

AGENDA
Dallas Center City Council
February 12, 2019 –7:00 pm – Memorial Hall

PUBLIC HEARING – on amendment to FY 2018-2019 Dallas Center City Budget

1. Pledge of Allegiance
2. Roll call
3. Action to approve agenda
4. Action to approve consent agenda
 - a. Approve minutes of January 8th regular meeting and January 15th and 16th budget workshops
 - b. January Treasurer's Report, Cash Report, Function Report
 - c. January Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Approve hiring Abby Weddle as Summer Pool Manager at \$15.00/hr effective February 13, 2019, pending background check
 - e. Action on request to allow up to four wineries and four breweries to have wine and beer tasting and sales in Mound Park at Art in the Park on June 2nd
 - f. Action to approve Casey's General Store liquor license Class E with Class B wine permit, Class C beer permit, Class E liquor license and Sunday sales effective 04/01/2019
 - g. Action to approve Twisted Corn liquor license Class C with outdoor service and Sunday sales effective 04/03/2019 (pending dram shop)
 - h. Approve invoices for payment (review committee Kluss and Pion)
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. Plan and Zoning Commission
 - a. Report on The Handlebar & Restaurant
 - b. Action on Resolution 2019-3 – approving further revised Site Plan
7. Meredith Mclean – Eat Greater Des Moines – discussion and possible action on Supplemental Nutrition Assistance Program for the Farmer's Market
8. Jim Boll – report to the Council on American Legion's action to authorize relocation of the Veteran's Memorial monument to the Legion Hall/Memorial Hall property
9. Wilma York – discussion on the Veteran's Memorial Monument relocation
10. Library Board
 - a. Report on plans for Library Addition
 - b. Action to authorize Library Board to enter into agreement with Estes Construction, LLC. of Davenport for construction management
11. Tree Board
 - a. Action on request to purchase 60 bare root Autumn Brilliance serviceberry trees to give away to interested DC residents in April 2019 in conjunction with our sesquicentennial celebration, in an amount of \$399.00 and authorizing the clerk to cut the check. This tree promotion is patterned after one the city did with redbud trees in 1976 to honor the nation's bicentennial.
 - b. Action to approve applying for Trees for Kids grant
 - c. Action to approve purchase of tree seedlings in an amount not to exceed \$300 per year (budgeted out of the street tree line) to replace the Trees for Kids funding if the grant is not received
 - d. Update to council regarding planting trees in the 1400 block of Walnut Street
12. Public Works Report
13. Water Treatment Plant Backwash Improvements Project – Engineer's Report

14. Not to Exceed \$3,025,00 Sewer Revenue Capital Loan Notes (SRF)
 - a. Action to approve Engagement Letter with bond counsel, Ahlers & Cooney, P.C.
 - b. Action on Resolution 2019-2 – fixing date (7 p.m., March 12, 2019) for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed \$3,025,000 Sewer Revenue Capital Loan Notes and providing for publication of notice
15. Engineer's Report – other matters
16. Action to approve Resolution 2019-4 – approving amendment to FY 2018-2019 City Budget
17. Online Utility Payments by Dallas Center residents
 - a. Report by the Clerk
 - b. Action on Resolution 2019-5 – approving a Merchant Agreement with Worldpay, LLC and Government Payment Service, Inc. and a Software Agreement with Data Technologies, Inc.
 - c. Action to authorize Clerk to issue check to Data Technologies for \$571.25 for initial payment
18. Action on Resolution 2019-6 – authorizing transfer of funds
19. Proclamation by Mayor - declaring February 27, 2019 as Iowa Honey Bee Day
20. Action to approve agreement for secure information technology asset disposition with Iron Mountain
21. Action to approve tax abatement applications – 10 applications (600, 603 & 604 Elm Court; 607 & 609 Oak Court; 110 & 112 Lake Shore Drive; 202 North Point Lane; 7 Ridgecrest Lane; 11 Orchard Lane; 2322 230th Street)
22. Action to set Public Hearing on 2019-2020 City Budget for 7 pm on March 12, 2019
23. Council reports
24. Mayor's report
 - a. Council meeting location and action thereon
25. Adjournment

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	Jan Serv	\$540.00
A Leo Pelds Engineering Co	Design	\$8,040.00
Access Systems Leasing	Contract	\$388.60
Acco Unlimited Corp	Supplies	\$292.50
Aetna Behavioral Health, Llc	Ins	\$25.20
Agsourc Cooperative Svcs	Tests	\$709.00
Amega Garage Doors & Openers	Repairs	\$4,090.00
Automatic Door Group Inc	Repairs	\$2,300.00
Baker & Taylor Co.	Books	\$702.68
Baldon Hardware	Supplies	\$22.99
Mmit Business Solutions	Feb Serv	\$99.93
Bay Bridge Administrators	Ins	\$150.63
Brown, Fagen & Rouse	Feb Serv	\$2,250.00
Center Point Large Print	Books	\$48.69
Central Salt, Llc	Supplies	\$3,260.54
Centurylink	Feb Serv	\$539.43
Cintas Corporation #762	Jan Serv	\$124.88
Clarke Mosquito Control	Supplies	\$4,582.01
Compass Minerals America	Supplies	\$3,729.83

Core & Main	Repairs	\$872.16
Crossroads Ag, Llc	Supplies	\$256.71
Culligan Water System	Jan Serv	\$53.05
Dallas County Treasurer	Feb Serv	\$16,970.48
Data Technologies	Software	\$571.25
Delta Dental	Ins	\$45.30
Delta Dental	Ins	\$458.74
Digital Stew Services	Feb Serv	\$255.00
Iowa Dot	Supplies	\$759.60
Eftps	Fed/Fica Tax	\$3,069.47
Eftps	Fed/Fica Tax	\$3,054.63
Eftps	Fed/Fica Tax	\$3,208.95
Electronic Engineering	Jan Serv	\$2,598.50
Elite Electric & Utility	Repairs	\$1,250.00
Faronics	Software	\$66.50
Gatehouse Media	Publications	\$241.94
Gis Benefits	Ins	\$59.82
Gis Benefits	Ins	\$8.58
Heartland Co-Op	Jan Serv	\$2,241.22
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Hofland, Joel	Hsa	\$50.00
Hsa Riesselman, Cindy	Hsa	\$100.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$183.33
Hsa Steele, Kathy	Hsa	\$100.00
Imfoa	Dues	\$100.00
Iowa Prison Industries	Signs	\$1,024.40
Ipers	Ipers	\$6,831.17
Iron Mountain	Jan Serv	\$106.40
Jetco Inc	Equip	\$7,820.60
Karen's Quality Cleaning	Jan Serv	\$475.00
Kempker's True Value	Repairs	\$110.47
Koch Office Group	Copies	\$377.63
Leaf	Jan Serv	\$102.08
Ed Leedom	Jan Serv	\$513.18
Mahon Trucking Llc	Jan Serv	\$945.00
Menards	Repairs/Supplies	\$18.65
Midamerican Energy	Jan Serv	\$1,273.05
Midamerican Energy	Jan Serv	\$4,259.40
Moss Bros, Inc	Repairs	\$191.26
Municipal Supply Inc	Repairs	\$456.25
Napa Auto Parts	Supplies	\$14.74
Nationwide Retirement Sol	Deferred Comp	\$525.00
Northway Well and Pump	Repairs	\$4,840.00

Plumb Supply Company	Repairs	\$1,741.43
Praxair Distribution	Jan Serv	\$30.36
Quick Oil Co	Supplies	\$384.07
Racom Corporation	Supplies	\$16.00
Rhinehart Excavating, Inc	Repairs	\$1,733.26
Cindy Riesselman	Training	\$74.24
Rotary Club of Dallas Center	Dues	\$173.00
Treasurer - State of Iowa	Tax	\$816.02
Treasurer - State of Iowa	Tax	\$1,879.32
Sprayer Specialties, Inc	Repairs	\$128.38
Kathy Steele	Training	\$35.90
Tompkins Industries Inc	Repairs	\$94.45
Usa Blue Book	Supplies	\$491.32
Veenstra & Kimm	Jan Serv	\$4,338.35
Verizon Wireless	Jan Serv	\$120.09
Treasurer - State of Iowa	Tax	\$1,628.00
Waste Management	Jan Serv	\$16,623.58
Waste Solutions of Ia	Dec Serv	\$159.00
Wellmark Bcbs	Ins	\$559.56
Wellmark Bcbs	Ins	\$7,302.73
Wells Fargo	Postage/Supplies	\$2,723.23

**** Paid Total ***** \$139,558.71

General	\$69,968.39
Rut	\$8,145.41
T&A(Eb)	\$10,211.35
T&A(Bc)	\$8,040.00
Water	\$32,283.68
Sewer	\$9,995.60
Storm District	\$914.28

\$139,558.71

Revenues

General Total	\$95,235.51
T&A (Pd) Benevolent Total	\$1.27
T&A(Ft) Total	\$6.24
T&A(Sc) Total	\$20.66
Capital Improvement Total	\$82.07
T&A(SI) Total	\$43.96
Rut Total	\$17,708.07
T&A(Eb) Total	\$2,529.12
Emergency Levy Fund Total	\$251.78

Local Option Sales Tax Total	\$24,852.28
Tif Total	\$483.38
T&A(Rec Program) Rev Total	\$0.00
Burnett Project Total	\$357.99
T&A(Bc) Total	\$193.14
T&A(Burnett Cap Improve) Total	\$232.44
T&A(Pd) Total	\$0.00
Rec Trail Total	\$0.00
Debt Service Total	\$6,798.76
T&A(B) Total	\$4.78
T&A(Y) Total	\$4.90
Water Total	\$35,767.01
Sewer Total	\$24,768.53
Storm District Total	\$4,905.42
Total Revenue By Fund	\$214,247.31

In a series of workshops in January of 2018 the Council developed the budget for the current fiscal year which runs from July 1, 2018, through June 30, 2019. The budget was approved in March of 2018, but there still are about 5 months left in this budget year. The budget is an estimate of revenues and an estimate of the City's expenses. Each year after the close of the fiscal year, the Council approves the Annual Financial Report which is filed with the State of Iowa. The Report shows the actual revenues and expenses during the fiscal year.

State law does not allow the City to spend more than the budgeted amount in each of the ten function categories, without amending the budget. The State does not care, however, if the City spends less than the budgeted amount in any function and does not want the City to amend the budget to show less spending in any category.

That is why the Council is considering an amendment tonight. So let's go through each reason for the amendment under consideration tonight.

Since revenue is the first portion of the amendment form, we will start with the amended revenues:

Revenues:

- 1) We had more building permit revenues as a result of some large projects. We also anticipate several more permits this fiscal year as a result of another plat in Lyn Crest Estates.
- 2) We applied for a Prairie Meadows grant and received \$35,000 rather than the \$30,000 we had budgeted. We also received the Iowa Great Places grant money that we had budgeted to be received last fiscal year.
- 3) Due to the sale of city properties (204 15th Street, 1402 Walnut and a portion of Cherry Street), we received additional revenues.
- 4) Last year when we budgeted for the Local Option Sales Tax, we had no way of knowing the amount that we would receive. We budgeted \$200,000 but we will actually receive \$262,340, so we will adjust our revenues for the additional \$62,340. Due to the fact that we are receiving more LOST revenue than anticipated, we also need to transfer \$15,635 more from the LOST account to the Debt Service account to help with tax relief.
- 5) At a public meeting on December 12, 2017 the council agreed to transfer \$25,000 from the Burnett Recreation fund to the pool depreciation and will move that back to the Burnett Pool subaccount, allowing better tracking of the Burnett funds. Both of the above listed transfers require an amendment to the Transfers Out function ... but since this involves moving money from one City fund to another, it is not really a change in the overall budget. We need to show the change by an amendment.
- 6) Lastly, the city clerk was did an excellent job in negotiating a better interest rate with our bank and we have received more interest than budgeted and will require an amendment to revenues. The total amendment to the revenues portion is \$274,024.00.

Expenses:

1. On June 12, 2018, at a public meeting the Council agreed to spend an extra \$41,850 for maintenance work on Maple Street asphalt overlay. This will require an amendment to the Public Works function.
2. On August 14, 2018, at a public meeting the Council agreed to reroute the storm sewer in the area of Walnut and 10th Streets. These repairs should help alleviate issues in the area of 11th Street also. This now requires a \$25,000 amendment to the Enterprise function.
3. In approximately 2008, local resident Morrie Bryant with Aztec Signs, designed and created a website for the City of Dallas Center. Mr. Bryant has volunteered (free of charge) his time and talent since 2008 on our website. In recent years as his business has grown, he informed us he was

unable to dedicate as much time for our website. We have also received feedback from some residents that they would like more information available on our website. On August 14, 2018, at a public meeting the Council stated that the clerk and councilmember Coon will gather input from the council on redesigning the City's website and begin to research website vendors. On December 11, 2018, at a public meeting the Council approved moving forward with Civic Plus (a website designer) in an amount not to exceed \$5,000 annually for the first three years. This requires an amendment to the General Government function.

4. On August 14, 2018, at a public meeting the Mayor let the council know that the city had received an invoice in the amount of \$2,855.97 from the Dallas County Auditor's office for the special election that was held in July 2018. This expense will require an amendment to the General Government function.
5. During the budget process in January 2018 the Park and Recreation Board identified the tennis court in Mound Park as a FY19 project and applied for grants from Prairie Meadows and Dallas County Foundation. On August 30, 2018, the city received the proceeds of the Prairie Meadow Grant in the amount of \$35,000. This was more than the anticipated grant amount of \$30,000. So the revenue for this grant money will require an amendment to the revenue and the expense will require an amendment to the Culture and Recreation function in the amount of \$5,000.
6. On September 11, 2018, at a public meeting the council approved a security camera purchase and a computer system upgrade for the library in an amount not to exceed \$7,000. This expense requires an amendment to the Culture & Recreation Function.
7. On September 11, 2018, at a public meeting Library Director Cory made the council aware that due to the results of their feasibility study they had decided to pursue the option of an addition and remodel to the current library. On November 13, 2018, at a public meeting the council approved the library's request to accept Pelds Engineering Company's proposal for a conceptual design for the library's remodel/addition in an amount not to exceed \$13,000 paid from the Burnett Library funds. This expense requires an amendment to the Culture & Recreation Function
8. When the budget was developed more than a year ago, the Council did not know how many building permit applications would be received or that our City Zoning Administrator would need to review plans for the Spurgeon Manor Assisted Living Project or the First Presbyterian Church Addition Project. We have had to allocate \$40,000 to that and this requires an amendment to the Public Safety function. An important fact is that this portion is charged back to the permit holder, so the City will be reimbursed for these funds. But this requires us to amend our Budget.
9. One of the priorities of the City is to begin accepting on-line utility payments. We have been researching options and anticipate approving a contract with our software company to allow this to move forward. This will require an amendment in the amount of \$2,000 to the General Government function.
10. The city purchased a laptop and projector. The laptop is used daily by the clerk and during council meetings. The projector is used during the budget workshops and as needed during other city activities. These items require an amendment in the amount of \$2,000 to the General Government function
11. The City has been waiting for direction from the Iowa DNR for several years on how to proceed with handling the water backwash discharge at our water treatment plant. This year we heard back from the DNR that we needed to cease the current way we discharge this water. On October 9, 2018, at a public meeting council approved a resolution ordering construction of the Water

Treatment Plant Backwash Improvements. This project has engineering costs of \$5,000 and requires an amendment to our Enterprise function

12. On November 13, 2018, at a public meeting the council approved Partial Pay Estimate No. 16 to Progressive Structures in the amount of \$17,500. This expense was originally budgeted in FY18 but due to delays the project was not completed until FY19. This requires an amendment to our Enterprise function.
13. On August 14, 2018, at a public meeting the council directed Engineer Veenstra to continue the design (within the street rather than the right-of-way) extending the stormwater line on Hatton Avenue north to Ash Street. This project will use the remaining bond money from the SW Stormwater Project as required by the bond documents. This requires an amendment for the engineering portion in the amount of \$5,000 to the Enterprise fund.
14. When the budget was developed more than a year ago, the city did not know that there would be a significant flooding event in June 2018. The city also had to abate a tree nuisance on private property (this amount will be collected through a lien on the property). The city also had to replace the flashing lights at the school crosswalk. These items require a \$6,000 amendment to the General Government function.

These specific items I have described to you total \$274,024 in increased revenue and \$217,841 in potential increased spending budget amendment that is the subject of tonight's public hearing. The amendment then shows a net increase in revenues of \$56,183. Many of these items already were acted upon by the Council. If the Council adopts this amendment, it does not mean this will be the amount of additional spending in the indicated function categories. We do not know exactly what is going to happen between now and June 30, so the cautious approach is to make a higher estimate of expenses ... and then if the expenses are not that high, the money budgeted simply is not spent and added to savings.

State law requires the City to amend its budget each fiscal year before May 31, and any amendment must be approved before the budgeted amount in each function might be exceeded. That is why this amendment is before the Council tonight.

It is the responsibility of those of us who are community leaders, and those of us who volunteer and work for the betterment of our community and are interested in doing great things in Dallas Center, to make sure everyone knows and understands the decisions made by our council to make our town an even better place to live.

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2018-2019 CITY BUDGET**

The City Council of Dallas Center in DALLAS County, Iowa
will meet at 1502 Walnut Street
at 7:00 pm on 2/12/2019
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2019
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,067,918		1,067,918
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	1,067,918	0	1,067,918
Delinquent Property Taxes	4	0		0
TIF Revenues	5	64,000		64,000
Other City Taxes	6	209,619	62,340	271,959
Licenses & Permits	7	31,265	40,000	71,265
Use of Money and Property	8	37,194	15,700	52,894
Intergovernmental	9	305,536	40,349	345,885
Charges for Services	10	1,094,070		1,094,070
Special Assessments	11	0		0
Miscellaneous	12	25,700	75,000	100,700
Other Financing Sources	13	0		0
Transfers In	14	277,997	40,635	318,632
Total Revenues and Other Sources	15	3,113,299	274,024	3,387,323
Expenditures & Other Financing Uses				
Public Safety	16	328,009	40,000	368,009
Public Works	17	612,238	41,850	654,088
Health and Social Services	18	6,000		6,000
Culture and Recreation	19	449,545	25,000	474,545
Community and Economic Development	20	63,120		63,120
General Government	21	231,478	17,856	249,334
Debt Service	22	309,896		309,896
Capital Projects	23	0		0
Total Government Activities Expenditures	24	2,000,286	124,706	2,124,992
Business Type / Enterprises	25	1,208,841	52,500	1,261,341
Total Gov Activities & Business Expenditures	26	3,209,127	177,206	3,386,333
Transfers Out	27	277,997	40,635	318,632
Total Expenditures/Transfers Out	28	3,487,124	217,841	3,704,965
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-373,825	56,183	-317,642
Beginning Fund Balance July 1	30	5,239,851		5,239,851
Ending Fund Balance June 30	31	4,866,026	56,183	4,922,209

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Revenues-grants, building permits, sale of city properties, LOST, interest, transfers
Expenses-building permits, Maple Street, security cameras, additional grant \$ received, library addition, special election, technology costs, flooding, repairs, water project, storm district projects and repairs, transfers out

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Cindy Riesselman
City Clerk/ Finance Officer Name

Acct #	<u>Revenues</u>	Orig budget amt	Amended amt	New amt	
001-170-4120	Building/D'way Permits	\$30,000.00	\$40,000.00	\$70,000.00	Building permits
001-430-4494	Grant	\$30,000.00	\$5,000.00	\$35,000.00	Prairie Meadows
001-440-4440	Grant	\$0.00	\$35,349.00	\$35,349.00	Iowa Great Places
001-950-4710	General Misc	\$5,000.00	\$75,000.00	\$80,000.00	sale of city properties, Lyn Crest
121-950-4090	LOST	\$200,000.00	\$62,340.00	\$262,340.00	LOST
167-430-4300	T&A(Burnett Rec) Interest	\$2,000.00	\$7,000.00	\$9,000.00	Interest
167-440-4830	T&A(Burnett Pool) Transfer In	\$0.00	\$25,000.00	\$25,000.00	Back from pool depr
169-750-4300	T&A(Burnett Cap Imp) Interest	\$0.00	\$8,700.00	\$8,700.00	Interest
200-910-4830	Debt Service Transfer In	\$92,631.00	\$15,635.00	\$108,266.00	From LOST

Total Revenues	\$359,631.00	\$274,024.00	\$633,655.00
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Acct #	<u>Expenses</u>	Orig budget amt	Amended amt	New amt	
	Public Safety				
001-170-6407	Building Inspection Fees	\$30,000.00	\$40,000.00	\$70,000.00	plan review fees

Total Public Safety	\$30,000.00	\$40,000.00	\$70,000.00
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	Public Works				
110-210-6417	RUT-Street Repairs	\$162,600.00	\$41,850.00	\$204,450.00	Maple Street repairs

Total Public Works	\$162,600.00	\$41,850.00	\$204,450.00
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	Culture & Rec				
001-410-6419	Library-Technology Serv	\$1,400.00	\$7,000.00	\$8,400.00	security cameras
001-430-6385	Parks-Prairie Meadow Grant	\$30,000.00	\$5,000.00	\$35,000.00	add'l grant \$/tennis court
168-410-6721	Burnett Library	\$10,000.00	\$13,000.00	\$23,000.00	conceptual design
Total Culture & Rec		\$41,400.00	\$25,000.00	\$66,400.00	

Comm & Econ Dev

Total Comm & Econ Dev	\$0.00	\$0.00	\$0.00
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	General Gov				
001-610-6599	Mayor/Council Misc	\$4,000.00	\$2,856.00	\$6,856.00	special election
001-620-6419	Clerk-Technology Serv	\$5,000.00	\$7,000.00	\$12,000.00	software and website
001-620-6505	Clerk-Office Equip Purchase	\$3,500.00	\$2,000.00	\$5,500.00	laptop/projector
001-699-6490	Misc unallocated reimburse	\$2,000.00	\$6,000.00	\$8,000.00	res tree removal/flood/flashing lt
Total General Gov		\$14,500.00	\$17,856.00	\$32,356.00	

Debt Service

Total Debt Service	\$0.00	\$0.00	\$0.00
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	Enterprise Fund				
600-810-6407	Water-Engineering	\$0.00	\$5,000.00	\$5,000.00	Backwash Project
740-865-6379	Storm District-Maint/Repairs	\$15,000.00	\$25,000.00	\$40,000.00	10th & Walnut repairs
740-865-6407	Storm District-Engineering	\$0.00	\$5,000.00	\$5,000.00	Hatton Ave storm project
740-865-6765	Storm District-Capital Improve	\$0.00	\$17,500.00	\$17,500.00	SW storm retainage
Total Enterprise Fund		\$15,000.00	\$52,500.00	\$67,500.00	

Transfers Out

121-910-6910	LOST-Transfer Out	\$50,000.00	\$15,635.00	\$65,635.00	to DS for tax relief
029-910-6910	Depr Pool-Transfer Out	\$0.00	\$25,000.00	\$25,000.00	back to Burnett Pool
Total Transfers Out		\$50,000.00	\$40,635.00	\$90,635.00	

Total expenses	\$313,500.00	\$217,841.00	\$531,341.00
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The Dallas Center City Council met in regular session January 8, 2019 at 7:00 pm. Mayor Kidd called the meeting to order. Council members present included David Bagby, Danny Beyer, Curtis Pion and Ryan Coon. Ryan Kluss was not present.

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

Motion by Coon, 2nd by Bagby to approve consent agenda [approve minutes of December 11th regular meeting; December Treasurer's Report; December Law Enforcement, Fire/Rescue, Compliance and Water Reports; approve invoices for payment (review committee Coon and Beyer); approve Dallas County Foundation grant application; approve Trees Forever grant application; approve K&E Distributing Street Closing Request]. Motion passed 4-0.

Public Communications and Concerns-

Robert Haxton shared his opinion on Resolution 2019-1.

Julie Becker shared her opinion on public comments and minutes.

Council stated the minutes are the actions of the council and will remain high level regarding public comments.

Bob King shared Healthy Hometown Initiative information.

Shelly Cory – request to move Veteran's Memorial Monument from current location behind the library to the front area of Memorial Hall/Legion Hall per approval from Legion and Auxiliary members on November 12, 2018. The library is hoping for a spring timeframe for the relocation. Jim Boll shared his support of moving the monument from the current location to Memorial/Legion Hall. Motion by Pion, 2nd by Bagby to approve the request to move the Veteran's Memorial Monument from its current location at the cost of the city. Motion passed 4-0.

Council approved Bob King's request that City assist SAILDC to cover a portion of the liability insurance in the amount of \$1500 in FY20. Bob shared that there were 241 trips last year with 29 Dallas Center citizens and 14 active drivers taking people to appointments, shopping, etc. This equates to approximately \$5000 in volunteer services to the community and its residents. This insurance pays for driving records and criminal record checks.

Slaughter gave the public works report listing some of the items completed in the past month: small snow/ice events, water main break repairs, holiday decoration removal, gas leak, storm sewer repairs at 10th and Walnut, signs at water wells, speed signs updated, 911 address posts and signs installed on Hwy. 44.

Veenstra gave an update of the Water Treatment Plant Backwash Improvements Project-permitting process continues with the DOT.

Engineer's Report, other matters - city is on the IUP list for the wastewater plant, financial advisor is mandatory per the bonding requirements.

Motion by Beyer, 2nd by Bagby to approve Resolution 2019-1 – updating and establishing policies and procedures for the examination and copying of public records maintained by the City of Dallas Center. Roll call all ayes, motion passed.

Motion by Pion, 2nd by Beyer to approve Ordinance No. 529 - increasing the fees for the commercial solid waste removal rate to a minimum of \$ 21.43 each month effective April 16, 2019, first reading. Roll call all ayes, motion passed.

Motion by Pion, 2nd by Beyer to waive the 2nd and 3rd readings of Ordinance 529 with the effective date of April 16th. Roll call all ayes, motion passed.

Motion by Pion, 2nd by Coon to set public hearing on the FY 2018-2019 budget amendment for February 12, 2019 at 7:00 PM. Motion passed 4-0.

Council reports- Beyer stated that the next Economic Development meeting is January 19th.

Mayor's report-

Reminder of budget workshops on January 15th and 16th at 6:00 pm at Memorial Hall

Sale has been completed on 204 15th Street

Annexation – exploratory letter or fact sheet to share with property owners, collect applications

Meeting adjourned at 7:38 pm.

Cindy Riesselman, City Clerk

Claims

Access Systems Leasing	Jan Serv	\$258.27
Acco Unlimited Corp	Chemicals	\$149.80
Ventilation Services Of	Jan Serv	\$568.00
Agsource Cooperative	Tests	\$524.50
Ahlers & Cooney, Pc	Jan Serv	\$1,442.73
Alley Auto Sales	Repairs	\$25.00
Andy Schmitz	Trees	\$480.00
Ascap	Annual Fee	\$357.00
Automatic Door Group Inc	Repairs	\$196.70
Baker & Taylor Co.	Books	\$608.96
Mmit Business Solutions Group	Jan Serv	\$99.93
Bay Bridge Administrators	Insurance	\$100.42
Brown, Fagen & Rouse	Jan Serv	\$2,250.00
Center Point Large Print	Books	\$121.40
Centurylink	Dec Serv	\$538.95
Cintas Corporation #762	Dec Serv	\$104.18
Civicplus, Inc	Website	\$4,500.01
Core & Main	Repairs	\$15.00
Culligan Water System	Jan Serv	\$11.95
Dallas County Treasurer	Jan Serv	\$16,970.48
Data Technologies	Supplies	\$141.06
Delta Dental	Insurance	\$29.36
Delta Dental	Insurance	\$474.68
Digital Stew Services	Jan Serv	\$383.25
Dmc Welding & Repair Llc	Repairs	\$188.90
Iowa Dept Of Transportation	Posts	\$198.71
Ed Leedom	Dec Serv	\$411.73

Eftps	Fed/Fica Tax	\$3,320.50
Eftps	Fed/Fica Tax	\$3,533.14
Elite Electric & Utility	Repairs	\$23,545.00
Gatehouse Media Iowa	Publications	\$525.87
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$28.52
Grainger	Supplies	\$352.34
Heartland Co-Op	Dec Serv	\$698.46
Heartland Fiber Co	Programming	\$375.00
House Beautiful	Subscription	\$14.97
Hsa Cory, Rochelle	Hsa	\$3,900.00
Hsa Hofland, Joel	Hsa	\$1,950.00
Hsa Riesselman, Cindy	Hsa	\$3,900.00
Hsa Scrivner, April	Hsa	\$1,950.00
Hsa Slaughter, Brian	Hsa	\$3,983.33
Hsa Steele, Kathy	Hsa	\$3,900.00
Iowa Prison Industries	Signs	\$756.40
Ipers	Ipers	\$5,023.36
Iron Mountain	Dec Serv	\$53.39
Karen's Quality Cleaning	Dec Serv	\$475.00
Kempker's True Value	Repairs	\$17.93
Leaf	Jan Serv	\$102.08
Menards	Repairs/Supplies	\$2,959.52
Midamerican Energy	Dec Serv	\$5,237.13
Municipal Emergency Services	Supplies	-\$53.31
Napa Auto Parts	Repairs	\$55.51
Nationwide Retirement Sol	Deferred Comp	\$350.00
Office Depot	Supplies	\$186.74
Omnisite	Repairs	\$135.72
Petty Cash-City	Postage	\$6.41
Plumb Supply Company	Repairs	\$81.03
Praxair Distribution	Dec Serv	\$29.75
Rhinehart Excavating, Inc	Dec Serv	\$980.00
Treasurer - State of Iowa	Taxes	\$793.62
Treasurer - State of Iowa	Taxes	\$1,838.75
Sandry Fire Supply	Repairs	\$139.00
Storey Kenworthy/Matt Parrott	Supplies	\$144.96
Usa Blue Book	Supplies	\$290.13
Veenstra & Kimm	Dec Serv	\$4,760.12
Verizon Wireless	Dec Serv	\$120.05
Treasurer - State of Iowa	Taxes	\$1,151.00
Waste Management	Dec Serv	\$16,559.55
Waste Solutions of IA	Dec Serv	\$95.40
Wellmark Bcbs	Insurance	\$320.14

Wellmark Bcbs	Insurance	\$7,542.15
Wells Fargo	Supplies/Postage	\$354.25

Report Total	\$133,673.76
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General	\$71,697.07
T&A(SI)	\$375.00
Rut	\$2,936.22
T&A(Eb)	\$10,391.16
Water	\$14,056.78
Sewer	\$9,105.97
Storm District	\$25,111.56

Total By Fund	\$133,673.76
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Revenues

General Total	\$60,037.06
T&A (Pd) Benevolent Total	\$1.29
T&A(Ft) Total	\$6.34
T&A(Sc) Total	\$21.00
Capital Improvement Total	\$1,523.44
T&A(SI) Total	\$173.60
Rut Total	\$18,422.65
T&A(Eb) Total	\$7,132.01
Emergency Levy Fund Total	\$712.54
Local Option Sales Tax Total	\$24,813.88
Tif Total	\$2,364.10
Burnett Project Total	\$8,363.97
T&A(Bc) Total	\$196.36
T&A(Burnett Cap Improve) Total	\$8,236.33
Debt Service Total	\$10,904.44
T&A(B) Total	\$4.86
T&A(Y) Total	\$4.98
Water Total	\$38,601.85
Sewer Total	\$30,358.24
Storm District Total	\$4,906.92
Total Revenue by Fund	\$216,785.86

The Dallas Center City Council met in special session January 15, 2019 at 6:00 pm. Mayor Michael Kidd called the meeting to order. Council members present included, David Bagby, Ryan Coon, Curtis Pion and Danny Beyer. Ryan Kluss was not present.

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

The council and department managers went through the FY2020 budget, no action was taken. Chris Watkins spoke to council regarding additional funding for DC Celebrations (liability insurance). They will continue with a budget workshop on Wednesday, January 16, 2019 at 6:00 pm.

The public hearing and approval of the budget (formal action) will take place on March 12th.

Meeting adjourned at 8:08 pm.

Cindy Riesselman
City Clerk

The Dallas Center City Council met in special session January 16, 2019 at 6:00 pm. Mayor Michael Kidd called the meeting to order. Council members present included, David Bagby, Ryan Coon, Curtis Pion, Danny Beyer and Ryan Kluss.

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

The council continued work on the FY2020 budget. Bob King spoke regarding the services SAILDC provides to citizens as well as gave an update on the Healthy Hometown Initiative. Scott Gustafson spoke to the council regarding economic development in the downtown area, a downtown revitalization program and grant opportunities.

The public hearing and approval of the budget (formal action) will take place on March 12th.

Meeting adjourned at 7:29 pm.

Cindy Riesselman
City Clerk

TREASURER'S REPORT
CALENDAR 1/2019, FISCAL 7/2019

FUND		LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001	GENERAL	877,553.36	95,235.51	79,223.37	.00	893,565.50
011	T&A (PD) BENEVOLENT	761.26	1.27	.00	.00	762.53
015	T&A(FT)	253,742.02	6.24	.00	.00	253,748.26
021	T&A(SC)	12,394.44	20.66	.00	.00	12,415.10
029	CAPITAL IMPROVEMENT	339,249.62	82.07	.00	.00	339,331.69
041	T&A(SL)	18,209.24	43.96	375.00	.00	17,878.20
110	RUT	247,582.00	17,708.07	6,292.60	.00	258,997.47
112	T&A(EB)	66,356.18	2,529.12	28,350.97	.00	40,534.33
119	EMERGENCY LEVY FUND	1,618.66	251.78	.00	.00	1,870.44
121	LOCAL OPTION SALES TAX	121,449.12	24,852.28	.00	.00	146,301.40
125	TIF	8,339.99	483.38	895.58	.00	7,927.79
166	T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167	BURNETT PROJECT	614,810.28	357.99	.00	.00	615,168.27
168	T&A(BC)	743,890.50	193.14	.00	.00	744,083.64
169	T&A(BURNETT CAP IMPROVE)	639,476.37	232.44	.00	.00	639,708.81
177	T&A(PD)	.00	.00	.00	.00	.00
180	REC TRAIL	.00	.00	.00	.00	.00
200	DEBT SERVICE	98,680.32	6,798.76	.00	.00	105,479.08
501	T&A(B)	14,869.26	4.78	.00	.00	14,874.04
502	T&A(Y)	12,941.55	4.90	.00	.00	12,946.45
600	WATER	581,072.61	35,767.01	21,386.75	.00	595,452.87
610	SEWER	887,385.73	24,768.53	17,751.26	.00	894,403.00
740	STORM DISTRICT	202,061.04	4,905.42	25,111.28	.00	181,855.18
Report Total		5,742,443.55	214,247.31	179,386.81	.00	5,777,304.05

BALANCE SHEET
CALENDAR 1/2019, FISCAL 7/2019

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	5,067.96-	9,774.98
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)	.00	.00
110-000-1110	CHECKING-RUT	13,498.80	13,498.80
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	2,105.20	3,313.67-
119-000-1110	CHECKING-EMERG LEVY	.00	.00
121-000-1110	CHECKING-LOST	.02	24,649.88
121-000-1111	CHECKING-LOST PROP TAX RELIEF	.00	.00
121-000-1112	CHECKING-LOST SWIM POOL	.00	.00
125-000-1110	CHECKING-TIF	.00	.00
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	.00	.00
167-000-1111	CHECKING-T&A(BURNETT REC/POOL)	.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	.00	.00
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	11,587.59-	13,727.89
600-000-1111	CHECKING-WATER SINKING	.00	.00
600-000-1112	CHECKING-T&A(M)	.00	.00
600-000-1113	CHECKING-WATER IMPROVEMENT	.00	.00
600-000-1114	CHECKING-WATER RESERVE	.00	.00
610-000-1110	CHECKING-SEWER	9,477.96-	14,853.08
610-000-1111	CHECKING-SEWER SINKING	.00	.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	4,419.68-	6.49-
	CHECKING TOTAL	14,949.17-	73,184.47
001-000-1120	PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1160	SAVINGS-GENERAL	21,080.10	473,690.52

