estates Storm Water Maintenance Association, Inc., and (3) Declaration of Covenants, Conditions and Restrictions for Lyn Crest Estates in connection with the Association.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that Final Plat of Lyn Crest Estates Plat 5 be and the same is hereby approved in accord with Section 354.8 of the Code of Iowa, as amended, and Chapter 170 of the Code of Ordinances, as amended.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 11th day of December, 2018.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

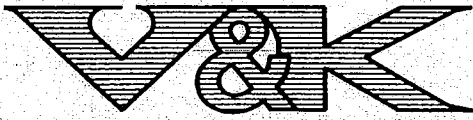
CERTIFICATE OF MAYOR AND CLERK

We, the undersigned Mayor and Clerk of the City of Dallas Center, Iowa, hereby certify that at a meeting of the City Council of the City of Dallas Center, Iowa, and with a quorum of said City Council being present, the foregoing and attached Resolution No. 2018-58 was presented and by a motion duly made and seconded, was duly adopted by the Council.

Dated at Dallas Center, Iowa, the 11th day of December, 2018.

Michael A. Kidd, Mayor

Cindy Riesselman, City Clerk



VEENSTRA & KIMM, INC.

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

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

November 26, 2018

2018-59

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

DALLAS CENTER, IOWA
FAIRVIEW DRIVE SANITARY SEWER EXTENSION
AGREEMENT FOR ENGINEERING SERVICES

The Capital Improvement Program provides for the City of Dallas Center to construct the Fairview Drive Sanitary Sewer Extension project in fiscal year 2019-2020. In anticipation of the City constructing the project as early as the summer and fall of 2019, the writer has prepared the enclosed agreement for engineering services for the project. The agreement provides for engineering design and construction engineering services.

The scope of the project under the enclosed agreement involves an approximately 1,025 foot extension of the existing sanitary sewer north along the east side of Fairview drive. The preliminary scope calls for the sewer to be extended northerly as a 12-inch pipe. Although the projected flows to the sanitary sewer would allow the use of a smaller pipe, the larger 12-inch sewer may be advisable as it allows for the optimum service area. The minimum slope of a 12-inch pipe is 0.20%. The minimum slope for an 8-inch sewer is 0.40%. The use of a 12-inch pipe allows the sewer invert elevation at the south side of Fairview Drive to be 2 feet deeper than is possible with an 8-inch pipe. Given the elevation limitations in the area along Fairview Drive there appear to be advantages to keeping the sewer as deep as possible to serve the largest area possible with this sewer extension.

The enclosed agreement is being transmitted for review and future consideration by the City Council. The enclosed agreement provides for completion of the design by May 31, 2019. This would allow for the City to award the construction contract as early as July 2019. This should allow the sewer to be constructed in the fall of 2019.

Cindy Riesselman
November 26, 2018
Page 2

To meet the May 31, 2019 completion date, the writer would request the City Council's consideration of the agreement by the end of January 2019. If the approval of the agreement is delayed beyond the end of January 2019 the completion date for design will need to be adjusted accordingly.

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:mav

0-11

Enclosure

cc: Ralph Brown, w/ enclosure

AGREEMENT**FAIRVIEW DRIVE SANITARY SEWER EXTENSION
CITY OF DALLAS CENTER, IOWA**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **CITY OF DALLAS CENTER, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the **City**, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices located in West Des Moines, Iowa, hereinafter referred to as the **Engineers**.

WITNESSETH, THAT WHEREAS, the City owns and operates a municipal sanitary sewer system, and

WHEREAS, the City has determined it appropriate to extend a sanitary sewer north along the east side of Fairview Drive from the current northerly terminus point of the sanitary sewer north of Sycamore Street to the southerly side of Sugar Grove Avenue with said sewer extension being referred to as the **Fairview Drive Sanitary Sewer Extension** or the **Project**, and

WHEREAS, the City has determined it appropriate to move forward with the design and construction of the Project, and

WHEREAS, the City desires to retain the services of the Engineers to complete the design and provide construction services for the Project as set forth herein.

NOW, THEREFORE, it is agreed by and between the parties hereto the City retains the Engineers to undertake the design and construction engineering services for the Project as set forth herein. Such Agreement is subject to the terms, conditions and stipulations to wit:

- 1. SCOPE OF PROJECT.** The Scope of the Project under this Agreement shall consist of the following:
 - a. 12-inch sanitary sewer extending from the north end of the existing sanitary sewer on the east side of Fairview Drive north of Sycamore Street northerly a distance of approximately 1,025 feet to the south side of Sugar Grove Avenue.

2. **SCOPE OF SERVICES.** The Scope of Services under this Agreement for the design and preparations of the plans and specifications for the Project shall include the following:
 - a. Topographic as required for the Project design.
 - b. Design and preparation of the plans and specifications for the sanitary sewer improvement.
 - c. Identification of easements required for the Project, including preparation of descriptions of plats for easement acquisition.
3. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, materials to be used and construction methods to be followed. Preliminary plans and specifications shall be submitted to the City for review prior to completion of the final plans and specifications. Final plans and specifications shall be submitted to the City complete and ready for bidding.
4. **PERMITS.** The Engineers shall assist the City in obtaining the required construction permit from the Iowa Department of Natural Resources. If the Project extends within the right-of-way of Iowa Highway 44 the Engineers shall assist the City in obtaining the necessary Utility Accommodation Permit from the Iowa Department of Transportation.
5. **ESTIMATE OF COST.** The Engineers shall prepare a preliminary Engineers Estimate of Cost for the improvements to be constructed under the Project. The Engineers Estimate of Cost is intended for the use of the City in financing the Project. The Engineers shall not be responsible if the contract awarded for construction of the Project varies from the original Engineers Estimate of Cost.
6. **RESPONSIBILITIES OF THE CITY.** It is understood and agreed the City will provide assistance to the Engineers, including making available all relevant information related to the Project.
7. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of the Notice of Public Hearing and Notice to Bidders and provide plans and specifications to prospective bidders. Publication costs shall be borne by the City.

- 8. COST OF PLANS AND SPECIFICATIONS.** The City shall compensate the Engineers for the cost of plans and specifications and distribution of plans and specifications as provided under the Code of Iowa. The reimbursement of the cost of plans and distribution of plans as required is not included in the fees for services under this Agreement.
- 9. AWARD OF CONTRACT.** The Engineers shall have a representative present when the bids and proposals are opened and shall prepare a tabulation of bids for the City. The Engineers shall advise as to the responsiveness of the bids and assist the City in the award of contract. After award of contract is made the Engineers shall provide the contractor the necessary contract documents.
- 10. TIME OF COMPLETION.** The goal for completion of services under this Agreement is as follows:
- a. Final Plans and Specifications: May 31, 2019.
- 11. GENERAL SERVICES DURING CONSTRUCTION.** Upon written request of the City, the Engineers shall provide general services during construction including:
- a. Consult with and advise City.
 - b. Provide periodic visits to the site during construction.
 - c. Assist in the interpretation of plans and specifications.
 - d. Review drawings and data of manufacturers.
 - e. Process and certify payment estimates of the contractor to the City.
 - f. Prepare amendments to the contract documents as necessary to show major changes made during construction.
- 12. RESIDENT REVIEW SERVICES.** Resident review services are understood to include periodic observation and review of the work of the contractor and materials for substantial compliance with the plans and specifications. Given the small nature of the Project it is understood and agreed resident review services for the Project will be on a part-time basis as reasonably required to observe and review the construction work.
- 13. FINAL REVIEW SERVICES.** The Engineers shall make a review after construction is complete to determine the construction is substantially in compliance with the plans and specifications. The Engineers shall certify to the City construction is substantially in compliance with the plans and specifications.

- 14. COMPENSATION.** The fees for services as set forth in this Agreement shall be based on the standard hourly rates of the Engineers' personnel actually engaged in the performance of the services, plus reimbursement of direct out of pocket expenses. The fee for services under this Agreement as set forth shall be due and payable on a monthly basis.
- a. The fee for services under this Agreement for the design of the sanitary sewer as set forth in **1. SCOPE OF PROJECT** for the design and bidding services as set forth in **2. SCOPE OF SERVICES** through **9. AWARD OF CONTRACT** shall not exceed the sum of Nine Thousand Nine Hundred and 00/100 Dollars (\$9,900.00).
 - b. The fee for services during construction as set forth in **11. GENERAL SERVICES DURING CONSTRUCTION** through **13. FINAL REVIEW SERVICES** shall not exceed the sum of Nine Thousand Seven Hundred and 00/100 Dollars (\$9,700.00).
- 15. EXTRA WORK.** The fees under this Agreement shall cover the services outlined in this Agreement for the Project. If the City requires additional services of the Engineers in connection with the Project or changes, or modifications in the Project, the Engineers shall receive additional compensation for such services. Such additional compensation shall be on the basis of a compensation mutually agreed to by the City and the Engineers and set forth in a written amendment to this Agreement.
- 16. INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

17. INSURANCE.

The Engineer shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. Except as noted, the coverage is on an occurrence basis.

| | |
|--|-----------------------|
| General Liability* | \$1,000,000/2,000,000 |
| Automobile Liability | 1,000,000 |
| Excess Liability (Umbrella)* | 8,000,000/8,000,000 |
| Workers' Compensation, Statutory Benefits Coverage B | 1,000,000 |
| Professional Liability**, *** | 2,000,000/2,000,000 |

*Occurrence/Aggregate

**The Owner is not to be named as an additional insured

***Claims Made Basis

The Engineer shall provide the City with certificates of insurance on an annual basis showing the renewal of the required general business insurance and professional liability insurance. Renewal certificates of insurance shall be provided within 15 days after the effective date of the renewal of insurance.

18. TERMINATION. Should the City abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.

19. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original, and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

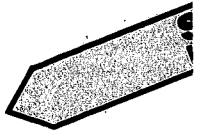
IN WITNESS WHEREOF, the parties hereto have subscribed their names on the date first written above.

CITY OF DALLAS CENTER, IOWA

ATTEST:

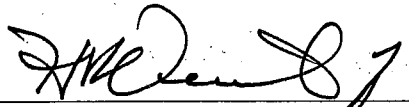
By _____
Mayor

By _____
City Clerk



VEENSTRA & KIMM, INC.

ATTEST:

By 
H. R. Veenstra Jr., President

By Deborah M. Luke

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2018)

| | |
|---------------------------|----------|
| Management I..... | \$172.00 |
| Management II..... | 170.00 |
| Process Engineer..... | 193.00 |
| Engineer I-A..... | 172.00 |
| Engineer I-B..... | 162.00 |
| Engineer I-C..... | 154.00 |
| Engineer II-A..... | 140.00 |
| Engineer II-B..... | 129.00 |
| Engineer III-A..... | 122.00 |
| Engineer III-B..... | 118.00 |
| Engineer III-C..... | 115.00 |
| Engineer IV..... | 111.00 |
| Engineer V..... | 102.00 |
| Engineer VI..... | 99.00 |
| Engineer VII..... | 91.00 |
| Engineer VIII..... | 87.00 |
| Engineer IX..... | 81.00 |
| Engineer X..... | 74.00 |
| Engineer XI..... | 67.00 |
| Accountant I..... | 100.00 |
| Accountant II..... | 60.00 |
| IT I..... | 125.00 |
| IT II..... | 95.00 |
| Design Technician I..... | 97.00 |
| Planner I..... | 108.00 |
| Planner II..... | 75.00 |
| Planner III..... | 69.00 |
| Drafter IA..... | 96.00 |
| Drafter IB..... | 89.00 |
| Drafter II..... | 84.00 |
| Drafter III..... | 79.00 |
| Drafter IV..... | 72.00 |
| Drafter V..... | 61.00 |
| Drafter VI..... | 58.00 |
| Drafter VII..... | 45.00 |
| Clerical I..... | 89.00 |
| Clerical II..... | 61.00 |
| Clerical III..... | 53.00 |
| Clerical IV..... | 46.00 |
| Clerical V..... | 36.00 |
| Construction Manager..... | 166.00 |
| Surveyor I..... | 115.00 |
| Surveyor II..... | 96.00 |
| Technician I..... | 86.00 |
| Technician II..... | 79.00 |
| Technician III..... | 73.00 |

| | |
|------------------------------|------------|
| Technician IV | 69.00 |
| Technician V | 62.00 |
| Technician VI | 58.00 |
| Technician VII | 49.00 |
| Technician VIII | 43.00 |
| Technician IX..... | 35.00 |
| Building Inspector I..... | 154.00 |
| Building Inspector I-A | 108.00 |
| Building Inspector II..... | 83.00 |
| Building Inspector III..... | 61.00 |
| Robotics | 30.00/Hour |
| GPS | 30.00/Hour |
| Leica Total Station..... | 20.00/Hour |
| Total Station Robotics | 15.00/Hour |
| Tablet..... | 45.00/Hour |
| Fluoroscope..... | 50.00/Hour |
| 4-Wheeler..... | 45.00/Hour |
| Mileage | .545¢/Mile |

Prepared by and

Return to: Ralph R. Brown, P.O. Box 250, Dallas Center, Iowa 50063 (515) 992-3728

**REVISED AND AMENDED
28E AGREEMENT BETWEEN THE CITY OF DALLAS CENTER
AND DALLAS COUNTY, IOWA**

THIS AGREEMENT is entered into effective as of the 24th day of June, 2018, by and between the **CITY OF DALLAS CENTER**, a municipal corporation within the State of Iowa (hereinafter referred to as "City"), and **DALLAS COUNTY, IOWA**, a county government within the State of Iowa (hereinafter referred to as "County", collectively referred to as "the Parties").

AND THIS AGREEMENT is made pursuant to Chapter 28E of the Code of Iowa which enables political subdivisions in Iowa to provide joint services and facilities with each other and to cooperate in other ways of mutual advantage. Iowa Code § 364.1 acknowledges the powers that may be exercised by city governments; and Iowa Code § 331.301 acknowledges powers that may be exercised by county governments.

WHEREAS, the Parties entered into a 28E Agreement effective as of June 24, 2003, which Agreement was filed in the office of the Dallas County Recorder on July 15, 2003, in Book 2003 at Page 13471; and

WHEREAS, the 2003 28E Agreement expired on June 24, 2018, and the Parties wish to revise and amend that Agreement effective as of the expiration date; and

WHEREAS, the City constructed a low pressure sewer system from its existing sewer lagoon and sewer system facilities to an

area along Highway 169 northerly of Highway 44, and the County subsequently connected to the new sewer system the former Dallas County Care Facility (now the Dallas County Human Services Campus) at 25747 N Avenue, and the Dallas County Secondary Roads Maintenance Facility at 23380 250th Street (collectively the "Facilities"), which Facilities are located outside the City's corporate limits, and

WHEREAS, the County desires to continue to have its Facilities connected to and served by the City's low pressure sewer system, and the City is willing to provide such service; and

WHEREAS, the Parties desire to remove the minimum guarantee contained in the 2003 28E Agreement, and to modify the sewer rates charged by the City to the County.

NOW, THEREFORE, IN CONSIDERATION of their mutual promises and the covenants contained herein, and other good and valuable consideration, it is **AGREED** by and between the City and County as follows:

1. The City will charge the County sewer service charges that are applicable to all sewer customers within the City's corporate limits that are in effect from time to time as established by Chapter 99 of the Code of Ordinances of the City of Dallas Center, as amended. As of the date of this Agreement under the City's Code of Ordinances, each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system based upon the amount of water consumed as follows: \$7.00 per 1,000 gallons, but not less than \$21.00 per month.

2. Each of the Facilities will be considered to be a separate water customer by the City.

3. The County was, and continues to be, responsible for the installation and maintenance, at its cost, of a low pressure grinder pump station to convey the sewage through the low pressure sewer system at each of its Facilities. The City requires the installation of a bar screen or trash basket to remove objects from the wastewater flow that would potentially be detrimental to the grinder pumps or the operation of the low pressure sewer system. The County has previously constructed its service lines to the point of connection with the sewer system line constructed by the City to the point of connection

on the County's Facilities, and the County will continue to be responsible for the maintenance of its service lines.

4. The water flow rate to determine sewer usage charges will be determined by water usage at each of the Facilities. The water usage will be metered, and the sewer gallonage will equal the water gallonage. The County shall timely provide to the City water usage readings from Xenia Rural Water Association.

5. The City will undertake such actions or steps as would be necessary and appropriate to ensure that property located along the corridor of the pressure sewer system will not be subject to mandatory connection requirements imposed by the Iowa Department of Natural Resources under the Iowa Administrative Code, or the City's Code of Ordinances.

6. The City will approve on a voluntary basis connections from any existing or future users located in any part of the unincorporated area to the low pressure sewer system. Such users will be subject to the \$2,000 connection fee established for the West Area Sewer system project. Such users will pay the normal sewer user charges applicable to residents of the City and may be subject to any surcharges for the West Area Sewer System.

7. The County will cooperate in granting necessary approvals for construction in County right-of-way and consenting to any permits necessary for construction within the right-of-way of the Iowa Department of Transportation for U.S. Highway 169.

8. No Separate Legal Entity Created. Pursuant to Iowa Code § 28E.5(2) no separate legal or administrative entity is created under the terms of this Agreement.

9. Administration of the Agreement. The City Clerk of the City of Dallas Center is designated as the administrator of this Agreement.

10. Duration and Termination. This Agreement shall be in effect for a period of ten (10) years from and after its effective date, and shall automatically be continued for successive periods of ten (10) years each unless terminated by a resolution adopted by both the City's City Council and the County's Board of Supervisors at least six (6) months prior to the end of any renewal period.

The Board of Supervisors shall cause this Agreement to be filed in the Office of the Dallas County Recorder and filed with the Iowa Secretary of State following approval by each Party's governing body.

APPROVED BY the Board of Supervisors of Dallas County, Iowa, on the _____ day of _____, 2018, by authority of motion made by _____ and seconded by _____.
Motion voted and carried.

DALLAS COUNTY, IOWA

By _____
Brad Golightly, Chair
Board of Supervisors

ATTEST:

Julia Helm, County Auditor

APPROVED BY the City Council of the City of Dallas Center, Iowa, on the 11th day of December, 2018, by authority of the adoption of Resolution No. 2018-60.

CITY OF DALLAS CENTER, IOWA

By _____
Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk