

AGENDA
Dallas Center City Council
February 14, 2017 – 7:00 PM – Legion Hall

PUBLIC HEARING – on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of the Trailhead Restrooms Project.

1. Pledge of Allegiance
2. Roll Call
3. Action to approve agenda
4. Action to approve consent agenda
 - a. Approve minutes of January 10th regular meeting and January 17th, January 24th, February 1st and February 7th special meetings
 - b. January Treasurer's Report
 - c. January Police, Fire/Rescue, Compliance and Water Reports
 - d. Approve hiring Cassidy Fox as Summer Pool Manager at \$15/hr effective February 15, 2017, pending background check
 - e. Approve invoices for payment (review committee Pearson and Pion)
5. Discussion and possible action on address renumbering on Orchard Lane as a result of Cross Country Estates Plat 5 (replat of Lot 6) which created additional lots
6. Public Communications and Concerns
7. Sheriff Chad Leonard – proposed Dallas County Law Enforcement Center
8. Public Works Report
9. Southwest Stormwater Drainage Improvements – Phase 1
 - a. Engineer's Report
 - b. Partial Payment Estimate No. 2 – Progressive Structures, LLC - \$ 59,736.00
10. Trailhead Restrooms Project
 - a. Engineer's Report on Opening of Construction Bids, and consideration of bids
 - b. Action on Resolution 2017-7 – adopting plans, specifications, form of contract, and estimate of cost
 - c. Action on Resolution 2017-8 – making award of contract
 - d. Action on Resolution 2017-9 – approving contract and bond
11. Engineer's Report –
 - a. Water Plant Phase 1 update
 - b. Sanitary Sewer Pilot Program schedule overview and funding options
12. Capital Improvements Plan – discussion by City Engineer on 2017 process to develop Plan and setting meeting dates
13. Walnut Creek Watershed Management Authority
 - a. Report – Watershed Management Plan
 - b. Action on Resolution 2017-13 – approving the Walnut Creek Watershed Master Plan
14. North Raccoon River Watershed Management Coalition
 - a. Correspondence from City of Storm Lake
 - b. Possible action on Resolution 2017-14 – authorizing the City of Dallas Center to enter into a 28E Agreement with the North Raccoon River Watershed Management Coalition
15. Tree Board request for Tree City USA designation – discussion and possible action
 - a. Action to approve Resolution 2017-10 – Arbor Day Proclamation
16. Police Department
 - a. Discussion of alternatives – retain City police force (and to proceed to start process to hire chief and officer) or contract with Dallas County Sheriff
 - b. Action to determine the method of law enforcement services for the City
17. Action to approve Resolution 2017-11 – rescinding repayment agreement with Dustin Runge
18. Action to approve Resolution 2017-12 – Metro Arts Alliance Concert Site Host Agreement (Jazz in July) and payment of \$600 fee
19. Action to approve Ordinance 508 – increasing the fees for the commercial solid waste removal rate to a minimum of \$20.52/month effective April 16, 2017, first reading
20. Action to approve Resolution 2017-15 – Cintas facility services rental service agreement
21. Action on tax abatement applications
22. Discussion and possible action to allow employees to choose overtime pay or comp time accrual

23. Action to set public hearing on 2017-2018 Dallas Center City Budget for 7 p.m. on March 14, 2017
24. Council reports
25. Mayor's report
26. Adjournment

Cindy Riesselman
City Clerk

Claims

Access Systems Leasing	Feb Lease	\$329.60
Acco Unlimited Corp	Chemicals	\$328.04
Agsource Cooperative Svcs	Jan Serv	\$666.50
Ahlers & Cooney, Pc	2016 Go Bond	\$12,862.23
Alexis Fire Equipment Co	Gear	\$9,491.00
Baker & Taylor Co.	Books	\$377.26
Baker & Taylor Co.	Books	\$36.64
Bay Bridge Administrators	Cancer Policy	\$126.30
Bay Bridge Administrators	Cancer Policy	\$126.30
Becky Mcvey	Refund rental	\$50.00
Brown, Fagen & Rouse	Retainer	\$1,947.00
Casey's General Store	Jan Serv	\$237.71
Ced - Columbia	Repairs	\$81.48
Central Salt, Llc	Road Salt	\$1,570.40
Centurylink	Jan Serv	\$543.61
Cintas Corporation #762	Jan Serv	\$82.16
Cj Cooper & Associates	Drug Testing	\$35.00
Occupational Health Centers	Drug Testing	\$44.00
Dallas Center Rotary	Dues	\$344.00
Data Technologies	Forms	\$166.26
Delta Dental	Premiums	\$41.18
Delta Dental	Premiums	\$577.86
Delta Dental	Premiums	\$31.70
Digital Stew Services	Repairs	\$3,600.40
Eftps	Fed/Fica Tax	\$4,286.46
Eftps	Fed/Fica Tax	\$3,746.61
Eftps	Fed/Fica Tax	\$3,100.68
Elite Electric & Utility	Repairs	\$535.68
Fastsigns	Sign	\$89.19
Gatehouse Media Iowa Holdings	January Publications	\$195.81
Gis Benefits	Premium	\$29.70
Gis Benefits	Premium	\$24.85
Gis Benefits	Premium	\$29.70
Jerry Greif	Jan Serv	\$80.00
Hd Supply Waterwors, Ltd	Tools/supplies	\$495.12
Heartland Co-Op	Jan serv	\$1,012.25
Hotsy Cleaning Systems	Supplies	\$221.00
Hsa Cory, Rochelle	Hsa	\$150.00
Hsa Riesselman, Cindy	Hsa	\$650.00
Hsa Slaughter, Brian	Hsa	\$150.00

Hsa Steele, Kathy	Hsa	\$150.00
Iowa Codification, Inc	2017 Updates	\$283.00
Iowa Firefighters Assoc.	Dues	\$221.00
Iowa League Of Cities	Dues	\$100.00
Iowa One Call	Jan Serv	\$55.80
Iowa Title Company	Legal Expenses	\$740.00
Ipers	Ipers	\$4,968.89
Ipers	Ipers	\$0.13
Ipers	Ipers	\$4,170.75
Iron Mountain	Jan Serv	\$47.16
Jim's John Inc	Dec Serv	\$300.00
Karen's Quality Cleaning	Jan Serv	\$515.00
Kempker's True Value	Repairs	\$157.32
Koch Brothers	Copies	\$248.80
Mercy College Health Sciences	Training	\$7.50
Mediacom	Jan Serv	\$54.99
Menards	Repairs/Supplies	\$60.96
Metro Arts	Jazz In July	\$600.00
Metro Waste Authority	Jan Serv	\$380.76
Midamerican Energy	Jan Serv	\$5,663.27
Moss Bros, Inc	Repairs	\$14.08
Mph Industries, Inc.	Repairs	\$1,899.00
Napa Auto Parts	Supplies	\$32.94
Nationwide Retirement Sol	Deferred Comp	\$200.00
Nationwide Retirement Sol	Deferred Comp	\$200.00
Office Depot	Supplies	\$117.96
Overhead Door Co, Of Dsm	Repairs	\$211.40
Progressive Structures, Llc	Sw Storm Water	\$59,736.00
Progressive Structures, Llc	Sw Storm Water	\$119,508.10
Treasurer - State Of Iowa	Sales Tax	\$2,327.85
Kathy Steele	Mileage	\$10.80
Storey Kenworthy/Matt Parrott	Supplies	\$306.12
Usa Blue Book	Tools	\$140.12
Veenstra & Kimm	Jan Serv	\$27,536.11
Verizon Wireless	Jan Serv	\$233.81
Treasurer - State Of Iowa	State Tax	\$1,311.00
Treasurer - State Of Iowa	State Taxes	\$1,143.00
Waste Management Of Iowa	Jan Serv	\$15,098.82
Wellmark Bcbs	3rd Party Eob	\$70.00
Wellmark Blue Cross Blue Shield	Premiums	\$548.58
Wellmark Blue Cross Blue Shield	Premiums	\$5,670.75
Wellmark Blue Cross Blue Shield	Premiums	\$275.52
Wells Fargo	Supplies/postage/repairs	\$611.81
Ziegler Inc	Supplies/repairs	\$682.38
Total paid		\$305,105.16

General	\$57,668.38
T&A(SI)	\$3,505.00
Rut	\$3,866.33
T&A(Eb)	\$3,875.16
Rec Trail	\$3,348.70
Water	\$10,253.58
Sewer	\$5,546.36
Storm District	\$217,041.65
 Total by Fund	 \$305,105.16

Revenues

General Total	\$23,667.80
T&A (Pd) Benevolent	\$0.21
T&A(Ft) Total	\$13.29
T&A(Sc) Total	\$1.10
Capital Improvement	\$24.34
T&A(SI) Total	\$181.51
Rut Total	\$18,175.32
T&A(Eb) Total	\$761.02
Emergency Levy Fund	\$87.73
Tif Total	\$9.45
Burnett Project Total	\$32.23
T&A(Bc) Total	\$26.77
T&A(Pd) Total	\$0.37
Rec Trail Total	\$10,000.00
Debt Service Total	\$1,298.76
T&A(B) Total	\$1.20
T&A(Y) Total	\$0.69
Water Total	\$30,142.87
Sewer Total	\$23,915.15
Storm District Total	\$5,051.68
 Total Revenue	 \$113,391.49

The Dallas Center City Council met in regular session January 10, 2017 at 7:00 pm. Mayor Kidd called the meeting to order and led the pledge of allegiance. Council members present included David Bagby, Ryan Kluss, Ryan Pearson, Curtis Pion and Danny Beyer.

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

Motion by Beyer, 2nd by Pearson to approve consent agenda (Approve minutes of December 13th regular meeting and January 4th and 5th budget meetings; December Treasurer's Report; December Police, Fire/Rescue, Compliance and Water Reports; Approve invoices for payment (review committee Kluss and Beyer). Motion passed 5-0.

There were no public communications and concerns.

Brian Slaughter gave the public works report.

Southwest Stormwater Drainage Improvements – Phase 1

Veenstra gave a project update

Motion by Kluss, 2nd by Bagby to approve Change Order No. 1 -- net decrease of \$11,316. Motion passed 5-0.

Motion by Pion, 2nd by Pearson to approve Partial Payment Estimate No. 1 – Progressive Structures, LLC - \$119,508.10. Motion passed 5-0.

Motion by Kluss, 2nd by Beyer to approve Resolution 2017-2 -- approving permanent easement from Spurgeon Manor, Inc. (connection to county drain tile) north of storm water detention pond. Roll call all ayes, motion passed.

Council directed Veenstra to communicate with Vic Mitchell regarding excess dirt request. He will have to pay to move it and the movement needs to be coordinated with Progressive Structures so as to not disrupt their work.

Trailhead Restrooms Project

Veenstra gave a project update.

Motion by Kluss, 2nd by Pion to approve Resolution 2017-3 -- ordering construction of the Trailhead Restrooms Project and fixing a date for hearing thereon and taking of bids therefore. Roll call all ayes, motion passed.

Engineer's Report

Water Plant Phase 1 update-this will be ready for competitive quotes in February or March. Veenstra will have more information next month.

Veenstra discussed the Sanitary Sewer Pilot Program schedule overview and funding options.

Public Safety Committee Report -- council discussed the two law enforcement options (keeping our own department of contracting with the Dallas County Sheriff's Department) and scheduled two public forums for January 24th and February 7th at 7:00 pm at Memorial Hall.

Motion by Kluss, 2nd by Pion directing attorney Brown to prepare a resolution rescinding the repayment agreement with Dustin Runge. Motion passed 5-0.

Motion by Pion, 2nd by Bagby directing the Burnett Trust Trustee to distribute trust proceeds in cash. Motion passed 5-0.

Motion by Beyer, 2nd Kluss to approve Resolution 2017-1 -- amending the Personnel Policy and Procedure Manual with respect to the seasonal employment of relatives. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Pearson to approve re-designating Resolution 2016-42 -- adopted November 8, 2016, approving the budget amendment as Resolution 2016-42A rather than Resolution 2016-42. Motion passed 5-0.

Motion by Beyer, 2nd by Pion to approve Resolution 2017-4 -- copier lease agreement for the library with Koch Brothers. Roll call all ayes, motion passed.

Council reports – Pion inquired about the status of 403 15th Street. Brown stated that owners need to be located and served notices, he will begin this process in the spring. Beyer stated the next Economic Development Committee meeting is Saturday, January 21st at 8:00 am at Candlelit Way Wedding Chapel. Bagby stated Jazz in July is a go and he will have more details next month.

Mayor's report – Kidd suggested that once we have possession of 403 15th Street, council consider involving Habitat for Humanity.

Meeting adjourned at 8:42 pm.

Cindy Riesselman
City Clerk

Claims

Access Systems Leasing	January Lease	\$240.21
Affinitycare, Inc	2017 1st Qtr Eap	\$33.60
Agsource Cooperative Svcs	Tests	\$636.00
Alley Auto Sales	Supplies	\$24.95
Ascap	Annual Fee	\$341.00
Mary Mosiman	State Examination	\$4,305.00
Aztec	Domain Name/Jan Serv	\$280.55
Baker & Taylor Co.	Books	\$536.65
Mmit Business Solutions Group	Jan Lease	\$105.89
Bankers Trust	SW Storm Fee	\$250.00
Bay Bridge Administrators	Cancer Policy	\$126.30
Broadlawns Medical Center	Pre-Employ Physical	\$58.00
Brown, Fagen & Rouse	Feb Serv	\$7,485.08
C&M Plumbing Llc	Repairs	\$273.21
Capital City Equipment Co	Supplies	\$73.98
Casey's General Store	Dec Serv	\$420.26
Ced - Columbia	Supplies	-\$184.82
Centurylink	Dec Serv	\$629.29
Clive Power Equipment	Repairs	\$134.71
Crossroads Ag, Llc	Supplies	\$61.50
Culligan Water System	Dec Serv	\$10.10
De-G Community School Dist	Easement	\$1.00
Deaton Truck And Auto Inc	Repairs	\$145.20
Delta Dental	Jan Premium	\$42.76
Delta Dental	Jan Premium	\$576.28
Digital Stew Services	Jan Serv/Repairs	\$664.89
Dmc Welding & Repair Llc	Service	\$34.45
Ed Leedom	Compliance	\$335.94
Eftps	Fed/Fica Tax	\$3,878.53
Eftps	Fed/Fica Tax	\$3,792.90
Elite Electric & Utility	ISU Pilot Project	\$2,483.94

Emc Insurance Company
 GATEHOUSE MEDIA IOWA Holdings
 Gis Benefits
 Gis Benefits
 Jerry Greif
 Hd Supply Waterworks, Ltd
 Heartland Co-Op
 Hsa Cory, Rochelle
 Hsa Oberembt, Christopher
 Hsa Riesselman, Cindy
 Hsa Runge, Dustin
 Hsa Slaughter, Brian
 Hsa Steele, Kathy
 Iowa One Call
 Iowa Pump Works, Inc.
 Ipers
 Iron Mountain
 J-W Tree Service
 Jetco Inc
 Jim's John Inc
 Karen's Quality Cleaning
 Kempker's True Value
 Chris Knoll
 Mediacom
 Menards
 Midamerican Energy
 Midwest Breathing Air Llc
 Mikes Adel Power Equipment
 Napa Auto Parts
 Nationwide Retirement Sol
 Office Depot
 Plumb Supply Company - Wk
 Dallas Center Post Office
 Praxair Distribution
 Quick Oil Co
 Treasurer - State Of Iowa
 Stivers Ford, Inc
 Strauss Safe & Lock Co.
 SUPERIOR CARPET & Upholstery
 Usa Blue Book
 Veenstra & Kimm
 Verizon Wireless
 Treasurer - State Of Iowa
 Waste Management Of Iowa
 Wellmark Blue Cross Blue Shield
 Wellmark Blue Cross Blue Shield

Worker's Comp	\$271.99
Publications	\$156.91
Employee Life	\$29.70
Jan Premium	\$32.05
Dec Serv	\$25.00
Repairs	\$462.96
Dec Serv	\$948.25
Hsa- 6mth Cntrb	\$750.00
Hsa- 6mth Cntrb	\$775.00
Hsa	\$1,250.00
Hsa- 6mth Cntrb	\$375.00
Hsa- 6mth Cntrb	\$750.00
Hsa- 6mth Cntrb	\$750.00
Nov Serv	\$94.50
Repairs	\$582.50
Ipers	\$5,049.86
Dec Serv	\$46.98
Tree Maint	\$8,500.00
Repairs	\$229.90
Nov Serv	\$150.00
Dec Serv	\$555.00
Supplies	\$164.13
Drainage Tile	\$5,500.00
Dec Serv	\$42.00
Supplies/Repairs	\$1,090.01
Dec Serv	\$5,338.15
Tests	\$126.60
Repairs	\$21.84
Supplies	\$176.47
Deferred Comp	\$200.00
Supplies	\$730.28
Repairs	\$16.28
Postage	\$1,200.00
Nov Serv	\$54.67
Repairs/Supplies	\$367.92
Sales Tax	\$2,198.88
Repairs	\$869.03
Jan Serv	\$177.96
Carpet Cleaning	\$185.00
Supplies	\$397.50
Dec Serv/Bldg Permits	\$30,504.12
Dec Serv	\$233.91
State Tax	\$1,314.00
Dec Serv	\$15,068.21
Jan Premium	\$105.00
Jan Premium	\$10,090.47

Wells Fargo Banks	Dec Serv	\$84.12
Wells Fargo	Supplies	\$662.33
Workspace	Work Station	\$9,269.50
Ziegler Inc	Repair	\$635.82
Total Claims		\$136,407.15

General	\$73,913.70
Rut	\$2,265.55
T&A(Eb)	\$7,064.99
T&A(Bc)	\$5,479.73
Rec Trail	\$41.00
Water	\$11,804.60
Sewer	\$8,102.34
Storm District	\$27,735.24
	\$136,407.15

Revenues

General Total	\$60,545.72
T&A (Pd) Benevolent	\$0.11
T&A(Ft) Total	\$7.17
T&A(Sc) Total	\$0.59
Capital Improvement	\$13.13
T&A(SI) Total	\$1,652.06
Rut Total	\$15,043.36
T&A(Eb) Total	\$5,104.40
Emergency Levy Fund	\$602.90
Tif Total	\$1,181.18
Burnett Project Total	\$17.39
T&A(Bc) Total	\$15.23
T&A(Pd) Total	\$0.20
Rec Trail Total	\$0.00
Debt Service Total	\$4,005.53
T&A(B) Total	\$0.65
T&A(Y) Total	\$0.37
Water Total	\$32,523.70
Sewer Total	\$25,707.43
Storm District Total	\$2,967,815.88

Total Revenues by Fund \$3,114,237.00

The Dallas Center City Council met in special session January 17, 2017 at 5:30 pm. Mayor Kidd called the meeting to order. Council members present included David Bagby, Ryan Kluss and Danny Beyer. Ryan Pearson, Curtis Pion were not present.

Motion by Beyer, 2nd by Kluss to approve agenda. Motion passed 3-0.

Motion by Kluss, 2nd by Bagby to approve Resolution 2017-5 – increasing depository limitation. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Kluss to approve Resolution 2017-6 – library copier maintenance agreement. Roll call all ayes, motion passed.

Meeting adjourned at 5:32 pm.

Cindy Riesselman
City Clerk

The Dallas Center City Council met in special session January 24, 2017 at 7:00 PM. Mayor Kidd called the meeting to order. Council members present included Ryan Kluss, Danny Beyer, Ryan Pearson, David Bagby and Curtis Pion.

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

The council had a law enforcement public forum. Mayor Kidd discussed the goals, concerns and options that the City had regarding law enforcement in Dallas Center.

The council heard input, concerns, support and opinions from the public. Council has another public forum scheduled on February 7, 2017. Council took no action.

Meeting adjourned at 8:18 pm.

Cindy Riesselman
City Clerk

The Dallas Center City Council met in special session February 1, 2017 at 5:30 pm. Mayor Kidd called the meeting to order. Council members present included Ryan Kluss, Danny Beyer, David Bagby and Curtis Plon. Ryan Pearson was not present.

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

Motion by Bagby, 2nd by Beyer determining that the design submittals of Huffcutt Concrete and Easi-Set do not meet the specifications of the Trailhead Restroom Facility project. Motion passed 4-0.

Meeting adjourned at 5:57 pm.

The Dallas Center City Council met in special session February 7, 2017 at 7:00 pm. Mayor Kidd called the meeting to order. Council members present included Ryan Kluss, David Bagby and Curtis Pion. Danny Beyer and Ryan Pearson were not present.

Motion by Kluss, 2nd by Pion to approve the agenda. Motion passed 3-0.

The council had a law enforcement public forum. Mayor Kidd discussed the goals, concerns and options that the City had regarding law enforcement in Dallas Center.

The council heard input, concerns, support and opinions from the public. Council took no action.

Meeting adjourned at 8:11 pm.

Cindy Riesselman
City Clerk

TREASURER'S REPORT
CALENDAR 1/2017, FISCAL 7/2017

FUND		LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001	GENERAL	808,052.50	23,667.80	86,307.48	.00	745,412.82
011	T&A (PD) BENEVOLENT	801.64	.21	.00	.00	801.85
015	T&A(FT)	201,386.66	13.29	.00	.00	201,399.95
021	T&A(SC)	9,204.60	1.10	.00	.00	9,205.70
029	CAPITAL IMPROVEMENT	163,301.36	24.34	.00	.00	163,325.70
041	T&A(SL)	20,475.34	181.51	.00	.00	20,656.85
110	RUT	228,964.01	18,175.32	2,265.55	.00	244,873.78
112	T&A(EB)	98,533.61	761.02	10,959.86	.00	88,334.77
119	EMERGENCY LEVY FUND	1,009.87	87.73	.00	.00	1,097.60
125	TIF	36,414.17	9.45	832.58	.00	35,591.04
166	T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167	BURNETT PROJECT	121,289.55	32.23	.00	.00	121,321.78
168	T&A(BC)	156,797.25	26.77	5,479.73	.00	151,344.29
177	T&A(PD)	1,385.49	.37	.00	.00	1,385.86
180	REC TRAIL	29,185.87-	10,000.00	41.00	.00	19,226.87-
200	DEBT SERVICE	57,155.97	1,298.76	.00	.00	58,454.73
501	T&A(B)	14,612.61	1.20	.00	.00	14,613.81
502	T&A(Y)	12,705.93	.69	.00	.00	12,706.62
600	WATER	437,204.27	30,142.87	14,734.33	.00	452,612.81
610	SEWER	654,409.30	23,915.15	10,546.70	.00	667,777.75
740	STORM DISTRICT	2,646,676.25	5,051.68	146,992.34	.00	2,504,735.59
Report Total		5,641,194.51	113,391.49	278,159.57	.00	5,476,426.43

BALANCE SHEET
CALENDAR 1/2017, FISCAL 7/2017

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	7,741.87-	22,102.83
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)	176.07	176.07
110-000-1110	CHECKING-RUT	18,175.32	18,175.32
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	10,220.99-	4,956.08
119-000-1110	CHECKING-EMERG LEVY	87.46	87.46
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
168-000-1110	CHECKING-T&A(BURNETT LIBRARY)	.00	.00
177-000-1110	CHECKING-T&A(PD) FORFEITURE	.00	.00
180-000-1110	CHECKING-REC TRAIL	10,000.00	10,000.00
200-000-1110	CHECKING-DEBT SERVICE	700.77	450.77
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(8)	.00	.00
502-000-1110	CHECKING-T&A(Y)	.00	.00
600-000-1110	CHECKING-WATER	15,297.52	34,665.44
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	13,199.89	33,176.25
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	49,678.53-	5,575.04
	CHECKING TOTAL	10,004.36-	129,365.26
001-000-1120	PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1160	SAVINGS-GENERAL	54,897.81-	470,783.36
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.21	801.85
015-000-1160	SAVINGS-T&A(FT)	13.29	50,021.18
021-000-1160	SAVINGS-T&A(SC)	1.10	4,150.55
029-000-1160	SAVINGS-DEPR POLICE	3.63	13,683.04
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	.00	15,275.22

BALANCE SHEET
CALENDAR 1/2017, FISCAL 7/2017

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
029-000-1162	SAVINGS-DEPR PARK	1.42	5,342.69
029-000-1163	SAVINGS-DEPR SWIM POOL	3.31	12,447.44
029-000-1164	SAVINGS-DEPR P/W BLDG	15.98	60,143.39
041-000-1160	SAVINGS-T&A(SL)	5.44	20,480.78
110-000-1160	SAVINGS-RUT	2,265.55-	193,517.63
110-000-1161	SAVINGS-DEPR RUT EQUIP	.00	13,180.83
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	22.15	83,378.69
119-000-1160	SAVINGS-EMERG LEVY	.27	1,010.14
125-000-1160	SAVINGS-TIF	823.13-	35,591.04
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	32.23	121,321.78
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	5,452.96-	100,792.78
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.37	1,385.86
180-000-1160	SAVINGS-REC TRAIL	41.00-	29,226.87-
200-000-1160	SAVINGS-DEBT SERV	597.99	58,003.96
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)	1.20	4,503.51
502-000-1160	SAVINGS-T&A(Y)	.69	2,596.32
600-000-1160	SAVINGS-WATER	5,047.11-	305,137.79
600-000-1161	SAVINGS-WATER SINKING	5,158.13	37,732.95
600-000-1162	SAVINGS-T&A(M)	.00	5,588.95
600-000-1163	SAVINGS-WATER IMPROVEMENT	.00	10,487.68
600-000-1164	SAVINGS-WATER RESERVE	.00	59,000.00
610-000-1160	SAVINGS-SEWER	5,253.11-	490,570.60
610-000-1161	SAVINGS-SEWER SINKING	5,421.67	47,452.31
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	92,262.13-	2,499,160.55
	SAVINGS TOTAL	154,763.72-	4,790,894.59
001-000-1170	CD-GENERAL	.00	252,426.63
001-000-1171	CD-GENERAL	.00	.00
015-000-1170	CD-T&A (FT)	.00	151,378.77
021-000-1170	CD-T&A (SC)	.00	5,055.15
029-000-1170	CD-DEPR POLICE	.00	26,103.01
029-000-1171	CD-DEPR NON RUT EQUIP	.00	.00
029-000-1172	CD-DEPR PARK	.00	.00
029-000-1173	CD-DEPR SWIM POOL	.00	30,330.91
110-000-1170	CD-RUT	.00	20,000.00
168-000-1170	CD-BC LIBRARY	.00	50,551.51
501-000-1170	CD-T&A (B)	.00	10,110.30
502-000-1170	CD-T&A (Y)	.00	10,110.30
600-000-1170	CD-WATER	.00	.00
600-000-1171	CD-WATER	.00	.00
610-000-1170	CD-SEWER	.00	.00
	CD'S TOTAL	.00	556,066.58

BALANCE SHEET
CALENDAR 1/2017, FISCAL 7/2017

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	TOTAL CASH	164,768.08	5,476,426.43

JANUARY 2017 CODE ENFORCEMENT REPORT

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
2015-001	204-15th	Dilapidated house.	4/20/2015	5/5/2015	Took pictures of house. Proposed notice to Ralph sent letter ----- Recd letter from owner---9/29/15 Had to secure doors	
		BEGIN 2016				
2016-012	1206 Cherry	Unlicensed/inop Truck	2/17/2016	3/5/2016 4/5/16 4/20/16 1/20/17	Left Card 3/21/16 Advisory 4/6/16 Send Certified Resend advisory add another truck-1/3/16	
2016-120	1004 Walnut	FYP, Junk, Vehicle	9/15/2016	9/29/2016 10/24/16 11/2/16 1/20/17 2/16/17	Card //Advisory 10/5/16 Cert 10/19/16 11/2/16 left reminder card 1/4/17 additional Advisory 2/2/17 Certified	
2016-141	1102 Walnut	Vehicle	11/2/2016	11/30/2016 12/14/16	Card//11/16/16 Advisory 11/30/16 Certified	
2016-142	1408 Walnut	Dog Feces	11/2/2016	11/16/2016	Business Card	
2016-157	302-14	Junk	12/14/2016	12/28/2016 2/16/17	Card//12/28/16 Advisory 2/2/17 Certified	
2016-161	104 Percival	FYP	12/28/2016	1/4/2017	Flyer	1/4/2017
2016-162	1707 Cherry	FYP	12/28/2016	1/4/2017	Flyer	1/4/2017
		BEGIN 2017				
2017-001	705 Percival	Junk (brush)	1/4/2017	1/20/2017 2/16/17	Advisory 2/2/17 Certified	

2017-002	1005 Maple	Vehicle (flat tire)	1/4/2017	2/1/2017	Left Card	2/2/2017
2017-003	1302 Sycamore	Junk (materress)	1/4/2017	1/11/2017	M	1/18/2017
2017-004	1406 Cherry	FYP	1/4/2017	1/11/2017	Flyer	1/11/2017
2017-005	401 Percival	Junk (Brush in Trailer)	1/11/2017	1/18/2017	M	1/18/2017
2017-006	706-14	Junk (appliance curb)	1/11/2017	1/18/2017	M	1/18/2017
2017-006	306-12	Junk	1/11/2017	1/25/2017	M	
2017-008	402 Percival	Junk (carport)	1/11/2017	2/16/2017	Left Card	1/18/2017
2017-009	1401 Walnut	Property Maintenance	1/18/2017	3/23/2017	Advisory	
2017-010	1306 Cherry	Junk	1/18/2017	2/1/2017	M	
2017-011	608 - 14	Junk	1/25/2017	2/1/2017	M	
2017-012	1101 Sycamore	Vehicle (flat tire)	1/25/2017	2/1/2017	M	2/2/2017
2017-013	1706 Linden	Vehicles	2/2/2017	2/16/2017	Left Card	
2017-014	1001 Sycamore	Vehicle (grn trk)	2/2/2017	2/6/2017	M	
2017-015						
2017-016						
2017-017						

FIRE & EMS REPORT

Jan 2017

FIRE total 4

2 Change of Quarters

1 Missing person

1 Fire Assignment

EMS Total 14

14 calls for service (10 City/4 Rural)

2/3/2017

Monthly Water Report

3:16 PM

Date	Jan-17																			
Water Plant																				
Total Gal.>	4,704,900	Max	185,300	Min	106,300	Avg	151,800	Gpm	290											
Total Hrs.>	273.25	Max	13.6	Min	6.6	Avg	8.8													
Last Month.>	4,340,000	Max	562,000	Min	50,000	Avg	140,000	Gpm	304											
Last Year.>	1,163,000	Max	60,600	Min	25,500	Avg	37,500	Gpm	294											
Lbs.of Chlorine 511 Lbs of Fluoride 34 Gallons of salt brine 7,112																				
Chlorine.Mg/l 0.75 Fluoride.Mg/l 0.5 Hardness. Mg/l ## Iron. Mg/l 0.01 Nitrate.Mg/l																				
Well																				
Date	1/30/2017																			
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm
Well # 7	28	24	4	50																
Well # 8	35	22	13	130																
Well # 9	32	24	8	230																
Well # 10	28	12	16	100																
Test Well																				
Water Meters																				
	New Installs				Read In															
	Replace Meter				Read Out															
	Replace Radio				Shut off For nonpayment															
	Read																			
	Repair																			
Fire Hydrants																				
	New Install				Flush Hyd				Repair Hyd											
Water Plant																				
	1/12/16 - Backwashed filters 1-2-3																			
Water Tower																				
Reservoir																				
Dist. System																				
	1/20/17 - 4" Watermain break in front of 1405 Maple.																			
	1/27/17 - 1 1/2" Service line going to Midland Trail break before meter pit.																			
Wells																				
	1/9/17 - Well 8 cleaned, found crack in 2 sections of pipe both replaced. Pump was also replaced due to impellers having excessive wear. Work done by Northway Well.																			
	1/30/17 - Tested Wells 7-8-9-10																			
Other																				



1402 Walnut Street
P.O. Box 335
Dallas Center, Iowa 50063

City Hall: 515-992-3725
Fax: 515-992-3764
Dispatch: 515-993-4567
Cellular: 515-202-1160
Email: dallascenterpd@mchsi.com

DALLAS CENTER DEPARTMENT OF PUBLIC SAFETY

"Serving the Community"

DALLAS CENTER DEPARTMENT OF PUBLIC SAFETY MONTHLY ACTIVITY REPORT MONTH OF January 2017

DALLAS CENTER MONTHLY POLICE REPORT

MONTH: January YEAR: 2017

Calls for Service	43
Warnings and Citations	
Arrests	
Transports	
Agency Assists	
Accidents	
Notice of Violations	

Ending Mileage:	
2012 Ford Interceptor 300 - Chief	31737
2012 Ford Interceptor	

Notes:

"SERVING THE COMMUNITY"



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DALLAS CENTER DEPARTMENT OF PUBLIC SAFETY

"Serving the Community"

Case No	Officer No	Date	Time	Primary Offense/Event	Incident Location
17-01		1/1/2017	13:49	Disturbance	403 Hatton
17-02					
17-03					
17-04					
17-05		1/2/2017	10:03	Information	1402 WALNUT ST
17-06		1/3/2017	14:32	Theft	105 10th
17-07		1/3/2017	23:07	Traffic	2300 N Ave
17-08		1/4/2017	8:23	Suspicious Activity	1402 Walnut
17-09		01/04/17	20:39	Traffic	2400 blk 240th
17-10					
17-11		1/5/2017	0:14	Warrant Check	307 14th
17-12					
17-13					
17-14		1/6/2017	2:56	Alarm	2308 230th
17-15		1/6/2017	5:56	Welfare Check	1800 Linden
17-16		1/7/2017	1:04	Traffic	10th/Sugar Grove
17-17					
17-18					
17-19		1/18/2017	9:53	Suspicious Activity	204 15th
17-20		1/12/2017	11:27	Motorist Assist	R30/44
17-21		1/12/2017	16:16	Property Report	1703 Walnut
17-22		1/12/2017	0:31	Medical Call	307 14th
17-23		1/13/2017	12:49	Motorist Assist	2500 240th
17-24		1/13/2017	19:27	Hangup 911	R Ave/Hwy 6
17-25		1/14/2017	1:08	Fight	1201 Walnut
17-26					
17-27		1/16/2017	9:45	Theft of Bicycle	105 10th
17-28		1/16/2017	12:32	Public Asslt	10th/Maple
17-29					

"SERVING THE COMMUNITY"



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DALLAS CENTER DEPARTMENT OF PUBLIC SAFETY

"Serving the Community"

17-30		1/19/2017	12:00	Lost or Stolen Plate	1400 blk Sugar Grove
17-31					
17-32					
17-33		1/20/2017	20:41	Disturbance	1201 Walnut

17-34		1/21/2017	11:05	Theft of Motor Vehicle	1002 8th
17-35		1/23/2017	9:08	Alarm	1400 Vine
17-36		1/23/2017	9:04	Broadcast Erratic Driver	2500 blk 44
17-37		1/25/2017	10:44	Special Assignment	1205 13th
17-38					
17-39		1/26/2017	15:53	Traffic	2400 blk N Ave
17-40		1/28/2017	4:40	Suspicious Activity	105 Percival
17-41					
17-42		1/28/2017	20:53	Vandalism	1405 Walnut
17-43		1/30/2017	14:30	Suspicious Activity	Amy Gene Acres #22
17-44		1/30/2017	20:30	Suspicious Activity	104 12th

"SERVING THE COMMUNITY"

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

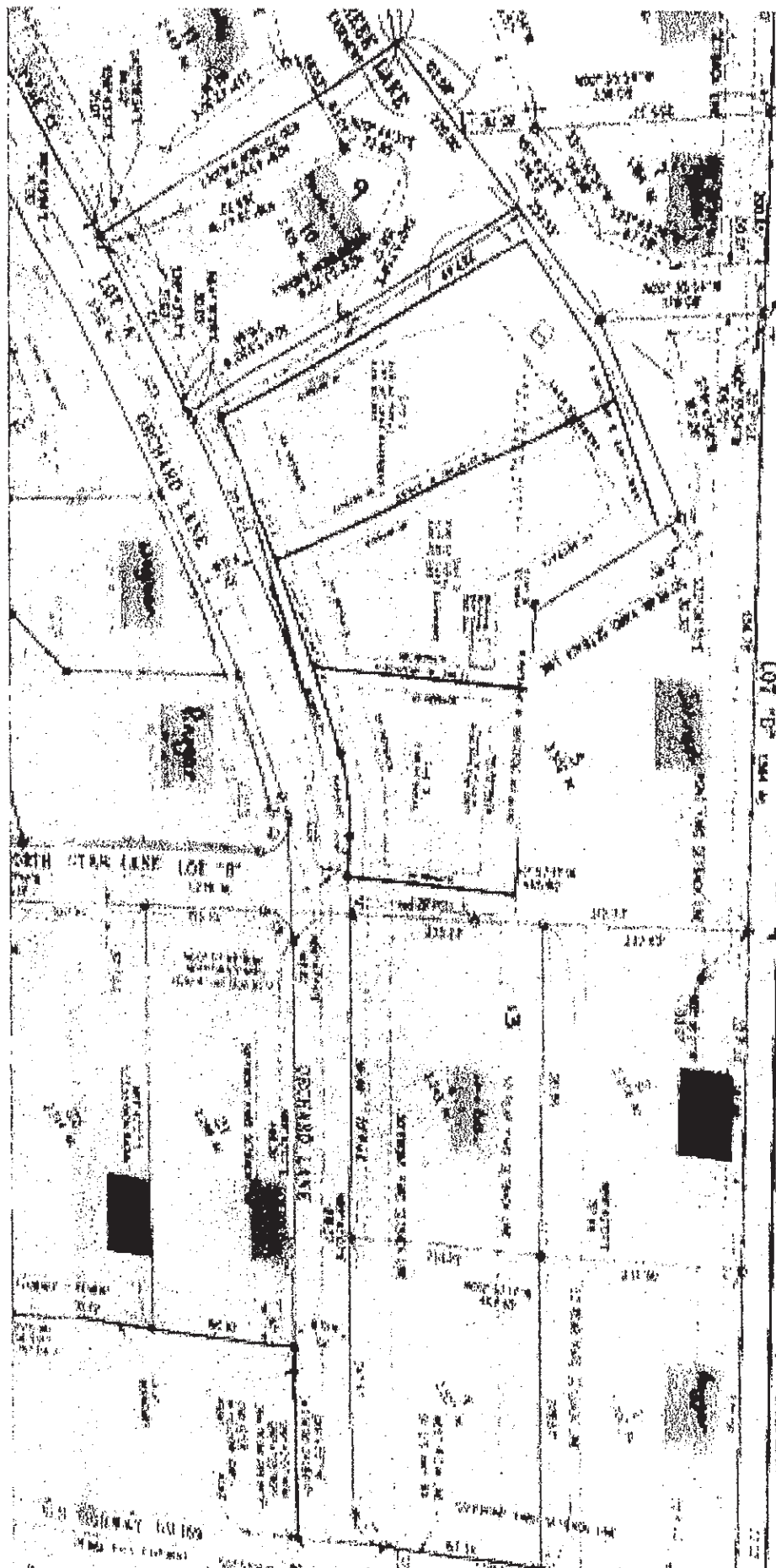
23015 STREET

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1. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841.

10

Figure 6





VEENSTRA & KIMM, INC.

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

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

February 2, 2017

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

DALLAS CENTER, IOWA
SOUTHWEST STORMWATER DRAINAGE IMPROVEMENTS - PHASE 1
PAY ESTIMATE NO. 2

Enclosed are three copies of Pay Estimate No. 2 for work on the Southwest Stormwater Drainage Improvements - Phase 1 project, under contract between the City of Dallas Center and Progressive Structures, LLC dated November 23, 2016. The partial payment estimate is for the period December 30, 2016 to February 1, 2017.

We have checked the estimate and recommend payment to Progressive Structures, LLC in the amount of \$59,736.00.

Please sign all copies of Pay Estimate No. 2 in the space provided and return one signed copy of the pay estimate to our office. Please return one signed copy of Pay Estimate No. 2 with payment to Progressive Structures, LLC.

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

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVjr:pjh

212158

Enclosure

cc: Progressive Structures, LLC - w/enclosure



VEENSTRA & KIMM, INC.

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

Date: February 1, 2017

PAY ESTIMATE NO. 2

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

BID ITEMS

| | Description | Unit | Estimated Quantity | Unit Price | Extended Price | Quantity Complete | Value Completed |
|----|-------------------------------------|------|--------------------|---------------|----------------|-------------------|-----------------|
| 1 | Stormwater Basin Earthwork | LS | 1 | \$ 385,000.00 | \$ 385,000.00 | | \$ - |
| 2 | Field Fence Replacement | LF | 0 | \$ 10.40 | \$ - | | \$ - |
| 3 | New Field Fence | LF | 6,930 | \$ 7.40 | \$ 51,282.00 | | \$ - |
| 4 | Chain Link Fence Remove and Replace | LF | 105 | \$ 21.70 | \$ 2,278.50 | | \$ - |
| 5 | New Gate | EA | 2 | \$ 975.00 | \$ 1,950.00 | | \$ - |
| 6 | 6" Subdrain | LF | 1,125 | \$ 9.50 | \$ 10,687.50 | | \$ - |
| 7 | Drainable Base | TON | 425 | \$ 23.00 | \$ 9,775.00 | | \$ - |
| 8 | PCC Cunnette | SY | 1,255 | \$ 71.00 | \$ 89,105.00 | | \$ - |
| 9 | Connection to Existing Structure | EA | 3 | \$ 1,200.00 | \$ 3,600.00 | 2 | \$ 2,400.00 |
| 10 | Connection to Existing 16" Tile | EA | 2 | \$ 1,000.00 | \$ 2,000.00 | | \$ - |
| 11 | Discharge Control Structure | EA | 1 | \$ 35,500.00 | \$ 35,500.00 | | \$ - |
| 12 | 48" Storm Sewer | LF | 2,330 | \$ 140.00 | \$ 326,200.00 | | \$ - |
| 13 | 42" Storm Sewer | LF | 1,650 | \$ 130.00 | \$ 214,500.00 | | \$ - |
| 14 | 21" Storm Sewer | LF | 1,538 | \$ 48.00 | \$ 73,824.00 | 1,233 | \$ 59,184.00 |
| 15 | 15" Storm Sewer | LF | 75 | \$ 60.00 | \$ 4,500.00 | | \$ - |
| 16 | 12" Storm Sewer | LF | 100 | \$ 52.00 | \$ 5,200.00 | | \$ - |
| 17 | 15" DI Pipe | LF | 25 | \$ 146.00 | \$ 3,650.00 | | \$ - |
| 18 | 12" DI Pipe | LF | 60 | \$ 125.00 | \$ 7,500.00 | | \$ - |
| 19 | 10" DI Pipe | LF | 60 | \$ 115.00 | \$ 6,900.00 | | \$ - |
| 20 | 18" HDPE Tile | LF | 1,431 | \$ 49.00 | \$ 70,119.00 | 2,190 | \$ 107,310.00 |
| 21 | Remove 18" Culvert | LF | 102 | \$ 7.50 | \$ 765.00 | | \$ - |
| 22 | 18" CMP Culvert Pipe | EA | 242 | \$ 40.00 | \$ 9,680.00 | | \$ - |
| 23 | Manhole SW-401 - 108" | EA | 4 | \$ 15,500.00 | \$ 62,000.00 | | \$ - |
| 24 | Manhole SW-401 - 84" | EA | 9 | \$ 9,800.00 | \$ 88,200.00 | | \$ - |
| 25 | Manhole SW-401 - 48" | EA | 3 | \$ 2,900.00 | \$ 8,700.00 | 2 | \$ 5,800.00 |
| 26 | 12" Flared End Section | EA | 2 | \$ 1,000.00 | \$ 2,000.00 | | \$ - |
| 27 | 48" Flared End Section | EA | 1 | \$ 3,300.00 | \$ 3,300.00 | | \$ - |
| 28 | Intake - SW-511 | EA | 1 | \$ 2,700.00 | \$ 2,700.00 | | \$ - |
| 29 | Agricultural Drainage Inlet | EA | 2 | \$ 650.00 | \$ 1,300.00 | 2 | \$ 1,300.00 |
| 30 | 42" RCP Plug | EA | 1 | \$ 475.00 | \$ 475.00 | | \$ - |
| 31 | Granular Surfacing | TON | 2,190 | \$ 26.00 | \$ 56,940.00 | | \$ - |

BID ITEMS

| | Description | Unit | Estimated Quantity | Unit Price | Extended Price | Quantity Complete | Value Completed |
|--------------------|------------------------------------|------|--------------------|--------------|----------------|-------------------|-----------------|
| 32 | Remove Pavement | SY | 1,513 | \$ 7.00 | \$ 10,591.00 | 37 | \$ 259.00 |
| 33 | HMA Pavement - 7" | SY | 850 | \$ 73.00 | \$ 62,050.00 | | \$ - |
| 34 | PCC Pavement - 8" | SY | 532 | \$ 65.00 | \$ 34,580.00 | | \$ - |
| 35 | PCC Trail 7" | SY | 81 | \$ 63.00 | \$ 5,103.00 | | \$ - |
| 36 | PCC Sidewalk | SY | 50 | \$ 62.00 | \$ 3,100.00 | | \$ - |
| 37 | Erosion Control | LS | 1 | \$ 45,500.00 | \$ 45,500.00 | 5% | \$ 2,275.00 |
| 38 | Traffic Control | LS | 1 | \$ 7,900.00 | \$ 7,900.00 | | \$ - |
| 39 | Stabalizing Material | TON | 100 | \$ 35.00 | \$ 3,500.00 | | \$ - |
| 40 | Rip Rap | TON | 45 | \$ 61.00 | \$ 2,745.00 | | \$ - |
| 41 | Relocate and Return Trees | LS | 0 | \$ 8,000.00 | \$ - | | \$ - |
| 42 | Lower Sanitary Service In Conflict | EA | 1 | \$ 3,500.00 | \$ 3,500.00 | | \$ - |
| ALTERNATE A | | | | | | | |
| A.1 | 42" Storm Sewer | LF | 72 | \$ 185.00 | \$ 13,320.00 | | \$ - |
| A.2 | 24" Storm Sewer | LF | 729 | \$ 80.00 | \$ 58,320.00 | | \$ - |
| A.3 | 12" Storm Sewer | LF | 86 | \$ 67.00 | \$ 5,762.00 | | \$ - |
| A.4 | Manhole SW-401 - 48" | EA | 3 | \$ 3,000.00 | \$ 9,000.00 | | \$ - |
| A.5 | Manhole SW-401 - 108" | EA | 0 | \$ 16,000.00 | \$ - | | \$ - |
| A.6 | Intake SW-503 | EA | 2 | \$ 4,800.00 | \$ 9,600.00 | | \$ - |
| A.7 | Intake SW-505 | EA | 1 | \$ 4,500.00 | \$ 4,500.00 | | \$ - |
| A.8 | Intake SW-512 | EA | 2 | \$ 1,500.00 | \$ 3,000.00 | | \$ - |
| A.9 | Bioretention Intake #1 | EA | 1 | \$ 6,300.00 | \$ 6,300.00 | | \$ - |
| A.10 | Bioretention Intake #2 | EA | 1 | \$ 6,300.00 | \$ 6,300.00 | | \$ - |
| A.11 | Bioretention Intake #3 | EA | 1 | \$ 6,300.00 | \$ 6,300.00 | | \$ - |
| A.12 | Bioretention Intake #4 | EA | 1 | \$ 6,300.00 | \$ 6,300.00 | | \$ - |
| A.13 | PCC Pavement - 7" | SY | 348 | \$ 64.00 | \$ 22,272.00 | | \$ - |
| A.14 | HMA Pavement - 8" | SY | 423 | \$ 82.00 | \$ 34,686.00 | | \$ - |
| A.15 | PCC Sidewalk | SY | 14 | \$ 61.00 | \$ 854.00 | | \$ - |
| A.16 | Truncated Domes | SF | 8 | \$ 35.00 | \$ 280.00 | | \$ - |
| A.17 | Subbase Rock | TON | 111 | \$ 26.00 | \$ 2,886.00 | | \$ - |
| A.18 | Class "A" Roadstone | TON | 28 | \$ 26.00 | \$ 728.00 | | \$ - |
| A.19 | Erosion Control | LS | 1 | \$ 4,000.00 | \$ 4,000.00 | | \$ - |
| A.20 | Traffic Control | LS | 1 | \$ 2,000.00 | \$ 2,000.00 | | \$ - |
| A.21 | Clearing and Grubbing | LS | 1 | \$ 12,000.00 | \$ 12,000.00 | | \$ - |
| A.22 | 24" Plug | EA | 1 | \$ 260.00 | \$ 260.00 | | \$ - |
| ALTERNATE B | | | | | | | |
| B.1 | 24" Storm Sewer | LF | 515 | \$ 100.00 | \$ 51,500.00 | | \$ - |
| B.2 | 12" Storm Sewer | LF | 51 | \$ 52.00 | \$ 2,652.00 | | \$ - |
| B.3 | Intake SW-501 | EA | 2 | \$ 2,700.00 | \$ 5,400.00 | | \$ - |
| B.4 | Manhole SW-401 - 48" | EA | 3 | \$ 3,100.00 | \$ 9,300.00 | | \$ - |
| B.5 | PCC Pavement | SY | 1,920 | \$ 75.00 | \$ 144,000.00 | | \$ - |
| B.6 | PCC Sidewalk | SY | 75 | \$ 61.00 | \$ 4,575.00 | | \$ - |
| B.7 | Truncated Domes | SF | 56 | \$ 35.00 | \$ 1,960.00 | | \$ - |

BID ITEMS

[illegible]

BID ITEMS

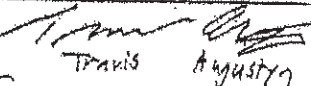


| | Description | Unit | Estimated
Quantity | Unit Price | Extended
Price | Quantity
Complete | Value
Completed |
|--|----------------|------|-----------------------|------------|-------------------|----------------------|--------------------|
| | | | | | | | |
| | TOTAL CONTRACT | | | | \$ 2,289,519.00 | | \$ 188,678.00 |

[illegible]

V-K Job No. 212158

| SUMMARY | | | |
|--|--------|--------------------------|-----------------|
| | | Contract Price | Value Completed |
| Original Contract Price | | \$2,300,835.00 | \$ 188,678.00 |
| Approved Change Orders (list each) | No. 1 | \$ (11,316.00) | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL ALL CHANGE ORDERS | | \$ (11,316.00) | \$ |
| Revised Contract Price | | \$ 2,289,519.00 | \$ 188,678.00 |
| | | Materials Stored | \$ |
| Value of Completed Work and Materials Stored | | \$ | 188,678.00 |
| Less Retained Percentage (5%) | | \$ | 9,432.90 |
| Net Amount Due This Estimate | | \$ | 179,244.10 |
| Less Estimate(s) Previously Approved | No. 1 | \$ 119,508.10 | |
| | No. 2 | | |
| | No. 3 | | |
| | No. 4 | | |
| | No. 5 | | |
| | No. 6 | | |
| | No. 7 | | |
| | No. 8 | | |
| | No. 9 | | |
| | No. 10 | | |
| | No. 11 | | |
| | No. 12 | | |
| Less Total Pay Estimates Previously Approved | | \$ | 119,508.10 |
| | | Amount Due This Estimate | \$ 59,736.00 |

The amount \$ 59,736.00 is recommended for approval for payment in accordance with the terms of the contract.

| | | |
|---|--|---|
| Quantities-Complete Submitted By:
Progressive Structures, LLC | Recommended By:
Veenstra & Kimm, Inc. | Approved By:
City of Dallas Center |
| Signature 
Travis Augustyn
Partner | Signature 
H. R. Veenstra Jr.
Project Manager | Signature  |
| Title
2-2-17 | Title | Title |
| Date | Date 2/2/2017 | Date |



VEENSTRA & KIMM, INC.

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

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

February 8, 2017

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

DALLAS CENTER, IOWA TRAILHEAD RESTROOM FACILITY RECEIPT OF BIDS

The City of Dallas Center received bids until 2:00 P.M. on February 7, 2017 for the Trailhead Restroom Facility. A total of two bids were received. The bidders were required to submit a bid on the base restroom facility. The bidders were required to submit a bid on the alternate for heating the restroom facility.

A summary of the two bids received is as follows:

| <u>Bidder</u> | <u>Restroom Facility</u> | <u>Alternative 1 – Heating</u> |
|-----------------------|--------------------------|--------------------------------|
| Mintum, Inc. | \$187,688 | \$5,000 |
| Caliber Concrete, LLC | \$195,700 | \$8,000 |

The low bid received on the project from Mintum, Inc. was significantly greater than the amount set forth in the REAP grant application that is the primary source for funding of the project. The three costs for the REAP grant applicant that match the work included in the bid for the Trailhead Restroom Facility is as follows:

| | |
|------------------------|-----------|
| Restroom building: | \$112,541 |
| Restroom installation: | \$ 16,255 |
| Restroom concrete: | \$ 2,900 |
| TOTAL | \$131,696 |

This cost estimate of \$131,696 compares to the low bid by Mintum, Inc. of \$187,688.

The original estimate by Public Restroom Company did not include a cost for heating. As a result no heating cost was included in the project budget.

The basic budget quoted by Public Restroom Company in August 2016 was \$128,796. Public Restroom Company indicates its quote for the restroom building installed was \$126,895 with no heat and \$131,274 with the heat alternative.

The cost of the restroom building itself appears slightly less than the cost that was quoted by Public Restroom Company on August 12, 2016. The City added several items to the project primarily related to upgrading the electrical system.

The primary difference between the low bid and the estimate used in the REAP grant application is related to the cost of the concrete, building foundation and the general activities of the general contractor, including the maintenance bond. The general contractor's component of the work was \$60,793.

Minturn, Inc. has not provided a breakdown of what costs it included in its portion of the bid. Even without this information the cost for the concrete work required for the restroom building would have been significantly more than \$2,900. Public Restroom Company has indicated the value of this work should be in the range of \$10,000 plus or minus a few thousand dollars.

As discussed at the December 2016 and January 2017 City Council meetings the Trailhead Restroom Facility was bid with the requirement for a general contractor. The general contractor is required to coordinate its work with the work by Public Restroom Company. The general contractor will markup the subcontractors work to cover this general contractor responsibility.

With the project being bid as a public improvement project there is a requirement for a bond. The bond would add up to a few thousand dollars to the project cost. The bond probably was not a major factor in the cost differential.

If the City wishes to reduce the cost of the project one option that would be available would be to reject the bids and to pursue the construction of the project separating the restroom building from the foundation and site work.

If the total cost of the project is less than approximately \$135,000 the City could procure the work by competitive quotation. More than likely, the City would receive one quotation for the restroom building. The City could solicit quotations from local contractors for the site grading and concrete foundation and miscellaneous concrete work. It is not realistic to expect the cost using the competitive quotation proceeding will be less than \$135,000. If the cost estimate exceeds \$135,000 the only option is to bid the project as a public improvement.

It appears there are three options available to the City. The first option would be to award contract to Minturn, Inc. based on the bids received. Under this option the base bid without would be \$187,688. This cost with the alternative for heating would be \$192,688.

The second option would be to determine the City would not move forward with the project as the City's cost for the project would be considered more than the City Council wishes to invest in the project at this time. Under this option all bids would be rejected and no further action would be taken on the project.

The third option would be to split the project into two separate components. One involving the restroom facility and the other involving the site and concrete work. Even though both components of the project would have an individual cost of less than \$135,000 the City cannot split the project for the purpose of avoiding the public bidding requirements of Chapter 26. The City will need to bid the project as formal public improvements with sealed bids, bid bonds and a performance, payment and maintenance bond.

This procedure should reduce the cost by eliminating the general contractor's coordination requirements and the requirement for the general contractor to coordinate the work. Under this approach the City would solicit bids for both projects. The City would be responsible to coordinate the work of the two contractors. For example, if there was an error in the foundations that cost Public Restroom Company additional time the City would be responsible for that cost rather than having the general contractor responsible for that cost.

If the City were to rebid the project it is likely Public Restroom Company would bid the project again. If Public Restroom Company has to add a bond and other costs it is quite possible its cost would be higher than bid to a general contractor. The cost for the site work and foundation should be significantly less than \$60,793 bid by Minturn, Inc.

One of the major challenges with rebidding the project as a separate project is the foundation and site work is a relatively small component of work. Many contractors that would have an interest in this type of work are not well equipped to bid as a public improvement project that requires a bid bond as well as the performance, payment and maintenance bond. There is no specific assurance either of the two bidders would rebid the project as a separate project. However, it is likely at least one of the bidders would be the project as a separate project. However, some small contractors may have an interest in the foundation work that did not have an interest in the larger project.

If the City separates the project the decision is whether to use quotations or a public bid. Competitive quotations would be the preferred option if possible. The challenge is the cost estimate is at or potentially just over the \$135,000 cap. To use competitive quotations it may be necessary for the City to take on some additional work to stay under the \$135,000 limit.

If the City rebids the project it is likely the cost of the project will exceed the amount of approximately \$131,700 included in the REAP grant application. On the other hand, it is almost certain the City would achieve some noticeable savings from the bids received on February 7, 2017.

Cindy Riesselman
February 8, 2017
Page 4

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

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "H. R. Veenstra Jr.", with a long, sweeping horizontal stroke extending to the right.

H. R. Veenstra Jr.

HRVJr:pjh

212157

Enclosure

cc: Ralph Brown – w/enclosure

**BID TABULATION
DALLAS CENTER, IOWA
TRAILHEAD RESTROOM FACILITY**

| 1. Construct Trailhead Restroom Facility
for the following unit and lump sum prices: | | | | Mintrun, Inc.
309 N. Orchard Street
Brooklyn, Iowa 52211 | | Caliber Concrete, LLC
309 Audubon Street
Adair, Iowa 50002 | |
|---|---|------|-----------------------|--|-------------------|--|-------------------|
| ITEM
NO. | DESCRIPTION | UNIT | ESTIMATED
QUANTITY | UNIT PRICE | EXTENDED
PRICE | UNIT PRICE | EXTENDED
PRICE |
| | Base Bid | | | | | | |
| 1 | Trailhead Restroom Facility | LS | 1 | 187,688.00 | 187,688.00 | 195,700.00 | 195,700.00 |
| | Alternate 1 - Heating | | | | | | |
| A1. | Heating, including Interior Water
Meter Piping | LS | 1 | 5,000.00 | 5,000.00 | 8,000.00 | 8,000.00 |

I hereby certify that this is a true tabulation of
bids received on February 7, 2017 by the City
of Dallas Center, Iowa.



H. Robert Veenstra Jr., P.E.
Iowa License No. 9037

My license renewal date is December 31, 2018.





Building Better Places To Go,™

FINAL PROJECT BID: TRAILHEAD RESTROOM FACILITY, DALLAS CENTER, IA

Prefabricated Restroom Building:

Bid Date: TUESDAY, FEBRUARY 7, 2017 2:00 PM, CST

Project Ref # 10003-1/25/2017-2

Our Offer to Sell (Two Separate Bids):

1. **Building Bid (Base Bid 1) Delivered to Site Only @ \$108,363** *CW*
Public Restroom Company herein bids to *furnish (building only per bid plans and specifications or approved equal, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)
2. **Turnkey Installation of the Building above @ \$18,532 with retention allowed.** *CL*
Public Restroom Company also includes in this two part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
 - a. Arrive onsite to confirm and verify the general contractor provided scope of work in preparation for installation including access to the site.
 - b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
 - c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
 - d. Set the building on the site pad.
 - e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.
3. **General Final Tie In of Utilities and other site work:**
The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by general.
4. **Total Cost of building (Base Bid 1) with installation @ \$126,895** *Ce*
(Alternate A1- Heating) including interior piping for meter/without insulating building \$4,379
Total cost (base bid 1) with (Alternate A1- Heating with interior piping for meter) @ \$131,274

Trailhead Restroom, Dallas Center, IA | 02/07/2017 | Reference #: 10003-1/25/2017-2
2587 Business Parkway | Minden, NY 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448



OTHER BID CONDITIONS OR RESTRICTIONS:

Time Required for Completion of our Work In Plant and Installation:

PRC requires 150 calendar days to complete construction for shipment of the building in plant from the date all approved submittals are received including State plan approval and notice to proceed. While site installation may be affected by local weather, in plant production will not change these dates.

Change orders:

If any change orders are granted they may extend this time of in plant completion but those changes if any will not come from our work product from engineering or architectural plan review and only from client initiated modifications.

Exclusions/Exceptions:

1. Access issues for delivery of the building when the owner/general contractor has not provided a proper path to the final site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC.
2. If weather on site causes site delivery issues the delivery may have to be diverted to an offsite location and the additional costs will be a change order to the bid. Our staff works with the owner/general contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes owners/general contractors take risks for weather but this risk is clearly at the owner's/general contractor's risk, not PRC.
3. Sidewalks outside the building footprint.
4. Any trench plates needed for protection of site soils, sidewalks, or site utilities. Any site soils damage or other site improvements, if damaged during installation are by others.
5. Survey, excavation, and installation of the building pad and footings (if required) per PRC plans.
6. Soil conditions not suitable for bearing 1500 psf. If no soils testing report is available before bid, owner/general contractor must verify site supporting soils at a minimum of 1000 psf because that's the least we can place our structures on or owner/general contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
7. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for the structure to install a 30 gallon pressure tank to provide the minimum flow rate and pressure. Building water service chlorination, post installation, is by others and not PRC.
8. Our crane costs, which are included herein, are based on a maximum 35' radius from the center pin of the crane to center point of the furthest building module roof. If



additional distance requires a larger crane, additional costs will be assessed by change order to you.

9. Bonds, building permits, a site survey, special inspection fees, minor trash removal, final utility connections to the onsite water, sewer and electrical are by others. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed,) is by others.
10. The owner/general contractor shall be responsible for minor site debris removal or a location for placement on site (nominally one pickup truck of shipping materials).
11. Site Traffic Control, if applicable, shall be by owner/general contractor not PRC.
12. Concrete Slab under covered entry is by others.

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these special parts or chemicals. We then schedule the in plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Billing Terms –No Deposits, Monthly Progress Billing, and then Pay When Paid:

We will invoice for our design engineering and architectural plans to you and we expect to be paid for this scope of work before production begins. We will provide a schedule of construction progress values for our work in plant and on site. We will provide monthly progress billing based upon our completion of work off site in plant on a percentage of completion basis, supported by photographs and state inspection reports. We expect to be paid monthly the same as onsite progress payments are provided. We make sure our billing to you coincides with the monthly cut off for billing requirement.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. *Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.*

Special Insurance for owner protection for progress payments:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we provide a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. The policy provides the Owner and General Contractor as additional insured during this period. PRC provides the Owner and General Contractor a policy rider to cover the building while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy covers each building module (section) for up to \$200,000. This exceeds the cost of any building module we have offered for sale herein.



Building Better Places To Go.™

Term of Offer to Sell and General Contractor's Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final owner approval of our submittals and general contractor receipt of a contract from the owner or a purchase order/contract.

Offered by: Public Restroom Company by


Charles E. Kaufman, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

Authorized Signature

Date

Printed Name

Legal Entity Name and address

RESOLUTION NO. 2017-7

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE TRAILHEAD
RESTROOMS PROJECT**

WHEREAS, on the 19th day of January, 2017, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Trailhead Restrooms Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of costs for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 14th day of February, 2017.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2017-8

**RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT
FOR THE TRAILHEAD RESTROOMS PROJECT**

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Trailhead Restrooms Project, described in the plans and specifications heretofore adopted by this Council on February 14, 2017, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: _____ of _____

Amount of Bid: _____

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 14th day of February, 2017.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2017-9

**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND
BOND FOR THE TRAILHEAD RESTROOMS PROJECT**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Trailhead Restrooms Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: _____

Amount of bid: _____

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this _____ day of _____, 2017.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2017-13

**RESOLUTION APPROVING THE WALNUT CREEK
WATERSHED MASTER PLAN**

WHEREAS, in accordance with the Code of Iowa Chapter 28B, the City of Dallas Center entered into an agreement in that established a watershed management authority for Walnut Creek; and

WHEREAS, watershed management authorities are a mechanism for cities, counties, Soil and Water Conversation Districts and stakeholders to cooperatively engage in watershed planning and management;

WHEREAS, the watershed management authority has pursued the development of a comprehensive master plan that establishes a vision for engaging residents working across political boundaries to create and sustain a healthy watershed; and

WHEREAS, the watershed management authority held numerous open house sessions, stakeholder meetings, and other public engagement activities throughout the course of development of the master plan that has allowed the public to engage in the development of the master plan and review the draft master plan document; and

WHEREAS, the City Council of the City of Dallas Center has reviewed the draft master plan document and agrees with the recommendations.

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

That the City Council hereby approves the Walnut Creek Watershed Master Plan, finding that it provides an acceptable guide for improvements to flood modification, water quality, natural resource protection, and recreation while maintaining economic health for all within the Walnut Creek Watershed. Furthermore, staff is directed to begin integrating the recommendations found within the Master Plan into the City's planning and development.

PASSED AND APPROVED this 14th day of February, 2017.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Council

WATERSHED MANAGEMENT AUTHORITIES

In 2010, Iowa lawmakers passed legislation authorizing the creation of Watershed Management Authorities. A Watershed Management Authority (WMA) is a mechanism for cities, counties, Soil and Water Conservation Districts (SWCDs) and stakeholders to cooperatively engage in watershed planning and management.

What is a Watershed Management Authority?

The WMA is formed by an intergovernmental (Chapter 28E) agreement by two or more eligible political subdivisions within a specific eight-digit hydrologic unit code watershed. A board of directors governs the WMA, which may undertake the following activities:

- Assess and reduce flood risk
- Assess and improve water quality
- Monitor federal flood risk planning and activities
- Educate residents of the watershed regarding flood risks and water quality
- Allocate moneys made available to the Authority for purposes of water quality and flood mitigation

BENEFITS

Requirements of a WMA:

(per Iowa Code Chapter 466B Subchapter II)

- Must be located within an 8-digit HUC watershed
- All eligible political subdivisions (cities, Counties, SWCDs) must be notified and provided the opportunity to participate within 30 days prior to WMA organization
- A Chapter 28E agreement that includes a map of the watershed must be filed with the Secretary of State
- The WMA must be governed by a Board of Directors and adopt by-laws
- WMAs may not acquire land through eminent domain and do not have taxing authority

Benefits of forming a WMA:

There are multiple benefits to cooperating with other jurisdictions within a watershed:

- Conduct planning on a watershed scale, which has greater benefits for water quality improvement and flood damage reduction
- Foster multi-jurisdictional partnership and cooperation
- Leveraging resources such as funding, technical expertise
- Facilitate stakeholder involvement in watershed management

More information about forming a WMA is available on the Iowa Department of Natural Resources (IDNR) website:

<http://www.iowadnr.gov/Environment/WaterQuality/WatershedManagementAuthorities.aspx>

The website includes:

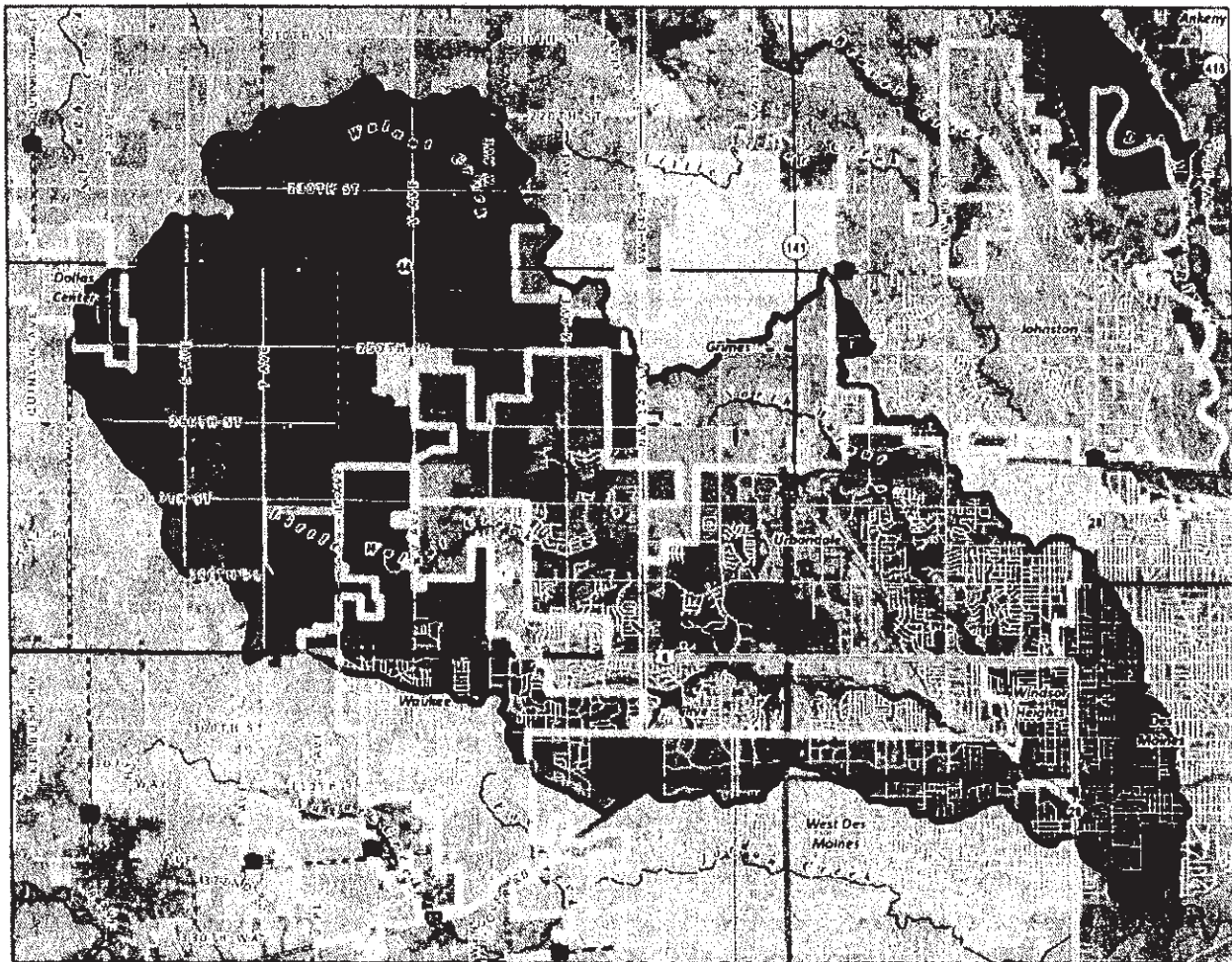
- A complete listing of the existing WMAs in Iowa
- Example 28E agreements and by-laws
- More information on setting up a WMA
- Contacts for technical assistance



Walnut Creek Watershed

About

The Walnut Creek Watershed is located in west central Iowa and encompasses 53,697 acres located in both Dallas and Polk counties. Around sixty percent of the watershed is rural/agriculture and forty percent is urban. The agriculture portion is mainly located in the northern portion of the watershed and includes the communities of Dallas Center and Grimes. The urban portion, located in the southern half of the watershed, includes the communities of Clive, Waukee, West Des Moines, Windsor Heights, Urbandale, and Des Moines.



*Walnut Creek Watershed Boundary *Map courtesy of the Iowa DNR*

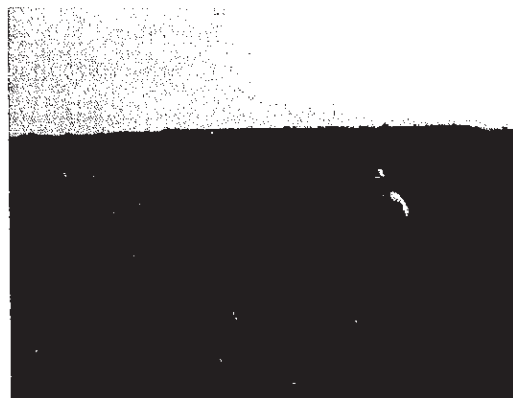
Walnut Creek and its tributaries extend 97 miles before joining with the Raccoon River in the southeastern corner of the watershed. The confluence with the Raccoon River occurs just above the Des Moines Water Works treatment facility. This facility provides clean drinking water to the residents in the metro area.

High levels of nitrates, bacteria, and increased flooding are the main concerns within the Walnut Creek Watershed. A watershed management plan has been developed to address these concerns. This plan will provide guidance for overcoming these issues as well as others throughout the watershed.



*North Walnut Creek running through
Urbandale, Iowa*

Blog at



*Dallas County SWCD conducting stream
assessment in 2015*

WordPress.com.

ershed

43%
urban

communities



430
acres/yr
converting from
urban to rural

Vision

Engaged residents working across political/property boundaries to create and sustain a healthy watershed.

Mission

Through collaboration, education and research, implement science-based policies and practices for:

- 1) Flood mitigation
 - 2) Water quality improvements
 - 3) Natural resources protection and
 - 4) Improved recreation
- while maintaining economic health.



Storms less
than 2.5" make
up 98% of
Central Iowa's
precipitation

During a 1-year storm (2.67" of rain), runoff rates in small urban streams may exceed levels caused by a 100-year storm (7.12" of rain) under natural conditions (prairie)

Case Studies

Rural

Urban

6.5 square miles

Recommend
reduction of:
Nitrates
by 41%,
Phosphorus
by 29%



row crop farmland



0.1% of the wa
contributing as m

Challenges

Unstable Streams Dominate Watershed:

37%
streamflow increase

(since 1982)

57%

Upstream (Rural)

Higher Nitrogen and Phosphorus

Downstream
Higher Bact

ONLY

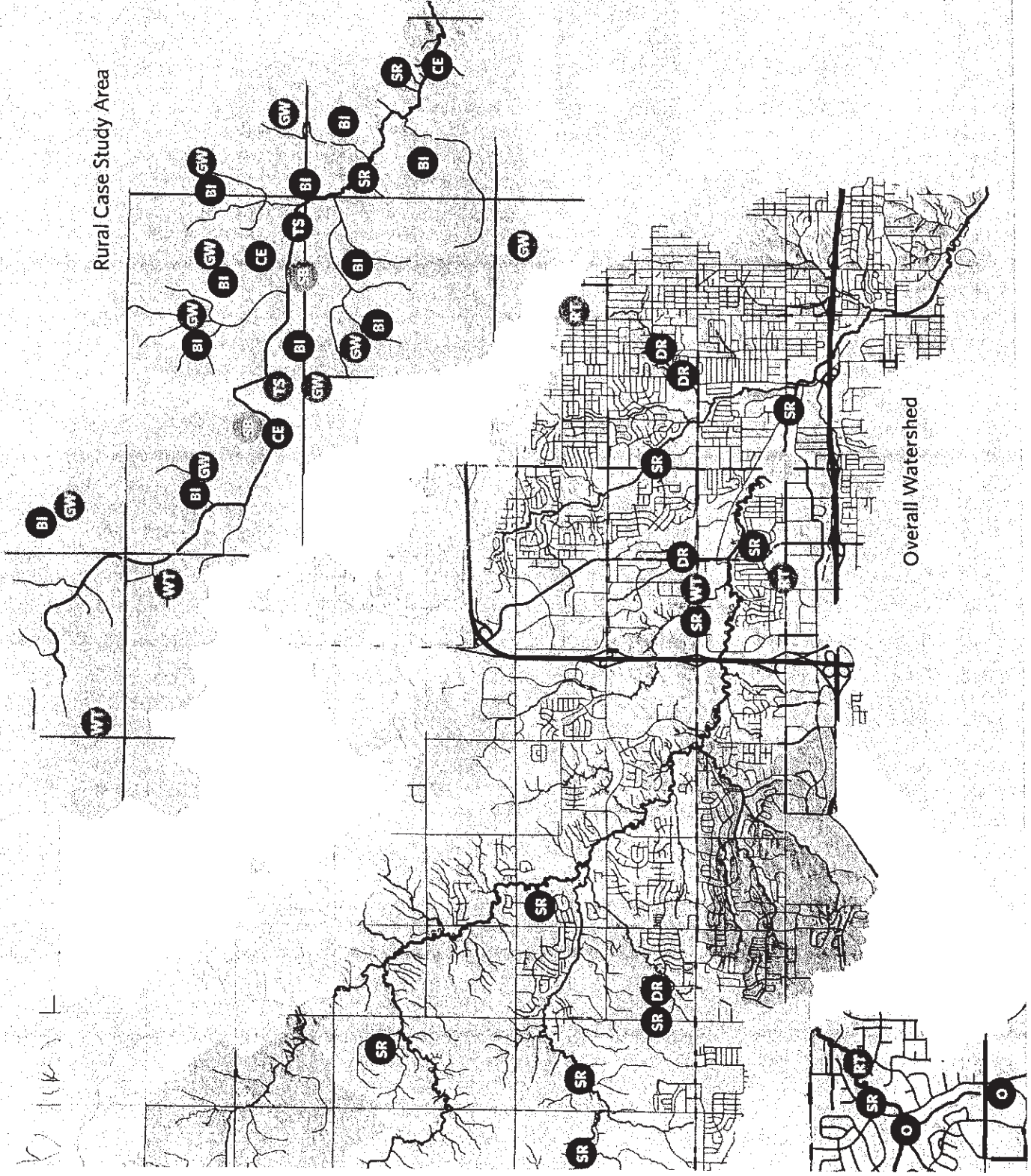
Lack of To

Rural To

- Use Best Man Nutrient Redu
- Target use of 1
- Use precision farmland that
- Grow funding
- Protect the fiv
- Link rural part
- Expand acces
- Increase trans and funding

Urban To

- Use criteria in Manual to rec
- Buffer stream
- Improve imple Stormwater P
- Use local ordi
- Protect 100-y
 - No new s
- Maintain
 - Reserve c mover
- Set new s flood plai



Cindy Riesselman

From: Mayor
Sent: Tuesday, January 17, 2017 10:49 AM
To: Ralph Brown
Cc: Cindy Riesselman
Subject: FW: North Raccoon WMA
Attachments: Final North Raccoon River Watershed Management Coalition.docx; DNR WMA Handout_v2.pdf

Ralph,
do you want to review this one as compared to the others we signed on with.
Mike

From: Mayra Martinez [Martinez@stormlake.org]
Sent: Wednesday, January 11, 2017 10:44 AM
Subject: North Raccoon WMA

North Raccoon WMA Partners,

Through the National Disaster Resilience Competition, the United States Department of Housing & Urban Development (HUD) has awarded the State of Iowa \$96.9 million to conduct a program to help Iowa communities recover from prior disasters and improve their ability to recover more quickly from future disasters. The award is the result of collaboration among several state and local agencies collaborated to create a program called the Iowa Watershed Approach (IWA). The IWA will accomplish six goals, including reducing flood risk, improving water quality, increasing resilience, engaging stakeholders, improving quality of life and health, and developing a program that can be replicated throughout the Midwest and the nation.

Nine distinct watersheds across Iowa will serve as project sites for the IWA. These are: Bee Branch Creek in Dubuque, Upper Iowa River, Upper Wapsipinicon River, Middle Cedar River, Clear Creek, English River, North Raccoon River, West Nishnabotna River, and East Nishnabotna River. Each project will work through a watershed management authority (WMA) to develop a hydrologic assessment and watershed plan to reduce the magnitude of downstream flooding. Since no watershed management authority currently exists for the North Raccoon River, one must be created.

Attached you will find the final version of the North Raccoon Watershed Management Authority 28E agreement, which incorporates comments and revisions from many of your jurisdictions. The final agreement is now ready for approval by your respective councils, boards, or SWCD commissioners. Please let us know if you have any questions on this. The template signature pages for each type of jurisdiction can be found in the last pages of the agreement.

We ask that your jurisdiction please sign 10 original copies of the agreement.

Please send your signed agreements to the City of Storm Lake:

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588

Thank you to everyone for your dedication to this effort. We look forward to working with everyone! If you have questions or would like someone to attend an upcoming board or council meeting, please contact me at patrick@stormlake.org (712) 732-8000, or Kyle Ament, Iowa DNR Kyle.Ament@dnr.iowa.gov (515) 725-8389.



VEENSTRA & KIMM, INC.

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

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

January 20, 2017

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

DALLAS CENTER, IOWA
NORTH RACCOON RIVER
WATERSHED MANAGEMENT AUTHORITY

This letter is a follow up on the question whether the City of Dallas Center should participate in the North Raccoon River Watershed Management Authority. The southwest corner of the City tributary to Hickory Creek flows to the North Raccoon River.

The area of the City located in the North Raccoon River includes the well field, the "Cross" developments and the rural areas located along Highway 44 extending easterly and just encompassing the west part of the developed area of the City. The only portion of the developed area of the City tributary to the North Raccoon River is the far southwest corner. The balance of the City flows easterly or northerly and is not located in the North Raccoon River watershed authority.

One of the primary catalysts for the formation of the North Raccoon River Watershed Authority was the City of Storm Lake in its pursuit of Disaster Resiliency Funds for the purpose of protecting the water quality of Storm Lake. Other interest points are related to the agricultural drainage issues primarily in Pocahontas County.

The City of Dallas Center is located at the far downstream end of the North Raccoon River basin that discharges to the Raccoon River just south of Interstate 80. There may be some activities by the North Raccoon River Watershed Management Authority that would focus as far south in the watershed as Dallas Center. The writer would anticipate the majority of the focus of the North Raccoon River Watershed Management Authority will be farther to the northwest in the upstream reaches of the basin.

Cindy Riesselman
January 20, 2017
Page 2

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

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVjr:pjh
212

cc: Ralph Brown, Brown, Fagen & Rouse

2017-14

North Raccoon River Watershed Management Coalition

28E Agreement

THIS JOINT AND COOPERATIVE AGREEMENT (hereinafter referred to as the "Agreement" is voluntarily entered into by all parties/participants on signature pages and presented to the Iowa Secretary of State on this ____ of November, 2016 pursuant to the authority of the Code of Iowa, Chapter 28E.

WHEREAS, Iowa Code section 466B of the Code of Iowa authorizes two (2) or more political subdivisions, defined as including cities, counties, and/or soil and water conservation districts all of which must be located within the same United States Geological Survey Hydrologic Unit Code (HUC) 8 watershed, to enter into agreement under Chapter 28E of the Code of Iowa to establish a watershed management authority (coalition) to enable cooperation in supporting watershed, planning and improvements for the mutual advantage of the political subdivisions involved: and

WHEREAS, pursuant to Code of Iowa Section 466B.22, a watershed management authority (coalition) may perform all of the following duties:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risk
6. Seek and allocate monies made available to the Authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreement and execute all instruments necessary or incidental to the performance of the duties of the Authority; and;

WHEREAS, the counties of _____; and the Cities of _____; and the Soil and Water Conservation Districts of _____ deem establishment of the North Raccoon River Watershed Management Coalition (hereinafter referred to as the "Coalition"), a watershed management authority (Coalition) encompassing all of the North Raccoon River watershed, which falls within the same HUC 8 watershed (07100006), to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into the Agreement pursuant to Code Of Iowa Chapter 28E for the purpose of establishing the Authority to carry out watershed planning and improvements in the North Raccoon Watershed.

NOW, THEREFORE, In consideration of the mutual covenants hereafter set forth, the participants agree as follows:

1. CREATION OF THE COALITION.

Upon the effective date identified in the first Paragraph, there is hereby created a public agency to be known as the "North Raccoon River Watershed Management Coalition" ("The Coalition").

The agency shall be a political subdivision of the State of Iowa and a legal entity separate and distinct from the corporate existence of any participating parties and shall be subject to the control and supervision of any party or their officers and directors only to the extent provided herein.

2. NORTH RACCOON RIVER WATERSHED BOUNDARY.

The area within this Agreement shall be known as the North Raccoon River Watershed Boundary. At the inception of this Agreement, this Boundary is shown in Attachment A.

3. PURPOSE AND FUNCTIONS.

The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully encourage, plan for, and implement watershed activities within the North Raccoon River watershed, including but not limited to the following activities authorized pursuant to Code of Iowa Section 466B.22:

- a. Assess the flood risks in the watershed.
- b. Assess and improve water quality in the watershed.
- c. Assess options for reducing flood risk and improving water quality in the watershed.
- d. Monitor federal flood risk planning and activities.
- e. Educate residents of the watershed regarding flood risks and water quality.
- f. Seek and allocate monies made available to the Coalition for purposes of water quality and flood mitigation.
- g. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Coalition. The Coalition shall not have the power to acquire property by eminent domain. All interests in lands shall be held in the name of the Party wherein said lands are located.

4. GOVERNANCE

- a. It is the intention of this Agreement that the Coalition be established as an administrative agency and that the inherent governmental powers of any Party not be affected in any way beyond the terms of this Agreement.
- b. A joint board of the Parties known as the North Raccoon River Watershed Management Coalition Board (hereinafter referred to as the "Board") shall be responsible for coordinating watershed planning and improvements and executing activities directed to fulfilling the purposes of this Agreement. The Board shall be comprised of one appointee from each county, city, and district participating in this Agreement. The Board shall meet at least once a calendar year. Except as otherwise provided in this Agreement, the actions of the Board shall be the actions of the Coalition.
- c. The Board shall comply with the Open Meeting Law (Iowa Code Chapter 21), Open Records Law (Iowa Code Chapter 22) and gender balance requirements (Iowa Code Section 69.16A).

- d. The Board will develop, adopt, and from time-to-time amend governing bylaws, operating policies, and administrative procedures.
- e. The Board members shall receive no compensation for serving in such a capacity but may be reimbursed for actual expenses incurred by their respective governing body or by the Coalition subject to the existence and availability of funds.
- f. A director may be removed after missing three consecutive regular meetings of the Board. If a director is removed, the appointing agency shall appoint a successor or a designated alternate. The appointing body may at any time remove a director appointed by it.
- g. The Board shall adopt bylaws and shall elect one director as chairperson and one director as vice chairperson, each for a term of two years, and shall appoint a secretary who need not be a director. The Board may create any committees necessary to achieve the purposes and functions of this agreement. Further duties shall be set forth in the bylaws.
- h. A majority of the membership of the Board shall constitute a quorum of the Board for the purpose of holding a meeting of the Board. The affirmative vote of a majority of the quorum shall be necessary for any action taken by the Coalition unless the Board adopts a bylaw requiring a greater number of affirmative votes. A vacancy in the membership of the Board shall not impair the rights of a quorum to exercise all the rights and perform all the duties of the Coalition.

5. DURATION

This Agreement shall be in effect in perpetuity until terminated pursuant to Section 13.

6. POWERS AND DUTIES

- a. The parties to this Agreement shall retain all powers and duties conferred by law but shall work together in the exercise of such powers and the performance of this Agreement. Each party shall be responsible for:
 - 1. Identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the North Raccoon River watershed boundary;
 - 2. Identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the watershed;
 - 3. Identifying the most effective best management practices for water quantity and water quality improvements in the watershed;
 - 4. Participating in educational/outreach programs regarding water quality and flood risks;
 - 5. Identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the watershed;
 - 6. Providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Parties;

7. Securing such financing, including grants, loans and the issuance of bonds of loan agreements, as determined by the respective Party to be necessary or desirable to achieve the objectives of the agreement;
8. Designing and bidding of projects;
9. Administering contracts; and
10. Observing construction.

7. OPERATIONS

- a. Within its available resources through funding or in-kind support, the Coalition may employ one or more staff members.
- b. In addition to other powers and duties, the Coalition will oversee the performance of all staff members and in-kind contributions to the Coalition of personnel, materials, and equipment.
- c. Within its available resources through funding or in-kind support, the Coalition may acquire or lease equipment and supplies necessary to its work, acquire or lease office space, acquire and manage facilities related to its work, and insure against identified risks.
- d. The Coalition may enter into cooperative agreements and other contracts with other agencies, entities, and individuals.
- e. The Board may create committees and task forces to support its work and, within its available resources through funding or in-kind support, engage experts and consultants.

8. MANNER OF FINANCING

- a. The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds, as well as in-kind contributions, as necessary to support work pursuant to this Agreement. It is agreed and understood by the parties hereto that no financial obligations upon any party are intended to be created hereby.
- b. Members of the Coalition may, if deemed necessary and appropriate, contribute through an equitable formula, make appropriations from their respective budgets for the operation and administration of the Coalition. Such a formula shall be presented and passed by Resolution by all parties bound by this Agreement. These appropriations may be utilized for but not limited to the employment of staff, marketing, grant writing fees, and administrative fees to Fiscal Agents. Any such contributions from the governing bodies of this Agreement shall be binding to fulfill.
- c. No action to contribute funds by a Board member of the Coalition is binding on the Party that he or she represents without official approval by the governing body of that Party. No Party may be required to contribute funds to the Coalition.
- d. The Board will review each opportunity for funding or in-kind support. After review of the opportunity, a fiscal agent will be nominated. The fiscal agent would be a Party of other organization meeting the fiscal agent standards outlined in the bylaws.
- e. All funds received for use by the Coalition shall be held in a special fund by one of the Parties who shall act as the fiscal agent, pursuant to a written Fiscal Agent Agreement

between the fiscal agent and the Coalition. When funds are provided as a grant or loan directed to a Party of the Coalition for a project administered by that Party, the funds shall be retained and administered by that Party.

- f. The Coalition shall have full authority to apply for and receive grants or endorse a participant to do the same for facilities construction and programming, but neither the Coalition nor the participants in this Agreement shall be obligated to contribute or expend non-grant monies beyond amounts included in an approved budget. The Coalition may enter into agreements with grant writers and Fiscal Agents to both write grants and administer dollars, which may be received either by the Coalition or a party to this Agreement for projects approved by the Coalition.
- g. The Coalition shall have no power to impose any tax of any nature, nor pledge the credit of any of Parties to this Agreement, nor incur and debt or other financial obligation the payment of which has not been provided for in the current or an approved future budget.

9. SEVERABILITY/INVALIDITY

If any term, provision, or condition of this Agreement shall be determined to be invalid by a court or competent jurisdiction, such invalidity shall in no way effect the validity of any other term, provision, or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the Parties to this Agreement or substantially frustrate the attainment of the purposes of this Agreement.

10. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

11. REPORTS AND AUDITS

Between January 1 and January 15 of each year, the Coalition shall prepare and deliver to each Party, an annual report which summarizes the programs and activities conducted or expected to be conducted by the Coalition during the previous, current, and ensuing fiscal year. In the event that the Coalition establishes a financial budget, the Coalition shall also comply with the audit provisions under Iowa Code Section 11.6 and shall furnish copies of the audit report to each Party.

12. CONFLICT OF INTEREST

The Coalition and its Committee shall be subject to all laws of the State of Iowa relating to conflicts of interest and gifts which are applicable to municipalities and municipal officers generally.

13. AMENDMENTS

- a. This agreement may be amended at any time by the Parties. All amendments shall be in writing, signed by all of the Parties, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (2011).
- b. Any Party desiring an amendment to this Agreement shall notify other Parties of its desire, and the reasons for the request. Such a request shall be in writing to the other governing bodies of the Parties, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.
- c. If the request is agreed to by the other Parties, each Party shall prepare and submit to the others a certified resolution confirming the affirmative vote of the Party's governing body.
- d. The Amendment shall take effect ten (10) days following receipt of the last such resolution by the other Parties. Amendments shall be filed and recorded as required by Section 15 hereof.

14. ADDITIONAL PARTIES

- a. A City, County, or Soil and Water Conservation District within the North Raccoon River watershed who is not a Part, may request, in writing to the Coalition, to become a Party.
- b. Such a request shall be considered and decided by a 2/3 vote of the Board, and shall become effective when the new Party has signed the then-current Agreement pursuant to a resolution of its governing body and the requisite filing with the Iowa Secretary of State and/or County Auditor has been accomplished.

15. TERMINATION OF AGREEMENT/DISSOLUTION OF AGENCY

This Agreement shall terminate upon the mutual agreement of the governing bodies of all Parties in the Coalition. Upon termination, all property and money then owned by the Coalition shall be distributed equally among its members after payment of all debts. Any funds donated under a stipulation limiting their use shall be dispersed consistent with the owner's direction. The governing body of each jurisdiction may individually withdraw from their participation in the Agreement after providing the Coalition a written 90 day notice of intent. Such withdrawal will forfeit any right to a distribution in conjunction with a subsequent termination of this Agreement.

- a. Any balance of a fund created by the mechanism described in this Agreement, shall be returned to the party per the same formula which created the fund.
- b. To the extent the Authority may possess funds received from contributions towards a specific project and such funds have not been expended, such funds shall be returned to the donors to the extent possible.

- c. If the Coalition should own any facility or property, and this Authority is terminated, such facility or property may be donated and turned over to a non-profit or governmental entity or sold and proceeds divided equitably between the parties involved in this Agreement.

16. EFFECTIVE DATE.

This Agreement shall take effect upon execution by the Parties as required by law and filing with the Secretary of State in an electronic format.

17. RECORDATION

This Agreement shall be recorded pursuant to the requirements of the Code of Iowa, Chapter 28E.

18. ENTIRE AGREEMENT

This Agreement and attachments hereto constitute the entire Agreement among the Parties and supersedes or replaces any prior agreements among the Parties relating to its subject matter.

19. NO WAIVER

The waiver or acceptance by any Party of a breach or violation of any provision(s) of this Agreement by another Party shall not operate as, or be construed to be, a waiver of any other or subsequent breach.

20. NO ASSIGNMENT OR DELEGATION

Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside entity without the prior approval of the Board.

21. NOTICES

Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the representative designated to receive notice for each Party as set forth in this Agreement. The effective date of any notice under this Agreement shall be the date of actual delivery of such notice and not the date of dispatch. The preferred means of notice shall be either actual hand delivery, certified U.S. Mail, return receipt requested with postage prepaid thereon, or by recognized overnight delivery service, such as FedEx or UPS.

Notices shall be delivered to the following persons regarding each Party:

22. AUTHORITY AND AUTHORIZATION

Each party to this Agreement shall supply to the Coalition a copy of the resolution by the governing body of each Party as evidence of the power and authority of each Party to enter into this Agreement.

23. HEADING AND CAPTIONS.

The paragraph heading and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

24. SIGNATURE PAGES

The Parties agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Party.

Dated this _____ day of _____ 2016.

(e.g. BUENA VISTA SOIL AND WATER CONSERVATION DISTRICT, IOWA)

BY: _____
Chairman

ATTEST: _____



TREE CITY USA

Tree City USA:

Growing Strong Communities





 Arbor Day Foundation



Tree City USA Standards

To qualify as a Tree City USA community, you must meet four standards established by the Arbor Day Foundation and the National Association of State Foresters. These standards were established to ensure that every qualifying community* would have a viable tree management program and that no community would be excluded because of size.

Four Standards for Tree City USA Recognition

 Standard 1 |  Standard 2 |  Standard 3 |  Standard 4

Standard 1

A Tree Board or Department

Someone must be legally responsible for the care of all trees on city- or town-owned property. By delegating tree care decisions to a professional forester, arborist, city department, citizen-led tree board or some combination, city leaders determine who will perform necessary tree work. The public will also know who is accountable for decisions that impact community trees. Often, both professional staff and an advisory tree board are established, which is a good goal for most communities.

The formation of a tree board often stems from a group of citizens. In some cases a mayor or city officials have started the process. Either way, the benefits are immense. Involving residents and business owners creates wide awareness of what trees do for the community and provides broad support for better tree care.

Standard 2

A basic public tree care ordinance forms the foundation of a city's tree care program. It provides an opportunity to set good policy and back it with the force of law when necessary.

A key section of a qualifying ordinance is one that establishes the tree board or forestry department—or both—and gives one of them the responsibility for public tree care (as reflected in Standard 1). It should also assign the task of crafting and implementing a plan of work or for documenting annual tree care activities.

Ideally, the ordinance will also provide clear guidance for planting, maintaining and removing trees from streets, parks and other public spaces as well as activities that are required or prohibited. Beyond that, the ordinance should be flexible enough to fit the needs and circumstances of the particular community.

For tips and a checklist of important items to consider in writing or improving a tree ordinance, see Tree City USA Bulletin #9.

Standard 3

A Community Forestry Program With an Annual Budget of at Least \$2 Per Capita

City trees provide many benefits—clean air, clean water, shade and beauty to name a few—but they also require an investment to remain healthy and sustainable. By providing support at or above the \$2 per capita minimum, a community demonstrates its commitment to grow and tend these valuable public assets. Budgets and expenditures require planning and accountability, which are fundamental to the long-term health of the tree canopy and the Tree City USA program.

To meet this standard each year, the community must document at least \$2 per capita toward the planting, care and removal of city trees—and the planning efforts to make those things happen. At first this may seem like an impossible barrier to some communities. However, a little investigation usually reveals that more than this amount is already being spent on tree care. If not, this may signal serious neglect that will cost far more in the long run. In such a case, working toward Tree City USA recognition can be used to reexamine the community's



Standard 4

An Arbor Day Observance and Proclamation

An effective program for community trees would not be complete without an annual Arbor Day ceremony. Citizens join together to celebrate the benefits of community trees and the work accomplished to plant and maintain them. By passing and reciting an official Arbor Day proclamation, public officials demonstrate their support for the community tree program and complete the requirements for becoming a Tree City USA!

This is the least challenging—and probably most enjoyable—standard to meet. An Arbor Day celebration can be simple and brief or an all-day or all-week observation. It can include a tree planting event, tree care activities or an award ceremony that honors leading tree planters. For children, Arbor Day may be their only exposure to the green world or a springboard to discussions about the complex issue of environmental quality.

The benefits of Arbor Day go far beyond the shade and beauty of new trees for the next generation. Arbor Day is a golden opportunity for publicity and to educate homeowners about proper tree care. Utility companies can join in to promote planting small trees beneath power lines or being careful when digging. Fire prevention messaging can also be worked into the event, as can conservation education about soil erosion or the need to protect wildlife habitat.

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Tree City USA is an Arbor Day Foundation program in cooperation with:



BENEFITS

Framework for Action

- Provides direction
- Systematic management of tree resources



THE CITY OF DALLAS



BENEFITS

Education

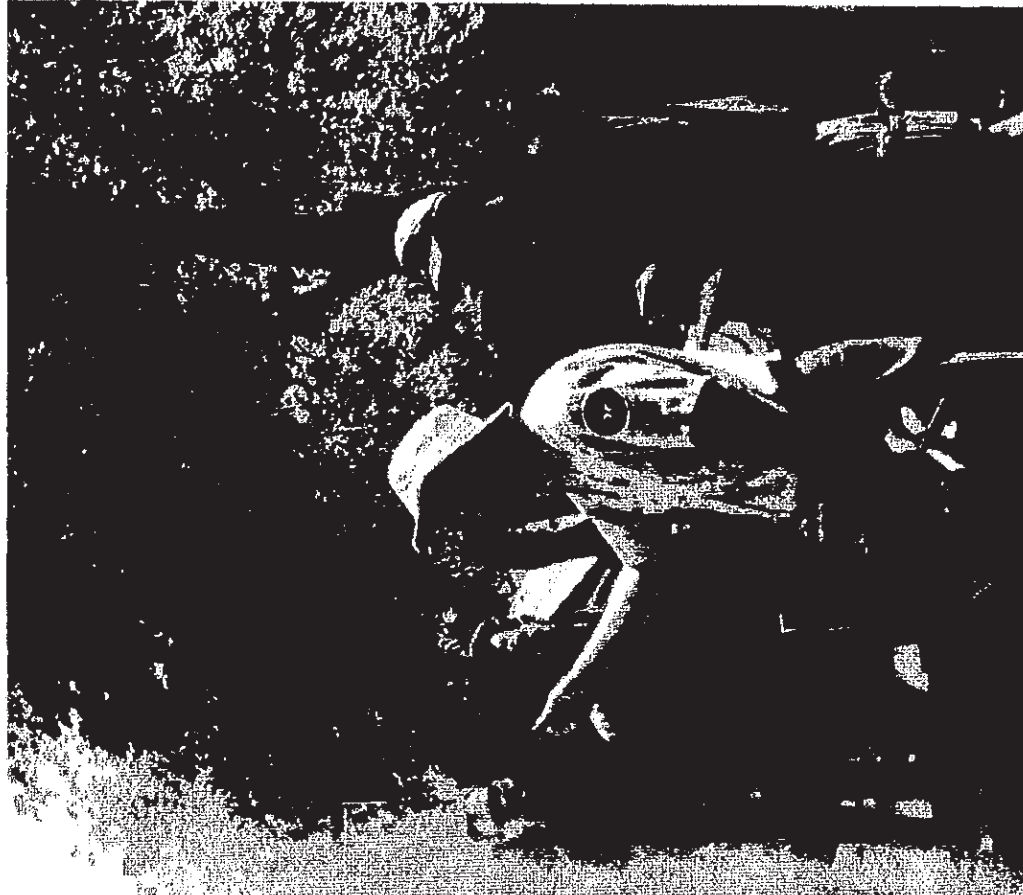
- Assistance through the application process
- Online resources
- Technical advice



THE CITY OF LOS ANGELES



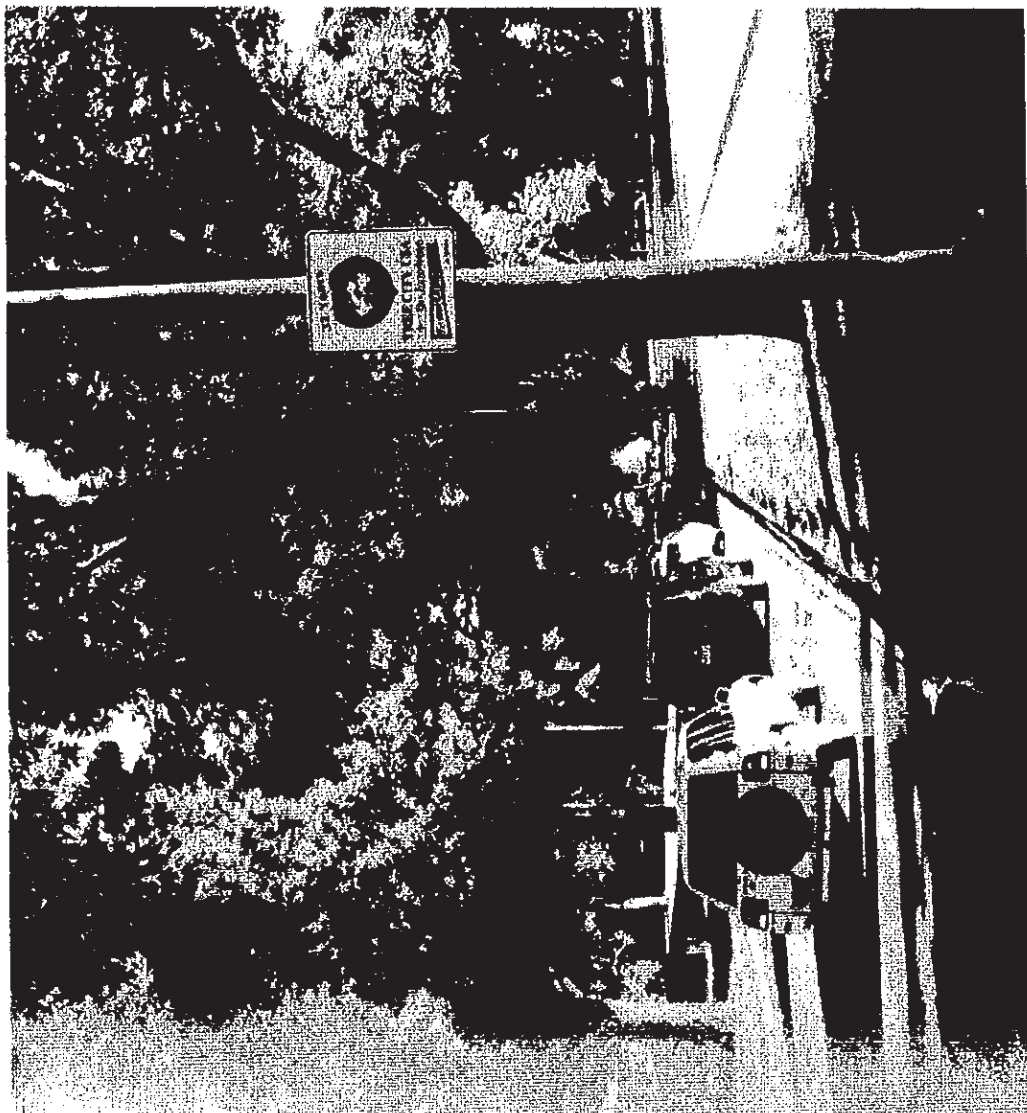
Arbor Day Foundation



BENEFITS

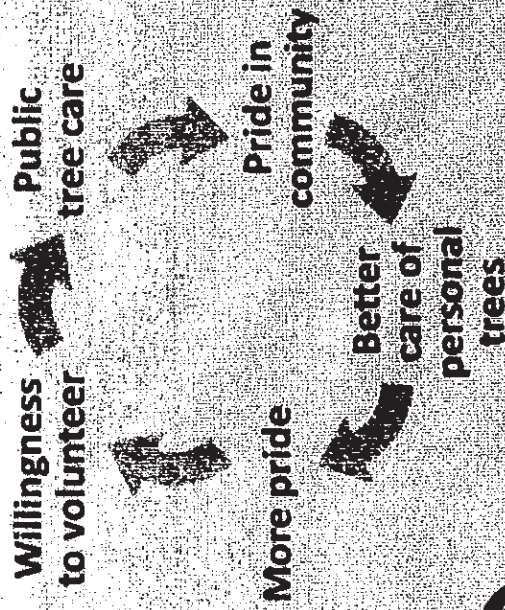
Public Image

- Quality of life
- Influence
- Desirability



BENEFITS

Citizen Pride



The Arbor Day Foundation



BENEFITS

Publicity

- Presentation of the Tree City USA award
- Arbor Day celebration
- Public education





Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Michael A. Kidd, Mayor of the City of
Dallas Center, Iowa, do hereby proclaim
April 28, 2017, as

Arbor Day

In the City of Dallas Center, Iowa, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 14th day of February, 2017.
Mayor

RESOLUTION NO. 2017-11

**A RESOLUTION RESCINDING THE 2016 COST REIMBURSEMENT
AGREEMENT WITH DUSTIN RUNGE IN CONNECTION WITH HIS
ATTENDANCE AT THE IOWA LAW ENFORCEMENT ACADEMY**

WHEREAS, by the adoption of Resolution No. 2016-2 on January 12, 2016, the Council authorized the Mayor to enter into a Cost Reimbursement Agreement with Officer Dustin Runge, which Agreement provided, under certain circumstances, for Officer Runge to reimburse all or part of the costs incurred by the City for his course of instruction at the Iowa Law Enforcement Academy and all or part of the costs of his salary paid to him while attending the Academy; and

WHEREAS, Officer Runge has resigned from the Dallas Center Police force to accept a position as the De Soto, Iowa, Chief of Police; and

WHEREAS, the Council has determined that under the circumstances, Officer Runge should not be required to reimburse any funds to the City of Dallas Center, and that the Cost Reimbursement Agreement should be rescinded and no longer should be in effect or enforced.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA that the Cost Reimbursement Agreement dated January 12, 2016, between the City and Dustin Runge is hereby rescinded, no longer is in effect, and shall not be enforced.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 14th day of February, 2017.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



METRO ARTS ALLIANCE CONCERT SITE HOST AGREEMENT

THIS AGREEMENT is made on January 20, 2017 between METRO ARTS ALLIANCE OF GREATER DES MOINES, an Iowa not-for-profit corporation (hereinafter called "Metro Arts Alliance") and Dallas Center Mound Park (hereinafter called "Concert Site Host").

In consideration of the mutual promises and agreements of the parties hereto, as hereinafter set forth, it is agreed as follows:

1. EVENT.

Concert Site Host agrees to host a concert as part of Metro Arts Alliance's Jazz in July concert series at Dallas Center Mound Park (location) at 6:30 to 8:00 p.m. (time) on July 8th (date), hereinafter ("Event"), with Parranderos Latin Combo performing ("Artist").

Concert Site Host understands and is committed to meeting the Metro Arts Jazz in July site requirements for 2017:

- Payment of the site fee of \$600
- Extensively promote the event to the Concert Site Host's local community
- Attend a site orientation meeting with Metro Arts Alliance representative
- Provide safe and solid stage with appropriate power, shade, and water as required by the Artist
- Provide food and beverages vendors for the event
- Provide 2 chairs, a table, and space for Metro Arts Alliance, and other qualifying sponsors

2. INDEMNIFICATION

A. Concert Site Host shall defend, indemnify and hold Metro Arts Alliance, its officers, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omission of Concert Site Host, its officers, agents, or employees.

B. Metro Arts Alliance shall defend, indemnify and hold Concert Site Host, its officers, employees or agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Metro Arts Alliance, its officers, agents, or employees.

3. INSURANCE.

Concert Site Host shall provide Metro Arts Alliance, not later than seven (7) days prior to the performance, written evidence of Concert Site Host's coverage by insurance of the types and in the minimum amounts specified below:

A. Commercial General Liability: (Minimum Limits)

1. General Aggregate (BI, PD) \$1,000,000
2. Combined Single Limit Per Occurrence \$1,000,000

B. Concert Site Host agrees to provide Metro Arts Alliance a Certificate of Insurance naming Metro Arts Alliance of Greater Des Moines and Artist as **Additional Insureds** to the Commercial General Liability policy referenced in Paragraph A above.

If such Insurance is written on a claim made form following termination of this agreement, coverage shall survive for a period no less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this agreement.

All certificates shall specify that the coverage will not be canceled or reduced without thirty (30) days' advance written notice to Metro Arts Alliance. Premiums on all insurance policies shall be paid directly by Concert Site Host.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove mentioned, and this Agreement shall become effective only if Metro Arts Alliance receives this Agreement on or before **March 4, 2017** executed by Concert Site Host.

METRO ARTS ALLIANCE OF GREATER DES MOINES

By: Carla Thomas

Date: _____

CONCERT SITE HOST

By: _____

Date: _____

ORDINANCE NO. 508

AN ORDINANCE AMENDING SECTION 106.08 OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, INCREASING THE FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE FOR COMMERCIAL PREMISES.

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

SECTION 1. Section 106.08(1) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended to read as follows:

1. Schedule of Fees. The fees for solid waste collection and disposal service, used or available, are:
 - A. For each residential premises - \$19.50 per month, including single-stream recycling.
 - B. For commercial, industrial and institutional premises (including premises with one or more apartments) requiring once or twice-weekly collection -- a minimum of \$20.52 per month for each premises, with such additional monthly fees based on the quantity of solid waste and recyclables collected as may be established by the Clerk and approved by the Council.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. Severability Clause. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. **When Effective.** This Ordinance shall be in full force and effect from and after its passage and publication as provided by law for all services provided on and after April 16, 2017.

Passed by the City Council on the 14th day of February, 2017, and approved the 14th day of February, 2017.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

FACILITY SERVICES RENTAL SERVICE AGREEMENT

Location No. 762 Contract No. 4058 Customer No. 4058 Date 11-1-75
Customer DALLAS CENTER CITY HALL Phone (515) 972-3725
Address 1502 WALNUT ST City DALLAS CENTER State IA Zip 50063

FACILITY SERVICES PRODUCTS PRICING

[illegible]

*Indicates bundled items/services

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
 - The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an Invoice.
 - COD Terms \$ 5.00 per delivery charge for prior service (if Amount Due is Carried to Following Week)
 - Credit Terms - Charge Payments due 10 days after End of Month.
 - Minimum Charge- \$ 25.00 per delivery.
 - Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
 - Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
 - Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop towel container \$ _____ per delivery
 - Artwork Charge for LogoMat \$ 125.00
 - Service Charge \$ 10.00 per delivery.
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

• Other _____
Cintas Loc. No. 762 Please Sign Name _____
By _____ Please Print Name _____
Title _____ Please Print Title _____

Accepted - GM:

email _____

R-2100E-New (6/12)*2

Form Distribution: (1) White-Office

(2) Canary-Customer (3) Pink-Corporate Office