BALANCE SHEET

CALENDAR 1/2019, FISCAL 7/2019

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	1.27	762.53
015-000-1160	SAVINGS-T&A(FT)	6.24	3,748.26
021-000-1160	SAVINGS-T&A(SC)	20.66	12,415.10
029-000-1160	SAVINGS-DEPR POLICE	3.33	1,998.70
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	49.01	29,459.51
029-000-1162	SAVINGS-DEPR PARK	14.05	8,445.97
029-000-1163	SAVINGS-DEPR SWIM POOL	15.13	9,094.73
029-000-1164	SAVINGS-DEPR P/W BLDG	.55	332.78
041-000-1160	SAVINGS-T&A(SL)	331.04-	17,878.20
110-000-1160	SAVINGS-RUT	2,083.33-	146,317.84
110-000-1161	SAVINGS-DEPR RUT EQUIP	.00	29,180.83
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	27,927.05-	43,848.00
119-000-1160	SAVINGS-EMERG LEVY	251.78	1,870.44
121-000-1160	SAVINGS-LOST	24,852.26	121,651.52
121-000-1161	SAVINGS-LOST PROP TAX RELIEF	.00	.00
121-000-1162	SAVINGS-LOST SWIM POOL	.00	.00
125-000-1160	SAVINGS-TIF	412.20-	7,927.79
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	357.99	215,168.27
167-000-1161	SAVINGS-T&A(BURNETT REC/POOL)	.00	.00
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	193.14	116,083.64
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	232.44	139,708.81
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	.00	.00
200-000-1160	SAVINGS-DEBT SERV	6,798.76	105,479.08
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)	4.78	2,874.04
502-000-1160	SAVINGS-T&A(Y)	4.90	2,946.45
600-000-1160	SAVINGS-WATER	21,173.40	470,584.49
600-000-1161	SAVINGS-WATER SINKING	4,794.45	34,398.93
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	12,779.90	445,745.86
610-000-1161	SAVINGS-SEWER SINKING	3,715.33	37,225.47
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	15,786.18-	181,861.67
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	SAVINGS TOTAL	49,809.67	2,834,019.58
001-000-1170	CD-GENERAL	.00	410,000.00
001-000-1171	CD-GENERAL	.00	.00
015-000-1170	CD-T&A (FT)	.00	200,000.00
015-000-1171	CD-T&A (FT)	.00	50,000.00
021-000-1170	CD-T&A (SC)	.00	.00
029-000-1170	CD-DEPR POLICE	.00	65,000.00
029-000-1171	CD-DEPR NON RUT EQUIP	.00	40,000.00

BALANCE SHEET
CALENDAR 1/2019, FISCAL 7/2019

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
029-000-1172	CD-DEPR PARK	.00	.00
029-000-1173	CD-DEPR SWIM POOL	.00	85,000.00
029-000-1174	CD-DEPR P/W BLDG	.00	80,000.00
029-000-1175	CD-DEPR P/W BLDG	.00	20,000.00
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	100,000.00
167-000-1171	CD-T&A(BURNETT REC/POOL)	.00	300,000.00
168-000-1170	CD-BC LIBRARY	.00	628,000.00
169-000-1170	CD-BC CAP IMPROVE	.00	500,000.00
501-000-1170	CD-T&A (B)	.00	12,000.00
502-000-1170	CD-T&A (Y)	.00	10,000.00
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	2,870,000.00
		=====	=====
	TOTAL CASH	34,860.50	5,777,304.05
		=====	=====

BUDGET REPORT

CALENDAR 2/2019, FISCAL 8/2019

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-110-6010	POLICE-WAGES	118,061.00	9,460.53	75,684.24	64.11
001-110-6181	POLICE-CLOTHING	600.00	50.00	400.00	66.67
001-110-6210	POLICE-DUES,M'SHIPS, SPE	.00	.00	.00	.00
001-110-6230	POLICE-TRAINING	550.00	41.67	333.36	60.61
001-110-6310	POLICE-OFFICE RENTAL/MAI	.00	.00	.00	.00
001-110-6331	POLICE-VEHICLE OPERATION	24,000.00	1,975.33	15,802.64	65.84
001-110-6332	POLICE-VEHICLE/EQUIP REP	.00	.00	.00	.00
001-110-6371	POLICE-UTILITIES	300.00	.00	118.22	39.41
001-110-6373	POLICE-TELEPHONE	800.00	64.00	512.00	64.00
001-110-6419	POLICE-TECHNOLOGY SERVIC	2,820.00	233.33	1,866.64	66.19
001-110-6499	POLICE-RESERVE OFFICERS	.00	.00	.00	.00
001-110-6505	POLICE-PIONEER GRANT	.00	.00	.00	.00
001-110-6506	POLICE-OFFICE SUPPLIES	.00	.00	.00	.00
001-110-6507	POLICE-OPERATING SUPPLIE	2,100.00	173.33	1,386.64	66.03
001-110-6599	POLICE-PUBLIC RELATIONS	.00	.00	.00	.00
011-110-6599	T&A(PD) BENEVOLENT	.00	.00	.00	.00
029-110-6799	DEPR-POLICE EXPENSE	.00	.00	.00	.00
112-110-6110	POLICE-FICA	9,032.00	723.73	5,789.84	64.10
112-110-6130	POLICE-IPERS	11,523.00	936.59	7,492.72	65.02
112-110-6150	POLICE-GROUP INSURANCE	36,765.00	3,061.33	24,490.64	66.61
112-110-6155	CITY SHARE- HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	1,938.00	228.31	1,826.48	94.25
112-110-6170	POLICE-UNEMPLOYMENT	161.00	22.33	178.64	110.96
112-110-6181	POLICE-UNIFORM ALLOWANCE	.00	.00	.00	.00
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	208,650.00	16,970.48	135,882.06	65.12
001-150-6010	FIRE DEPT-SALARIES	18,000.00	.00	7,200.00	40.00
001-150-6150	FIRE DEPT-GROUP INSURANC	.00	.00	.00	.00
001-150-6210	FIRE DEPT-DUES	300.00	.00	.00	.00
001-150-6230	FIRE DEPT-TRAINING	3,000.00	.00	17.50	.58
001-150-6310	FIRE DEPT-BUILDING MAINT	3,000.00	.00	1,564.70	52.16
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	37.28	866.77	28.89
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	.00	2,400.78	21.83
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	130.88	1,039.71	64.98
001-150-6412	FIRE DEPT-HEALTH/FITNESS	1,000.00	.00	134.65	13.47
001-150-6415	FIRE DEPT-HYDRANT RENT	.00	.00	.00	.00
001-150-6419	FIRE DEPT-TECHNOLOGY SER	1,000.00	7.95	1,203.28	120.33
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	15,000.00	2,614.50	14,032.43	93.55
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	30.36	1,541.40	51.38
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	21,000.00	.00	4,874.10	23.21
015-150-6505	T&A(FT)-EXPENSES	.00	.00	.00	.00
112-150-6110	FIRE-FICA	1,377.00	.00	550.98	40.01
112-150-6130	FIRE-IPERS	582.00	.00	113.66	19.53
112-150-6155	CITY SHARE- HSA	.00	.00	374.40	.00
112-150-6160	FIRE-WORKER'S COMP	6,000.00	.00	1,341.00	22.35
	FIRE TOTAL	88,859.00	2,820.97	37,255.36	41.93
001-170-6407	BUILDING INSPECTION FEES	70,000.00	612.00	38,418.63	54.88
	BUILDING INSPECTIONS TOT	70,000.00	612.00	38,418.63	54.88
001-190-6499	ANIMAL IMPOUNDMENT	500.00	.00	62.50	12.50
	ANIMAL CONTROL TOTAL	500.00	.00	62.50	12.50

BUDGET REPORT

CALENDAR 2/2019, FISCAL 8/2019

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	PUBLIC SAFETY TOTAL	368,009.00	20,403.45	211,618.55	57.50
001-210-6010	STREETS-WAGES	42,253.00	1,769.68	28,040.68	66.36
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	173.00	528.50	75.50
001-210-6332	STREETS-VEHICLE MAINT	100.00	.00	.00	.00
001-210-6417	STREETS-2012 REPAIRS	.00	.00	.00	.00
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	.00	213.00	21.30
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,000.00	.00	447.13	44.71
021-210-6417	T&A(SC)-REFUNDS	1,000.00	.00	.00	.00
029-210-6710	DEPR-NON RUT EQUIP	.00	.00	.00	.00
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	165.86	1,731.01	57.70
110-210-6407	RUT-ENGINEERING	.00	.00	.00	.00
110-210-6408	RUT-LIABILITY INSURANCE	10,000.00	.00	.00	.00
110-210-6417	RUT-STREET REPAIRS/MAINT	204,450.00	.00	184,441.86	90.21
110-210-6425	RUT-SIDEWALK IMPROVEMENT	2,000.00	.00	268.00	13.40
110-210-6490	RUT-13ST STREET SIDEWALK	.00	.00	.00	.00
110-210-6504	RUT-STREET EQUIP	.00	.00	.00	.00
110-210-6710	RUT-DEPR EQUIP EXPENSES	.00	.00	.00	.00
112-210-6110	STREETS-FICA - STREETS	3,232.00	135.39	2,175.76	67.32
112-210-6130	STREETS-IPERS	3,989.00	154.45	2,631.61	65.97
112-210-6150	STREETS-GROUP INSURANCE	7,069.00	.00	4,165.28	58.92
112-210-6155	CITY SHARE- HSA	2,387.00	46.01	2,215.93	92.83
112-210-6160	STREETS-WORKER'S COMP	5,000.00	.00	399.00	7.98
112-210-6170	STREETS-UNEMPLOYMENT	.00	.00	.00	.00
112-210-6181	STREETS-UNIFORM ALLOWANC	400.00	.00	400.00	100.00
	ROADS, BRIDGES, SIDEWALK	287,580.00	2,444.39	227,657.76	79.16
110-230-6371	RUT-STREET LIGHTS	25,000.00	405.24	12,341.64	49.37
110-230-6509	RUT-STREET SIGNS	2,500.00	916.95	2,047.10	81.88
	STREET LIGHTING TOTAL	27,500.00	1,322.19	14,388.74	52.32
110-250-6331	RUT-SNOW REM VEHICLE OPE	3,500.00	804.23	889.22	25.41
110-250-6332	RUT-SNOW REM VEHICLE REP	4,000.00	117.83	169.58	4.24
110-250-6499	RUT-SNOW REM CONTRACT LA	4,000.00	945.00	945.00	23.63
110-250-6599	RUT-SNOW REM SUPPLIES	8,500.00	3,517.25	6,452.25	75.91
	SNOW REMOVAL TOTAL	20,000.00	5,384.31	8,456.05	42.28
001-290-6010	GARBAGE-WAGES	13,865.00	533.33	9,001.90	64.93
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	2,195.00	100.00
001-290-6418	GARBAGE-SALES TAX	5,000.00	.00	2,556.41	51.13
001-290-6499	GARBAGE-FEES	196,330.00	16,623.58	131,749.54	67.11
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	.00	376.69	31.39
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	.00	.00
112-290-6110	GARBAGE-FICA	1,061.00	40.80	688.66	64.91
112-290-6130	GARBAGE-IPERS	1,309.00	50.35	849.82	64.92
112-290-6150	GARBAGE-GROUP INSURANCE	7,956.00	.00	4,056.70	50.99
112-290-6155	CITY SHARE- HSA	2,294.00	29.00	1,517.50	66.15
	GARBAGE TOTAL	232,710.00	17,277.06	152,992.22	65.74
001-299-6010	GARAGE-WAGES	26,491.00	1,020.67	17,222.19	65.01
001-299-6310	GARAGE-BUILDING REPAIRS	5,000.00	4,118.20	5,504.47	110.09
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	165.86	1,899.45	54.27
001-299-6332	GARAGE-VEHICLE REPAIRS	4,000.00	.00	4,247.75	106.19

BUDGET REPORT

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-299-6371	GARAGE-UTILITIES	3,000.00	482.73	1,538.68	51.29
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,000.00	182.62	2,982.65	74.57
001-299-6490	STREET TREES	23,000.00	.00	11,905.78	51.76
001-299-6507	GARAGE-OPERATING SUPPLIE	5,000.00	.00	2,117.37	42.35
029-299-6799	DEPR-P/W BLDG EXPENSE	.00	.00	.00	.00
112-299-6110	GARAGE-FICA	2,027.00	78.09	1,317.60	65.00
112-299-6130	GARAGE-IPERS	2,501.00	94.98	1,602.26	64.06
112-299-6150	GARAGE-GROUP INSURANCE	4,729.00	.00	2,629.72	55.61
112-299-6155	CITY SHARE- HSA	1,550.00	29.01	1,276.99	82.39
112-299-6160	GARAGE-WORKER'S COMP	1,500.00	.00	255.00	17.00
	OTHER PUBLIC WORKS TOTAL	86,298.00	6,172.16	54,499.91	63.15
	PUBLIC WORKS TOTAL	654,088.00	32,600.11	457,994.68	70.02
001-350-6501	MOSQUITO SPRAYING	6,000.00	4,582.01	4,582.01	76.37
	WATER,AIR,MOSQUITO CONTR	6,000.00	4,582.01	4,582.01	76.37
	HEALTH & SOCIAL SERVICES	6,000.00	4,582.01	4,582.01	76.37
001-410-6010	LIBRARY-WAGES	77,913.00	2,850.42	48,909.62	62.77
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	5,000.00	2,544.50	5,385.21	107.70
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	100.99	20.20
001-410-6340	LIBRARY-COMPUTER MAINT	4,000.00	66.50	1,820.75	45.52
001-410-6371	LIBRARY-UTILITIES	6,000.00	423.00	3,605.26	60.09
001-410-6373	LIBRARY-TELEPHONE	2,500.00	174.85	1,399.13	55.97
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	8,400.00	102.08	6,065.64	72.21
001-410-6502	LIBRARY-BOOKS	16,000.00	816.62	11,170.34	69.81
001-410-6505	LIBRARY-OFFICE FURNITURE	500.00	.00	.00	.00
001-410-6507	LIBRARY-SUPPLIES/PROC/DU	6,000.00	587.76	4,314.59	71.91
001-410-6508	LIBRARY-POSTAGE	1,800.00	79.33	934.61	51.92
001-410-6599	LIBRARY-EQUIPMENT	.00	.00	.00	.00
041-410-6502	T&A(SL)-EXPENSES	5,000.00	.00	1,311.09	26.22
112-410-6110	LIBRARY-FICA	5,960.00	218.07	3,741.59	62.78
112-410-6130	LIBRARY-IPERS	7,355.00	269.08	4,617.02	62.77
112-410-6150	LIBRARY-GROUP INSURANCE	17,835.00	.00	9,794.46	54.92
112-410-6155	CITY SHARE- HSA	6,200.00	100.00	4,600.00	74.19
112-410-6160	LIBRARY-WORKER'S COMP	200.00	.00	60.00	30.00
168-410-6721	T&A(BURNETT LIBRARY)-EXP	23,000.00	8,040.00	10,673.23	46.41
501-410-6502	T&A BOOKS-EXPENSE	1,000.00	.00	.00	.00
	LIBRARY TOTAL	195,413.00	16,272.21	118,503.53	60.64
001-430-6010	PARKS-WAGES	40,471.00	566.63	17,244.11	42.61
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	15,000.00	.00	2,851.95	19.01
001-430-6320	PARKS-GROUND MAINT/REPAI	11,000.00	699.00	6,210.64	56.46
001-430-6331	PARKS-VEHICLE OPERATION	2,000.00	.00	1,233.86	61.69
001-430-6350	PARKS-EQUIP REPAIRS	1,000.00	.00	64.55	6.46

BUDGET REPORT

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PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-430-6371	PARKS-UTILITIES	2,200.00	172.01	1,432.24	65.10
001-430-6385	PARKS-PRAIRIE MEADOW GRA	35,000.00	.00	180.00	.51
001-430-6390	PARKS-DALLAS COUNTY FOUN	7,500.00	.00	.00	.00
001-430-6399	PARKS-PARK EQUIP/MAINT	30,000.00	.00	368.77	1.23
001-430-6450	PARKS-TREE MAINT	5,000.00	.00	.00	.00
001-430-6460	TREES PLEASE GRANT EXPEN	2,000.00	.00	.00	.00
001-430-6461	TREES FOREVER GRANT EXPE	1,500.00	.00	.00	.00
001-430-6495	PARKS-ACTIVITIES	200.00	.00	.00	.00
001-430-6507	PARKS-MISC OPERATING SUP	2,000.00	.00	153.70	7.69
029-430-6720	DEPR-PARK EXPENSES	.00	.00	.00	.00
112-430-6110	PARKS-FICA	3,096.00	43.35	1,319.11	42.61
112-430-6130	PARKS-IPERS	3,428.00	52.95	917.74	26.77
112-430-6150	PARKS-GROUP INSURANCE	791.00	.00	666.88	84.31
112-430-6155	CITY SHARE- HSA	248.00	8.01	497.49	200.60
112-430-6160	PARKS-WORKER'S COMP	675.00	.00	178.00	26.37
112-430-6181	PARKS-UNIFORM ALLOWANCE	.00	.00	.00	.00
167-430-6320	T&A(BURNETT REC)-PARK IM	30,000.00	.00	4,000.00	13.33
167-430-6910	T&A(BURNETT REC)-TRANSFE	.00	.00	.00	.00
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	193,309.00	1,541.95	37,319.04	19.31
001-440-6010	SWIM POOL-WAGES	49,943.00	279.60	39,443.80	78.98
001-440-6230	SWIM POOL-CPO TRAINING	500.00	.00	.00	.00
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	713.46	1,259.70	12.60
001-440-6350	SWIM POOL-OPER EQUIP REP	1,000.00	.00	.00	.00
001-440-6371	SWIM POOL-UTILITIES	3,500.00	.00	2,534.95	72.43
001-440-6373	SWIM POOL-TELEPHONE	500.00	25.24	328.14	65.63
001-440-6418	SWIM POOL-SALES TAX	2,500.00	.00	431.83	17.27
001-440-6501	SWIM POOL-CHEM/INSPEC	6,000.00	.00	1,203.91	20.07
001-440-6507	SWIM POOL-OPERATING SUPP	3,000.00	7.95	1,577.23	52.57
029-440-6599	DEPR-POOL DONATION EXPEN	.00	.00	.00	.00
029-440-6710	DEPR-SWIM POOL EXPENSES	.00	.00	.00	.00
112-440-6110	SWIM POOL-FICA	3,821.00	21.39	3,017.53	78.97
112-440-6130	SWIM POOL-IPERS	655.00	26.11	441.59	67.42
112-440-6150	SWIM POOL-GROUP INS	1,846.00	.00	1,022.43	55.39
112-440-6155	CITY SHARE- HSA	558.00	12.51	514.28	92.16
112-440-6160	SWIM POOL-WORKER'S COMP	2,000.00	.00	.00	.00
166-440-6599	T&A(REC PROGRAM) EXPENSE	.00	.00	.00	.00
167-440-6801	T&A(BURNETT REC) PRINCIP	.00	.00	.00	.00
180-440-6320	REC TRAIL-EXPENSES	.00	.00	.00	.00
180-440-6380	REC TRAIL-PROJ MAIN ST G	.00	.00	.00	.00
180-440-6407	ENGINEERING	.00	.00	.00	.00
180-440-6499	REC TRAIL-TRAILHEAD ARTW	.00	.00	.00	.00
180-440-6801	REC TRAIL-BURNETT PRINC	.00	.00	.00	.00
180-440-6851	REC TRAIL-BURNETT INT	.00	.00	.00	.00
502-440-6505	T&A YOUTH-EXPENSES	.00	.00	.00	.00
	RECREATION TOTAL	85,823.00	1,086.26	51,775.39	60.33
	CULTURE & RECREATION TOT	474,545.00	18,900.42	207,597.96	43.75
001-520-6210	ECON DEV-DUES	4,500.00	.00	3,246.00	72.13

BUDGET REPORT

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-520-6371	ECON DEV-UTILITIES	350.00	.00	100.94	28.84
001-520-6402	ECON DEV-ADVERTISING/SIG	1,000.00	.00	.00	.00
001-520-6407	ECON DEV-ENGINEERING	.00	.00	935.10	.00
001-520-6413	ECON DEV-PAYMENT OTHER A	6,000.00	.00	4,500.00	75.00
001-520-6470	ECON DEV-COMPLIANCE	10,000.00	521.13	3,463.16	34.63
001-520-6490	ECON DEV-MISC EXPENSE	19,670.00	.00	18,472.58	93.91
001-520-6499	ECON DEV-OTHER PROF SERV	1,500.00	.00	2,000.00	133.33
001-520-6761	ECON DEV-WALNUT ST INTER	.00	.00	.00	.00
125-520-6411	TIF-LEGAL EXPENSES	.00	.00	.00	.00
125-520-6499	TIF-PIONEER REBATE AGREE	20,000.00	.00	.00	.00
125-520-6799	TIF-STREETSCAPE	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOT	63,020.00	521.13	32,717.78	51.92
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	.00	61.00	5,972.10	.00
001-540-6414	P&Z-PUBLICATIONS	100.00	.00	93.72	93.72
001-540-6490	P&Z-MISC	.00	.00	.00	.00
	PLANNING & ZONING TOTAL	100.00	61.00	6,065.82	6,065.82
	COMMUNITY & ECONOMIC DEV	63,120.00	582.13	38,783.60	61.44
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	7,840.00	81.67
001-610-6210	MAYOR/COUNCIL-DUES	1,000.00	.00	1,102.00	110.20
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,000.00	241.94	2,271.15	37.85
001-610-6490	MAYOR/COUNCIL-AUDITS/BON	10,000.00	.00	.00	.00
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	6,856.00	15.90	3,819.35	55.71
112-610-6110	MAYOR/COUNCIL-FICA	734.00	30.60	540.24	73.60
112-610-6130	MAYOR/COUNCIL-IPERS	634.00	37.76	558.84	88.15
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	34,824.00	726.20	16,131.58	46.32
001-620-6010	CLERK-WAGES	57,194.00	2,180.19	37,662.71	65.85
001-620-6210	CLERK-DUES	150.00	.00	.00	.00
001-620-6230	CLERK-EDUCATION/TRAINING	2,000.00	489.49	1,300.51	65.03
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00
001-620-6373	CLERK-TELEPHONE/RADIOS	1,600.00	136.37	1,062.41	66.40
001-620-6419	CLERK-TECHNOLOGY SERVICE	12,000.00	998.69	9,990.39	83.25
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	.00	817.50	81.75
001-620-6505	CLERK-OFFICE EQUIP PURCH	5,500.00	.00	3,430.96	62.38
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	106.40	2,023.14	47.05
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	962.45	1,133.45	75.56
112-620-6110	CLERK-FICA	4,375.00	166.80	2,881.35	65.86
112-620-6130	CLERK-IPERS	5,399.00	205.81	3,555.37	65.85
112-620-6150	CLERK-GROUP INSURANCE	21,225.00	.00	11,319.40	53.33
112-620-6155	CITY SHARE- HSA	6,417.00	103.50	5,842.70	91.05
112-620-6160	CLERK-WORKER'S COMP	250.00	.00	136.00	54.40
	CLERK/TREASURER/ADM TOTA	123,410.00	5,349.70	81,155.89	65.76
001-640-6405	ATTORNEY-MISC EXP	3,000.00	.00	202.00	6.73
001-640-6411	ATTORNEY-RETAINER	27,000.00	2,250.00	18,000.00	66.67
	LEGAL SERVICES/ATTORNEY	30,000.00	2,250.00	18,202.00	60.67
001-650-6310	MEMORIAL HALL-BLDG MAINT	3,000.00	1,860.21	2,654.79	88.49
001-650-6320	MEMORIAL HALL-MISC EXPEN	1,300.00	53.05	901.85	69.37

BUDGET REPORT

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	592.68	3,915.61	60.24
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	355.38	2,643.56	61.48
001-650-6499	MEMORIAL HALL-ELEV MAINT	3,000.00	.00	1,696.22	56.54
	CITY HALL/GENERAL BLDGS	18,100.00	2,861.32	11,812.03	65.26
001-660-6408	GENERAL-LIABILITY INSURA	35,000.00	.00	233.00-	.67-
	TORT LIABILITY TOTAL	35,000.00	.00	233.00-	.67-
001-699-6490	MISC UNALLOCATED REIMB	8,000.00	.00	7,905.24	98.82
	OTHER GENERAL GOVERNMENT	8,000.00	.00	7,905.24	98.82
	GENERAL GOVERNMENT TOTAL	249,334.00	11,187.22	134,973.74	54.13
307-210-6407	ENGINEERING	.00	.00	.00	.00
307-210-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
200-210-6801	DS PRINC-2005 STREETS	.00	.00	.00	.00
200-210-6802	DS PRINC-TIF FAIRVIEW	.00	.00	.00	.00
200-210-6803	DS PRINC-2011 STREETS	65,000.00	.00	.00	.00
200-210-6851	DS INT-2005 STREETS	.00	.00	.00	.00
200-210-6852	DS INT-TIF FAIRVIEW	.00	.00	.00	.00
200-210-6853	DS INT-2011 STREETS	35,610.00	.00	17,805.00	50.00
200-210-6899	DS BOND REGISTRATION FEE	500.00	.00	250.00	50.00
	ROADS, BRIDGES, SIDEWALK	101,110.00	.00	18,055.00	17.86
305-430-6385	PLAYGROUND-PRAIRE MDWS G	.00	.00	.00	.00
305-430-6390	PLAYGROUND-DALLAS CNTY G	.00	.00	.00	.00
	PARKS TOTAL	.00	.00	.00	.00
200-815-6801	DS PRINC-2001 EDS	.00	.00	.00	.00
200-815-6802	DS PRINC-2001 SRF	17,000.00	.00	.00	.00
200-815-6851	DS INT-2001 EDS	.00	.00	.00	.00
200-815-6852	DS INT-2001 SRF	613.00	.00	306.25	49.96
200-815-6899	DS BOND REGISTRATIONS FE	18.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	17,631.00	.00	306.25	1.74
200-865-6801	DS PRINC-2016 SW STORM	115,000.00	.00	.00	.00
200-865-6851	DS INT-2016 SW STORM	75,655.00	.00	37,827.50	50.00
200-865-6899	DS BOND REGISTRATION	500.00	.00	250.00	50.00
	STORM DISTRICT TOTAL	191,155.00	.00	38,077.50	19.92
	DEBT SERVICE TOTAL	309,896.00	.00	56,438.75	18.21
600-810-6010	WATER-WAGES	67,080.00	2,666.35	44,805.84	66.79
600-810-6110	WATER-FICA	5,132.00	203.99	3,458.39	67.39
600-810-6130	WATER-IPERS	6,332.00	248.95	4,213.01	66.54
600-810-6150	WATER-GROUP INSURANCE	15,109.00	.00	8,000.51	52.95
600-810-6155	CITY SHARE- HSA	4,402.00	71.51	3,805.40	86.45
600-810-6160	WATER-WORKER'S COMP	2,800.00	.00	322.00	11.50
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
600-810-6210	WATER-DUES	1,300.00	.00	805.41	61.95
600-810-6230	WATER-TRAINING	1,500.00	335.00	750.00	50.00
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	25,000.00	3,891.67	14,628.81	58.52
600-810-6320	WATER-WELL MAINTENANCE	15,000.00	13,697.40	19,537.40	130.25

BUDGET REPORT

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PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	71.09	982.53	49.13
600-810-6332	WATER-VEHICLE REPAIRS	500.00	.00	.00	.00
600-810-6340	WATER-OFFICE EQUIP	.00	.00	.00	.00
600-810-6350	WATER-CAPITAL PROJECTS	200,000.00	.00	380.00	.19
600-810-6371	WATER-UTILITIES	19,000.00	2,350.35	13,783.96	72.55
600-810-6373	WATER-TELEPHONE	1,000.00	72.09	584.47	58.45
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	.00	4,689.43	36.07
600-810-6401	WATER-AUDIT	.00	.00	.00	.00
600-810-6407	WATER-ENGINEERING	5,000.00	311.35	2,476.25	49.53
600-810-6408	WATER-INSURANCE	8,200.00	.00	.00	.00
600-810-6411	WATER-LEGAL	.00	.00	1,442.73	.00
600-810-6418	WATER-SALES TAX EXPENSE	22,000.00	.00	13,422.63	61.01
600-810-6419	WATER-TECHNOLOGY SERVICE	5,000.00	183.45	1,851.16	37.02
600-810-6499	WATER-TESTS	5,000.00	595.82	3,553.75	71.08
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	4,022.33	8,472.04	25.67
600-810-6506	WATER-OFFICE SUPPLIES	1,500.00	.00	497.29	33.15
600-810-6507	WATER-OPERATING SUPPLIES	3,000.00	.00	161.67	5.39
600-810-6508	WATER-POSTAGE	1,500.00	.00	1,500.00	100.00
600-810-6599	WATER-MISC EXP	2,500.00	74.38	1,668.63	66.75
600-810-6780	WATER-CAPITAL IMPROVEMEN	175,000.00	.00	100.00	.06
600-810-6801	WATER DEBT-PRINC 1996	.00	.00	.00	.00
600-810-6802	WATER DEBT PRINC 1999	.00	.00	.00	.00
600-810-6803	WATER DEBT-PRINC 2008 WT	44,000.00	.00	.00	.00
600-810-6854	WATER DEPT-INT 2008 WTR	16,800.00	.00	8,400.00	50.00
600-810-6851	WATER DEBT-INT 1996	.00	.00	.00	.00
600-810-6852	WATER DEBT-INT 1999	.00	.00	.00	.00
600-810-6899	WATER-BOND REGISTRATION	1,400.00	.00	.00	.00
	WATER TOTAL	703,455.00	28,795.73	164,693.31	23.41
610-815-6010	SEWER-WAGES	68,105.00	2,680.52	45,043.09	66.14
610-815-6110	SEWER-FICA	4,757.00	204.99	3,475.85	73.07
610-815-6130	SEWER-IPERS	6,429.00	250.28	4,236.75	65.90
610-815-6150	SEWER-GROUP INSURANCE	13,067.00	.00	7,682.40	58.79
610-815-6155	CITY SHARE- HSA	3,844.00	100.45	4,855.31	126.31
610-815-6160	SEWER-WORKER'S COMP	1,400.00	.00	136.00	9.71
610-815-6181	SEWER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
610-815-6210	SEWER-DUES	350.00	.00	.00	.00
610-815-6230	SEWER-EDUCATION/TRAINING	1,000.00	.00	60.00	6.00
610-815-6310	SEWER-BLDG REPAIR/MAINT	500.00	.00	186.49	37.30
610-815-6320	SEWER-GROUND REPAIR/MAIN	2,500.00	.00	.00	.00
610-815-6331	SEWER-VEHICLE OPERATIONS	1,600.00	71.09	814.06	50.88
610-815-6332	SEWER-VEHICLE REPAIRS	300.00	.00	.00	.00
610-815-6340	SEWER-OFFICE EQUIP	.00	.00	.00	.00
610-815-6350	SEWER-OPERATION/MAINT	16,000.00	438.07	4,407.57	27.55
610-815-6371	SEWER-UTILITIES	9,000.00	759.20	6,367.07	70.75
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	500.00	.00	1,116.50	223.30
610-815-6407	SEWER-ENGINEERING	135,000.00	2,838.00	2,838.00	2.10
610-815-6408	SEWER-INSURANCE	12,000.00	.00	.00	.00
610-815-6411	SEWER-LEGAL	500.00	.00	.00	.00
610-815-6418	SEWER-SALES TAX EXPENSE	4,200.00	.00	2,503.97	59.62
610-815-6419	SEWER-TECHNOLOGY SERVICE	5,500.00	7.95	1,675.66	30.47

BUDGET REPORT

CALENDAR 2/2019, FISCAL 8/2019

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6499	SEWER-TESTS	8,000.00	604.50	4,160.15	52.00
610-815-6506	SEWER-OFFICE SUPPLIES	2,000.00	.00	497.28	24.86
610-815-6507	SEWER-SUPPLIES	1,000.00	18.65	180.32	18.03
610-815-6508	SEWER-POSTAGE	1,500.00	.00	.00	.00
610-815-6599	SEWER-ADMIN EXPENSES	350.00	.00	127.22	36.35
610-815-6780	SEWER-CAPITAL OUTLAY PRO	150,000.00	.00	.00	.00
610-815-6801	SEWER DEBT-PRINC-2001 ED	43,000.00	.00	.00	.00
610-815-6802	SEWER DEBT-PRINC 1999	.00	.00	.00	.00
610-815-6803	SEWER DEBT-PRINC WASS	.00	.00	.00	.00
610-815-6851	SEWER DEBT-INT 2001 EDS	1,540.00	.00	770.00	50.00
610-815-6853	SEWER DEBT-INT WASS	.00	.00	.00	.00
610-815-6852	SEWER DEBT-INT-1999	.00	.00	.00	.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	44.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	494,386.00	7,973.70	91,533.69	18.51
740-865-6379	STORM DISTRICT-MAINT/REP	40,000.00	300.00	27,688.72	69.22
740-865-6407	STORM DISTRICT-ENGINEER	5,000.00	516.00	516.00	10.32
740-865-6411	STORM DISTRICT-LEGAL	.00	.00	.00	.00
740-865-6418	STORM DISTRICT-SALES TAX	1,000.00	.00	679.84	67.98
740-865-6419	STORM DISTRICT-TECH SERV	.00	.00	.00	.00
740-865-6765	STORM DISTRICT-CAPITAL P	17,500.00	.00	17,500.00	100.00
740-865-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00
740-865-6851	INTEREST PAYMENTS	.00	.00	.00	.00
740-865-6899	BOND REGISTRATION FEES	.00	.00	.00	.00
	STORM DISTRICT TOTAL	63,500.00	816.00	46,384.56	73.05
	ENTERPRISE FUNDS TOTAL	1,261,341.00	37,585.43	302,611.56	23.99
001-910-6910	GENERAL-TRANSFERS OUT	98,198.00	.00	98,198.00	100.00
029-910-6910	DEPR-TRANSFER OUT	25,000.00	.00	.00	.00
110-910-6910	RUT-TRANSFERS OUT	25,000.00	.00	14,583.31	58.33
112-910-6910	T&A(EB)-TRANSFER OUT	.00	.00	.00	.00
119-910-6910	EMERGENCY FUND-TRANSFER	22,197.00	.00	10,219.51	46.04
121-910-6910	LOST-TRANSFER OUT	65,635.00	.00	.00	.00
125-910-6910	TIF-TRANSFER OUT	52,971.00	.00	45,979.27	86.80
167-910-6910	T&A(BURNETT REC)-TRANSFE	.00	.00	.00	.00
169-910-6910	T&A(BURNETT CAP IMP TRAN	.00	.00	.00	.00
180-910-6910	REC TRAIL-TRANSFER OUT	.00	.00	.00	.00
307-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00
600-910-6910	WATER-TRANSFERS OUT	6,000.00	.00	6,000.00	100.00
610-910-6910	SEWER-TRANSFERS OUT	23,631.00	.00	16,283.00	68.91
740-910-6910	STORM DISTRICT-TRANSFER	.00	.00	.00	.00
	TRANSFERS TOTAL	318,632.00	.00	191,263.09	60.03
	TRANSFER OUT TOTAL	318,632.00	.00	191,263.09	60.03

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BUDGET REPORT
CALENDAR 2/2019, FISCAL 8/2019

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
TOTAL EXPENSES BY FUNCTI		3,704,965.00	125,840.77	1,605,863.94	43.34
		=====	=====	=====	=====



January Dallas Center Calls



DATE/TIME	INCIDENT	LOCATION
2019-01-01 16:53	911 HANGUP	2500 240TH ST, DALLAS CENTER
2019-01-01 21:39	WELFARE CHECK	201 PERCIVAL AVE, DALLAS CENTER
2019-01-03 18:47	EXTRA PATROL	1001 WALNUT ST, DALLAS CENTER
2019-01-03 19:20	RETURN PHONE CALL	201 PERCIVAL AVE, DALLAS CENTER
2019-01-05 16:31	911 HANGUP	N AVE / ORCHARD LN, DALLAS CENTER
2019-01-06 20:19	TRAFFIC STOP	SUGAR GROVE AVE / 13TH ST, DALLAS CENTER
2019-01-07 21:54	TRAFFIC STOP	SUGAR GROVE AVE / 15TH ST, DALLAS CENTER
2019-01-08 08:44	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2019-01-08 10:37	ALARM	907 13TH ST, DALLAS CENTER
2019-01-09 00:54	ALARM	2430 240TH ST, DALLAS CENTER
2019-01-09 07:33	DOMESTIC	1506 SYCAMORE ST, DALLAS CENTER
2019-01-09 17:14	INFORMATION	2700 240TH ST, DALLAS CENTER
2019-01-09 17:26	FORGERY/FRAUD	1107 WALNUT ST, DALLAS CENTER
2019-01-10 17:26	911 HANGUP	2400 240TH ST, DALLAS CENTER
2019-01-10 18:26	TRAFFIC COMPLAINT	1502 VINE ST, DALLAS CENTER
2019-01-11 21:43	MEDICAL/AMBULANCE TRIP	1706 ASH ST, DALLAS CENTER
2019-01-13 17:04	ANIMAL CONTROL	600 9TH ST, DALLAS CENTER
2019-01-14 08:45	TRAFFIC COMPLAINT	2500 240TH ST
2019-01-14 17:24	TRAFFIC STOP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2019-01-14 17:24	TRAFFIC STOP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2019-01-14 19:36	INFORMATION	705 VINE ST, DALLAS CENTER
2019-01-15 14:30	BROADCAST	240TH ST / R AVE, DALLAS CENTER
2019-01-15 17:17	TRAFFIC STOP	1204 LINDEN ST, DALLAS CENTER
2019-01-15 17:32	TRAFFIC STOP	SYCAMORE ST / 13TH ST, DALLAS CENTER
2019-01-15 19:18	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2019-01-17 15:47	TRAFFIC HAZARD	1305 ASH ST, DALLAS CENTER
2019-01-18 07:48	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
2019-01-18 16:22	MEDICAL/AMBULANCE TRIP	1301 8TH ST, DALLAS CENTER
2019-01-18 22:46	MEDICAL/AMBULANCE TRIP	104 PERCIVAL AVE, DALLAS CENTER
2019-01-18 23:13	TRAFFIC STOP	15TH ST / ASH ST, DALLAS CENTER
2019-01-18 23:54	TRAFFIC COMPLAINT	703 HICKORY CT, DALLAS CENTER
2019-01-19 00:08	TRAFFIC COMPLAINT	1007 8TH ST, DALLAS CENTER
2019-01-19 00:15	INFORMATION	1101 8TH ST, DALLAS CENTER
2019-01-19 03:09	VANDALISM	1601 SUGAR GROVE AVE, DALLAS CENTER
2019-01-19 05:46	ORDINANCE VIOLATIONS	1400 WALNUT ST, DALLAS CENTER
2019-01-19 12:22	INFORMATION	1707 LAUREL ST, DALLAS CENTER
2019-01-19 16:45	ALARM	590 SUGAR GROVE AVE, DALLAS CENTER
2019-01-19 19:07	CIVIL DISPUTE	203 10TH ST, DALLAS CENTER
2019-01-20 04:09	EXTRA PATROL	1506 SYCAMORE ST, DALLAS CENTER
2019-01-20 04:13	TRAFFIC STOP	WALNUT ST / KELLOGG AVE, DALLAS CENTER
2019-01-20 08:32	FIRE ALARM	1406 WALNUT ST, Apt. A, DALLAS CENTER
2019-01-20 12:25	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER

2019-01-20 15:09	TRAFFIC COMPLAINT	14TH ST / WALNUT ST, DALLAS CENTER
2019-01-20 19:03	ANIMAL CONTROL	607 13TH ST, DALLAS CENTER
2019-01-20 22:56	DISTURBANCE	12TH ST / ASH ST, DALLAS CENTER
2019-01-20 23:09	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2019-01-21 10:45	INFORMATION	700 VINE ST, DALLAS CENTER
2019-01-21 12:45	ORDINANCE VIOLATIONS	1202 SUGAR GROVE AVE, DALLAS CENTER
2019-01-21 15:46	911 HANGUP	N AVE / ORCHARD LN, DALLAS CENTER
2019-01-22 02:14	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
2019-01-22 16:39	MVC-PD	904 SUGAR GROVE AVE, DALLAS CENTER
2019-01-23 03:00	ALARM	1202 SUGAR GROVE AVE, DALLAS CENTER
2019-01-23 06:14	ORDINANCE VIOLATIONS	1703 WALNUT ST, DALLAS CENTER
2019-01-23 18:01	INFORMATION	240TH ST / R AVE, DALLAS CENTER
2019-01-23 19:54	MOTORIST ASSIST	1102 WALNUT ST, DALLAS CENTER
2019-01-24 08:49	MEDICAL/AMBULANCE TRIP	1202 CHERRY ST, DALLAS CENTER
2019-01-24 09:06	DEATH INVESTIGATION	1202 CHERRY ST, DALLAS CENTER
2019-01-24 17:03	ASSIST	1400 VINE ST, DALLAS CENTER
2019-01-25 17:00	911 MISDIAL	240TH ST / R AVE, DALLAS CENTER
2019-01-25 22:16	MEDICAL/AMBULANCE TRIP	104 PERCIVAL AVE, DALLAS CENTER
2019-01-25 22:56	MOTORIST ASSIST	N AVE / ORCHARD LN, DALLAS CENTER
2019-01-26 12:10	MEDICAL/AMBULANCE TRIP	104 PERCIVAL AVE, DALLAS CENTER
2019-01-26 14:15	911 HANGUP	1602 MAPLE ST, DALLAS CENTER
2019-01-27 20:47	MOTORIST ASSIST	FAIRVIEW DR / 240TH ST, DALLAS CENTER
2019-01-28 08:13	MEDICAL/AMBULANCE TRIP	1107 SUGAR GROVE AVE, Apt. 3, DALLAS CENTER
2019-01-29 01:18	DOMESTIC	701 10TH ST, Apt. B, DALLAS CENTER
2019-01-30 14:16	CIVIL PAPER	1001 SYCAMORE ST, DALLAS CENTER
2019-01-31 11:48	ABANDONED VEHICLE	1202 SUGAR GROVE AVE, DALLAS CENTER
2019-01-31 16:56	MVC-PD	2500 240TH ST, DALLAS CENTER
2019-01-31 17:38	MOTORIST ASSIST	2500 240TH ST, DALLAS CENTER
2019-01-31 20:14	911 HANGUP	600 13TH ST, DALLAS CENTER
2019-01-31 21:07	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
Grand Total	72	369 Hours- 320 Required

FIRE & EMS REPORT

January 2019

Total calls : 12

FIRE 3 total

1 Alarm call

1 MVC with injury

1 Missing Child assist PD

EMS 9 Total

9 calls for service (8 City/ 1 Rural)

JANUARY DALLAS CENTER 2019 CODE ENFORCEMENT

REPORT

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
		BEGIN 2016				
		BEGIN 2017				
2017-051		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 1/31/19	Advisory//5-8-18 Council gave extensions	
2018-150	1501 Linden	Junk	11/13/2018	12/5/2018	Advisory	
2018-154	107 Percival	Junk	12/11/2018	12/18/2018 1/3/19 1/30/19		
2018-155	1506 Cherry	Junk	12/11/2018	12/28/2018 1/14/19	Advisory/ 12/23/18 Certified	1/2/2019
2018-156	1600 Linden	Junk	12/18/2018	1/4/2019 1/22/19	Advisory/ 1/7/19 Certified	1/30/2019
2018-157	201 Percival	Vehicle	12/18/2018	1/3/2019	Card	1/2/2019

2018-158	301-10	Junk R.O.W.	12/23/2018	1/2/2019	M	1/2/2019
2018-159	1200 Ash	Junk	12/23/2018	1/2/2019	M	1/2/2019
2018-160	607 Hatten	Junk	12/23/2018	1/2/2019 1/16/19	M/ Card	1/7/2019
		BEGIN 2019				
2019-001	1704 Cherry	Junk (trk & trailer)	1/2/2019	1/9/2019 1/30/19	M /1/15/19 Advisory	1/30/2019
2019-002	1101 Sycamore	FYP	1/7/2019	1/22/2019	Flyer	1/15/2019
2019-003	303-13	Vehicle	1/7/2019	1/15/2019	M	1/15/2019
2019-004	1305 Vine	Junk	1/7/2019	1/22/2019	Advisory	
2019-005	300 Percival	Junk	1/7/2019	1/15/2019	M	1/15/2019
2019-006	606-15	Junk	1/7/2019	1/15/2019	M	
2019-007	1507 Sycamore	Vehicle	1/7/2019	1/22/2019	Card	
2019-008	601-15	Vehicle	1/15/2019	1/30/2019	Advisory	1/30/2019
2019-009	1709 Linden	Snow	1/25/2019	2/8/2019	Advisory	
2019-010	1702 Sycamore	Junk	1/30/2019	2/5/2019	M	
2019-011	607-15	Junk	1/30/2019	2/5/2019	M	

Monthly Water Report

Date	Jan-19																			
Water Plant																				
Total Gal.>	4,385,500	Max	435,500	Min	102,900	Avg	141,500	Gpm	246											
Total Hrs.>	589.2	Max	308.7	Min	6.5	Avg	19.0064516													
Last Month.>	4,263,800	Max	453,500	Min	47,800	Avg	137,500	Gpm	265											
Last Year.>	4,895,000	Max	345,500	Min	44,200	Avg	157,900	Gpm	254											
Lbs.of Chlorine 538 Lbs of Fluoride 29 Gallons of salt brine 2,529																				
Chlorine.Mg/l 0.78 Fluoride.Mg/l 0.6 Hardness. Mg/l 120 Iron. Mg/l 0.01 Nitrate.Mg/l																				
Well																				
Date	1/16/2019																			
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm
Well # 7	34	22	12	140																
Well # 8	36	22	14	100																
Well # 9	34	26	8	140																
Well # 10	30	14	16	120																
Test Well																				
Water Meters																				
	New Installs				Read In															
	Replace Meter				Read Out															
	Replace Radio Read				Shut off For nonpayment															
	Repair																			
Fire Hydrants																				
	New Install				Flush Hyd				Repair Hyd											
Water Plant																				
Water Tower																				
Reservoir																				
Dist. System																				
1/9/2019 - 10th & Sycamore 4" water main break																				
1/19/2019 - Hatton & Sycamore 4" water main break																				
Wells																				
1/10/2019 - Northway Well cleaned well 9																				
1/16/2019 - Tested Wells 7-8-9-10 no issues																				
Other																				
1/17/2019 installed new radios at wells, water plant and reservoir.																				

Applicant License Application (LE0003012)

Name of Applicant: CASEY'S MARKETING

Name of Business (DBA): CASEY'S GENERAL STORE #91

Address of Premises: 1202 SUGAR GROVE AVE

City Dallas Center

County: Dallas

Zip: 50063

Business (515) 992-3001

Mailing PO BOX 3001

City ANKENY

State IA

Zip: 50021

Contact Person

Name JESSICA FISHER, STORE OPERATIONS

Phone: (515) 446-6404

Email

JESSICA.FISHER@CASEYS.COM

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 04/01/2019

Expiration Date: 03/31/2020

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType: Publicly Traded Corporation

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

42-0935283 CASEY'S GENERAL

STORE INC

First Name: 42-0935283

Last Name: CASEY'S GENERAL STORE, INC.

City: ANKENY

State: Iowa

Zip: 50021

Position: OWNER

% of Ownership: 100.00%

U.S. Citizen: Yes

Michael Richardson

First Name: Michael

Last Name: Richardson

City: PLEASANT HILL

State: Iowa

Zip: 50327

Position: PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

JOHN SOUPENE

First Name: JOHN

Last Name: SOUPENE

City: ANKENY
Position: VICE-PRESIDENT

State: Iowa

Zip: 50023

% of Ownership: 0.00%

U.S. Citizen: Yes

JULIA JACKOWSKI

First Name: JULIA

Last Name: JACKOWSKI

City: URBANDALE

State: Iowa

Zip: 50322

Position: SECRETARY

% of Ownership: 0.00%

U.S. Citizen: Yes

JAMES PISTILLO

First Name: JAMES

Last Name: PISTILLO

City: URBANDALE

State: Iowa

Zip: 50323

Position: TREASURER

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Merchants Bonding Company

Policy Effective Date: 04/01/2019

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (LC0043297)

Name of Applicant: Laughter and Lace LLC
Name of Business (DBA): Twisted Corn Tavern
Address of Premises: 1405 Walnut Street
City Dallas Center **County:** Dallas **Zip:** 50063
Business (515
Mailing PO Box 302
City Dallas Center **State** IA **Zip:** 50063

Contact Person

Name Juanita Slaughter
Phone: (515) **Email** laughterandlancell@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 04/03/2019

Expiration Date: 04/02/2020

Privileges:

Class C Liquor License (LC) (Commercial)
Outdoor Service
Sunday Sales

Status of Business

BusinessType: Limited Liability Company
Corporate ID Number: XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

Ownership

Juanita Slaughter

First Name: Juanita **Last Name:** Slaughter
City: Dallas Center **State:** Iowa **Zip:** 50063
Position: Owner/Manager
% of Ownership: 60.00% **U.S. Citizen:** Yes

Randi Boelkes

First Name: Randi **Last Name:** Boelkes
City: Ankeny **State:** Iowa **Zip:** 50023
Position: Owner/Manager
% of Ownership: 40.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company Illinois Casualty Co

Insurance Company: Illinois Casualty Co

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

P&Z Report – January 2019

The Honorable Michael Kidd
and Members of the City Council
Dallas Center, IA 50063

Dear Mr. Mayor and Members of the Council:

The Dallas Center Plan & Zoning Commission met Tuesday, January 22, 2019 with the following members present: Scott Bailey, Kari Boscaljon, Sylvia Miller, Thomas Strutt, Dan Willrich, and Matt Ostanik. Also in attendance was City Attorney Ralph Brown. Bob Veenstra joined by phone, and the Handlebar Restaurant's architect also joined by phone.

The Commission reviewed and discussed a revised site plan for 1607 Sugar Grove Avenue, the proposed new location for the Handlebar Restaurant. The Commission has reviewed site plans for this location multiple times in the past when it was owned by a different party. As stated by Bob Veenstra in his review letter dated January 15, 2019, "there are no exterior modifications of note and the interior use of the building is consistent with the number of parking stalls already provided on the site." After discussion, the Commission voted unanimously to recommend that City Council approve the revised site plan.

The Commission also discussed an update from the Healthy Hometown initiative. One topic that has arisen from the Healthy Hometown discussion is how to ensure that we are planning for proper park space with future new developments. This is a topic that the Commission and City Council have discussed in the past as well. No formal action was taken, but Ralph Brown shared information about this topic from previous research and discussions.

Respectfully submitted,

Matt Ostanik
P&Z Commission Chair

RESOLUTION NO. 2019-3

A RESOLUTION APPROVING THE FURTHER REVISED SITE PLAN FOR CONSTRUCTION AT 1607 SUGAR GROVE AVENUE TO BE KNOWN AS THE HANDLEBAR & RESTAURANT

WHEREAS, RUSPORT Ventures, L.L.C., KINVEST, L.L.C., and DHP, L.L.C. of Des Moines, Iowa, have submitted a revised Site Plan pursuant to Chapter 158 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, for the buildout of an existing a building and related facilities at 1607 Sugar Grove Avenue, Dallas Center, Iowa, (identified as "The HandleBar & Restaurant") which plans were reviewed by the Plan and Zoning Commission on January 22, 2019; and

WHEREAS, the Commission recommended approval of the Site Plan (including a Storm Water Management Plan and a Landscaping Plan) as submitted, subject to (a) the City Council authorizing the construction by the owner of a sidewalk from The HandleBar & Restaurant property across city-owned property to connect with the Raccoon River Valley Trail (which connection previously was approved by the Parks and Recreation Board), (b) specifically requiring landscaping west of the proposed building similar to that depicted on the Site Plan, and (c) the City Council determining whether the sidewalk along the north side of Sugar Grove Avenue should be extended easterly to the property line; and

WHEREAS, Resolution No. 2018-17 previously approved by the Council on April 10, 2018, approving the Architectural Plan for the construction of the building on the property remains in effect, without change; and

WHEREAS, the Council previously approved a Site Plan for this property by the adoption of Resolution 2015-30 on September 8, 2015, Resolution 2017-20 on April 11, 2017, Resolution 2018-16 on April 10, 2018, and Resolution 2018-24 on August 14, 2018, all of which now should be superseded by this Resolution; and

WHEREAS, the Council has reviewed the recommendations of the Plan and Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Council accepts the recommendations of the Plan and Zoning Commission; and the

revised Site Plan (including a Storm Water Management Plan and a Landscaping Plan) submitted by the property owners for The HandleBar & Restaurant is approved subject to the owner and developer extending the sidewalk along the north side of Sugar Grove Avenue easterly to the property line, but not until sidewalk is extended westerly toward the trail from property located easterly of the trail (which is expected to be completed by the Iowa Department of Transportation in calendar year 2020).

IT IS FURTHER RESOLVED that landscaping similar to that depicted on the Site Plan is specifically required west of the proposed building.

IT IS FURTHER RESOLVED that the owner and developer of the site is authorized to construct a sidewalk from the building on the property across city-owned property to connect with the Raccoon River Valley Trail.

IT IS FURTHER RESOLVED that notification is hereby given to the owner and developer that Section 158.11 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, provides that the approval of this Site Plan shall expire and terminate 365 days after Council approval unless a building permit has been issued for the construction provided for in the Site Plan. The Council may, upon written request of the owner, extend the time for the issuance of the required building permit for 60 additional days. In the event the building permit for construction provided for in a Site Plan expires or is cancelled, then the Site Plan approval shall thereupon terminate.

IT IS FURTHER RESOLVED that further notification is hereby given to the owner and developer that Section 158.09 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended provides that when there is any change in the location, size, design, conformity or character of the buildings and other improvements, an amendment to the Site Plan must be submitted to the City and reviewed by the Plan and Zoning Commission and approved by the City Council in the same manner as an original Site Plan.

IT IS FURTHER RESOLVED that Resolution No. 2015-30 adopted by the Council on September 8, 2015, and Resolution No. 2017-20 adopted by the Council on April 11, 2017, Resolution No. 2018-16 adopted on April 10, 2018, and Resolution 2018-24 adopted on August 14, 2018, are superseded by the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the
City of Dallas Center, Iowa, on this 12th day of February, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

DRAFT

AIA® Document C132™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the «7th» day of «January» in the year «2019.»
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

«Roy R. Fittle Library
1308 Walnut St
Dallas Center, IA 50063 »« »
« »
« »
« »

and the Construction Manager:

(Name, legal status, address and other information)

«Estes Construction, LLC, dba Estes Company
131 W 2nd St
Suite 400
Davenport, IA 52801 »« »
« »
« »
« »

for the following Project:

(Name, location and detailed description)

«To be determined. This document will act as a Master Agreement with an individual project(s) added by amendment after approval by the Board of Directors. The amendment shall more specifically identify scope, costs, and schedule. No work shall be performed under this Master Agreement without prior Board approval of an executed amendment outlining the specific work.»
«All Projects»
« »
« »

The Architect:

(Name, legal status, address and other information)

«Pelds Engineering Company
Daniel Willrich
2323 Dixon St
Des Moines, IA 50316 »« »
« »
« »
« »

The Owner and Construction Manager agree as follows.

DRAFT

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

«Project(s) to be determined and mutually agreed upon by all parties. This document will act as a Master Agreement with individual projects added by amendment after approval by the Board of Directors. No work shall be performed under this Master Agreement without prior Board approval of an executed amendment outlining the specific work.»

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

«To be determined later and mutually agreed upon by all parties.»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

«To be determined by the Owner after consultation with the Architect and Construction Manager.»

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

«»

.2 Commencement of construction:

« To be determined later and mutually agreed upon by all parties »

.3 Substantial Completion date or milestone dates:

« To be determined later and mutually agreed upon by all parties »

.4 Other:

« »

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§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

«Competitively bid multiple prime contracts. The number of prime contracts to be recommended by the Construction Manager but final approval of the number and types of Prime Contracts shall be determined and approved by Owner. »

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

«To be determined later and mutually agreed upon by all parties »

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

«To be determined if applicable »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address and other information.)

« Shelly Cory, Library Director
Roy R. Estle Library
1308 Walnut St
Dallas Center, IA 50063 »

« »

« »

« »

« »

« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other information.)

«N/A »

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

(List name, legal status, address and other information.)

.1 Land Surveyor:

« To be determined and incorporated into this Agreement at a later date, if required »

« »

« »
« »
« »

.2 Geotechnical Engineer:

« To be determined and incorporated into this Agreement at a later date, if required. »« »

« »
« »
« »
« »

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.3 Civil Engineer:

« To be determined and incorporated into this Agreement at a later date, if required. »« »

« »
« »
« »
« »

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

« To be determined and incorporated into this Agreement at a later date, if required. »

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Project Manager to be determined
Estes Company, L.L.C., dba Estes Construction
131 West 2nd Street, Suite 400
P.O. Box 3608
Davenport, Iowa 52808
« »
« »
« »
« »
« »
« »

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

« To be determined and mutually agreed upon by all parties »

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

«N/A »« »
« »
« »
« »
« »

.2 Other consultants:

«To be determined later by mutual agreement, if required.»
»

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

«To be determined later by mutual agreement, if required.» →

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§ 1.1.15 Other Initial Information on which the Agreement is based:

«To be determined later by mutual agreement, if required.»

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than «Two Million Dollars» (\$ «2,000,000.00») for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than «One Million Dollars» (\$ «1,000,000.00») combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than «One Million Dollars» (\$ «1,000,000.00»).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than ~~«Two Million Dollars»~~ (\$ ~~«2,000,000.00»~~) per claim and in the aggregate. The Construction Manager shall maintain this coverage until final completion of the Project and for a period of two (2) years thereafter.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than ~~«»~~ (\$ ~~«»~~) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than ~~«»~~ (\$ ~~«»~~) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ~~«»~~ (\$ ~~«»~~).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than ~~«»~~ (\$ ~~«»~~) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

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§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

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§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings		
§ 4.1.2 Architectural interior design (B252™-2007)		
§ 4.1.3 Tenant-related services		
§ 4.1.4 Commissioning (B211™-2007)		
§ 4.1.5 LEED® certification (B214™-2012)		
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

«To be determined by mutual agreement, if required »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within ~~60~~ (~~60~~) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

☐

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager’s Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

The Construction Manager’s Fee shall be based on the cost of the construction work value, by the following Fee Schedule, which fee shall be converted to a lump sum fixed fee following award of the bids, and included in the appropriate amendment per Project:

Less than \$1 million the CM fee is six percent (6%).

Greater than \$1 million to \$2.5 million the CM Fee is five and one-half percent (5.5%).

Greater than \$2.5 million to \$5 million the CM Fee is five percent (5%).

Greater than \$5 million to \$7.5 million the CM Fee is four and one-half percent (4.5%).

Greater than \$7.5 million to \$10 million the CM Fee is four percent (4%).

Greater than \$10 million to \$15 million the CM Fee is three and one-half percent (3.5%).

Greater than \$15 million the CM Fee is three percent (3.0%).x

The Construction Manager’s Fee is fixed when bids are received and contracts are awarded.

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

«To be determined and agreed upon by all parties. »

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

«
To be determined and agreed upon by all parties »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« To be determined and agreed upon by all parties. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

«To be determined later by mutual agreement, if required »

§ 11.4 Compensation for Additional Services of the Construction Manager’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus « » percent (« » %), or as otherwise stated below:

« »

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager’s and Construction Manager’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« To be mutually agreed upon during preconstruction phase and incorporated into this Agreement by amendment based on the needs of each project »
»

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus « tbd » percent (« » %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of « zero » (\$ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « forty-five » (« 45 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

« Prime rate plus 1 » % « »

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

.3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

« »

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Roy R. Estle Memorial Library « »

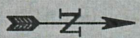
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

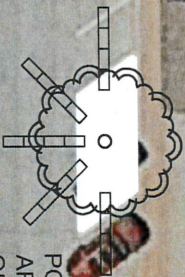
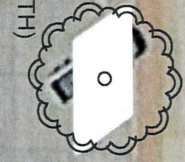
« Kent Pilcher, President

Estes Construction » »

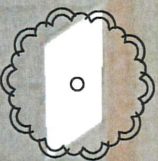
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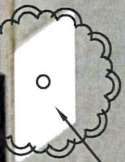
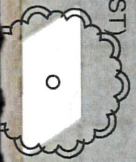
NORTH SIDE OF STREET:
KENTUCKY COFFEETREE
(STATELY MANOR OR TRUE NORTH)



POSSIBLE
ARRANGEMENT
OF SILVA CELLS,
IF EMPLOYED



SOUTH SIDE OF STREET:
HONEYLOCUST
(NORTHERN ACCLAIM OR SUNBURST)



CONVERT TWO PARKING SPACES
TO OPEN SOIL PLANTING AREA
SURROUNDED BY NEW CURB.
EXCAVATE AND CONDITION SOIL
TO DEPTH OF 5 FEET. (TYPICAL)



ENGAGEMENT AGREEMENT

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers and Cooney, P.C., in its capacity as Bond Counsel, to the City of Dallas Center, Iowa (the "Issuer") in connection with the issuance of not to exceed \$3,025,000 Sewer Revenue Capital Loan Notes, Series 2019 (the "Bonds").

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

1. Prepare and review documents related to the authorization, issuance and delivery of the Bonds (the "Proceedings").
2. After proper approval and execution of the Proceedings, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment with regard to the legality of the security pledged, and the excludability of interest on the Bonds from gross income for federal tax purposes, as applicable.
3. Prepare an IRS Form 8038-G or 8038-GC.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser thereof or other persons, and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those expressly set forth above. This Engagement Agreement does not include the following services, or any other matter not required to render our Bond Opinion:

- a. Except as described in paragraph (3) above, assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. This engagement does not include the services of Disclosure Counsel.

- b. Preparing requests for tax rulings from the Internal Revenue Service, or “no action” letters from the Securities and Exchange Commission.
- c. Drafting state constitutional or legislative amendments.
- d. Pursuing test cases or other litigation, such as contested validation proceedings.
- e. Except as described in paragraph (6) above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, including monitoring Issuer’s continued compliance with the undertaking.
- f. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- g. After Closing a particular issue of Bonds, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on that issue of Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written Engagement Agreement will be required before we assume one or more of the above duties.

Services listed in subparts (h)–(k), below, are not included in this Engagement Agreement, nor will they be provided at any time.

- h. Acting as an underwriter, or otherwise marketing the Bonds.
- i. Acting in a financial advisory role.
- j. Preparing blue sky or investment surveys with respect to the Bonds.
- k. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon our receipt of notification that Bond Counsel services are requested under this Engagement Agreement, the Issuer will be our client and an attorney-client relationship will exist between us as outlined above. We assume that all other parties to each such transaction will retain such counsel as they deem necessary and appropriate to represent their interests. We further assume that all parties understand that in each such transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter; the Issuer’s execution of this engagement agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Each representation of the Issuer and the attorney-client relationship for the Bonds created by this Engagement Agreement will be concluded upon issuance of that respective issue of Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue

Service Form 8038, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

FEES

We will charge a flat fee of \$8,000 for services rendered under this Agreement. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above, but we will do so in the event that circumstances require. If, at any time, we believe that an adjustment of our flat fee is necessary during an engagement as Bond Counsel for a particular issuance of Bonds, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds to be issued differs significantly from the amount stated at the time we advise you of our fee; (b) there are material changes in the structure, security or opinion from the description of the Bonds after we advise you of our fee; or (c) unusual or unforeseen circumstances arise which require a significant increase in the services rendered, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of Bonds.

In addition to the flat fee, we will bill you for all expenses incurred on your behalf, such as travel cost reimbursement, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research, bond printing, and other related expenses. Generally these expenses will not exceed \$600. We will contact you prior to incurring expenses that exceed that amount.

Our statement for services and expenses will be sent after each particular issue of Bonds have been closed and is due and payable within thirty (30) days of receipt.

If, for any reason, you terminate the engagement on a particular issue of Bonds covered by this Agreement before closing a particular issue of Bonds are not issued for any reason, or the Bonds are issued without the delivery of our Bond Opinion, we will bill you for the services rendered on your behalf up to that point. These services will be billed at the normal hourly rates for those attorneys and legal assistants who have performed such services. We will also then bill you for all expenses we have incurred as outlined above. My current hourly rate is \$320. Work performed by associates will be billed at \$220 per hour. Services performed on your behalf by legal assistants will be billed at \$120 per hour.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement.

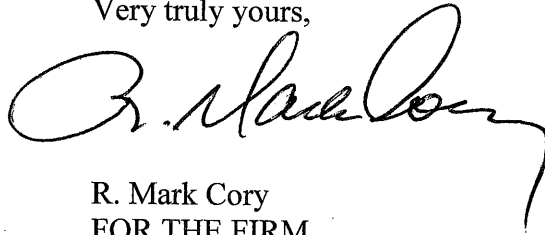
APPROVAL

Please carefully review the terms and conditions of this Agreement. **If the above correctly reflects the terms of this engagement, please obtain approval by your governing body, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,



R. Mark Cory
FOR THE FIRM

Accepted:

City of Dallas Center, State of Iowa*

By: _____ Date: _____

*Approved by Motion or Resolution No. _____ of the governing body on _____, 2019.

01554356-1\18716-033

RESOLUTION NO. 2019-2

**RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF A LOAN AND DISBURSEMENT
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$3,025,000 SEWER REVENUE CAPITAL LOAN NOTES OF
CITY OF DALLAS CENTER, IOWA, AND PROVIDING
FOR PUBLICATION OF NOTICE THEREOF**

WHEREAS, it is deemed necessary and advisable that the City of Dallas Center, Iowa should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Sewer Revenue Capital Loan Notes, in the amount of not to exceed \$3,025,000, as authorized by Sections 384.24A, 384.82 and 384.83, Code of Iowa, as amended, for the purpose of providing funds to pay costs as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Note shall be payable solely and only out of the net earnings of the Municipal Sewer System and shall be a first lien on the future net earnings of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the net revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Note; and

WHEREAS, before a Loan and Disbursement Agreement may be authorized and Sewer Revenue Capital Loan Notes issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the City Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, STATE OF IOWA:

Section 1. That this City Council meet in the Council Chambers (Legion Hall), City Hall, 1502 Walnut Street, Dallas Center, Iowa, at 7 o'clock P.M., on the 12th day of March, 2019, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$3,025,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four clear days nor more than twenty days before the date of said public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action shall be in substantially the following form:

(To be published between February 21, 2019 and March 7, 2019, inclusive)

NOTICE OF MEETING OF THE CITY OF DALLAS
CENTER, IOWA ON THE MATTER OF THE PROPOSED
AUTHORIZATION OF A LOAN AND DISBURSEMENT
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$3,025,000 SEWER REVENUE CAPITAL LOAN NOTES,
AND THE PUBLIC HEARING ON THE AUTHORIZATION
AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Dallas Center, Iowa, will hold a public hearing on the 12th day of March, 2019, at 7 o'clock P.M., in the Council Chambers, City Hall (Legion Hall), 1502 Walnut Street, Dallas Center, Iowa, at which meeting the City Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$3,025,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the net revenues of the Municipal Sewer System.

At the above meeting the City Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the City Council will at this meeting or at any adjournment thereof, take additional action for the authorization of said Loan and Disbursement Agreement and the issuance of Notes or will abandon the proposal to issue the Notes.

This Notice is given by order of the City Council of the City of Dallas Center, Iowa, as provided by Sections 384.24A, 384.82 and 384.83, as amended.

Dated this 12th day of February, 2019.

City Clerk

(End of Notice)

PASSED AND APPROVED this 12th day of February, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

25-230

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2019 - AMENDMENT #1

To the Auditor of DALLAS County, Iowa:

The City Council of Dallas Center in said County/Counties met on 2/12/2019, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 2019-4

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2019 (AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Dallas Center

Section 1. Following notice published 1/31/2019

and the public hearing held, 2/12/2019 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,067,918	0	1,067,918
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,067,918	0	1,067,918
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	64,000	0	64,000
Other City Taxes	6	209,619	62,340	271,959
Licenses & Permits	7	31,265	40,000	71,265
Use of Money and Property	8	37,194	15,700	52,894
Intergovernmental	9	305,536	40,349	345,885
Charges for Services	10	1,094,070	0	1,094,070
Special Assessments	11	0	0	0
Miscellaneous	12	25,700	75,000	100,700
Other Financing Sources	13	0	0	0
Transfers In	14	277,997	40,635	318,632
Total Revenues and Other Sources	15	3,113,299	274,024	3,387,323
Expenditures & Other Financing Uses				
Public Safety	16	328,009	40,000	368,009
Public Works	17	612,238	41,850	654,088
Health and Social Services	18	6,000	0	6,000
Culture and Recreation	19	449,545	25,000	474,545
Community and Economic Development	20	63,120	0	63,120
General Government	21	231,478	17,856	249,334
Debt Service	22	309,896	0	309,896
Capital Projects	23	0	0	0
Total Government Activities Expenditures	24	2,000,286	124,706	2,124,992
Business Type / Enterprises	25	1,208,841	52,500	1,261,341
Total Gov Activities & Business Expenditures	26	3,209,127	177,206	3,386,333
Transfers Out	27	277,997	40,635	318,632
Total Expenditures/Transfers Out	28	3,487,124	217,841	3,704,965
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-373,825	56,183	-317,642
Beginning Fund Balance July 1	30	5,239,851	0	5,239,851
Ending Fund Balance June 30	31	4,866,026	56,183	4,922,209

Passed this 12th day of February, 2019
(Day) (Month/Year)

Signature

City Clerk/Finance Officer

Signature

Mayor

RESOLUTION NO. 2019-5

RESOLUTION APPROVING A MERCHANT AGREEMENT WITH WORLDPAY, LLC. ("Worldpay") AND GOVERNMENT PAYMENT SERVICE, INC. ("GPS") AND A SOFTWARE AGREEMENT WITH DATA TECHNOLOGIES, INC. ("DT")

WHEREAS, the City of Dallas Center (the "City") has determined that it would be advantageous to the people of Dallas Center if they could make utility payments to the City online by credit or debit card; and

WHEREAS, GPS provides the "GovPayNet Payment Network", consisting of governmental entities such as the City that have each contracted with GPS to accept payments on their behalf made using credit cards and debit cards by their users to such governmental entities, at no cost to the City; and

WHEREAS, Worldpay is a member of the Payment Type Organizations ("PTO") that will receive credit and debit card transactions that are submitted to Worldpay on the City's behalf; and

WHEREAS, DT, the City's financial accounting systems software provider, will agree to sell to the City a license to use the software computer programs for online utility billing payments; and

WHEREAS, Worldpay and GPS have submitted a Merchant Agreement to City, and DT has submitted a Software Agreement to the City, which the Council hereby approves.

NOW, THEREFORE, IT IS RESOLVED by the Council of the City of Dallas Center, Iowa, that the Merchant Agreement with Worldpay and GPS is hereby approved; the Software Agreement with DT is hereby approved; and the Mayor and Clerk are hereby authorized to execute both agreements on behalf of the City.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 12th day of February 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

MERCHANT AGREEMENT

This Merchant Agreement ("Agreement") is by, between and among:

DALLAS CENTER
1502 WALNUT STREET
P O BOX 396
DALLAS, IA 50063

referred to herein as "Merchant"; Worldpay, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter "Worldpay"); and Government Payment Service, Inc. (d/b/a "GovPayNet"), a Delaware corporation having a principal place of business at 7102 Lakeview Parkway West Drive, Indianapolis, Indiana 46268 ("GPS").

WHEREAS, GPS provides the "GovPayNet Payment Network," consisting of governmental entities that have each contracted with GPS to accept payments on their behalf made using credit cards and debit cards by their authorized users (individually, a "Cardholder" and collectively, "Cardholders") for transmission to such entities, and Merchant, in order to improve Merchant's services and enhance administration, desires to accept payments through GPS with such related support services as GPS provides; and

WHEREAS, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the "Payment Type Organizations" or "PTOs") require that Merchant enter into a contractual relationship with an entity that is a member of the PTOs and agrees to comply with PTO rules and regulations ("PTO Rules") as they apply to credit and debit card transactions that are submitted to Worldpay by GPS on Merchant's behalf; and

WHEREAS, by Merchant executing this Agreement, Worldpay is made a party to this Agreement and Merchant understands that (i) Merchant has contracted with GPS to obtain certain processing services; (ii) GPS has agreed to be responsible for all or part of Merchant's obligations contained herein; and (iii) Merchant is fulfilling the PTO Rules.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Worldpay, and GPS agree as follows:

1. Recitals.

The above recitals are by this reference incorporated into and made a part of this Agreement.

2. Security and Compliance.

- 2.1 Merchant acknowledges and agrees that certain PTO Rules apply to Merchant's acceptance of Cardholders' payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry ("PCI") Security Standards Council including PCI Data Security Standards ("DSS") are also applicable to Merchant's acceptance of payments from Cardholders. **In lieu of directly complying with all PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint GPS as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and GPS accepts such appointment subject to any limitations in this Agreement and any attachments hereto.** If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of GPS and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as GPS may reasonably request.
- 2.2 Merchant acknowledges that any Cardholder personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant's official duties, and will not be used by Merchant in violation of any PTO Rules or regulations or applicable law.

- 2.3 If at any time Merchant or GPS believes that Cardholder information has been compromised as a result of a breach of the GPS system, Merchant or GPS, as the case may be, must notify the other and GPS shall notify Worldpay, PTOs, Cardholders, and any other parties GPS is required to notify.
- 2.4 Merchant and GPS each additionally agrees to comply, at each party's expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties' businesses and operations.

3. GPS Obligations

GPS will enable Cardholders to pay amounts owed to Merchant by doing the following:

- 3.1 GPS shall obtain on Merchant's behalf authorization to process a charge to the Cardholder's credit card account or debit such Cardholder's debit card account for purposes of funding payment(s) by such Cardholder to Merchant. Such charges or debits shall be subject to acceptance by the card issuer, PTO rules, and any other applicable laws or regulations.
- 3.2 GPS shall act on Merchant's behalf in accepting payments from Cardholders made by credit cards and debit cards at the service fees listed on Attachment "A" to this Agreement. Cardholder shall pay all service fees unless Merchant advises GPS Merchant intends to pay all or any part of the service fees in the manner provided in this Agreement. For any service fees Merchant elects to pay, Merchant shall follow the payment procedures described in Attachment "B" to this Agreement. Merchant hereby authorizes GPS to net and retain as GPS's sole compensation service fees paid by Cardholders in addition to the payment amounts. GPS may modify Cardholder fees at its sole option, providing Merchant with 30 days' notice of such modification and a revised attachment reflecting modified fees prior to imposing a new fee structure. Service fees are non-refundable.
- 3.3 GPS shall transmit payment transactions on Merchant's behalf to Worldpay for further processing and shall further direct Worldpay to transfer Merchant's portion of all settling funds received from PTOs to Merchant in accordance with then-standard GPS practices. GPS shall establish unique payment codes on its system for the routing of Cardholder funds to Merchant. Such codes shall be available to Cardholders through Merchant or by accessing GPS's services.
- 3.4 GPS shall be responsible for the safety and security of all Cardholder information it obtains (such as the customer's PTO account number, expiration date, and CVV2) in connection with the processing services provided under this Agreement. GPS will maintain proper security and responsibility for Cardholder data while it is in GPS's possession, all at GPS's sole cost in accordance with applicable PCI DSS requirements.
- 3.5 GPS shall be responsible for all chargebacks initiated not more than 180 days after the transaction. When a cardholder initiates a chargeback within 180 days of a transaction, it automatically results in a provisional credit to the cardholder from a GPS account. If GPS determines that a chargeback may be inappropriate, GPS expects Merchant to provide reasonable assistance in any challenge GPS makes to the chargeback. GPS reserves the right to adjust service and security levels as GPS reasonably deems necessary to maintain payment security and integrity.
- 3.6 GPS reserves the right to charge Merchant for services or equipment beyond the scope of this Agreement, such as custom software development, non-GPS standard peripheral devices, and other services and support as the parties may agree upon from time to time.
- 3.7 GPS shall provide administrative support to Cardholders and to Merchant through a toll-free telephone help line and the Internet.
- 3.8 GPS shall provide Merchant with participation procedures, toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the GPS service to

Cardholders, and shall train Merchant staff on how to access and use, and how to assist Cardholders to access and use the GovPayNet Payment Network.

- 3.9 GPS shall be responsible for all federal, state, and local taxes that may be imposed upon its services only.

4. Merchant Obligations

Merchant's continued participation in the GovPayNet Payment Network is conditioned upon the following:

- 4.1 Merchant understands and agrees that its cooperation in promoting use of the GovPayNet Payment Network is a significant consideration for Merchant and GPS entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any GPS training or refresher training on the use and promotion of the GovPayNet Payment Network and its associated services; (ii) keep available for reference any user manuals and instructional materials GPS provides to Merchant; (iii) display logos, signage, literature, and other promotional and instructional materials that GPS provides and otherwise inform, encourage and assist Cardholders to use GPS for their payments to Merchant; and (iv) cooperate with all reasonable GPS requests to encourage greater use of the GovPayNet Payment Network. All marketing and promotion of GPS services by Merchant shall conform to guidelines provided by GPS from time to time.
- 4.2 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable Cardholders to access GPS from Merchant locations and enable GPS to communicate with Merchant. Further, Merchant shall be responsible for establishing and maintaining secure access at its locations to the GPS administrative system, including user identification, passwords and precautions for accessing all confidential information. GPS shall be entitled to rely on any communications or instructions initiated with Merchant's user identification, passwords or other security and identity tokens or devices. Merchant shall designate a primary contact and a secondary contact with which GPS may communicate on operational, technical, and administrative issues.
- 4.3 Merchant shall raise any claimed transaction or settlement errors with GPS within 12 months of the date of Merchant's receipt of the GPS report on which the claimed error appeared and shall otherwise follow the GovPayNet Payment Network participation procedures that GPS provides to Merchant, as such procedures may be updated from time to time. Merchant shall cooperate with GPS in the event of an overpayment to refund to GPS funds that GPS can demonstrate exceed Cardholder liabilities to Merchant.
- 4.4 Merchant shall provide GPS with prompt written notice of any change in the information Merchant provides to GPS necessary for Merchant's participation in the GovPayNet Payment Network, including but not limited to any change in its bank routing and account numbers.
- 4.5 In the event Merchant receives a payment from GPS that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation.
- 4.6 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the GovPayNet Payment Network for the duration of this Agreement.

5. Term and Termination

- 5.1 This Agreement shall become effective upon the date it has been executed by Merchant and GPS and shall continue for one year, automatically renewing for additional one year periods. Notwithstanding the foregoing, this Agreement shall terminate if and when Worldpay ceases to provide processing services to GPS or if terminated earlier as provided herein.
- 5.2 Merchant may terminate this Agreement upon 30 days' written notice to GPS and GPS shall promptly inform Worldpay of such termination. If at any time Merchant wishes to terminate the services of GPS but continue to process transactions under this Agreement through Worldpay, Merchant shall immediately upon GPS's cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to GPS.

- 5.3 GPS may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date; (b) upon 30 days written notice if Merchant fails to comply with GPS procedures for participating in the GovPayNet Payment Network (subject to Merchant's reasonable opportunity to cure); or (c) immediately if Merchant fails to comply with any other term of this Agreement.

6. GPS and Worldpay Representations and Warranties

Each of Worldpay and GPS represents and warrants as follows:

- 6.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 6.2 The employees, agents and subcontractors of Worldpay and GPS shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.
- 6.3 During the performance of this Agreement, each of Worldpay and GPS shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

7. Merchant Representations and Warranties

Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms. Merchant warrants that Merchant's decisions and instructions to GPS with respect to Cardholder responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

8. Notices

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person at or by first class U.S. Mail or by recognized courier directed to the address first stated in this Agreement, or if by facsimile, to GPS at (888) 665-4755 or if to Merchant to the facsimile number Merchant provides to GPS (in each case, with a hard copy following). Notices under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided by the recipient and sender receives a confirmation of such facsimile.

9. Disclaimers and Limitation of Liability

- 9.1 The sole purpose of this Agreement is to enable Merchant to participate in the GovPayNet Payment Network. Merchant understands and agrees that GPS takes no responsibility that amounts GPS transmits in payment to Merchant will fully satisfy any obligation to Merchant, and that GPS does not guarantee any particular outcome or result other than the delivery of each Cardholder's payment to Merchant.
- 9.2 Other than the limited agency of GPS to accept payments for Merchant nothing in this Agreement establishes or creates any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.
- 9.3 GPS shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of GPS.
- 9.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. GPS accepts no liability whatsoever for Merchant actions taken based on payment information provided by GPS even if such information proves to be incorrect.

- 9.5 **THIS IS A CONTRACT FOR SERVICES. GPS LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT GPS HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE GOVPAYNET PAYMENT NETWORK AND ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. GPS MAKES NO WARRANTIES THAT GPS SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR GPS SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. WORLDPAY'S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM GPS. WORLDPAY SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

10. Publicity

GPS shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

11. Intellectual Property

Merchant acknowledges and shall not challenge GPS's ownership of GPS trademarks, service marks, trade names, patents, copyrights, or other intellectual property ("GPS Intellectual Property"). Merchant agrees that any Merchant use of GPS Intellectual Property shall be in accordance with GPS instructions and subject to the control, direction and approval of GPS; that any rights arising out of such use shall inure solely to the benefit of GPS; and that Merchant shall have no ownership or other interest in GPS Intellectual Property.

12. Miscellaneous Terms and Conditions

- 12.1 **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 12.2 **Assignment.** This Agreement may not be assigned, in whole or in part, by GPS or by Merchant without prior written consent of the other party, which consent shall not be unreasonably withheld.
- 12.3 **Force Majeure.** All parties are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, or similar occurrences.
- 12.4 **Governing Law.** All matters of contractual interpretation shall be governed by the internal laws of the State of Indiana.
- 12.5 **No Waiver.** A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.
- 12.6 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.
- 12.7 **Severability.** In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.
- 12.8 **Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For

purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.

- 12.9 Complete Agreement. This Agreement, together with its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended, or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with PTO rules, law, or regulation and GPS provides notice to Merchant of such change and may modify fees per Section 3.2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

DALLAS CENTER

By: _____

Printed Name: _____

Title: _____

Date: _____

GOVERNMENT PAYMENT SERVICE, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____



ATTACHMENT “A” – SERVICE FEES AVAILABLE

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for Tax and Utility Payments Via Web or Gov\$wipe®
2.65% <i>Minimum Fee = \$1.00</i>
Service Fee Schedule for Administrative & Civil Payments Via Web or Gov\$wipe®
4.00% <i>Minimum Fee = \$1.00</i>

Premium Assistance Fee for All Payments Via Call Center	
Add \$2.50 to each fee amount for use of operator assistance.	Add \$1.50 to each fee amount for use of Integrated Response Unit.

ATTACHMENT “B” – ADDITIONAL SERVICES

General Service Terms

Merchant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Merchant’s behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize GPS to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through GPS of any types of payments; and (iii) modify the account(s) to which GPS shall direct payments to Merchant by specifying all such changes to GPS **in writing** (for purposes of this attachment, “**in writing**” means via letter, email, or facsimile). Any such changes require reasonable lead-time to implement and are subject to GPS acceptance and confirmation **in writing**.

Service Fees

Service Fees may be the responsibility of Cardholder, Merchant, or shared by Cardholder and Merchant. Unless Merchant advises GPS otherwise, Merchant will be presumed to have chosen that Cardholders shall be responsible for all Service Fees. If Merchant elects to pay all or any portion of the Service Fee, Merchant must so advise GPS **in writing**. For any Service Fees Merchant elects to pay, GPS will debit Merchant’s account for Merchant’s share of the Service Fee in accordance with the terms of the debit authorization form Merchant completes. Merchant must allow GPS 30 days to make any changes Merchant requests to the Service Fee responsibility.

Service Models

GPS provides an e-commerce payment solution to entities that contract to participate in the GovPayNet Payment Network. Basic service policies include a system designed to be available 24 hours a day, 7 days a week, 365 days a year; access to online administrative, analytical, and reporting capabilities; and customer service support to Merchant’s payers and staff. GPS will cause funds to be forwarded electronically to Merchant’s designated account(s) for all approved transactions which are accepted by Merchant within two banking days after transaction authorization, or will remit funds by check if Merchant so requests **in writing**.

Cardholders may make payment transactions via the Internet or by toll-free telephone. All payments are processed using the Internet regardless of their method of initiation. GPS makes various methods of system access available to paying parties, including integrated solutions. The following additional terms apply to Merchant’s use of *Gov\$wipe*® and *ConnexYourGov*®.

By electing to utilize such services, Merchant agrees to the following:

Gov\$wipe: If Merchant selects *Gov\$wipe*, GPS will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Merchant understands that GPS card readers are embedded with proprietary technology (“Firmware”). GPS grants Merchant a license to use such card readers and Firmware for the duration, and only for purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location Merchant designates. Or, at GPS’s option, Merchant will allow GPS and its designated representatives reasonable access to Merchant’s premises for purposes of training or device installation, repair, removal, modification, upgrades, or relocation. GPS is solely responsible for the maintenance of its card readers and shall supply Merchant with replacements on Merchant’s request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Merchant to return card readers to GPS, at GPS’s expense and by such method as GPS specifies.

Merchant may request an increase or decrease in the number of card readers deployed **in writing**. Any such changes will be subject to GPS acknowledgment and acceptance **in writing**. GPS shall communicate shipping and handling procedures and any costs to Merchant in advance of taking action.

ConnexYourGov: If Merchant elects to utilize GPS’s *ConnexYourGov* solution, Merchant must provide GPS with photographs, graphics, digital assets, or digital images legally created, taken, or acquired by Merchant (collectively, “Images”) that Merchant desires GPS to use. All Images that participating Merchants deliver to GPS become subject upon

delivery to a limited license granting GPS a non-exclusive right to reproduce, publicly display, and distribute the Images only for purposes of this Agreement. Any other GPS use of Images must be with Merchant's express written permission. Images may contain copyright management information at the discretion of Merchant in the form of either (i) a copyright notice (©) and/or (ii) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the parties. All rights relating to the Images remain the sole and exclusive property of Merchant.

Security

If desired, GPS may connect with Merchant's systems in a variety of methods. Any interfaces GPS establishes shall be based on specifications Merchant and GPS mutually develop. Merchant is responsible for advising GPS of any system changes that may affect such interfaces prior to their implementation. A Merchant interfacing with GPS may receive Cardholder information that is subject to PCI DSS which will be the Merchant's responsibility to secure. **GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GPS.**

Gov\$wipe card readers are designed to communicate Cardholder data to GPS through Merchant's computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for *Gov\$wipe* transaction processing and is enabled solely by Merchant's computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. **GPS IS NOT LIABLE TO MERCHANT FOR EXPOSURE OF MERCHANT'S COMPUTERS OR NETWORKS TO MALICIOUS SOFTWARE OR HARDWARE OF ANY KIND.**

American Express® Card Acceptance

1. American Express Compliance. Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

2. Processing Restrictions. Merchant is prohibited from processing transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

3. Third Party Beneficiary Rights. a. Notwithstanding anything in this Agreement to the contrary, Merchant confers on American Express the third party beneficiary rights, but not obligations, to the Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Merchant and GPS and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.

b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between GPS and American Express and at no time will attempt to enforce any such agreements against American Express.

4. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

SOFTWARE AGREEMENT
DATA TECHNOLOGIES, INC.
14225 DAYTON CIRCLE SUITE 4
OMAHA, NEBRASKA 68137

Division and Company: City of Dallas Center
Attention of/Department: Ms. Kathy Steele
Street Address: 1502 Walnut St
PO Box 396
City, State, Zip Code: Dallas Center, IA 50063-0396

Contract Preparation Date: 01/21/2019

DATA TECHNOLOGIES, INC. (hereafter DT), agrees to sell and Customer agrees to purchase the license to use the software computer programs or packages listed in accordance with the following terms and conditions. The program(s) or package(s) licensed by Customer will be referred to hereinafter as "program", and includes the annual updates if indicated below as applicable.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Utility Billing Internet Bill Pay Third Party Interface	1	\$1,000.00	\$1,000.00
Implementation of Utility Billing Internet Bill Pay Third Party Interface will be done remotely at the rate of \$95.00 an hour (Estimate 1-2 hours)	Est. 1.5	\$95.00	Est. \$142.50

All Services are billable unless otherwise stated.

Implementation services include set-up, installation and training. The number of implementation service hours is estimated. Additional implementation service hours are available at the rate of \$95.00 per hour.

Note: Utility Billing Internet Bill Pay Third Party Interface is for taking customer initiated Credit Card payments over the internet. The credit/debit card information is never entered in Summit thus eliminating the exposure of someone getting credit card information from the city.

This solution allows you to provide your payment gateway a file of all customer balances as often as desired and to import the internet payments into Receipts Management or Utility Billing. Customers will only see their balance owed as of the last time you have exported balances.

This solution does not require a client server. It is not related to taking credit card payments at the counter.

The cost of Utility Billing Internet Bill Pay Third Party Interface is based on the ability of the payment gateway vendor using our existing .csv or XML file layouts with headers defined by us. If the vendor can't use either and requires us to modify our interface, we will need to quote the cost of those modifications.

There may be additional costs from your payment gateway but you may be able to pass on the costs to your customers if you choose to do so.

SUMMIT PROGRAM LICENSE FEE: \$1,000.00 + SERVICES & NON-SUMMIT PRODUCTS: \$142.50 = **TOTAL INITIAL FEE:** \$1,142.50

Payable As Follows:

On execution of the Agreement, fifty percent of the total purchase price	<u>\$571.25</u>	
At Shipment, balance of total purchase price (Plus Applicable Sales Tax & Freight)	<u>\$571.25</u>	
ANNUAL SUMMIT LICENSE FEE (ALF):		\$100.00
ANNUAL SUMMIT PRODUCT SUPPORT AGREEMENT (PSA):		\$100.00
DURATION OF ALF and PSA: <u>One Year</u> (First year will be prorated through 12/31, first 90 days free)		

1. PAYMENT. Customer shall pay DT remainder of the One Time Program License Fee on delivery of the program. Customer shall pay DT an Annual Program Update License Fee, if applicable, for each calendar year, or portion thereof, for the specified duration of the license.

2. GRANT OF LICENSE. DT grants to Customer a personal, nonassignable, nontransferable and nonexclusive license to use program solely in the conduct of Customer's business, only at the locations designated by Customer on the final page of this Agreement. Customer acquires only the right to use the program and does not acquire any legal or equitable right of ownership in program. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Customer without prior written consent from DT.

3. TAXES. In the event that the license herein is or becomes the subject of any tax, assessment tariff, duty or other tax or assessment, payment of any such tax or assessment shall be the responsibility of Customer and, if DT is assessed, Customer shall promptly reimburse DT for any payment made. In the event that a waiver or exemption is available to avoid such an assessment, it shall be Customer's responsibility to apply for such waiver and pay the expense thereof.

4. MODIFICATION. Customer shall inform DT in writing of any modifications made by Customer to Customer's computer hardware.

5. DELIVERY. If a delivery date is specified, the program shall be delivered on the date specified, provided, however, if delivery is delayed through no fault of DT, the date of delivery shall be extended for a period of time equal to the period of delay.

6. DUPLICATION. Customer will not permit the program or related materials to be duplicated or used at any other than the original location or substitute location as provided herein, whether gratuitously or for a valuable consideration, by or for the benefit of any organization, corporation, partnership, business association or individual.

7. PROPRIETARY RIGHTS. Customer recognizes that program system, documentation, manuals and other materials supplied by DT to Customer are subject to the proprietary rights of DT. Customer agrees with DT that program documentations and all information or data supplied by DT in machine readable forms are trade secrets of DT and as such are protected by civil and criminal law and by the law of copyright and are very valuable to DT and that their use and disclosure must be carefully and continuously controlled. Customer shall not provide or otherwise make available any licensed program or related materials, in any form, to any other person without prior written consent from DT. Upon termination of this Agreement, Customer shall return program and related documents to DT.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND LIMITATIONS

8. LIMITED WARRANTY--LIMITATION AND DISCLAIMER.

- a. DT provides no warranty with respect to software resold by this agreement, which was developed by another manufacturer. Any warranty of the other manufacturer is assigned to Customer.
- b. With respect to software developed by DT, DT represents and warrants that the software is free from defects and will conform to specifications. DT will replace or correct, at DT's election and sole expense, any defective portion of the software for a period of 90 days. Customer acknowledges that Customer has reviewed the software, and selected the design and quality of the program and agrees that the software is suitable for Customer's purposes and, in particular, Customer has determined that the software specifications are appropriate for operation in the Customer's environment.
- c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- d. IN NO EVENT WILL DT BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF DT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e. CUSTOMER'S REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.

9. NON-WAIVER. No delay or failure of DT in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. DT may accept any payments from any person tendering the same without thereby accepting such person as Customer hereunder or waiving any breach of covenant or provision against assignment or transfer by Customer.

10. ASSIGNMENT. DT may assign its rights under this Agreement. Customer, upon receiving notice from DT of any such assignment, shall abide thereby and make payments as directed. Customer's rights to use program documentation, manuals and other materials supplied by DT hereunder shall not be assigned, licensed, or transferred to a successor, affiliate, or any other person, firm, corporation or organization, voluntarily by operation of law, or in any other manner without the prior written consent of DT nor shall Customer permit any other person or organization to use program.

11. SEVERABILITY. If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remaining terms shall have full force and effect.

12. BINDING EFFECT. Customer agrees that this Agreement binds the same to Customer and each of its employees, agents, representatives, and associates.

13. APPLICABLE LAW. This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

14. NOTICE. All notices or communications given or sent to either party, except emergency requests for services, must be in writing and delivered in person or sent by certified mail, return receipt requested, to Customer and DT at their designated addresses or such other addresses as either party shall designate in writing.

15. CUSTOMER'S REMEDIES. Customer's remedies in this Agreement are exclusive.

16. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement supersedes all proposals, or written, and oral negotiations, conversations, or discussions, heretofore had between the parties related to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instruments submitted by Customer.

No agent, employee or representative of DT has any authority to bind DT to any affirmation, representations or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Customer. This Agreement may not be waived, altered or modified except by written agreement of the parties.

17. EFFECTIVE DATE. This Agreement shall be effective upon the date set forth below when executed by both parties.

18. TERMINATION. DT may terminate the rights of Customer under this Agreement in the event of a default by Customer. DT's software has been designed to cease functioning in the event that the annual license fee is unpaid. Customer acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual Program Update License fees and any other charges payable for the entire duration of this Agreement shall, upon written notice by DT become due and payable. This remedy shall be in addition to any other remedy lawfully available to DT. In the event of termination by DT or by Customer (as herein provided) Customer shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to DT that all copies or partial copies have been destroyed. Customer shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual Program Update License fees, notwithstanding such termination.

Default in respect to payment shall mean the Customer's failure to pay any amount, which is past due, within ten (10) days after written notice to Customer that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Customer; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of DT (as defined by paragraph seven); of Customer's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Customer shall hold DT harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages.

Customer shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Customer shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Customer shall not have the right to terminate after Customer is in breach of this contract. DT shall not be required, under any circumstances, to refund any portion of the One Time Program License Fee or the Annual Program Update License Fee, already paid.

THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THIS AGREEMENT entered into this _____ day of _____ 20_____.

PURCHASER:

(Sign Here) _____

Customer Signature

Print Name: _____

Title: _____

ACCEPTED:

DATA TECHNOLOGIES, INC.
14225 DAYTON CIRCLE SUITE 4
OMAHA, NEBRASKA 68137

By: _____

Title: _____

Date Accepted: _____

RESOLUTION NO. 2019-6

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, the following transfers are hereby authorized:

		Debit	Credit
Transfer from			
Depr transfer out	029-910-6910	\$25,000.00	
Depr Swim Pool savings	029-000-1163		\$25,000.00
Transfer to			
T&A Burnett (pool) savings	167-000-1161	\$25,000.00	
T&A Burnett Rec transfer in	167-910-4860		\$25,000.00
Transfer to			
Depr Fire savings	029-000-1165	\$ 1,998.70	
Depr Fire cd	029-000-1176	\$65,000.00	
Transfer from			
Depr Police savings	029-000-1160		\$ 1,998.70
Depr Police cd	029-000-1170		\$65,000.00

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 12th day of February 2019.

Mike Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

PROCLAMATION

WHEREAS, honey bees and native insects are important as pollinators for a third of the food we eat and honey bees are vital in production of over 90 crops grown across the nation, many of which are in Iowa. Honey bees contribute to a healthy Iowa environment by assuring availability of fruits, vegetables, nuts, and flowers for wildlife and all Iowans.

WHEREAS, Iowa's 45,000 or more honey bee hives produce about 4 million pounds of honey valued at over \$8 million and honey bees provide an estimated \$92 million economic value to Iowa crops from their pollination.

WHEREAS, Iowa has over 4,500 beekeepers representing hobbyists, sideliners as part time businesses and full-time commercial beekeepers. Hobby beekeepers have as few as one hive to commercial operations with thousands of hives.

WHEREAS, traditionally beekeeping occurred in rural areas of Iowa. Now beekeeping increasingly occurs in urban areas with the rising interest of hobby beekeepers for keeping beehives in Iowa cities and towns.

WHEREAS, the State of Iowa has an active apiary inspection program to protect honey bees and beekeepers from introduction and spread of apiary diseases and pests.

WHEREAS, honey bees face serious threats from invasive pests, decreasing bee friendly forage, variable climate and increasing pesticide and herbicide pressure.

THEREFORE, I, Michael A. Kidd, Mayor of the City of Dallas Center, Iowa, do hereby proclaim February 27, 2019 as

IOWA HONEY BEE DAY

and encourage all citizens, residents and visitors to join in observing this day and focusing on the importance of honey bees to our state economy, to enjoy the honey and other products of honey bees, to recognize the honey bees' role in maintaining our Iowa environment, and to assist in reducing the threats to honey bee survival in our state.

Michael A. Kidd, Mayor



CUSTOMER AGREEMENT FOR SECURE IT ASSET DISPOSITION SERVICES

This Customer Agreement for Secure IT Asset Disposition Services (this "Agreement") is entered into as of February, 5 2019 (the "Effective Date") by and between City of Dallas Center, ("Customer") and (please check one) ☒ Iron Mountain Information Management Services, Inc. or ☐ Iron Mountain Information Management Services Canada, Inc. ("IM" or "Iron Mountain").

The following terms and conditions shall apply to this Agreement.

1. **Secure IT Asset Disposition Services.** IM will perform the IT Asset disposition and related services described on schedules and/or statements of work annexed to this Agreement. All services will be provided subject to the terms and conditions set forth herein and in any schedule and/or statements of work. As used herein, "IT Assets" shall mean the Customer's computer hardware and electronic equipment processed by IM in connection with this Agreement including, without limitation, personal computers, monitors, laptops, hard drives, printers, facsimile machines, and other computer equipment and computer related peripherals.
2. **Term.** The term of this Agreement shall commence on the Effective Date set forth above and continue for one (1) year after commencement. This Agreement shall thereafter continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date.
3. **Pricing.** Rates and charges shall be as specified in the schedules, quotations and/or statements of work and shall be paid by Customer in accordance therewith. Rates and charges shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time by IM upon thirty (30) days' written notice. Transportation surcharges apply and change monthly without notice in accordance with IM's fuel surcharge policy, which may be found at <http://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuel-surcharge>.
4. **Payment Terms.** Payment terms are net, thirty (30) days. Customer shall be liable for late charges totaling one percent (1%) per month of the outstanding balance. If Customer fails to pay IM's charges (other than disputed charges) within forty-five (45) days after the date of an invoice, IM may, at its option: (a) suspend service, or (b) terminate this Agreement. At any time during the term of this Agreement, IM may require Customer to enroll in electronic payment (including auto-pay) at no additional charge to Customer if: (i) Customer fails to pay its charges pursuant to the payment terms herein; or (ii) Customer's annual account charges meet IM's requirement for electronic payment. Prior to the expiration or termination of this Agreement, IM may require full payment by certified check in advance.
5. **Purchase Orders.** In the event that Customer issues a purchase order to IM covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.
6. **Confidentiality.** "Confidential Information" means any information relating to the property, business and affairs of the party disclosing such information to the receiving party. Unless such Confidential Information was previously known to IM free of any obligation to keep it confidential, is subsequently made public by Customer or is disclosed by a third party having a legal right to make such disclosure, it shall be held in confidence by IM and shall be used only for the purposes provided in this Agreement. IM shall use the same degree of care to safeguard Customer Confidential Information as it uses to safeguard its own but, in any event, no less than reasonable care.
7. **Representations and Warranties.**
 - a. Customer represents and warrants to IM that Customer is the owner, legal custodian, or otherwise has the right to deliver for confidential destruction the IT Assets and any materials or data Customer provides to IM in connection with the IT Assets, and that Customer has the right and authority to sell, convey, and transfer such IT Assets to IM, and that such IT Assets are not subject to liens, security interests, foreclosures, or other encumbrances. Customer agrees to indemnify and hold IM harmless from and against any and all third party claims or demands and related damages and liabilities (including reasonable attorney fees and expenses) arising out of IM complying with its obligations under this Agreement to destroy Customer's IT Assets, materials or data in the event of a dispute concerning such destruction by IM.
 - b. Customer represents and covenants that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the goods or services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; and (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause Iron Mountain to be in violation of such laws and regulations, and will not require Iron Mountain to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Customer will not provide Iron Mountain any goods, software, services and/or technical data subject to export controls and controlled at a level other than EAR99/AT.
 - c. Customer shall only deliver to IM those IT Assets listed as accepted in a schedule or statement of work, and shall not deliver to IM any material considered toxic, dangerous, or regulated under any federal or state law. Customer represents and warrants that: 1) the IT Assets are "Universal Waste" and do not constitute a "Hazardous Waste" as such terms are defined by the EPA, 2) the IT Assets shall be packaged in a manner to prevent releases into the environment, and 3) that their removal by IM does not constitute a violation of any federal, state, or local environmental laws or regulations. Customer shall indemnify IM for damage to equipment or injury to personnel resulting from Customer's breach of this section.



- d. In the event that the IT Assets are delivered to IM in or from a Customer facility in the state of California, Customer represents and warrants that all IT Assets (including, without limitation, all cathode ray tube, plasma, and LCD monitors, displays and televisions) were purchased by Customer in California and primarily used by Customer in California.
- e. IM warrants to Customer that Services will be performed in accordance with all applicable federal and state environmental laws and regulations, including, without limitation, regulations enacted by the United States Environmental Protection Agency ("EPA") governing the "Recycling" and "Reuse" of the Equipment, as those terms are defined in the applicable EPA regulations. At the conclusion of the Services and full payment therefor, IM shall execute and deliver to Customer a Certificate of Recycling and/or Destruction in applicable form.
- f. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NO REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL BE BINDING ON EITHER PARTY AS A WARRANTY.
- g. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.
8. **Limit of Liability.** IM shall not be responsible or liable in any manner whatsoever for the contents of any IT Assets delivered to it for disposition, and shall have no liability for the disposition of such IT Assets pursuant to Customer's direction. IM shall not be liable under this Agreement unless IM fails to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of IM's liability is limited to the aggregate amount Customer paid for the particular service during the six (6) months preceding the event which gave rise to the claim. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, OR THE COST OF RECREATING ANY DATA OR INFORMATION, REGARDLESS OF WHETHER AN ACTION IS BROUGHT IN TORT, CONTRACT OR UNDER ANY OTHER THEORY OF LIABILITY.
9. **Force Majeure.** Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.
10. **Delivery, Shipment and Risk of Loss.** Unless otherwise agreed in a statement of work, Customer shall bear the risk of loss of and any other risk pertaining to the IT Assets until such IT Assets are delivered to IM or its representatives. For purposes of the preceding sentence, delivery of IT Assets shall occur when IM receives physical possession of the IT Assets. It is Customer's sole and exclusive responsibility to ensure that only the IT Assets intended for processing by IM under this Agreement are delivered to IM. If Customer ships IT Assets to IM via carrier, it is Customer's sole and exclusive responsibility to ensure that the carrier's bill of lading or other freight documentation includes an accurate description of the type, quantity and condition of the IT Assets shipped to IM and reflects the correct number of pallets, if applicable. IM shall be entitled to rely solely on the bill of lading or other freight documentation and shall not be liable or responsible to Customer for any claim of inaccuracies or inconsistencies between the bill of lading or other freight documentation and Customer's records or accounting of the type, quantity or condition of the IT Assets or number of pallets shipped to IM.
11. **Assignment; Performance of Services by IM Affiliates or Subcontractors.** IM may assign this Agreement, in whole or in part, and may delegate or subcontract any or all of its obligations under this Agreement, to an affiliate of IM. Such affiliate may invoice Customer directly. IM may also delegate or subcontract certain of its obligations to its third party vendors and subcontractors. IM acknowledges that it shall remain directly liable to the Customer for the performance of such delegated obligations.
12. **Additional Services.** This Agreement sets forth the complete terms and conditions for IT Asset disposition services only. In the event that any other services are provided under this Customer ID, such services shall be governed by the terms and conditions of IM's standard Customer Agreement for such services.

CUSTOMER:	IRON MOUNTAIN
Individual Signing: [print name]	Individual Signing: [print name]
Signature:	Signature:
Title:	Title:
Signing Date:	Signing Date: