

**AGENDA**  
**Dallas Center City Council**  
**January 14, 2020 –7:00 pm – Memorial Hall**

**PUBLIC HEARING** - on Plans and Specifications, Proposed Form of Contract and Estimate of Cost for construction of Water System Improvements (Well No. 11)

**PUBLIC HEARING** - on proposing to dispose of certain City-owned property (Parcel 19-118) by exchanging the parcel, without further consideration, for Parcel 19-119 owned by Eby Land Company

1. Pledge of Allegiance
2. Roll call
3. Action to approve agenda
4. Action to approve consent agenda
  - a. Approve minutes of December 10<sup>th</sup> regular meeting and January 7<sup>th</sup> and 8<sup>th</sup> budget workshops
  - b. December Treasurer's Report
  - c. December Law Enforcement, Fire/Rescue, Compliance and Water Reports
  - d. Approve Dollar General liquor license (Class C beer permit with Class B wine permit and Sunday sales), pending the floor plan sketch and dram shop
  - e. Approve cigarette/tobacco/nicotine/vapor license for Dollar General Store
  - f. Approve reappointment of Mark Hersch to the E911 Board
  - g. Approve reappointment of Mike Howell as an alternate to the E911 Board
  - h. Approve reappointment of Mark Hersch as the Mayor's alternate to the Dallas County Emergency Management Board
  - i. Approve Mayor's appointment of Dustin Thomas to the Property Maintenance Appeal Board, term expires December 31, 2020
  - j. Approve Mayor's appointment of Dave Steinick to the Property Maintenance Appeal Board, term expires December 31, 2021
  - k. Approve Mayor's appointment of Diane Erickson to the Property Maintenance Appeal Board, term expires December 31, 2022
  - l. Approve invoices for payment (review committee Pion and Beyer)
5. 2020-2021 Appointments:
  - a. Mayor Pro Tempore By Mayor
  - b. City Clerk/Treasurer By Council
  - c. City Attorney By Mayor, with Council Approval
  - d. City Engineer By Council
  - e. Zoning Administrator By Council
  - f. Building Official By Council
  - g. Public Works Director By Mayor, with Council Approval
  - h. Council Committees By Mayor
6. Designation of Official Newspaper (Dallas County News)
7. Public Communications and Concerns [Anyone wanting to address the council should raise your hand, and the Mayor will acknowledge you. Please stand, state your name, address and topic. You will have two minutes to address the Mayor and Council.]
8. Plan and Zoning Commission
  - a. Commission Report
  - b. Action on Resolution 2020-1 – approving Site Plan for Dallas Center-Grimes Middle School Addition and Renovation

- c. Action on Resolution 2020-2 - approving Architectural Plan for Dallas Center-Grimes Middle School Addition and Renovation
  - d. Action on Resolution 2020-3 – setting public hearing for 7 p.m. on February 11, 2020, on a proposal to partially vacate the 2004 sanitary sewer easement in conflict with the new building addition
  - e. Review draft Ordinance No. 542 to amend the subdivision regulations requiring certain park land dedication in any development application, and possible action setting public hearing thereon for 7 p.m. on February 11, 2020
  - f. Review draft Ordinance No. 543 to amend the subdivision regulations by adding certain sidewalk connectivity requirements, and possible action setting public hearing for 7 p.m. on February 11, 2020-
9. Shelly Cory – Library Project update and action on Library Board of Trustees’ request for an amendment to the Library Budget (which will require an Amendment to the City Budget)
  10. Discussion and action on application for Prairie Meadows Legacy Grant
  11. Discussion and action on application for Prairie Meadows Grant
  12. Joel Hofland – Discussion and possible action on Fire Department’s grant application for storm sirens
  13. Joel Hofland – Update on Fire Department’s storm siren policy
  14. Action accepting the Dallas Center Rotary Club’s gift of bench along the RRVT near Spurgeon Manor
  15. Bob King – Parks and Recreation Board discussion and possible action on skate rink shed
  16. Bob King – Healthy Hometown Initiative discussion and possible action on awards and opportunities
  17. Gary Park – Tree Board discussion and action RFP for design services
  18. Public Works Report
  19. 8<sup>th</sup> Street Trail Access Easement between Lots 19 and 20 of Trail View Pointe
    - a. Discussion of future use of easement
    - b. Possible action to set public hearing for 7 p.m. on February 11, 2020, on a proposal to vacate the 15-foot Trail Access Easement between Lots 19 and 20 of Trail View Pointe
  20. Wastewater Treatment Facility Improvements
    - a. Engineer’s Report
    - b. Approve Partial Payment Estimate No. 1 – C.L. Carroll Co., Inc. - \$152,760.0
    - c. Action to set second environmental public hearing at 7 p.m. on March 10, 2020 (required as part of the environmental review and clearance process).
  21. Exchange of City-owned land for Eby Land Company land near Wastewater Treatment Facility
    - a. Action on Resolution 2020-4 – disposing of an interest in certain City-owned property (Parcel 19-118) by exchanging the parcel, without further consideration, for Parcel 19-119 owned by Eby Land Company
  22. Fair View Drive Sanitary Sewer Extension Project
    - a. Engineer’s Report
    - b. Approve Partial Payment Estimate No. 5 – Thorpe Water Development - \$16,678.20
  23. Water System Improvements – Shallow Well No. 11
    - a. Engineer’s Report
    - b. Action on Resolution 2020-5 – adopting plans, specifications, form of contract and estimate of costs
    - c. Consideration of construction bids
    - d. Discussion and possible action to waive the irregularity in the Bid Bond Security submitted by the Northway Corporation
    - e. Action to approve Change Order #1 – deduct of \$48,400
    - f. Action on Resolution 2020-6 – making award of construction contract
    - g. Action on Resolution 2020-7 – approving construction contract and bond [subject to approval of the City Attorney]

- h. Discussion and action on request of William G. Scott for compensation for 200-foot radius Agreement
  - i. Action to set public hearing for 7 p.m. on March 10, 2020, on the intent to acquire property for the Water System Improvements Project – Well No. 11 and to authorize the acquisition of the necessary property interests from various property owners for the Project by gift, negotiation, or eminent domain as required by Iowa Code Chapter 6B
24. Hatton Avenue Storm Sewer Extension
    - a. Engineer’s Report
    - b. Action to approve Resolution 2020-8 – Construction Administration Services Letter of Agreement with Veenstra & Kimm in an amount not to exceed \$5,300
  25. Engineer’s Report – other matters
  26. Correspondence from Dallas County concerning drainage district #76
  27. Review updated Capital Improvements Program prepared by City Engineer and determine council’s next steps
  28. Action to approve Ordinance No. 540 - increasing the water rate charged by the city effective February 16, 2020, second reading
  29. Action to approve Ordinance No. 544 – increasing the fees for the commercial solid waste removal rate to a minimum of \$ 22.56 each month effective February 15, 2020, first reading
  30. Action to approve Resolution 2020-9 – updating the City’s Employee Drug and Alcohol Testing Policy Handbook
  31. Action to approve Resolution 2020-10 – approving agreement with O’Keefe Elevator for 2020 mandatory Memorial Hall elevator upgrades in the amount of \$4,988.11
  32. Action to approve Resolution 2020-11 – approving Cooperative equipment agreement with the DNR-Forestry
  33. Action to approve Resolution 2020-12 – accepting gift of parcel of land adjacent to stormwater detention area from Brenton Brothers, Inc.
  34. Action to approve Resolution 2020-13 – allocating 75% of the Fiscal Year 2020-2021 Local Option State Sales Tax Receipts to direct property tax relief, the library building addition project, and the swimming pool project
  35. Action setting Public Hearing on 2020-2021 City Budget maximum property tax dollars to certify for levy for 7:00 pm on February 11, 2020
  36. Pion and Kluss - recommended sidewalk priority listing based on recommendations of the Healthy Hometown Initiative Walkability Study
  37. Council reports
    - a. Update from the internet/fiber committee
    - b. Update on 28E discussions with School District
  38. Mayor’s report
  39. Adjournment

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	Jan Serv	\$225.00
Access Systems Leasing	Dec Serv	\$673.08
Acco	Supplies	\$599.32
Ventilation Services Of	Repairs	\$1,050.46
Aetna Behavioral Health, Llc	Insurance	\$25.20
Agsources Cooperative Svcs	Tests	\$776.50
Ahlers & Cooney, Pc	Dec Serv	\$1,800.00

Arnold Auto Supply	Repairs	\$117.21
Ascap	Annual Fee	\$363.00
Rob Sand	Examination	\$4,973.25
Baker & Taylor Co.	Books	\$441.17
Bay Bridge Administrators	Insurance	\$100.42
Brown, Fagen & Rouse	Dec/Jan Serv	\$2,812.32
C.L. Carroll Co., Inc.	Dec Serv	\$152,760.00
Center Point Large Print	Books	\$126.60
Central Salt, Llc	Salt	\$1,714.10
Centurylink	Jan Serv	\$524.16
Cfi	Repairs	\$247.50
Cintas	Nov Serv	\$112.48
Cj Cooper & Associates	Admin Fee	\$25.00
Culligan Water System	Jan Serv	\$11.95
Dallas County Auditor	Election	\$955.20
Dallas County Treasurer	Dec Serv	\$17,462.67
Delta Dental	Insurance	\$30.20
Delta Dental	Insurance	\$558.00
Digital Stew Services	Dec Serv	\$126.55
Iowa Dnr	Permit	\$350.00
Eftps	Taxes	\$3,181.98
Eftps	Taxes	\$3,217.57
Eftps	Taxes	\$3,167.11
Elite Electric & Utility	Repairs	\$150.00
First Presbyterian Church	Water Main	\$20,896.00
Gatehouse- Db Iowa Holdings	Nov Serv	\$544.39
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$28.52
Grainger	Repairs	\$150.90
Heartland Co-Op	Dec Serv	\$732.98
Hsa Cory, Rochelle	Hsa	\$3,900.00
Hsa Hofland, Joel	Hsa	\$1,950.00
Hsa Riesselman, Cindy	Hsa	\$3,950.00
Hsa Scrivner, April	Hsa	\$1,950.00
Hsa Slaughter, Brian	Hsa	\$3,983.33
Hsa Steele, Kathy	Hsa	\$3,900.00
Simmering-Cory/Iowa Codifi.	Codification	\$796.00
Iowa One Call	Oct/Nov Serv	\$36.90
Iowa Pump Works, Inc.	Repairs	\$297.50
Ipers	Ipers	\$5,171.62
Iron Mountain	Dec Serv	\$65.17
K & K Insurance Group, Inc.	Insurance	\$650.10
Karen Mccleary	Dec Serv	\$475.00
Leaf	Dec Serv	\$102.08
Eddie Leedom	Dec Serv	\$532.71

Menards	Supplies	\$513.94
Merrit Company	Supplies	\$237.06
Midamerican Energy	Nov/Dec Serv	\$1,276.69
Midamerican Energy	Dec Serv	\$3,696.40
Midwest Breathing Air Llc	Tests	\$181.50
Banleaco	Nov Serv	\$103.92
Banleaco	Dec Serv	\$103.92
Municipal Supply Inc	Repairs	\$141.95
Napa Auto Parts	Supplies	\$173.79
Nationwide Retirement Sol	Deferred Comp	\$450.00
Office Depot	Supplies	\$54.36
Omg Midwest Inc	Streets	\$14,221.75
Omnisite	Repairs	\$144.00
Overhead Door Co, of Dsm	Repairs	\$348.00
Petty Cash-City	Training	\$20.00
Polk County Sheriff	Pr Fees	\$348.38
Polk County Sheriff	Pr Fees	\$341.68
Praxair Distribution	Dec Serv	\$31.05
Quick Oil Co	Supplies	\$384.34
Treasurer - State of Iowa	Taxes	\$1,942.77
Treasurer - State of Iowa	Taxes	\$931.64
April Scrivner	Mileage	\$46.11
Sprayer Specialties, Inc	Repairs	\$223.92
Storey Kenworthy/Matt Parrott	Supplies	\$1,180.98
Thorpe Water Development	Water Treatment	\$8,064.50
Thorpe Water Development	Fair View San Swr	\$27,217.12
Thorpe Water Development	Fair View San Swr	\$16,678.20
Uhs Premium Billing	Insurance	\$373.04
Unplugged Wireless	Repairs	\$190.00
Usa Blue Book	Supplies	\$710.10
Veenstra & Kimm	Dec Serv	\$21,427.72
Verizon Wireless	Dec Serv	\$160.06
Treasurer - State of Iowa	Taxes	\$1,132.00
Waste Management	Dec Serv	\$17,797.36
Wells Fargo	Books/Dvds	\$847.46
Buse & Vrieze Llc	Tree Removal	\$660.00
	Total Paid	\$371,186.79
	General	\$75,920.01
	Rut	\$18,022.35
	T&A(Eb)	\$5,299.10
	Water	\$46,918.80
	Sewer	\$224,921.81
	Storm District	\$104.72
	Total Funds	\$371,186.79

Revenues

General Total	\$65,474.10
T&A (Pd) Ben Total	\$1.27
T&A(Ft) Total	\$1,328.70
T&A(Sc) Total	\$20.71
Capital Improve Total	\$4,024.98
T&A(SI) Total	\$227.19
Rut Total	\$12,862.36
T&A(Eb) Total	\$5,645.37
Emergency Levy Fund Total	\$696.58
Lost Total	\$29,855.79
Tif Total	\$2,833.88
Burnett Project Total	\$11,451.60
T&A(Bc) Total	\$115.84
T&A(Burnett Cap Imp) Total	\$13,438.46
Debt Service Total	\$14,157.19
T&A(B) Total	\$323.31
T&A(Y) Total	\$270.35
Water Total	\$39,565.94
Sewer Total	\$36,002.13
Storm District Total	\$4,968.48
Total Revenue by Fund	\$243,264.23

Mayor Kidd opened a public hearing at 7:00 pm on December 10, 2019 as advertised for the purpose of hearing comments on Plans and Specifications, Proposed Form of Contract and Estimate of Cost for construction of the Hatton Avenue Storm Sewer Extension Project. The city did not receive any written comments. The Mayor asked for oral comments, Julie Becker had several questions, he declared the hearing closed at 7:06 pm.

Mayor Kidd opened a public hearing at 7:06 pm on December 10, 2019 as advertised for the purpose of hearing comments on proposed Amendment No. 6 to the Dallas Center Urban Renewal Plan in the City of Dallas Center, Iowa. The city did not receive any written comments. The Mayor asked for oral comments, Julie Becker had several questions and opposes using TIF money for the swimming pool. Bob Haxton opposes the expansion of the urban renewal program and potentially using TIF for the swimming pool. He also had questions. Kidd declared the hearing closed at 7:11 pm.

The Dallas Center City Council met in regular session December 10, 2019 at 7:11 pm. Mayor Kidd called the meeting to order and led the pledge of allegiance. Council members present included David Bagby, Ryan Coon, Curtis Pion, Danny Beyer and Ryan Kluss.

The agenda was amended to change the review committee to Coon and Bagby. Motion by Beyer, 2<sup>nd</sup> by Coon to approve amended agenda. Motion passed 5-0.

Motion by Pion, 2<sup>nd</sup> by Beyer to approve consent agenda [Approve minutes of November 12<sup>th</sup> regular meeting and November 9<sup>th</sup>, 21<sup>st</sup> and December 4<sup>th</sup> special meetings; November Treasurer's Report; November Law Enforcement, Fire/Rescue, Compliance and Water Reports; approve invoices for payment (review committee Coon and Bagby)]. Motion passed 5-0.

Mayor Kidd administered the Oath of Office to Council Member Ryan Coon (term beginning January 1, 2020). Mayor Kidd administered the Oath of Office to Council Member Ryan Kluss (term beginning January 1, 2020). Mayor Kidd administered the Oath of Office to Council Member Danny Beyer (term beginning January 1, 2020).

Public Communications and Concerns – Bob Haxton stated concerns with sidewalks, resolution 2019-75 and meeting minutes. Pion responded to a public request from Mr. Haxton. Julie Becker stated concerns with agenda packets, Ordinance 540 and sidewalks.

Tom Jorgensen with the Greater Dallas County Alliance gave the annual update.

Scott Steelman-requested an amendment to the City's Urban Revitalization Plan to include Lots 1 and 2 (formerly Lots 1, 2, and 3) of Country Livings Estates (zoning changed from commercial to residential). Council would like to perform a comprehensive review of the entire Urban Revitalization Plan. Motion by Kluss, 2<sup>nd</sup> by Pion to consider this request in early 2020 as part of the comprehensive review. Motion passed 5-0.

Brian Slaughter gave the public works report- they have been working on street patching, a water main repair, several snow events, and assembling the ice rink. He also informed council that the new plow is back from the dealer and all issues have been resolved. He stated the Hatton Avenue warranty asphalt work has been completed.

### **Hatton Avenue Storm Sewer Extension**

Veenstra stated he did not re-estimate the project for the rebid. He also stated the low bid last year was approximately \$240,0000 and this year Vanderpool had the low bid of \$217,889. Veenstra also explained the need to spend down the bond money.

Motion by Pion, 2<sup>nd</sup> by Beyer to approve Resolution 2019-64 – adopting plans, specifications, form of contract and estimate of costs. Roll call all ayes, motion passed.

Motion by Beyer, 2<sup>nd</sup> by Kluss to approve Resolution 2019-65 – making award of construction contract to Vanderpool Construction, Inc. in the amount of \$217,889. Roll call all ayes, motion passed.

Motion by Bagby, 2<sup>nd</sup> by Coon to approve Resolution 2019-66 – approving construction contract and bond [subject to approval of the City Attorney]. Roll call all ayes, motion passed.

#### **Water System Improvements – Shallow Well No. 11**

Veenstra stated well 11 replaces well 8 that has died and can't be fixed. The proposed new site is the old well 4 site. The city will take bids on January 9<sup>th</sup> and act on the bids January 14<sup>th</sup>.

Motion by Kluss, 2<sup>nd</sup> by Pion to approve Resolution 2019-67 – ordering construction of the Water System Improvements-Shallow Well No. 11 and fixing a date for hearing thereon [7 p.m. on January 14, 2020] and taking of bids therefor [January 9, 2020]. Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Coon to approve Resolution 2019-68 – approving No-Spray Agreement with Dallas County, Iowa, on Midland Trail within 200-foot radius of Well No. 11 as required by Iowa Department of Natural Resources. Roll call all ayes, motion passed.

Motion by Pion, 2<sup>nd</sup> by Kluss to approve Resolution 2019-69 – approving Agreements with William G. Scott, The Seven Hills Trust, and Haldeman Farms, LLC over 200-foot radius of Well No. 11 as required by Iowa Department of Natural Resources. Roll call all ayes, motion passed.

**Wastewater Treatment Facility Improvements** – Veenstra stated we have held the pre-construction conference and the contractor will work on the blower building, UV structure and the effluent flume this winter. He also stated that the archeological survey is back and has been sent to the DNR and they are working with Iowa Finance Authority on funding.

#### **Exchange of City-owned land for Eby Land Company land near Wastewater Treatment Plan**

Motion by Kluss, 2<sup>nd</sup> by Coon to approve Resolution 2019-70 – approving Plat of Survey of Parcel 19-118 (owned by the City of Dallas Center). Roll call all ayes, motion passed.

Motion by Coon, 2<sup>nd</sup> by Kluss to approve Resolution 2019-71 – approving Plat of Survey of Parcel 19-119 (owned by Eby Land Company). Roll call all ayes, motion passed.

Motion by Pion, 2<sup>nd</sup> by Coon to approve Resolution 2019-72 – proposing to dispose of certain City property (Parcel 19-118) by exchanging the parcel, without further consideration) for Parcel 19-119 owned by Eby Land Company and setting a public hearing thereon for 7 p.m. on January 14, 2020. Roll call all ayes, motion passed.

**Amendment No. 6 to the Urban Renewal Plan** by adding the Wastewater Treatment Facility Improvement Project and the Swimming Pool Improvement Project as possible urban renewal projects and amending the legal descriptions accordingly.

Council is not committing any funds to these projects. Veenstra mentioned there is a cap for each project, not the entire project amount. Brown stated council may or may not choose to use these funds.

Mayor Kidd reported that no other taxing entities attended the consultation meeting.

Motion by Beyer, 2<sup>nd</sup> by Pion to approve Resolution 2019-73 – adopting Amendment No. 6 to the Urban Renewal Plan. Roll call all ayes, motion passed.

#### **\$3,025,000 Sewer Revenue Capital Loan Notes, Series 2020**

Motion by Pion, 2<sup>nd</sup> by Kluss to approve Resolution 2019-74 – approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Dallas Center, Iowa, and the Iowa Finance Authority, and authorizing and providing for the issuance and securing of payment of \$3,025,000 Sewer Revenue Capital Loan Notes, Series 2020, of the City of Dallas Center, Iowa, under the provisions of the City Code of Iowa, and providing for a method of payment of said Notes, and approving form of Tax Exemption Certificate. Roll call all ayes, motion passed.



### **Fair View Drive Sanitary Sewer Extension Project**

Veenstra stated the project is progressing, and let council know that there will be a dispute with the contractor regarding the driveway replacement.

Motion by Beyer, 2<sup>nd</sup> by Bagby to approve Partial Payment Estimate No. 4 – Thorpe Water Development – \$ 27,217.12. Motion passed 5-0.

### **First Presbyterian Church Water Main**

Veenstra stated the project has been completed, tested and is in service.

The City is in receipt of assurance to complete necessary groundwork and seeding.

Motion by Kluss, 2<sup>nd</sup> by Beyer to reimburse First Presbyterian Church in the amount of \$20,896. Motion passed 5-0.

Veenstra reported that there will be action next month on the site plan for the middle school expansion. He also stated the City will need to vacate an easement and will set a hearing for February to vacate the easement.

Motion by Kluss, 2<sup>nd</sup> by Pion requesting Plan and Zoning Commission to study and make recommendations to modify requirements of the C-2 zoning district. Motion passed 5-0.

Motion by Beyer, 2<sup>nd</sup> by Coon to approve Ordinance No. 539 – amending Chapter 170 of the Code of Ordinances to add certain stormwater detention, drainage areas design, and as-constructed plan drawings requirements with respect to subdivision plats and to require construction of shadow conduit in subdivisions to facilitate broadband communication, second reading. Roll call all ayes, motion passed.

Motion by Beyer, 2<sup>nd</sup> by Pion to waive the third reading of Ordinance No. 539 – amending Chapter 170 of the Code of Ordinances to add certain stormwater detention, drainage areas design, and as-constructed plan drawings requirements with respect to subdivision plats and to require construction of shadow conduit in subdivisions to facilitate broadband communication, making it effective upon publication. Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Bagby to approve Resolution 2019-52 – establishing shadow conduit policy and guidelines. Roll call all ayes, motion passed.

Motion by Beyer, 2<sup>nd</sup> by Coon to approve Ordinance No. 540 - increasing the water rate charged by the city effective February 16, 2020, first reading. Roll call all ayes, motion passed.

Motion by Pion, 2<sup>nd</sup> by Kluss to approve Ordinance No. 541 – providing for a stop sign at the entrance of 11<sup>th</sup> Street to Linden Street, first reading. Roll call all ayes, motion passed.

Motion by Pion, 2<sup>nd</sup> by Beyer to waive the second and third readings of Ordinance No. 541 – providing for a stop sign at the entrance of 11<sup>th</sup> Street to Linden Street, making it effective upon publication. Roll call all ayes, motion passed.

Motion by Coon, 2<sup>nd</sup> by Beyer to approve Resolution 2019-75 – amending Resolution 2018-33 authorizing the Clerk to issue checks for immediate payment of certain amounts due, specifically bond fees which are now separately charged from bond principal and interest. Roll call all ayes, motion passed.

### **Burkett Trust Land Acquisition**

Motion by Beyer, 2<sup>nd</sup> by Bagby to approve leasing farm ground to Lance E. Studer for 2020 crop year at \$220 cash rent per tillable acre and authorizing Mayor and Clerk to sign lease agreement. Motion passed 5-0.

Motion by Kluss, 2<sup>nd</sup> by Pion to approve Resolution 2019-76 – 28E Agreement with Dallas County for mutual assistance. Roll call all ayes, motion passed.

Motion by Beyer, 2<sup>nd</sup> by Pion to approve Resolution 2019-77 - elevator maintenance contract renewal with Otis Elevator. Roll call all ayes, motion passed.

Motion by Pion, 2<sup>nd</sup> by Bagby to approve Resolution 2019-78 – Service Agreement for FMCSA Drug and Alcohol Clearinghouse Services with CJ Cooper. Roll call all ayes, motion passed.

City Clerk Riesselman reviewed the changes to the budget process under new state law (SF634). She stated council must pass a new resolution establishing the Maximum Property Tax Dollars to Certify for Levy in late January (if we want to hold the public hearing on February 11<sup>th</sup>). If we don't receive our valuations from the county before January, we may need to hold special meetings in order to be in compliance with law. Once we pass the above resolution, we can set the public hearing for the adoption of the budget. The new due date for budgets to be certified is March 31<sup>st</sup>. All notices for public hearings must be given not more than 20 days or less than 10 days before the date of the hearing.

Motion by Pion, 2<sup>nd</sup> by Kluss to approve the Fire Department's air pack purchase not to exceed \$50,000. Motion passed 5-0.

Capital Improvements Plan – Council will have a workshop to narrow the focus in February.

Motion by Kluss, 2<sup>nd</sup> by Pion volunteering to serve on a two-person council committee to prioritize sidewalk construction needs. Motion passed 5-0.

### **Council reports**

Beyer stated the internet/fiber optic committee is researching a community survey. Motion by Kluss, 2<sup>nd</sup> by Pion to proceed with the survey at a cost not to exceed \$1500.

Beyer will work with the school on a revised 28E Agreement.

There was no update on Walnut Street music.

Pion reported that he attended the Fire Department's training last week with the Fire Bureau's 53' fire trailer.

Pion reported on the budget workshop that was put on by the Iowa League of Cities. Beyer has had discussions with a state representative on the new budget process. Coon also reported on the budget workshop and stated she will also be attending the Iowa League of Cities Municipal Leadership Academy this weekend.

Council set the budget workshops for January 7<sup>th</sup> and 8<sup>th</sup> at 6:00 pm

The meeting adjourned at 8:55 pm.

Cindy Riesselman, City Clerk

### Claims

A King's Throne, Llc	Dec Serv	\$225.00
Access Systems Leasing	Dec Serv	\$336.54
Agsources Cooperative Svcs	Tests	\$320.50
Ahlers & Cooney, Pc	Training	\$140.00
Arnold Auto Supply	Repairs	\$53.95

Aztec Signs	Plow Truck	\$120.00
Baker & Taylor Co.	Books	\$644.18
Mmit Business Solutions	Dec Serv	\$103.92
Bay Bridge Administrators	Insurance	\$100.42
Brown Fagen & Rouse Trust	Land Purchase	\$92,376.00
Brown, Fagen & Rouse	Dec Serv	\$2,641.00
Centurylink	Dec Serv	\$525.10
Cintas	Oct Serv	\$112.48
Civicplus, Inc	Website	\$4,500.00
Cj Cooper & Associates	Annual Fee	\$60.00
Core & Main	Tools	\$30.37
Culligan Water System	Dec Serv	\$46.55
Dallas County Treasurer	Nov Serv	\$17,462.67
Delta Dental	Insurance	\$30.20
Delta Dental	Insurance	\$473.84
Digital Stew Services	Dec Serv	\$98.55
Dmc Welding & Repair Llc	Repairs	\$286.87
Eftps	Taxes	\$3,194.21
Eftps	Taxes	\$4,069.59
Fastenal Company	Supplies	\$27.28
Gatehouse	Oct Serv	\$518.94
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$28.52
Grainger	Repairs	\$267.70
Gworks	Supplies	\$152.14
Hawkeye Truck Equipment	Lights	\$400.00
Heartland Co-Op	Nov Serv	\$1,444.22
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Hofland, Joel	Hsa	\$50.00
Hsa Riesselman, Cindy	Hsa	\$150.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$183.33
Hsa Steele, Kathy	Hsa	\$100.00
Iowa Finance Authority	Bond Interest	\$4,515.00
Iowa Finance Authority	Bond Interest	\$393.75
Iowa Finance Authority	Bond Interest	\$157.50
IOWA RURAL WATER Assoc	DUES	\$275.00
Ipers	Ipers	\$4,789.34
Iron Mountain	Nov Serv	\$65.17
Karen McCleary	Nov Serv	\$475.00
Koch Office Group	Copies	\$134.98
Leaf	Contract	\$102.08
Ed Leedom	Nov Serv	\$436.90
Mark's Nursery	Trees	\$560.00
Menards	Supplies	\$148.85

Midamerican Energy	Oct Serv	\$1,243.73
Midamerican Energy	Nov Serv	\$3,040.23
Moss Bros, Inc	Repairs	\$47.96
Municipal Supply Inc	Meters	\$1,040.00
Napa Auto Parts	Supplies	\$51.91
Nationwide Retirement Sol	Deferred Comp	\$450.00
O'Halloran International,	Repairs	\$599.35
Office Depot	Supplies	\$258.37
Praxair Distribution	Nov Serv	\$31.67
Rhinehart Excavating, Inc	Repairs	\$846.34
Cindy Riesselman	Training	\$49.88
Sales Tax	Taxes	\$1,904.21
Treasurer - State of Iowa	Taxes	\$886.81
Sandry Fire Supply	Equip	\$279.80
State of Iowa Elevator Safety	2019 Serv	\$175.00
Storey Kenworthy	Supplies	\$75.48
Umb	Bond Interest	\$16,830.00
Umb	Bond Interest	\$37,137.50
Umb	Bond Fee	\$250.00
Umb Bank Na	Bond Fee	\$250.00
Uhs Premium Billing	Insurance	\$8,375.92
Veenstra & Kimm	Repairs	\$7,641.71
Verizon Wireless	Oct Serv	\$160.04
Treasurer - State of Iowa	Taxes	\$1,124.00
Waste Management	Nov Serv	\$17,676.95
Wellmark Blue Cross	Insurance	\$373.04
Wellmark Bcbs	Insurance	\$7,489.25
Wells Fargo	Equip/Supplies	\$1,893.90
	Total	\$253,700.57

General	\$58,520.42
Cap Improve	\$92,417.00
Rut	\$2,258.76
T&A(Eb)	\$15,897.90
Debt Service	\$54,625.00
Water	\$22,339.79
Sewer	\$7,543.98
Storm District	\$97.72
Total Funds	\$253,700.57

Revenues	
General Total	\$40,248.12
T&A (Pd) Benevolent Total	\$1.36
T&A(Ft) Total	\$37,113.83
T&A(Sc) Total	\$20.29

Capital Improvement Total	\$58,068.21
T&A(SI) Total	\$593.97
Rut Total	\$17,803.98
T&A(Eb) Total	\$1,201.21
Emergency Levy Fund Total	\$134.44
Local Option Sales Tax Total	\$77,260.93
Tif Total	\$1,072.07
Burnett Project Total	\$327.94
T&A(Bc) Total	\$113.50
T&A(Burnett Cap Imp) Total	\$163.37
T&A(Pd) Total	\$0.00
Rec Trail Total	\$0.00
Debt Service Total	\$1,137.27
T&A(B) Total	\$4.70
T&A(Y) Total	\$4.82
Water Total	\$36,466.21
Sewer Total	\$25,058.13
Storm District Total	\$4,857.93
Total Revenue by Fund	\$301,652.28

The Dallas Center City Council met in special session January 7, 2020 at 6:00 pm. Mayor Michael Kidd called the meeting to order. Council members present included, David Bagby, Ryan Coon, Curtis Pion and Danny Beyer. Ryan Kluss was not present.

Motion by Pion, 2<sup>nd</sup> by Coon to approve the agenda. Motion passed. 4-0.

Kluss arrived at 6:01 pm.

The council, department managers and some board members began work on the FY21 budget, no action was taken. They will continue with the budget workshop on Wednesday, January 8, 2020 at 6:00 pm.

The public hearing for the maximum levy will take place on February 11<sup>th</sup> and the public hearing and approval of the budget (formal action) will take place on March 10<sup>th</sup>.

Meeting adjourned at 9:02 pm.

Cindy Riesselman  
City Clerk

The Dallas Center City Council met in special session January 8, 2020 at 6:00 pm. Mayor Michael Kidd called the meeting to order. Council members present included, David Bagby, Ryan Coon, Curtis Pion and Danny Beyer. Ryan Kluss was not present.

Motion by Beyer, 2<sup>nd</sup> by Coon to approve the agenda. Motion passed 4-0.

Kluss arrived at 6:03 pm

The council continued work on the FY21 budget. Some of the big-ticket items identified for next year's budget are: water plant repairs, maintenance and upgrades: completion of the sanitary sewer project; additional storm sewer work; street maintenance and repairs and the library addition. 30% of LOST revenues will be allocated for tax relief. Of the remaining 70% of LOST, \$200,000 was allocated to the library addition project and the remainder for the future swimming pool project. Additional funding for the library addition project will be provided by applying a significant portion of the Burnett Capital Improvement fund as well as submitting grant applications to seek additional funds for this project. Council will continue efforts to save money for future projects by funding depreciation (savings) accounts. Some of those projects include a joint public works/public safety building as well as saving for a new fire truck. The levy will remain at \$12.68. No formal action was taken.

The public hearing for the maximum levy will take place on February 11<sup>th</sup> and the public hearing and approval of the budget (formal action) will take place on March 10<sup>th</sup>.

Meeting adjourned at 7:38 pm.

Cindy Riesselman  
City Clerk

**TREASURER'S REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	813,932.40	65,474.10	75,257.11	.00	804,149.39
011 T&A (PD) BENEVOLENT	775.54	1.27	.00	.00	776.81
015 T&A(FT)	295,932.29	1,328.70	.00	.00	297,260.99
021 T&A(SC)	12,621.57	20.71	.00	.00	12,642.28
029 CAPITAL IMPROVEMENT	187,429.51	4,024.98	41.00	.00	191,413.49
041 T&A(SL)	18,985.27	227.19	.00	.00	19,212.46
110 RUT	88,186.62	12,862.36	20,680.13	.00	80,368.85
112 T&A(EB)	78,277.18	5,645.37	9,514.94	.00	74,407.61
119 EMERGENCY LEVY FUND	134.44	696.58	.00	.00	831.02
121 LOCAL OPTION SALES TAX	398,770.29	29,855.79	.00	.00	428,626.08
125 TIF	56,818.29	2,833.88	1,756.50	.00	57,895.67
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	629,010.20	11,451.60	.00	.00	640,461.80
168 T&A(BC)	748,611.38	115.84	.00	.00	748,727.22
169 T&A(BURNETT CAP IMPROVE)	641,634.54	13,438.46	.00	.00	655,073.00
177 T&A(PD)	.00	.00	.00	.00	.00
180 REC TRAIL	.00	.00	.00	.00	.00
200 DEBT SERVICE	84,916.61	14,157.19	657.50	.00	98,416.30
501 T&A(B)	14,921.86	323.31	.00	.00	15,245.17
502 T&A(Y)	12,995.45	270.35	.00	.00	13,265.80
600 WATER	544,170.05	39,565.94	53,735.40	.00	530,000.59
610 SEWER	568,662.46	36,002.13	39,300.47	.00	565,364.12
740 STORM DISTRICT	209,398.71	4,968.48	104.72	.00	214,262.47
Report Total	5,406,184.66	243,264.23	201,047.77	.00	5,448,401.12



**BALANCE SHEET**  
**CALENDAR 12/2019, FISCAL 6/2020**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	28,644.99	46,387.46
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)	388.80-	181.72
110-000-1110	CHECKING-RUT	3,651.11-	3,651.11-
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	16,027.55	11,590.28
119-000-1110	CHECKING-EMERG LEVY	696.36	696.36
121-000-1110	CHECKING-LOST	.00	29,529.71
121-000-1111	CHECKING-LOST PROP TAX RELIEF	.00	.00
121-000-1112	CHECKING-LOST SWIM POOL	.00	.00
125-000-1110	CHECKING-TIF	1,761.23	2,743.55
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	.00	.00
167-000-1111	CHECKING-T&A(BURNETT REC/POOL)	.00	.00
168-000-1110	CHECKING-T&A(BURNETT LIBRARY)	.00	.00
169-000-1110	CHECKING-T&A(BURNETT CAP IMP)	.00	.00
177-000-1110	CHECKING-T&A(PD) FORFEITURE	.00	.00
180-000-1110	CHECKING-REC TRAIL	.00	.00
200-000-1110	CHECKING-DEBT SERVICE	4,869.58	5,027.08
305-000-1110	CHECKING-PLAYGROUND EQUIP	.00	.00
307-000-1110	CHECKING-2012 HWY 44 TURN LANE	.00	.00
501-000-1110	CHECKING-T&A(B)	.00	.00
502-000-1110	CHECKING-T&A(Y)	.00	.00
600-000-1110	CHECKING-WATER	6,510.92	20,396.52
600-000-1111	CHECKING-WATER SINKING	4,515.00-	.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	3,305.60	19,617.49
610-000-1111	CHECKING-SEWER SINKING	393.75-	.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	4,527.65	9,036.27
	CHECKING TOTAL	57,395.22	141,555.33
001-000-1120	PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1160	SAVINGS-GENERAL	38,428.00-	347,661.93

**BALANCE SHEET**  
**CALENDAR 12/2019, FISCAL 6/2020**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	1.27	776.81
015-000-1160	SAVINGS-T&A(FT)	43,671.30-	2,260.99
021-000-1160	SAVINGS-T&A(SC)	20.71	12,642.28
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	13.53	8,263.63
029-000-1162	SAVINGS-DEPR PARK	5.64	3,442.96
029-000-1163	SAVINGS-DEPR SWIM POOL	1,607.78	10,853.75
029-000-1164	SAVINGS-DEPR P/W BLDG	513.52	14,969.64
029-000-1165	SAVINGS-DEPR FIRE	66,843.51	73,883.51
041-000-1160	SAVINGS-T&A(SL)	615.99	19,030.74
110-000-1160	SAVINGS-RUT	4,166.66-	61,461.13
110-000-1161	SAVINGS-DEPR RUT EQUIP	.00	22,766.83
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	208.00-
112-000-1160	SAVINGS-T&A(EB)	19,897.12-	62,817.33
119-000-1160	SAVINGS-EMERG LEVY	.22	134.66
121-000-1160	SAVINGS-LOST	29,845.45	192,783.78
121-000-1161	SAVINGS-LOST PROP TAX RELIEF	.00	.00
121-000-1162	SAVINGS-LOST SWIM POOL	99,989.66-	6,312.59
125-000-1160	SAVINGS-TIF	683.85-	55,152.12
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	97,175.03-	106,835.17
167-000-1161	SAVINGS-T&A(BURNETT REC/POOL)	8,626.63	8,626.63
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	115.84	70,727.22
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	13,438.46	115,073.00
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	.00	.00
200-000-1160	SAVINGS-DEBT SERV	8,630.11	93,389.22
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)	323.31	3,245.17
502-000-1160	SAVINGS-T&A(Y)	270.35	3,265.80
600-000-1160	SAVINGS-WATER	25,385.38-	401,646.33
600-000-1161	SAVINGS-WATER SINKING	9,220.00	31,216.18
600-000-1162	SAVINGS-T&A(M)	.00	4,053.88
600-000-1163	SAVINGS-WATER IMPROVEMENT	.00	10,487.68
600-000-1164	SAVINGS-WATER RESERVE	.00	62,200.00
610-000-1160	SAVINGS-SEWER	286,220.43	414,865.53
610-000-1161	SAVINGS-SEWER SINKING	7,569.38	34,302.51
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	336.11	205,226.20
	SAVINGS TOTAL	104,821.24	2,556,745.79
001-000-1170	CD-GENERAL	.00	410,000.00
001-000-1171	CD-GENERAL	.00	.00
015-000-1170	CD-T&A (FT)	.00	200,000.00
015-000-1171	CD-T&A (FT)	45,000.00	95,000.00
021-000-1170	CD-T&A (SC)	.00	.00
029-000-1170	CD-DEPR POLICE	.00	.00

**BALANCE SHEET**  
**CALENDAR 12/2019, FISCAL 6/2020**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
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	60,000.00
029-000-1174	CD-DEPR P/W BLDG	.00	.00
029-000-1175	CD-DEPR P/W BLDG	.00	20,000.00
029-000-1176	CD-DEPR FIRE	65,000.00-	.00
110-000-1170	CD-RUT	.00	.00
110-000-1171	CD-DEPR RUT EQUIP	.00	.00
121-000-1172	CD-LOST SWIM POOL	.00	100,000.00
121-000-1173	CD-LOST SWIM POOL	100,000.00	100,000.00
167-000-1170	CD-T&A(BURNETT REC)	100,000.00	200,000.00
167-000-1171	CD-T&A(BURNETT REC/POOL)	.00	325,000.00
168-000-1170	CD-T&A(BURNETT LIBRARY)	.00	678,000.00
169-000-1170	CD-T&A(BURNETT CAP IMPROVE)	.00	500,000.00
169-000-1171	CD-T&A(BURNETT CAP IMPROVE)	.00	40,000.00
501-000-1170	CD-T&A (B)	.00	12,000.00
502-000-1170	CD-T&A (Y)	.00	10,000.00
600-000-1170	CD-WATER	.00	.00
600-000-1171	CD-WATER	.00	.00
610-000-1170	CD-SEWER	300,000.00-	.00
		-----	-----
	CD'S TOTAL	120,000.00-	2,750,000.00
		=====	=====
	TOTAL CASH	42,216.46	5,448,401.12
		=====	=====

**BUDGET REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-110-6010	POLICE-WAGES	120,536.00	10,044.58	50,222.90	41.67
001-110-6181	POLICE-CLOTHING	600.00	50.00	250.00	41.67
001-110-6210	POLICE-DUES,M'SHIPS, SPE	.00	.00	.00	.00
001-110-6230	POLICE-TRAINING	550.00	41.67	208.35	37.88
001-110-6310	POLICE-OFFICE RENTAL/MAI	.00	.00	.00	.00
001-110-6331	POLICE-VEHICLE OPERATION	24,000.00	1,975.17	9,875.85	41.15
001-110-6332	POLICE-VEHICLE/EQUIP REP	.00	.00	.00	.00
001-110-6371	POLICE-UTILITIES	300.00	.00	.00	.00
001-110-6373	POLICE-TELEPHONE	800.00	64.00	320.00	40.00
001-110-6419	POLICE-TECHNOLOGY SERVIC	2,820.00	233.33	1,166.65	41.37
001-110-6499	POLICE-RESERVE OFFICERS	.00	.00	.00	.00
001-110-6505	POLICE-PIONEER GRANT	.00	.00	.00	.00
001-110-6506	POLICE-OFFICE SUPPLIES	.00	.00	.00	.00
001-110-6507	POLICE-OPERATING SUPPLIE	2,100.00	173.33	866.65	41.27
001-110-6599	POLICE-PUBLIC RELATIONS	.00	.00	.00	.00
011-110-6599	T&A(PD) BENEVOLENT	.00	.00	.00	.00
029-110-6799	DEPR-POLICE EXPENSE	.00	.00	.00	.00
112-110-6110	POLICE-FICA	9,221.00	768.66	3,843.30	41.68
112-110-6130	POLICE-IPERS	11,945.00	948.22	4,741.10	39.69
112-110-6150	POLICE-GROUP INSURANCE	36,726.00	3,060.49	15,302.45	41.67
112-110-6155	CITY SHARE- HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	2,800.00	89.82	449.10	16.04
112-110-6170	POLICE-UNEMPLOYMENT	270.00	13.40	67.00	24.81
112-110-6181	POLICE-UNIFORM ALLOWANCE	.00	.00	.00	.00
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	212,668.00	17,462.67	87,313.35	41.06
001-150-6010	FIRE DEPT-SALARIES	15,000.00	2,690.00	3,380.00	22.53
001-150-6150	FIRE DEPT-GROUP INSURANC	715.00	.00	.00	.00
001-150-6210	FIRE DEPT-DUES	300.00	.00	.00	.00
001-150-6230	FIRE DEPT-TRAINING	3,000.00	.00	.00	.00
001-150-6310	FIRE DEPT-BUILDING MAINT	7,000.00	.00	506.73	7.24
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	36.45	621.34	20.71
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	.00	2,428.89	22.08
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	127.14	758.21	47.39
001-150-6412	FIRE DEPT-HEALTH/FITNESS	1,000.00	.00	.00	.00
001-150-6415	FIRE DEPT-HYDRANT RENT	.00	.00	.00	.00
001-150-6419	FIRE DEPT-TECHNOLOGY SER	5,000.00	231.90	1,412.50	28.25
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	15,000.00	.00	10,372.50	69.15
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	31.67	878.87	29.30
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	15,000.00	1,145.53	2,521.30	16.81
015-150-6505	T&A(FI)-EXPENSES	.00	.00	.00	.00
029-150-6504	DEPR-FD MINOR EQUIPMENT	50,000.00	.00	.00	.00
112-150-6110	FIRE-FICA	1,148.00	205.84	258.67	22.53
112-150-6130	FIRE-IPERS	595.00	29.92	40.82	6.86
112-150-6155	CITY SHARE- HSA	.00	7.70	7.70	.00
112-150-6160	FIRE-WORKER'S COMP	6,000.00	.00	400.00	6.67
	FIRE TOTAL	138,358.00	4,506.15	23,587.53	17.05
001-170-6407	BUILDING INSPECTION FEES	40,000.00	301.60	10,962.26	27.41
	BUILDING INSPECTIONS TOT	40,000.00	301.60	10,962.26	27.41
001-190-6499	ANIMAL IMPOUNDMENT	500.00	.00	63.85	12.77
	ANIMAL CONTROL TOTAL	500.00	.00	63.85	12.77

**BUDGET REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	PUBLIC SAFETY TOTAL	391,526.00	22,270.42	121,926.99	31.14
001-210-6010	STREETS-WAGES	39,454.00	3,387.87	22,178.74	56.21
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	.00	404.50	57.79
001-210-6332	STREETS-VEHICLE MAINT	.00	.00	.00	.00
001-210-6417	STREETS-PROJECTS	100,000.00	.00	100,000.00	100.00
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	60.00	130.00	13.00
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,000.00	.00	1,002.27	100.23
021-210-6417	T&A(SC)-REFUNDS	1,000.00	.00	.00	.00
029-210-6710	DEPR-NON RUT EQUIP	90,000.00	.00	90,000.00	100.00
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	155.31	1,252.22	41.74
110-210-6407	RUT-ENGINEERING	5,000.00	.00	.00	.00
110-210-6408	RUT-LIABILITY INSURANCE	.00	.00	.00	.00
110-210-6417	RUT-STREET REPAIRS/MAINT	223,000.00	14,221.75	195,432.48	87.64
110-210-6425	RUT-SIDEWALK IMPROVEMENT	2,000.00	.00	256.00	12.80
110-210-6490	RUT-13ST STREET SIDEWALK	.00	.00	.00	.00
110-210-6504	RUT-STREET EQUIP	.00	.00	.00	.00
110-210-6710	RUT-DEPR EQUIP EXPENSES	103,000.00	.00	101,414.00	98.46
112-210-6110	STREETS-FICA - STREETS	3,018.00	259.16	1,727.25	57.23
112-210-6130	STREETS-IPERS	3,724.00	317.90	2,092.41	56.19
112-210-6150	STREETS-GROUP INSURANCE	9,362.00	41.23	4,355.90	46.53
112-210-6155	CITY SHARE- HSA	2,325.00	43.58	278.72	11.99
112-210-6160	STREETS-WORKER'S COMP	5,000.00	.00	400.00	8.00
112-210-6170	STREETS-UNEMPLOYMENT	.00	.00	.00	.00
112-210-6181	STREETS-UNIFORM ALLOWANC	400.00	.00	400.00	100.00
	ROADS, BRIDGES, SIDEWALK	592,983.00	18,486.80	521,324.49	87.92
110-230-6371	RUT-STREET LIGHTS	25,000.00	1,509.78	8,496.64	33.99
110-230-6509	RUT-STREET SIGNS	2,500.00	.00	1,846.27	73.85
	STREET LIGHTING TOTAL	27,500.00	1,509.78	10,342.91	37.61
110-250-6331	RUT-SNOW REM VEHICLE OPE	3,500.00	.00	.00	.00
110-250-6332	RUT-SNOW REM VEHICLE REP	4,000.00	626.63	662.03	16.55
110-250-6499	RUT-SNOW REM CONTRACT LA	4,000.00	.00	.00	.00
110-250-6599	RUT-SNOW REM SUPPLIES	8,500.00	.00	1,683.23	19.80
	SNOW REMOVAL TOTAL	20,000.00	626.63	2,345.26	11.73
001-290-6010	GARBAGE-WAGES	14,431.00	1,079.88	7,051.95	48.87
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	2,195.00	100.00
001-290-6418	GARBAGE-SALES TAX	5,000.00	377.62	2,242.00	44.84
001-290-6499	GARBAGE-FEES	210,000.00	17,676.95	105,134.41	50.06
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	22.06	814.53	67.88
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	55.00	3.67
112-290-6110	GARBAGE-FICA	1,104.00	82.63	539.57	48.87
112-290-6130	GARBAGE-IPERS	1,362.00	101.94	665.73	48.88
112-290-6150	GARBAGE-GROUP INSURANCE	8,311.00	35.94	3,826.75	46.04
112-290-6155	CITY SHARE- HSA	1,850.00	28.00	172.00	9.30
	GARBAGE TOTAL	246,953.00	19,405.02	122,696.94	49.68
001-299-6010	GARAGE-WAGES	27,262.00	2,094.39	13,668.57	50.14
001-299-6310	GARAGE-BUILDING REPAIRS	5,000.00	.00	280.00	5.60
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	171.66	1,268.57	36.24
001-299-6332	GARAGE-VEHICLE REPAIRS	4,000.00	837.80	3,149.06	78.73

**BUDGET REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

**PCT OF FISCAL YTD 50.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-299-6371	GARAGE-UTILITIES	3,000.00	210.49	672.70	22.42
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,000.00	1,077.24	5,063.65	126.59
001-299-6490	STREET TREES	23,000.00	.00	3,341.00	14.53
001-299-6507	GARAGE-OPERATING SUPPLIE	5,000.00	113.16	3,127.64	62.55
029-299-6799	DEPR-P/W BLDG EXPENSE	125,000.00	41.00	93,617.00	74.89
112-299-6110	GARAGE-FICA	2,086.00	160.21	1,045.64	50.13
112-299-6130	GARAGE-IPERS	2,573.00	196.48	1,269.24	49.33
112-299-6150	GARAGE-GROUP INSURANCE	6,116.00	25.97	2,733.05	44.69
112-299-6155	CITY SHARE- HSA	1,463.00	28.39	169.76	11.60
112-299-6160	GARAGE-WORKER'S COMP	1,500.00	.00	.00	.00
	OTHER PUBLIC WORKS TOTAL	213,500.00	4,956.79	129,405.88	60.61
	PUBLIC WORKS TOTAL	1,100,936.00	44,985.02	786,115.48	71.40
001-350-6501	MOSQUITO SPRAYING	12,000.00	.00	205.00	1.71
	WATER,AIR,MOSQUITO CONTR	12,000.00	.00	205.00	1.71
	HEALTH & SOCIAL SERVICES	12,000.00	.00	205.00	1.71
001-410-6010	LIBRARY-WAGES	80,251.00	5,489.83	36,077.46	44.96
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	5,000.00	244.50	2,725.18	54.50
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	82.50	16.50
001-410-6340	LIBRARY-COMPUTER MAINT	4,000.00	.00	960.00	24.00
001-410-6371	LIBRARY-UTILITIES	6,000.00	431.00	2,658.46	44.31
001-410-6373	LIBRARY-TELEPHONE	2,500.00	179.39	1,070.20	42.81
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,400.00	102.08	1,202.48	85.89
001-410-6502	LIBRARY-BOOKS	16,000.00	1,036.08	8,607.29	53.80
001-410-6505	LIBRARY-OFFICE FURNITURE	500.00	.00	265.80	53.16
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,000.00	261.91	2,626.12	43.77
001-410-6508	LIBRARY-POSTAGE	1,800.00	33.12	436.86	24.27
001-410-6599	LIBRARY-EQUIPMENT	.00	.00	.00	.00
041-410-6502	T&A(SL)-EXPENSES	5,000.00	.00	90.00	1.80
112-410-6110	LIBRARY-FICA	6,139.00	419.97	2,759.95	44.96
112-410-6130	LIBRARY-IPERS	7,576.00	518.24	3,405.66	44.95
112-410-6150	LIBRARY-GROUP INSURANCE	17,835.00	140.20	9,386.59	52.63
112-410-6155	CITY SHARE- HSA	5,000.00	100.00	600.00	12.00
112-410-6160	LIBRARY-WORKER'S COMP	200.00	.00	.00	.00
168-410-6721	T&A(BURNETT LIBRARY)-EXP	10,000.00	.00	500.34	5.00
501-410-6502	T&A BOOKS-EXPENSE	.00	.00	.00	.00
	LIBRARY TOTAL	175,951.00	8,956.32	73,454.89	41.75
001-430-6010	PARKS-WAGES	41,478.00	1,180.96	18,823.21	45.38
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	55,000.00	.00	5,841.96	10.62
001-430-6320	PARKS-GROUND MAINT/REPAI	15,000.00	225.00	10,161.03	67.74
001-430-6331	PARKS-VEHICLE OPERATION	2,000.00	.00	1,333.61	66.68
001-430-6350	PARKS-EQUIP REPAIRS	1,000.00	.00	172.49	17.25

**BUDGET REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-430-6371	PARKS-UTILITIES	2,200.00	134.31	989.89	45.00
001-430-6385	PARKS-PRAIRIE MEADOW GRA	.00	.00	.00	.00
001-430-6390	PARKS-DALLAS COUNTY FOUN	10,000.00	.00	5,500.00	55.00
001-430-6399	PARKS-PARK EQUIP/MAINT	30,000.00	.00	56.64	.19
001-430-6450	PARKS-TREE MAINT	5,000.00	560.00	560.00	11.20
001-430-6460	TREES PLEASE GRANT EXPEN	2,000.00	.00	.00	.00
001-430-6461	TREES FOREVER GRANT EXPE	1,500.00	.00	.00	.00
001-430-6495	PARKS-ACTIVITIES	200.00	.00	.00	.00
001-430-6507	PARKS-MISC OPERATING SUP	2,000.00	.00	154.55	7.73
029-430-6720	DEPR-PARK EXPENSES	6,100.00	.00	6,100.00	100.00
112-430-6110	PARKS-FICA	3,173.00	90.35	1,440.05	45.38
112-430-6130	PARKS-IPERS	3,523.00	111.09	797.51	22.64
112-430-6150	PARKS-GROUP INSURANCE	1,455.00	7.91	738.45	50.75
112-430-6155	CITY SHARE- HSA	413.00	6.39	44.67	10.82
112-430-6160	PARKS-WORKER'S COMP	675.00	.00	69.00	10.22
112-430-6181	PARKS-UNIFORM ALLOWANCE	.00	.00	.00	.00
167-430-6320	T&A(BURNETT REC)-PARK IM	30,000.00	.00	.00	.00
167-430-6910	T&A(BURNETT REC)-TRANSFE	.00	.00	.00	.00
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	212,917.00	2,316.01	52,783.06	24.79
001-440-6010	SWIM POOL-WAGES	50,252.00	577.11	38,800.25	77.21
001-440-6230	SWIM POOL-CPO TRAINING	500.00	.00	.00	.00
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	.00	5.00	.05
001-440-6350	SWIM POOL-OPER EQUIP REP	1,000.00	.00	.00	.00
001-440-6371	SWIM POOL-UTILITIES	3,500.00	.00	2,517.72	71.93
001-440-6373	SWIM POOL-TELEPHONE	600.00	.00	277.33	46.22
001-440-6418	SWIM POOL-SALES TAX	2,500.00	.00	427.28	17.09
001-440-6501	SWIM POOL-CHEM/INSPEC	6,000.00	.00	667.80	11.13
001-440-6507	SWIM POOL-OPERATING SUPP	3,000.00	7.95	592.02	19.73
029-440-6599	DEPR-POOL DONATION EXPEN	.00	.00	.00	.00
029-440-6710	DEPR-SWIM POOL EXPENSES	.00	.00	.00	.00
112-440-6110	SWIM POOL-FICA	3,844.00	44.14	2,968.26	77.22
112-440-6130	SWIM POOL-IPERS	685.00	54.34	350.32	51.14
112-440-6150	SWIM POOL-GROUP INS	2,414.00	14.10	1,167.19	48.35
112-440-6155	CITY SHARE- HSA	663.00	11.81	73.50	11.09
112-440-6160	SWIM POOL-WORKER'S COMP	2,500.00	.00	100.00	4.00
166-440-6599	T&A(REC PROGRAM) EXPENSE	.00	.00	.00	.00
167-440-6801	T&A(BURNETT REC) PRINCIP	.00	.00	.00	.00
169-440-6750	T&A(BURNETT CAP IMPR)-PA	55,000.00	.00	.00	.00
180-440-6320	REC TRAIL-EXPENSES	.00	.00	.00	.00
180-440-6380	REC TRAIL-PROJ MAIN ST G	.00	.00	.00	.00
180-440-6407	ENGINEERING	.00	.00	.00	.00
180-440-6499	REC TRAIL-TRAILHEAD ARTW	.00	.00	.00	.00
180-440-6801	REC TRAIL-BURNETT PRINC	.00	.00	.00	.00
180-440-6851	REC TRAIL-BURNETT INT	.00	.00	.00	.00
502-440-6505	T&A YOUTH-EXPENSES	1,500.00	.00	.00	.00
	RECREATION TOTAL	143,958.00	709.45	47,946.67	33.31
	CULTURE & RECREATION TOT	532,826.00	11,981.78	174,184.62	32.69

**BUDGET REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-520-6210	ECON DEV-DUES	4,500.00	.00	3,652.00	81.16
001-520-6371	ECON DEV-UTILITIES	150.00	.00	76.10	50.73
001-520-6402	ECON DEV-ADVERTISING/SIG	1,000.00	.00	.00	.00
001-520-6407	ECON DEV-ENGINEERING	.00	.00	.00	.00
001-520-6413	ECON DEV-PAYMENT OTHER A	7,500.00	.00	6,000.00	80.00
001-520-6470	ECON DEV-COMPLIANCE	10,000.00	451.30	3,020.87	30.21
001-520-6490	ECON DEV-MISC EXPENSE	3,000.00	.00	1,734.70	57.82
001-520-6495	ECON DEV-ACTIVITIES	.00	.00	.00	.00
001-520-6499	ECON DEV-OTHER PROF SERV	2,000.00	.00	.00	.00
001-520-6761	ECON DEV-WALNUT ST INTER	.00	.00	.00	.00
125-520-6411	TIF-LEGAL EXPENSES	.00	.00	.00	.00
125-520-6499	TIF-PIONEER REBATE AGREE	.00	.00	.00	.00
125-520-6799	TIF-STREETSCAPE	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOT	28,150.00	451.30	14,483.67	51.45
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	.00	.00	.00	.00
001-540-6414	P&Z-PUBLICATIONS	100.00	.00	98.68	98.68
001-540-6490	P&Z-MISC	.00	.00	75.00	.00
	PLANNING & ZONING TOTAL	100.00	.00	173.68	173.68
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	COMMUNITY & ECONOMIC DEV	28,250.00	451.30	14,657.35	51.88
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	5,200.00	7,200.00	75.00
001-610-6210	MAYOR/COUNCIL-DUES	1,200.00	.00	1,135.00	94.58
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,000.00	518.94	2,656.42	44.27
001-610-6490	MAYOR/COUNCIL-AUDITS/BON	9,000.00	.00	.00	.00
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	13,500.00	325.90	5,479.80	40.59
112-610-6110	MAYOR/COUNCIL-FICA	734.00	194.44	223.44	30.44
112-610-6130	MAYOR/COUNCIL-IPERS	680.00	309.62	498.42	73.30
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	40,714.00	6,548.90	17,193.08	42.23
001-620-6010	CLERK-WAGES	58,805.00	4,667.24	30,028.82	51.07
001-620-6210	CLERK-DUES	150.00	.00	.00	.00
001-620-6230	CLERK-EDUCATION/TRAINING	2,000.00	189.88	682.48	34.12
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00
001-620-6373	CLERK-TELEPHONE/RADIOS	2,500.00	147.98	852.37	34.09
001-620-6419	CLERK-TECHNOLOGY SERVICE	12,000.00	4,870.45	8,985.21	74.88
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	.00	.00	.00
001-620-6505	CLERK-OFFICE EQUIP PURCH	10,000.00	27.00	6,226.47	62.26
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	478.74	1,746.07	40.61
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	55.00	806.85	53.79
112-620-6110	CLERK-FICA	4,499.00	357.03	2,297.14	51.06
112-620-6130	CLERK-IPERS	5,551.00	440.59	2,834.77	51.07
112-620-6150	CLERK-GROUP INSURANCE	22,981.00	136.36	10,628.45	46.25
112-620-6155	CITY SHARE- HSA	5,175.00	112.88	639.76	12.36
112-620-6160	CLERK-WORKER'S COMP	250.00	.00	.00	.00
	CLERK/TREASURER/ADM TOTA	131,211.00	11,483.15	65,728.39	50.09
001-640-6405	ATTORNEY-MISC EXP	3,000.00	.00	1,263.35	42.11
001-640-6411	ATTORNEY-RETAINER	31,200.00	2,600.00	15,600.00	50.00
	LEGAL SERVICES/ATTORNEY	34,200.00	2,600.00	16,863.35	49.31



**BUDGET REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-650-6310	MEMORIAL HALL-BLDG MAINT	7,500.00	.00	4,610.86	61.48
001-650-6320	MEMORIAL HALL-MISC EXPEN	1,300.00	77.73	432.09	33.24
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	395.81	2,356.20	36.25
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	342.98	2,182.68	50.76
001-650-6499	MEMORIAL HALL-ELEV MAINT	10,000.00	175.00	175.00	1.75
	CITY HALL/GENERAL BLDGS	29,600.00	991.52	9,756.83	32.96
001-660-6408	GENERAL-LIABILITY INSURA	37,000.00	.00	79.00	.21
	TORT LIABILITY TOTAL	37,000.00	.00	79.00	.21
001-699-6490	MISC UNALLOCATED REIMB	3,000.00	14.43	437.64	14.59
	OTHER GENERAL GOVERNMENT	3,000.00	14.43	437.64	14.59
	GENERAL GOVERNMENT TOTAL	275,725.00	21,638.00	110,058.29	39.92
307-210-6407	ENGINEERING	.00	.00	.00	.00
307-210-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
200-210-6801	DS PRINC-2005 STREETS	.00	.00	.00	.00
200-210-6802	DS PRINC-TIF FAIRVIEW	.00	.00	.00	.00
200-210-6803	DS PRINC-2011 STREETS	65,000.00	.00	.00	.00
200-210-6851	DS INT-2005 STREETS	.00	.00	.00	.00
200-210-6852	DS INT-TIF FAIRVIEW	.00	.00	.00	.00
200-210-6853	DS INT-2011 STREETS	33,660.00	250.00	17,080.00	50.74
200-210-6899	DS BOND REGISTRATION FEE	500.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALK	99,160.00	250.00	17,080.00	17.22
305-430-6385	PLAYGROUND-PRAIRE MDWS G	.00	.00	.00	.00
305-430-6390	PLAYGROUND-DALLAS CNTY G	.00	.00	.00	.00
	PARKS TOTAL	.00	.00	.00	.00
200-815-6801	DS PRINC-2001 EDS	.00	.00	.00	.00
200-815-6802	DS PRINC-2001 SRF	18,000.00	.00	.00	.00
200-815-6851	DS INT-2001 EDS	.00	.00	.00	.00
200-815-6852	DS INT-2001 SRF	315.00	157.50	157.50	50.00
200-815-6899	DS BOND REGISTRATIONS FE	9.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	18,324.00	157.50	157.50	.86
200-865-6801	DS PRINC-2016 SW STORM	120,000.00	.00	.00	.00
200-865-6851	DS INT-2016 SW STORM	74,275.00	.00	37,137.50	50.00
200-865-6899	DS BOND REGISTRATION	600.00	250.00	250.00	41.67
	STORM DISTRICT TOTAL	194,875.00	250.00	37,387.50	19.19
	DEBT SERVICE TOTAL	312,359.00	657.50	54,625.00	17.49
600-810-6010	WATER-WAGES	74,514.00	5,428.88	35,787.03	48.03
600-810-6110	WATER-FICA	5,700.00	415.29	2,768.24	48.57
600-810-6130	WATER-IPERS	7,034.00	509.87	3,366.90	47.87
600-810-6150	WATER-GROUP INSURANCE	16,711.00	80.66	7,653.46	45.80
600-810-6155	CITY SHARE- HSA	3,763.00	67.77	419.44	11.15
600-810-6160	WATER-WORKER'S COMP	2,800.00	.00	.00	.00
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
600-810-6210	WATER-DUES	1,500.00	275.00	555.65	37.04
600-810-6230	WATER-TRAINING	1,500.00	87.50	207.50	13.83

**BUDGET REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	50,000.00	22,812.71	48,258.71	96.52
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	.00	5,700.00	22.80
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	66.56	536.65	26.83
600-810-6332	WATER-VEHICLE REPAIRS	500.00	.00	.00	.00
600-810-6340	WATER-OFFICE EQUIP	.00	.00	.00	.00
600-810-6350	WATER-CAPITAL PROJECTS	225,000.00	.00	.00	.00
600-810-6371	WATER-UTILITIES	21,000.00	1,040.49	12,527.39	59.65
600-810-6373	WATER-TELEPHONE	1,000.00	70.59	420.39	42.04
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	1,060.47	6,593.43	50.72
600-810-6401	WATER-AUDIT	.00	.00	.00	.00
600-810-6407	WATER-ENGINEERING	25,000.00	6,964.26	14,982.33	59.93
600-810-6408	WATER-INSURANCE	8,200.00	.00	.00	.00
600-810-6411	WATER-LEGAL	.00	.00	.00	.00
600-810-6418	WATER-SALES TAX EXPENSE	22,000.00	1,942.77	11,619.95	52.82
600-810-6419	WATER-TECHNOLOGY SERVICE	5,000.00	7.95	2,040.87	40.82
600-810-6499	WATER-TESTS	5,000.00	43.00	1,862.60	37.25
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	.00	4,491.73	13.61
600-810-6506	WATER-OFFICE SUPPLIES	1,700.00	.00	856.37	50.37
600-810-6507	WATER-OPERATING SUPPLIES	3,000.00	.00	378.56	12.62
600-810-6508	WATER-POSTAGE	1,500.00	.00	1,500.00	100.00
600-810-6599	WATER-MISC EXP	2,500.00	282.13	2,033.86	81.35
600-810-6780	WATER-CAPITAL IMPROVEMEN	170,000.00	8,064.50	96,154.44	56.56
600-810-6801	WATER DEBT-PRINC 1996	.00	.00	.00	.00
600-810-6802	WATER DEBT PRINC 1999	.00	.00	.00	.00
600-810-6803	WATER DEBT-PRINC 2008 WT	45,000.00	.00	.00	.00
600-810-6854	WATER DEPT-INT 2008 WTR	9,030.00	4,515.00	4,515.00	50.00
600-810-6851	WATER DEBT-INT 1996	.00	.00	.00	.00
600-810-6852	WATER DEBT-INT 1999	.00	.00	.00	.00
600-810-6899	WATER-BOND REGISTRATION	1,290.00	.00	.00	.00
	WATER TOTAL	783,642.00	53,735.40	265,630.50	33.90
610-815-6010	SEWER-WAGES	70,350.00	5,460.32	35,683.47	50.72
610-815-6110	SEWER-FICA	5,382.00	417.74	2,760.35	51.29
610-815-6130	SEWER-IPERS	6,641.00	513.62	3,356.57	50.54
610-815-6150	SEWER-GROUP INSURANCE	17,460.00	104.15	8,288.01	47.47
610-815-6155	CITY SHARE- HSA	4,350.00	93.48	594.45	13.67
610-815-6160	SEWER-WORKER'S COMP	1,400.00	.00	.00	.00
610-815-6181	SEWER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
610-815-6210	SEWER-DUES	350.00	.00	210.00	60.00
610-815-6230	SEWER-EDUCATION/TRAINING	1,000.00	87.50	207.50	20.75
610-815-6310	SEWER-BLDG REPAIR/MAINT	500.00	.00	7.50	1.50
610-815-6320	SEWER-GROUND REPAIR/MAIN	2,500.00	.00	787.89	31.52
610-815-6331	SEWER-VEHICLE OPERATIONS	1,600.00	66.55	536.62	33.54
610-815-6332	SEWER-VEHICLE REPAIRS	300.00	.00	.00	.00
610-815-6340	SEWER-OFFICE EQUIP	.00	.00	.00	.00
610-815-6350	SEWER-OPERATION/MAINT	40,000.00	.00	1,799.31	4.50
610-815-6371	SEWER-UTILITIES	10,000.00	595.04	4,527.58	45.28
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	171.73	1,151.76	57.59
610-815-6407	SEWER-ENGINEERING	382,000.00	375.85	157,776.63	41.30
610-815-6408	SEWER-INSURANCE	12,000.00	.00	.00	.00
610-815-6411	SEWER-LEGAL	2,000.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

PCT OF FISCAL YTD 50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6418	SEWER-SALES TAX EXPENSE	4,200.00	449.30	2,519.51	59.99
610-815-6419	SEWER-TECHNOLOGY SERVICE	5,500.00	7.95	2,017.01	36.67
610-815-6499	SEWER-TESTS	8,000.00	277.50	2,874.00	35.93
610-815-6506	SEWER-OFFICE SUPPLIES	2,000.00	.00	938.90	46.95
610-815-6507	SEWER-SUPPLIES	1,000.00	.00	363.89	36.39
610-815-6508	SEWER-POSTAGE	1,500.00	.00	.00	.00
610-815-6599	SEWER-ADMIN EXPENSES	2,350.00	14.87	1,803.63	76.75
610-815-6767	SEWER-FAIR VIEW DR SAN S	250,000.00	27,217.12	200,495.60	80.20
610-815-6780	SEWER-CAPITAL OUTLAY PRO	2,000,000.00	.00	100.00	.01
610-815-6801	SEWER DEBT-PRINC-2001 ED	45,000.00	.00	.00	.00
610-815-6802	SEWER DEBT-PRINC 1999	.00	.00	.00	.00
610-815-6803	SEWER DEBT-PRINC WASS	.00	.00	.00	.00
610-815-6851	SEWER DEBT-INT 2001 EDS	788.00	393.75	393.75	49.97
610-815-6853	SEWER DEBT-INT WASS	.00	.00	.00	.00
610-815-6852	SEWER DEBT-INT-1999	.00	.00	.00	.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	22.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	2,880,593.00	36,246.47	429,593.93	14.91
740-865-6379	STORM DISTRICT-MAINT/REP	15,000.00	.00	3,072.90	20.49
740-865-6407	STORM DISTRICT-ENGINEER	30,000.00	.00	.00	.00
740-865-6411	STORM DISTRICT-LEGAL	.00	.00	.00	.00
740-865-6418	STORM DISTRICT-SALES TAX	1,100.00	104.72	592.52	53.87
740-865-6419	STORM DISTRICT-TECH SERV	9,000.00	.00	8,000.00	88.89
740-865-6765	STORM DISTRICT-CAPITAL P	185,000.00	.00	.00	.00
740-865-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00
740-865-6851	INTEREST PAYMENTS	.00	.00	.00	.00
740-865-6899	BOND REGISTRATION FEES	.00	.00	.00	.00
	STORM DISTRICT TOTAL	240,100.00	104.72	11,665.42	4.86
	ENTERPRISE FUNDS TOTAL	3,904,335.00	90,086.59	706,889.85	18.11
001-910-6910	GENERAL-TRANSFERS OUT	84,040.00	.00	84,040.00	100.00
029-910-6910	DEPR-TRANSFER OUT	.00	.00	.00	.00
110-910-6910	RUT-TRANSFERS OUT	25,000.00	4,166.66	12,499.98	50.00
112-910-6910	T&A(EB)-TRANSFER OUT	.00	.00	.00	.00
119-910-6910	EMERGENCY FUND-TRANSFER	24,343.00	.00	12,187.93	50.07
121-910-6910	LOST-TRANSFER OUT	84,379.00	.00	.00	.00
125-910-6910	TIF-TRANSFER OUT	83,785.00	1,756.50	5,269.50	6.29
167-910-6910	T&A(BURNETT REC)-TRANSFE	.00	.00	.00	.00
169-910-6910	T&A(BURNETT CAP IMP TRAN	.00	.00	.00	.00
180-910-6910	REC TRAIL-TRANSFER OUT	.00	.00	.00	.00
307-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00
600-910-6910	WATER-TRANSFERS OUT	6,000.00	.00	6,000.00	100.00
610-910-6910	SEWER-TRANSFERS OUT	24,324.00	3,054.00	15,162.00	62.33
740-910-6910	STORM DISTRICT-TRANSFER	.00	.00	.00	.00
	TRANSFERS TOTAL	331,871.00	8,977.16	135,159.41	40.73
	TRANSFER OUT TOTAL	331,871.00	8,977.16	135,159.41	40.73

**BUDGET REPORT**  
**CALENDAR 12/2019, FISCAL 6/2020**

**PCT OF FISCAL YTD 50.0%**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT TITLE</b>	<b>TOTAL BUDGET</b>	<b>MTD BALANCE</b>	<b>YTD BALANCE</b>	<b>PERCENT EXPENDED</b>
		=====	=====	=====	=====
	TOTAL EXPENSES BY FUNCTI	6,889,828.00	201,047.77	2,103,821.99	30.54
		=====	=====	=====	=====

## December Dallas Center CFS Summary

DATE/TIME	INCIDENT	LOCATION
2019-12-02 06:34	ALARM	1400 VINE ST, DALLAS CENTER
2019-12-02 13:30	WELFARE CHECK	133 LAKE SHORE DR, DALLAS CENTER
2019-12-04 08:51	TRAFFIC STOP	1205 13TH ST, DALLAS CENTER
2019-12-04 10:00	CIVIL PAPER	705 10TH ST, DALLAS CENTER
2019-12-04 16:06	ASSAULT	507 14TH ST, DALLAS CENTER
2019-12-05 02:51	911 TRANSFER	13 <sup>TH</sup> ST / LINDEN ST, DALLAS CENTER
2019-12-05 03:04	911 TRANSFER	13 <sup>TH</sup> ST / LINDEN ST, DALLAS CENTER
2019-12-05 22:42	TRAFFIC STOP	240TH ST / QUINLAN AVE, DALLAS CENTER
2019-12-06 01:33	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
2019-12-06 09:22	SUSPICIOUS	1202 SUGAR GROVE AVE, DALLAS CENTER
2019-12-06 10:23	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
2019-12-06 14:13	TRAFFIC STOP	14TH ST / VINE ST, DALLAS CENTER
2019-12-08 00:35	PREMISES CHECK	1205 13TH ST, DALLAS CENTER
2019-12-08 00:49	PREMISES CHECK	1400 VINE ST, DALLAS CENTER
2019-12-08 13:18	MEDICAL/AMBULANCE TRIP	904 10TH ST, DALLAS CENTER
2019-12-09 09:57	INFORMATION	506 14TH ST, DALLAS CENTER
2019-12-09 16:36	RETURN PHONE CALL	104 14TH ST, DALLAS CENTER
2019-12-09 19:29	911 HANGUP	240 <sup>TH</sup> ST / ORDER DR, DALLAS CENTER
2019-12-09 22:26	911 MISDIAL	1709 LAUREL ST, DALLAS CENTER
2019-12-10 00:43	MEDICAL/AMBULANCE TRIP	701 NORTHVIEW DR, DALLAS CENTER
2019-12-10 11:07	SUSPICIOUS	104 14TH ST, DALLAS CENTER
2019-12-12 10:46	MEDICAL/AMBULANCE TRIP	1304 SYCAMORE ST, DALLAS CENTER
2019-12-13 11:10	TRAFFIC COMPLAINT	1201 WALNUT ST, DALLAS CENTER
2019-12-13 12:04	SUSPICIOUS	1202 SUGAR GROVE AVE, DALLAS CENTER
2019-12-13 12:39	INFORMATION	1704 LAUREL ST, DALLAS CENTER
2019-12-13 13:23	INFORMATION	1502 WALNUT ST, DALLAS CENTER
2019-12-13 15:00	BURGLARY	1000 SUGAR GROVE AVE, DALLAS CENTER
2019-12-13 19:56	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
2019-12-13 22:00	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2019-12-14 04:15	INFORMATION	201 PERCIVAL AVE, DALLAS CENTER
2019-12-14 16:16	PREMISES CHECK	15 ORCHARD LN, DALLAS CENTER
2019-12-16 03:37	SUSPICIOUS	201 PERCIVAL AVE, DALLAS CENTER
2019-12-16 04:03	SUSPICIOUS	1602 SUGAR GROVE AVE, DALLAS CENTER
2019-12-17 05:36	DISTURBANCE	705 10TH ST, DALLAS CENTER
2019-12-17 18:05	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
2019-12-18 13:56	911 MISDIAL	41.6838930000000000 -93.9597020000000000,
2019-12-18 17:32	HARASSMENT/THREATS	1202 SUGAR GROVE AVE, DALLAS CENTER

2019-12-18 23:15	MEDICAL/AMBULANCE TRIP	607 ELM CT, DALLAS CENTER
2019-12-19 08:43	TRAFFIC STOP	13TH ST / SYCAMORE ST, DALLAS CENTER
2019-12-19 12:06	SUSPICIOUS	1202 SUGAR GROVE AVE, DALLAS CENTER
2019-12-19 12:47	CIVIL PAPER	102 KELLOGG AVE, DALLAS CENTER
2019-12-19 14:35	TRAFFIC STOP	14TH ST / SUGAR GROVE AVE, DALLAS CENTER
2019-12-19 16:59	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2019-12-19 17:52	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2019-12-19 18:03	INFORMATION	1407 MAPLE ST, DALLAS CENTER
2019-12-20 02:13	TRAFFIC STOP	15TH ST / WALNUT ST, DALLAS CENTER
2019-12-20 06:58	DEATH INVESTIGATION	1204 LINDEN ST, DALLAS CENTER
2019-12-20 10:24	ASSIST	1502 WALNUT ST, DALLAS CENTER
2019-12-20 12:15	CIVIL PAPER	1703 WALNUT ST, DALLAS CENTER
2019-12-20 18:45	911 MISDIAL	240 <sup>TH</sup> ST / ORDER DR, DALLAS CENTER
2019-12-20 19:25	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
2019-12-20 21:39	SUSPICIOUS	400 13TH ST, DALLAS CENTER
2019-12-21 19:03	911 HANGUP	ASH ST / KELLOGG AVE, DALLAS CENTER
2019-12-21 21:16	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
2019-12-22 13:19	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
2019-12-23 16:42	MOTORIST ASSIST	2553 240TH ST, DALLAS CENTER
2019-12-23 17:30	JUVENILE PROBLEM	2528 R AVE, DALLAS CENTER
2019-12-23 18:00	MEET COMPLAINANT	304 HATTON AVE, DALLAS CENTER
2019-12-26 22:51	BROADCAST	1402 SYCAMORE ST, DALLAS CENTER
2019-12-27 14:56	INFORMATION	304 HATTON AVE, DALLAS CENTER
2019-12-27 15:31	DISTURBANCE	17 ORCHARD LN, DALLAS CENTER
2019-12-27 17:45	RETURN PHONE CALL	1402 SYCAMORE ST, DALLAS CENTER
2019-12-28 12:59	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2019-12-28 13:07	911 TRANSFER	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2019-12-28 17:38	MEDICAL ALARM	1107 SUGAR GROVE AVE, Apt. 13, DALLAS CENTER
2019-12-28 22:24	MEDICAL/AMBULANCE TRIP	700 NORTHVIEW DR, DALLAS CENTER
2019-12-29 04:06	ANIMAL COMPLAINT	201 PERCIVAL AVE, DALLAS CENTER
2019-12-29 10:32	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2019-12-29 12:22	PREMISES CHECK	15 ORCHARD LN, DALLAS CENTER
2019-12-29 12:28	WELFARE CHECK	1308 WALNUT ST, DALLAS CENTER
2019-12-29 19:14	WELFARE CHECK	602 LINDEN ST, DALLAS CENTER
2019-12-30 11:16	MOTORIST ASSIST	2500 R AVE, DALLAS CENTER
2019-12-30 14:38	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
2019-12-30 16:17	FORGERY/FRAUD	590 SUGAR GROVE AVE, DALLAS CENTER
2019-12-30 16:49	MEDICAL TRANSPORT	507 14TH ST, DALLAS CENTER
2019-12-30 21:43	MEDICAL ALARM	1107 SUGAR GROVE AVE, Apt. 3, DALLAS CENTER
2019-12-31 00:07	MEDICAL/AMBULANCE TRIP	1107 SUGAR GROVE AVE, Apt. 5, DALLAS CENTER
2019-12-31 11:24	CIVIL PAPER	1915 SUGAR GROVE AVE, DALLAS CENTER

2019-12-31 23:03	TRAFFIC STOP	N AVE / ORCHARD LN, DALLAS CENTER
Total	79 Calls	517 Patrol Hrs./3 Hrs. on calls/520 Total- 320 Req.

## FIRE & EMS REPORT

December 2019

Total calls : 19

### **FIRE 9 total**

1 Structure fire with Adel

2 outside fire

1 assist pd

1 co alarm

1 controlled burn

### **EMS 8 Total**

13 calls for service (11 City/2 Rural)



# DECEMBER DALLAS CENTER 2019 CODE ENFORCEMENT REPORT

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
		BEGIN 2017				
2017-051	1600 Linden	Property Maintenance	5/24/2017	7/26/2017 10/11/17 12/6/17 1/26/18 5/2/18 8/8/18 12/20/18	Advisory / Will have financing in October 11/1/17 Certified 1/3/18 FINAL NOTICE-- 1-17-18 New contractor will finish in spring 6/20/18 reminder 11/6/18 REMINDER	
		BEGIN 2019				
2019-042	1401 Walnut	Property Maintenance	4/24/2019	5/28/2019 6/20/19	Advisory/ 5/20/19 Certified	
2019-063	1302 Walnut	Prop. Maint	5/20/2019	7/16/2019	Advisory	12/10/2019
2019-065	1201 Walnut	Junk & Vehicles	5/29/2019	6/13/2019 8/2/19	Advisory 6/19/19 sent new pictures- 7/17/19 Certified	
2019-115	302 -14	Prop. Maint	8/13/2019	11/26/2019 1/7/20 5/30/20	Advisory- 10/29/19 Certified Extend to Spring	
2019-134	1004 Walnut	Junk	9/17/2019	10/4/2019 10/23/19 11/14/19	Advisory- Certified-10/29/19 FINAL	
2019-150	404-10	Junk&Vehicle	10/21/2019	11/7/2019 12/12/19	Advisory- 11/25/19 Certified	12/10/2019
2019-155	404-10	Encroachment	10/29/2019	11/14/2019	Advisory--Check back Spring 2020 per Cindy	

2019-156	402-10	Encroachment	10/29/2019	11/14/2019 4/1/2020	Advisory--Check back Spring 2020 per Cindy	
2019-158	1202 Laurel	Vehicle	11/5/2019	11/12/2019 12/12/19	card- 11/25/19 Advisory	12/10/2019
2019-160	1506 Cherry	Vehicle	11/5/2019	11/12/2019 12/12/19	card- 11/25/19 Advisory	
2019-163	804 Fairview	FYP	11/19/2019	11/26/2019	M	
2019-164	804 Walnut	Vehicle	11/19/2019	12/12/2019	Card	12/10/2019
2019-165	1106 Ash	Junk	11/19/2019	11/26/2019	M	12/10/2019
2019-166	104-14	Vehicle	11/19/2019	11/26/2019 12/12/19	M- 11/25/19 Advisory	12/18/2019
2019-167	805 Percival	Vehicle	11/19/2019	11/26/2019	M	12/10/2019
2019-168	205-10	J-ROW	11/25/2019	12/2/2019	M	12/10/2019
2019-169	300-11	J-ROW	11/25/2019	12/2/2019	M	12/10/2019
2019-170	604-14	Junk	11/25/2019	12/2/2019 1/4/20	M- 12/18/19Advisory	
2019-171	1600 Linden	Junk-FYP	11/25/2019	12/11/2019	Advisory	12/4/2019
2019-172	1803 Sugar Grove	J-ROW	11/25/2019	12/2/2019	M	12/10/2019
2019-173	1507 Cherry	J-ROW	12/4/2019	12/10/2019	M	12/10/2019
2019-174	804 Vine	Vehicle	12/4/2019	12/18/2019	Card	12/18/2019
2019-175	401 Hatton	J-ROW	12/4/2019	12/10/2019	M	12/10/2019
2019-176	300 Hatton	J-ROW	12/10/2019	12/17/2019	M	12/18/2019
2019-177	400 Percival	Junk	12/10/2019	12/17/2019 1/4/20	M- 12/18/19Advisory	
2019-178	1300 Sycamore	Vehicle	12/10/2019	12/17/2019	M	12/24/2019
2019-179	409-10	Junk	12/18/2019	12/24/2019	M	12/24/2019
2019-180	706-9	FYP	12/18/2019	12/24/2019	M	12/24/2019
2019-181	401-13	Junk ROW	12/18/2019	12/24/2019	M	12/30/2019
2019-182	1402 Sycamore	Junk ROW	12/18/2019	12/24/2019 1/10/20	M- 12/24/19 Advisory	12/30/2019
2019-183	1201 Vine	Parking	12/18/2019	1/4/2020	Advisory	
2019-184	1304 Sycamore	Vehicle	12/24/2019	12/30/2019 1/10/20	M- 12/30/19 Advisory	
2019-185	707 Hatton	FYP	12/24/2019	12/30/2019	M	12/30/2019

2019-186	1205 Laurel	Junk ROW	12/30/2019	1/9/2020	M	
2019-187	409-10	Junk ROW	12/30/2019	1/9/2020	M	
2019-188	606-15	Junk	12/30/2019	1/9/2020	M	
2019-189	801 Hatton	FYP	12/30/2019	1/9/2020	M	

**DALLAS CENTER  
YEAR END TOTALS 2019**

Cases Opened	195 plus 1 carry over
Cases Complied	180
Not Complied	16
Notices sent out	165
Door Hangers	79

# Monthly Water Report

Date	19-Dec																				
<b>Water Plant</b>																					
Total Gal.>	3,689,600	Max	149,900	Min	83,100	Avg	119,000	Gpm	239												
Total Hrs.>	258.9	Max	10.7	Min	5.5	Avg	8.4														
Last Month.>	3,374,200	Max	148,500	Min	64,500	Avg	112,500	Gpm	248												
Last Year.>	4,263,800	Max	453,500	Min	47,800	Avg	137,500	Gpm	265												
Lbs.of Chlorine	474	Lbs of Fluoride	32	Gallons of salt brine	500																
Chlorine.Mg/l	0.78	Fluoride.Mg/l	0.5	Hardness. Mg/l	102	Iron. Mg/l	0.01	Nitrate.Mg/l													
Well																					
<b>Date</b>	12/27/2019																				
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	
Well # 7	35	22	13	140																	
Well # 8																					
Well # 9	34	26	8	160																	
Well # 10	32	12	20	130																	
Test Well																					
<b>Water Meters</b>	New Installs			Read In																	
	Replace Meter			Read Out																	
	Replace Radio Read			Shut off For nonpayment																	
	Repair																				
<b>Fire Hydrants</b>	New Install			Flush Hyd			Repair Hyd														
Water Plant	12/26/2019 Backwashed Filters 1-2-3 no issues																				
Water Tower																					
Reservoir																					
Dist. System	12/3/2019 - Water main break at 11th & Maple 4" main																				
Wells	12/19/2019 - Northway cleaned Well 10 12/27/2019 - Tested Wells 7-9-10 no issues																				
Other																					

**Applicant License Application ( BC - V - 90206 )**

<b>Name of Applicant:</b>	<u>DOLGENCORP, LLC</u>		
<b>Name of Business (DBA):</b>	<u>DOLLAR GENERAL STORE 21196</u>		
<b>Address of Premises:</b>	<u>595 SUGAR GROVE AVENUE</u>		
<b>City</b> <u>Dallas Center</u>	<b>County:</b> <u>Dallas</u>	<b>Zip:</b>	<u>50063</u>
<b>Business</b>	<u>(615) 855-4000</u>		
<b>Mailing</b>	<u>100 MISSION RIDGE</u>		
<b>City</b> <u>GOODLETTSVILLE</u>	<b>State</b> <u>TN</u>	<b>Zip:</b>	<u>37072</u>

**Contact Person**

<b>Name</b>	<u>VALERIE JAMES</u>		
<b>Phone:</b>	<u>(615) 855-4000</u>	<b>Email</b>	<u>TAX-</u>

**Classification** Class C Beer Permit (BC)

**Term:** 12 months

**Effective Date:** 12/26/2019

**Expiration Date:** 01/01/1900

**Privileges:**

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

**Status of Business**

<b>BusinessType:</b>	<u>Limited Liability Company</u>		
<b>Corporate ID Number:</b>	<u>XXXXXXXXXX</u>	<b>Federal Employer ID</b>	<u>XXXXXXXXXX</u>

**Ownership**

**DOLLAR GENERAL CORPORATION**

**First Name:** DOLLAR                      **Last Name:** GENERAL CORPORATION  
**City:** GOODLETTSVILLE              **State:** Tennessee              **Zip:** 37072  
**Position:** N/A  
**% of Ownership:** 100.00%              **U.S. Citizen:** Yes

**LAWRENCE GATTA**

**First Name:** LAWRENCE                      **Last Name:** GATTA  
**City:** BRENTWOOD                      **State:** Tennessee              **Zip:** 37027  
**Position:** NON MEMBER MANAGER  
**% of Ownership:** 0.00%                      **U.S. Citizen:** Yes

**JASON REISER**

**First Name:** JASON                              **Last Name:** REISER  
**City:** NASHVILLE                              **State:** Tennessee              **Zip:** 37212

**Position:** NON MEMBER MANAGER

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>	
<b>Policy Effective Date:</b>	<b>Policy Expiration</b>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>

P&Z Report – January 7, 2020

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

Dear Mr. Mayor and Members of the Council:

The Dallas Center Plan & Zoning Commission met Tuesday, January 7, 2020 with the following members present: Abby Anderson, Kari Boscaljon, Kevin Deaton, Kristi Northway, Thomas Strutt, Dan Willrich and Matt Ostanik. Also in attendance were: City Attorney Ralph Brown, City Engineer Bob Veenstra and James Rodemyer from Bishop Engineering. Tim Veatch from FRK Architects also joined the meeting later.

#### **Dallas Center-Grimes Middle School Addition**

The Commission reviewed and discussed site and architectural plans submitted by FRK Architects and Bishop Engineering for an addition to the Dallas Center-Grimes Middle School. The City Engineer provided comments on the proposed plans. After discussion, Dan Willrich moved and Kevin Deaton seconded to recommend that City Council approve the proposed site plan and architectural plans. The motion was approved unanimously.

#### **Proposed Ordinances for Park Land Dedication and Sidewalk Connectivity**

The Commission discussed the draft of the proposed ordinance to require park land dedication in future new residential developments that the City Attorney had drafted at P&Z's request in November. Several revisions were made to the draft based on the previous discussion and based on input from the Parks & Recreation Board. The City Engineer shared his opinion that Dallas Center should have an ordinance like this and that park land dedication in new developments is a standard requirement in the Des Moines metro area.

After discussion, Abby Anderson moved and Kari Boscaljon seconded to recommend the proposed park land dedication ordinance to City Council for their approval. The motion was approved unanimously.

The Commission also discussed the draft of the proposed ordinance stating that P&Z will review sidewalk connectivity when future new developments are submitted. Currently new developments are required to provide sidewalks within the



development, but the sidewalks may not always connect to the rest of the city's sidewalk network. Minor revisions were made to the draft based on previous discussion.

After discussion, Thomas Strutt moved and Dan Willrich seconded to recommend the proposed sidewalk connectivity ordinance to City Council for their approval. The motion was approved unanimously.

### **Permitted Uses in the C-2 Highway/Auto-Oriented Business District**

The Commission discussed the request from City Council that P&Z review the C-2 Highway/Auto-Oriented Business District that applies to much of the Highway 44 corridor. The Commission's understanding of the request, based on the discussion at the December 10, 2019 City Council meeting, is that there is a desire to avoid large unattractive warehouses on Highway 44 similar to what has been built on Highway 141 in Grimes, plus a broader question about making sure that the gateway to Dallas Center is what we want it to look like when people enter our community.

The Commission reviewed the list of permitted uses in the C-2 district (and also the C-1 district, whose uses are allowed in C-2 as well). While the list of uses was written a number of years ago and is somewhat dated, the Commission did not see any immediate changes that were needed. Warehouses are not a permitted use in either C-2 or C-1 districts.

The broader question of what we want future development on the Highway 44 corridor to look like, however, goes beyond just the permitted uses. During the discussion the City Engineer pointed out that our zoning code speaks about uses but does not address the style of buildings, other than basic requirements for architectural materials that may be used.

The Commission agreed to do more research on how other metro communities have handled zoning and architectural requirements for highway districts and then to continue discussion on this topic at our next meeting in late February.

### **Other Updates**

At the conclusion of the meeting, the Commission also briefly discussed updates from the recent Rotary presentation by Tim Day, the Healthy Hometown 2020 master plan, and construction progress on the Dollar General store.

Respectfully submitted,  
Matt Ostanik  
P&Z Commission Chair



December 10, 2019

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

DALLAS CENTER, IOWA  
DALLAS CENTER-GRIMES MIDDLE SCHOOL ADDITION & RENOVATION  
SITE PLAN REVIEW

The writer has completed a review of the site plan submitted on December 6, 2019 for the Dallas Center-Grimes Middle School Addition & Renovation project. The project involves two building additions to the existing Middle School. One addition is located on the southern part of the building. The second addition is located on the northeast corner of the building.

Based on review of the site plan the following comments are offered:

1. On Sheet C-001 under General Note 1 the reference to the SUDAS Standard Specifications should include a reference to the 2019 Edition.
2. As part of the site plan an existing building in the area of the south addition will be removed.
3. The northeast addition is to a currently unoccupied area and there is no building demolition associated with this addition.
4. The City of Dallas Center currently has a sanitary sewer that is located just south of the existing Middle School building. This sanitary sewer was relocated southerly as a part of a previous building addition. The new building addition extends farther south than the existing building and is located over the east-west portion of the sanitary sewer.
5. As part of the project the existing sanitary sewer on the west side of the Middle School building will be intercepted and routed directly south to connect to the City's Southwest Trunk Sewer.

6. The existing sanitary sewer located east of the Middle School building will remain in service and flows easterly.
7. The writer reviewed the proposed relocation of the sanitary sewer during development of the site plan by Bishop Engineering Company. The rerouting of the sanitary sewer south to the Southwest Trunk Sewer is satisfactory and is the preferred method of addressing the conflict with the building addition.
8. As part of the site plan the Dallas Center-Grimes School District will need to grant the City of Dallas Center a new easement for the south flowing north-south sanitary sewer along the west side of the Middle School building.
9. As part of the project the City of Dallas Center should vacate the existing east-west sanitary sewer easement.
10. A plat of both the new easement and area to be vacated are included in the site plan submittal.
11. The sanitary sewer service for the south addition extends northeasterly to connect to the existing sanitary sewer. The sanitary sewer for the northeast addition extends south and connects to the existing sanitary sewer.
12. There are no modifications of significance to the existing water system.
13. The City's current practice requires hydrant coverage circles to be shown on all site plans. The site plan should include the hydrant coverage circles.
14. There are no transportation, driveway, or parking lot modifications as part of the site plan.
15. The sidewalk network is being modified based on the new building configuration.
16. The roof drains for the new south addition are piped directly south and connect to the City's Southwest Stormwater Drainage Improvements storm sewer.
17. The storm sewer along the north side of the new northeast addition and the storm sewer along a portion of the north side of the existing building are piped northeasterly and discharged to a stormwater detention basin located east of the northeast building addition.

18. The discharge from the stormwater detention basin is to the existing storm sewer located east of the existing building complex.
19. The site grading indicates the area around the south addition slopes southerly.
20. The area around the northeast addition generally slopes easterly toward the new detention basin. There is an area along the south side of the northeast addition that slopes southeasterly away from the detention basin.
21. The site plan includes a Stormwater Pollution Prevention Plan.
22. The site plan submittal indicates this project will disturb slightly more than 1 acre. A Stormwater Pollution Prevention Plan and General Permit No. 2 will be required.
23. Before starting construction the contractor will need to submit two copies of the Stormwater Pollution Prevention Plan and General Permit No. 2 to the City. The City will not review or enforce the provisions of the Stormwater Pollution Prevention Plan and General Permit No. 2. The City's review is limited to determining whether the appropriate SWPPP and permit have been obtained.
24. The site plan submittal includes new elevation views showing the two additions.

The site plan submittal included a Stormwater Management Plan. Based on review of the Stormwater Management Plan the following comments are offered:

1. The south building area is directly and indirectly tributary to the City's Southwest Stormwater Drainage Improvements storm sewer. The site plan does not show any detention in the area of the south addition.
2. The stormwater drainage from the south area would be tributary to the City stormwater detention basin. The close proximity of the building addition and its small size results in a time of concentration so the peak flow from the school area will pass through the storm sewer in advance from the flow from the areas farther upstream. The City's policy has been to not require stormwater detention in areas where stormwater detention is effectively provided by the existing Southwest Stormwater Drainage Improvement detention basin.
3. The site plan indicates the northeast project area has a total area of 1.01 acres that will be tributary to the stormwater detention basin.

4. The site plan indicates there are two undetained areas in the general vicinity of the northeast addition. One undetained area consists of 0.08 acres and the other area consists of 0.16 acres.
5. The allowable release rate from the area tributary to the detention basin is 4.29 cfs.
6. The runoff from the undetained areas during a 100-year occurrence interval storm are 0.45 cfs for the smaller area and 0.91 cfs for the larger area.
7. The calculated release rate from the stormwater detention basin is reduced by the undetained flow. The maximum allowable release rate from the basin is 3.03 cfs.
8. The release from the basin is through a 15-inch storm sewer with a 12.4-inch diameter orifice plate to restrict the allowable release rate.
9. The overflow from the detention basin is to the east southeast in the area of the natural flow.
10. Using the simplified analysis procedure, the calculated storage volume in the detention basin is 1,105 cubic feet.
11. The bottom of the detention basin is at elevation 1056.
12. At the maximum storage volume of 1,105 cubic feet the water elevation in the detention basin is 1057.07. The maximum water depth in the basin during a 100-year storm is 1.07 feet.
13. The internal storm sewer system is designed for a 100-year storm event. The sizing of the storm sewer is satisfactory and meets the requirements of the City.

Cindy Riesselman  
December 10, 2019  
Page 5

If you have any questions or comments concerning the project, please contact the writer at 225-8000 or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

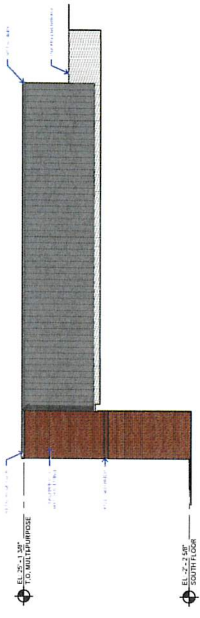
VEENSTRA & KIMM, INC.



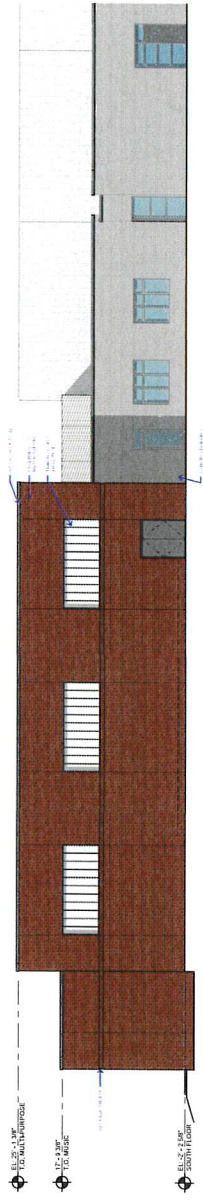
H. R. Veenstra Jr.

HRVJr:kld  
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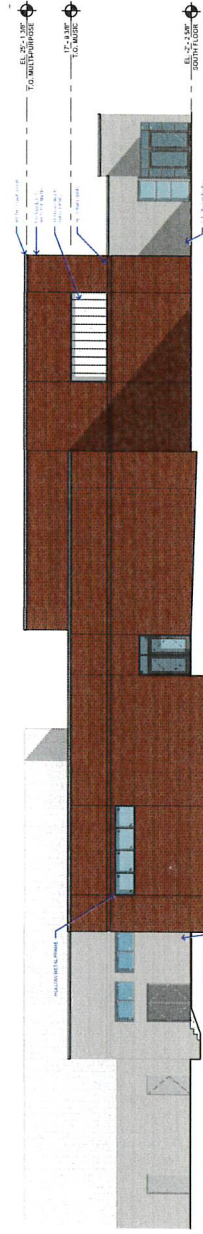
cc: Ralph Brown, Brown, Fagen & Rouse



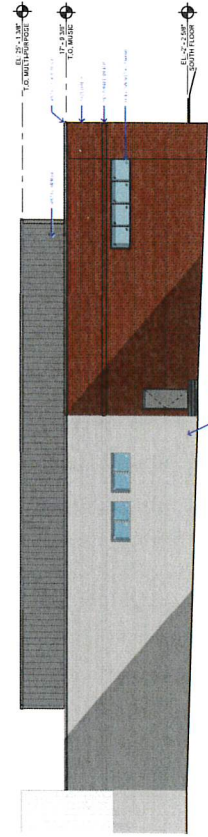
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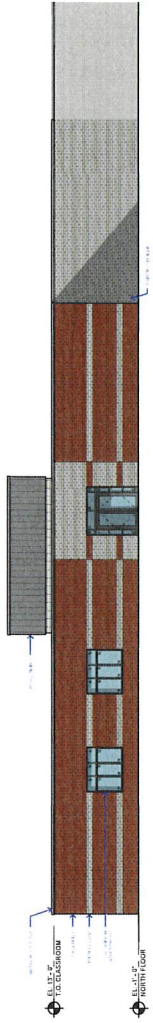
EAST ELEVATION



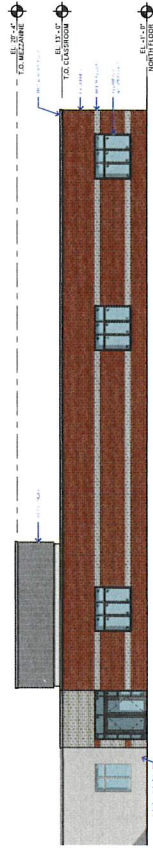
SOUTH ELEVATION



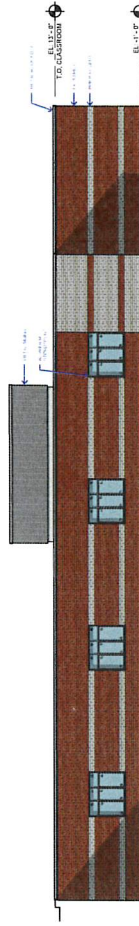
WEST ELEVATION



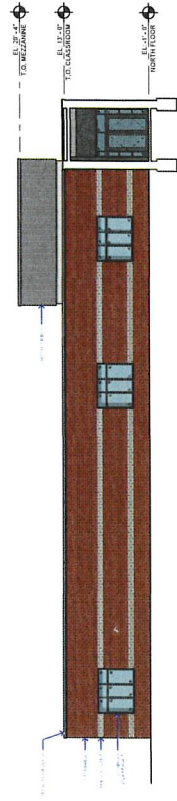
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

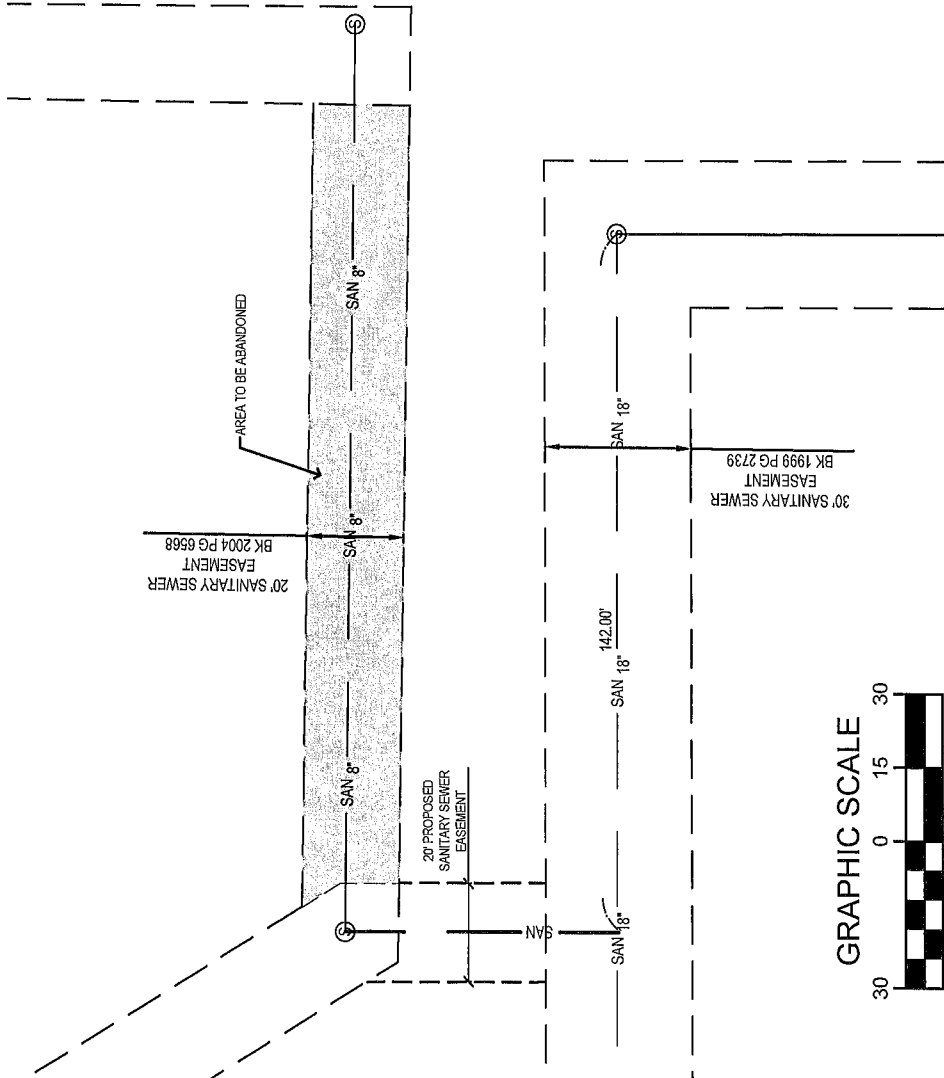


WEST ELEVATION



# EASEMENT EXHIBIT

## SANITARY SEWER VACATION AND NEW EASEMENT



**EASEMENT VACATION:**

ALL THAT PORTION OF THE 20.00 FOOT WIDE SANITARY SEWER EASEMENT SHOWN ON THE EASEMENT PLAT RECORDED IN BOOK 2004 AT PAGE 6568 AS SHOWN HERE AS A SHADED AREA.

**EASEMENT DESCRIPTION:**

A 20.00 FOOT WIDE SANITARY SEWER EASEMENT CENTERED ON THE SANITARY SEWER RUNNING BETWEEN THE EXISTING MANHOLE SHOWN HERE WITHIN THE EASEMENT RECORDED IN BOOK 2004 AT PAGE 6568 TO A NEW MANHOLE BEING PLACED 142.0 FEET WEST OF AN EXISTING MANHOLE WITHIN THE EASEMENT RECORDED IN BOOK 1999 AT PAGE 2739.

**OWNER & PREPARED FOR:**  
 DALLAS CENTER GRIMES  
 COMMUNITY SCHOOL DISTRICT



SHEET 1 OF 1

**Bishop Engineering**  
 "Planning Your Successful Development"

3501 104th Street  
 Des Moines, Iowa 50322-3825

Phone: (515)276-0467 Fax: (515)276-0217

Civil Engineering & Land Surveying  
 Established 1959

**EASEMENT EXHIBIT**

REFERENCE NUMBER:

DRAWN BY:  
 LDH

PROJECT NUMBER:  
**190557**



January 6, 2020

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

DALLAS CENTER, IOWA  
DALLAS CENTER-GRIMES MIDDLE SCHOOL ADDITION & RENOVATION  
REVISED SITE PLAN SUBMITTAL

The writer has completed a review of the revised submittal of the site plan for the Dallas Center-Grimes Middle School Addition & Renovation project received from Bishop Engineering Company on January 3, 2020. The writer offered initial review comments on the project in a letter dated December 10, 2019. While the writer's letter of December 10, 2019 included a number of comments, only two comments required modifications to the site plan.

Based on review of the comments in the writer's letter of December 10, 2019 that required action the following is offered:

1. On Sheet C-001 under General Note No. 1 the reference to the 2019 Edition of SUDAS has been added.
13. Hydrant coverage circles for the existing hydrant along the east side of the building and a hydrant located northeast of the project near the intersection of Vine Street and 13<sup>th</sup> Street has been added. Although not shown on the site plan there is an additional hydrant at 15<sup>th</sup> Street and Linden Street that would provide coverage to the westerly part of the south addition. The hydrant coverage circles indicate the hydrants that are currently present are located close enough to the building additions to meet the City's requirement.

Although not directly related to this site plan, the writer would note the Middle School is located one to two blocks away from the City's 12-inch feeder main. The feeder main crosses the school property south of the football field. A branch of the 12-inch feeder main is located along Linden Street east of 13<sup>th</sup> Street and on 13<sup>th</sup> Street north to Vine Street.

The water mains in the area of the school itself are not be considered a strong part of the water system. The hydrant on the east side of the building is fed by a 4-inch main and has limited capacity. There is a 4-inch main along the north side of the building. This main does not extend east of 14<sup>th</sup> Street and does not connect to the 12-inch main at 13<sup>th</sup> Street and Vine Street. There is

Cindy Riesselman  
January 6, 2020  
Page 2

a 6-inch main located along the west side of the building. There are hydrants on the west side of the school building that are connected to the 6-inch main.

When the City was considering the construction of the 12-inch water main on Linden Street and 13<sup>th</sup> Street east of the school there was discussion of a future extension of the 12-inch water main west along Vine Street to 15<sup>th</sup> Street to better improve the fire protection along the north side of the school. There was also discussion at some point it would be beneficial to increase the size of the 4-inch water main that extends west from 13<sup>th</sup> Street to the hydrant at the east side of the school. Although these water main improvements are not required for the current site plan, consideration of those water main improvements as part of a future capital improvement project would still appear appropriate.

If you have any questions or comments concerning the project, please contact the writer at 225-8000 or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

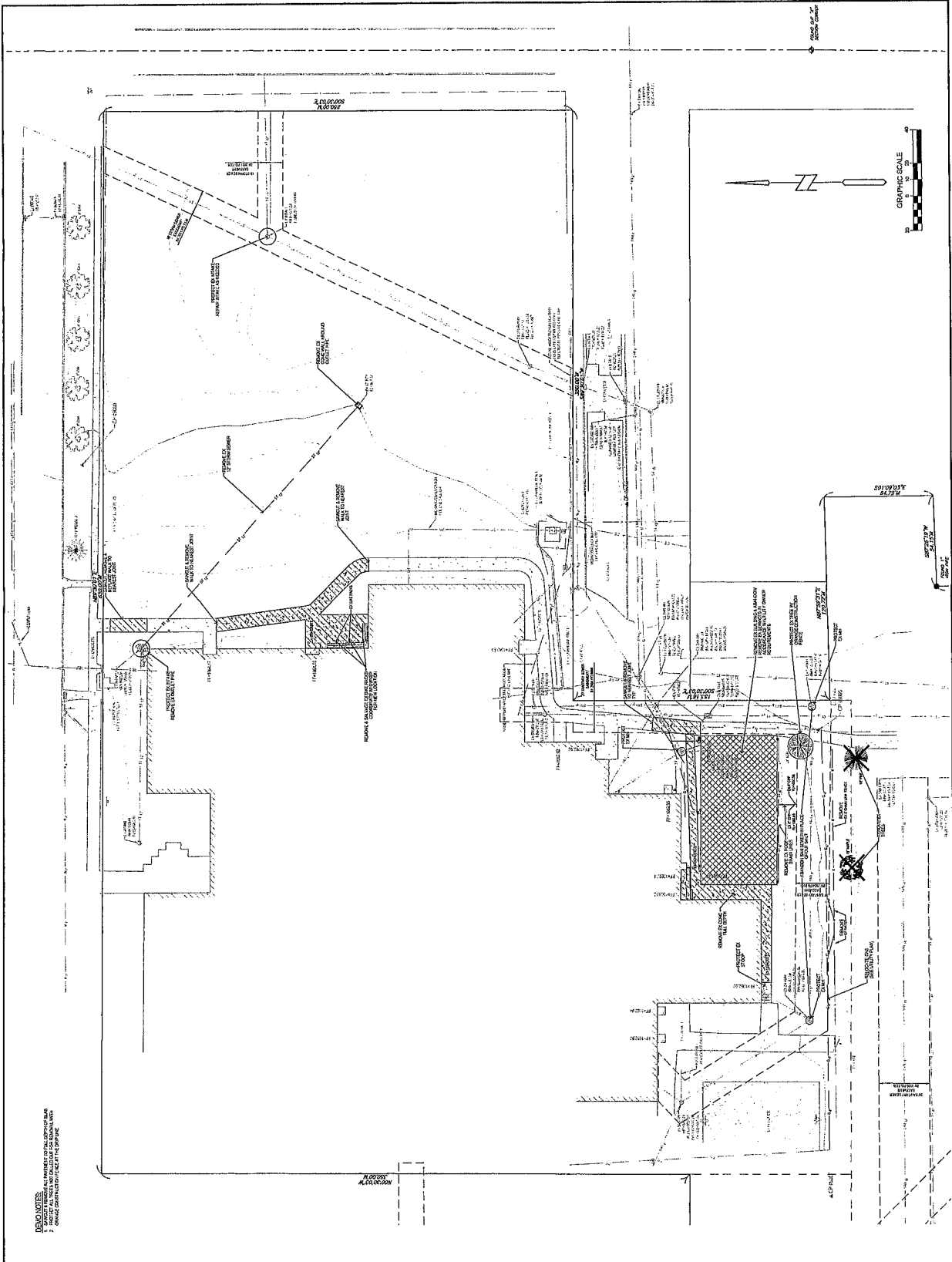
HRVJr:kld

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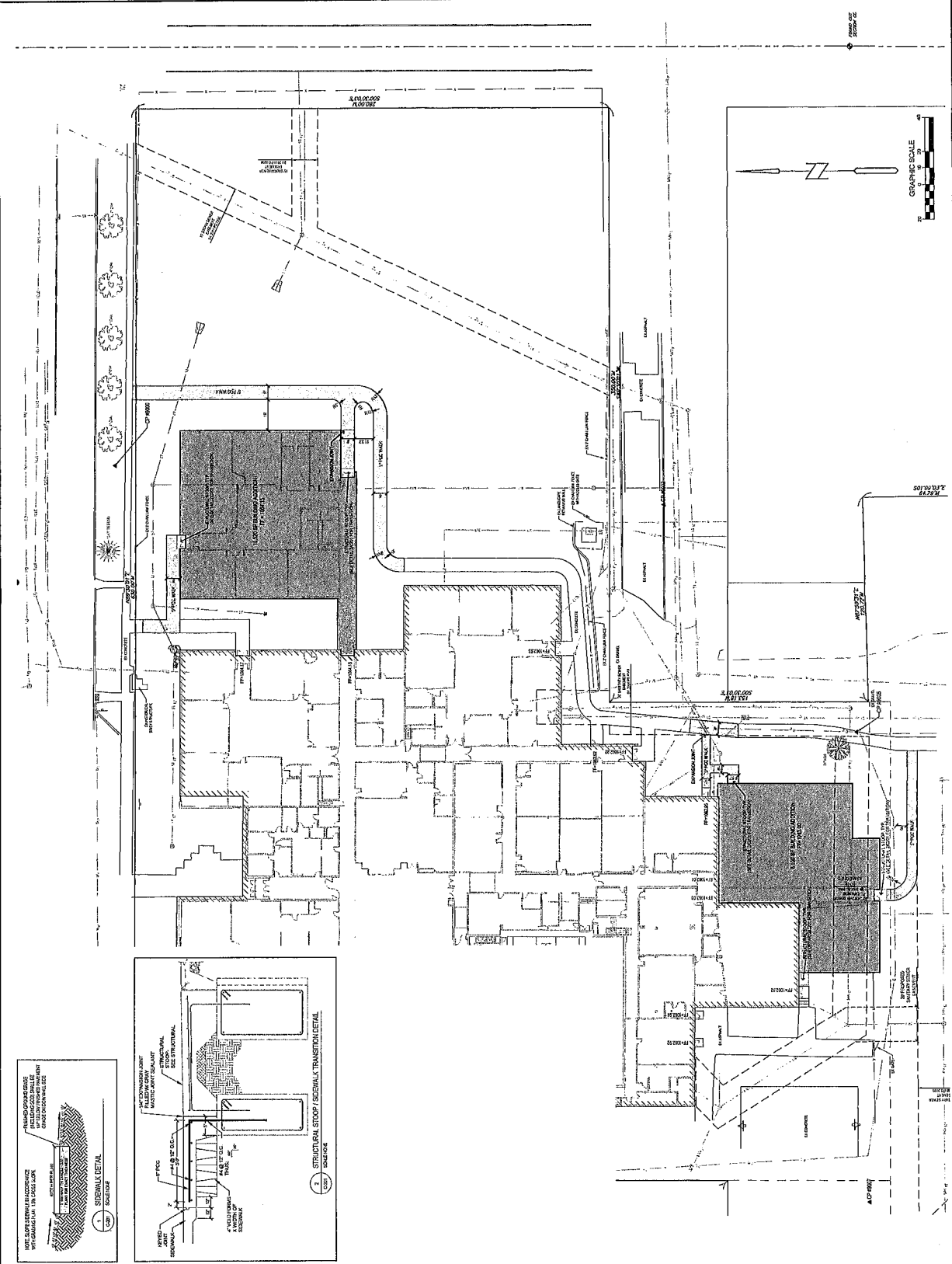
Enclosure

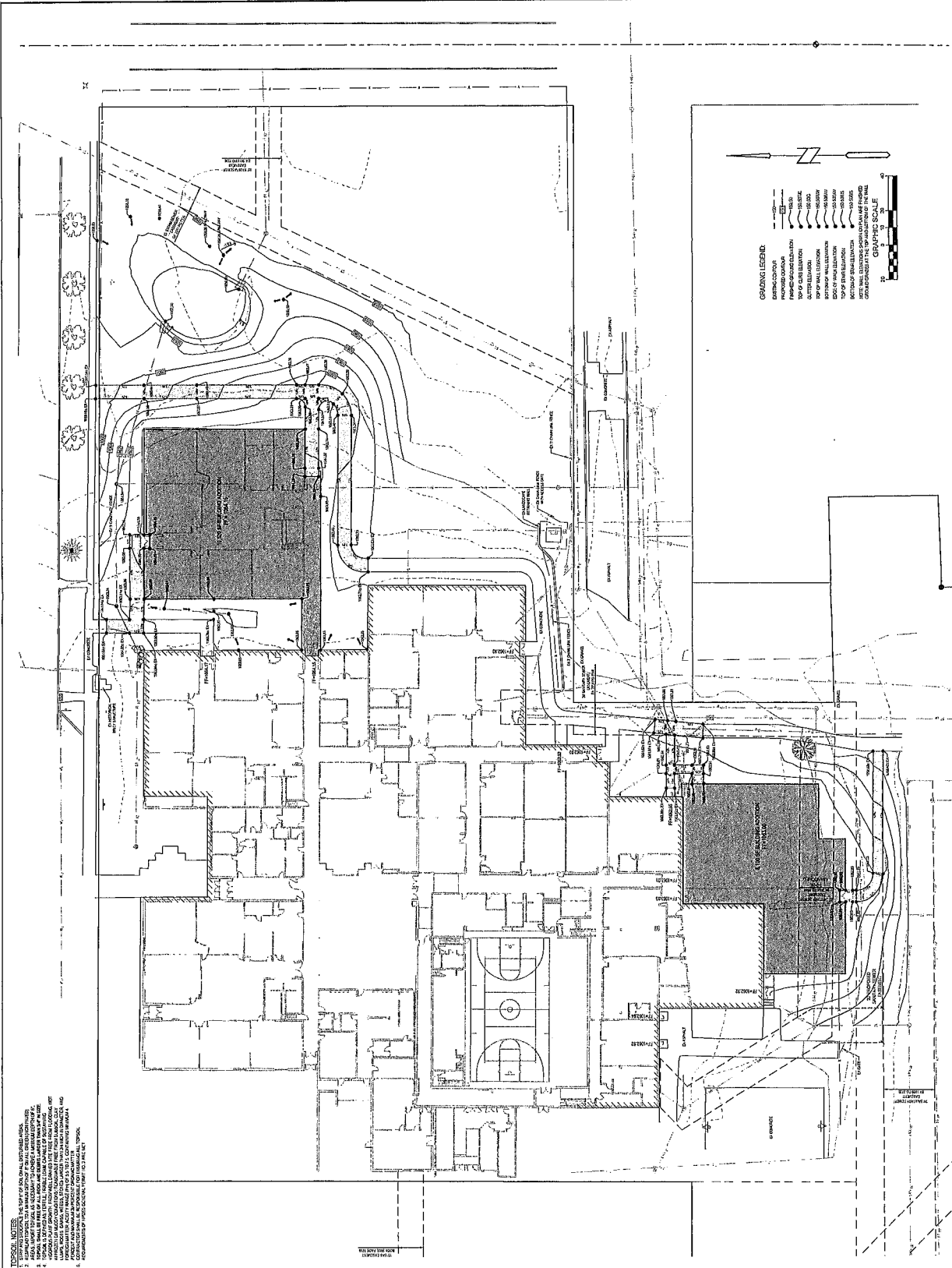
cc: Ralph Brown, Brown, Fagen & Rouse – w/enclosure  
Joel Jackson, Bishop Engineering Company – w/enclosure





REVISIONS:  
 1. VERIFY ALL DIMENSIONS TO ALL CORNERS OF MAIN  
 2. VERIFY ALL DIMENSIONS TO ALL CORNERS OF MAIN  
 3. VERIFY ALL DIMENSIONS TO ALL CORNERS OF MAIN





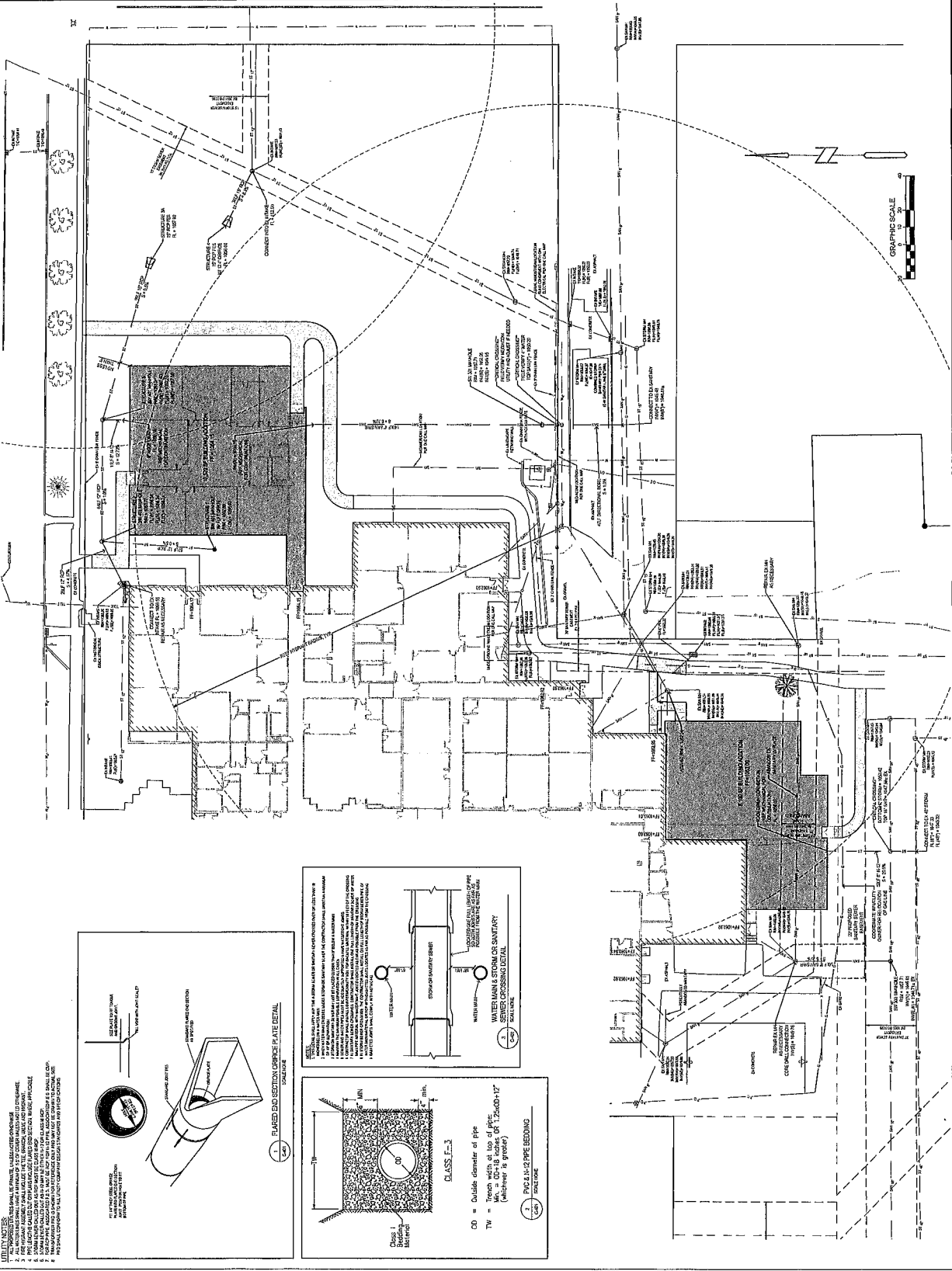
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- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED GRADE ELEVATION
- TOP OF CURB ELEVATION
- TOP OF PAVILION ELEVATION
- TOP OF WALL ELEVATION
- TOP OF FOUNDATION ELEVATION
- TOP OF FINISH FLOOR ELEVATION
- TOP OF GRADE ELEVATION
- TOP OF EXISTING GRADE ELEVATION
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- TOP OF EXISTING PAVILION ELEVATION

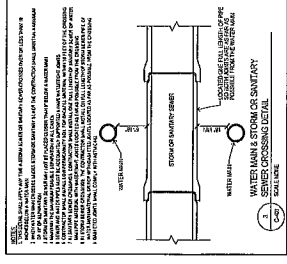
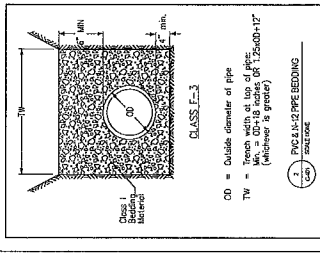
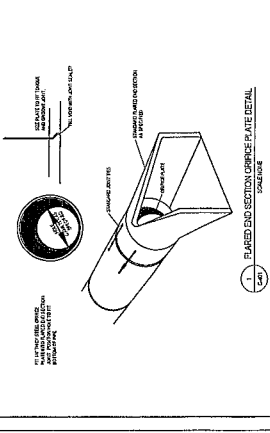
**GRAPHIC SCALE**  
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**NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



**UTILITY NOTES:**  
 1. ALL UTILITIES SHALL BE SHOWN AS EITHER EXISTING OR PROPOSED.  
 2. EXISTING UTILITIES SHALL BE SHOWN WITH A DASHED LINE.  
 3. PROPOSED UTILITIES SHALL BE SHOWN WITH A SOLID LINE.  
 4. UTILITIES SHALL BE SHOWN AT THE CENTERLINE UNLESS OTHERWISE NOTED.  
 5. UTILITIES SHALL BE SHOWN AT THE CENTERLINE UNLESS OTHERWISE NOTED.  
 6. UTILITIES SHALL BE SHOWN AT THE CENTERLINE UNLESS OTHERWISE NOTED.  
 7. UTILITIES SHALL BE SHOWN AT THE CENTERLINE UNLESS OTHERWISE NOTED.  
 8. UTILITIES SHALL BE SHOWN AT THE CENTERLINE UNLESS OTHERWISE NOTED.  
 9. UTILITIES SHALL BE SHOWN AT THE CENTERLINE UNLESS OTHERWISE NOTED.  
 10. UTILITIES SHALL BE SHOWN AT THE CENTERLINE UNLESS OTHERWISE NOTED.









## **RESOLUTION NO. 2020-1**

### **A RESOLUTION APPROVING THE SITE PLAN FOR THE DALLAS CENTER-GRIMES MIDDLE SCHOOL ADDITION AND RENOVATION**

**WHEREAS**, the Dallas Center-Grimes Community School District has submitted a Site Plan for the Middle School Addition and Renovation project pursuant to Chapter 158 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, which plans were reviewed by the Plan and Zoning Commission on January 7, 2020; and

**WHEREAS**, the City Engineer provided review comments and recommendations to the Plan and Zoning Commission, which comments and recommendations had been incorporated into a revised Site Plan presented to the Commission; and

**WHEREAS**, the Commission recommended approval of the Site Plan; and

**WHEREAS**, the Council has reviewed the recommendations of the Plan and Zoning Commission, and adopts its recommendation.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA**, that the Council accepts the recommendations of the Plan and Zoning Commission; and the Site Plan submitted by the Dallas Center-Grimes Community School District is approved.

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

**IT IS FURTHER RESOLVED** that further notification is hereby given to the applicant that Section 158.09 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended provides that when there is any change in the location, size,

design, conformity or character of the buildings and other improvements, an amendment to the Site Plan must be submitted to the City and reviewed by the Plan and Zoning Commission and approved by the City Council in the same manner as an original Site Plan.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 14<sup>th</sup> day of January, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk

**RESOLUTION NO. 2020-2**

**A RESOLUTION APPROVING THE ARCHITECTURAL PLAN FOR THE DALLAS CENTER-GRIMES MIDDLE SCHOOL ADDITION AND RENOVATION**

**WHEREAS**, the Dallas Center-Grimes Community School District has submitted an Architectural Plan for Dallas Center-Grimes Middle School Addition and Renovation project pursuant to Chapter 158 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, which plans were reviewed by the Plan and Zoning Commission on January 7, 2020; and

**WHEREAS**, the Plan as submitted indicates all faces of the building additions will be of face brick, brick accent, or recessed brick in full compliance of Section 158.08 (1) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended; and

**WHEREAS**, the Plan and Zoning Commission recommended approval of the Architectural Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA**, that the Council accepts the recommendations of the Plan and Zoning Commission; and the Architectural Plan submitted by the Dallas Center-Grimes Community School District is approved.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 14<sup>th</sup> day of January, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk

**RESOLUTION NO. 2020-3**

**A RESOLUTION PROPOSING THE PARTIAL VACATION OF A  
SANITARY SEWER EASEMENT AND SETTING A PUBLIC HEARING  
THEREON**

**WHEREAS**, the Site Plan for the Dallas Center-Grimes Community School District's Addition and Renovation to the Middle School approved by Resolution 2020-1 shows that the new building addition will be located over the east-west portion of an existing sanitary sewer easement granted to the City, recorded in the office of the Dallas County Recorder in Book 2004 at Page 6568; and

**WHEREAS**, the School District's submittal reflects the interception and relocation of the sanitary sewer at the District's expense; and

**WHEREAS**, the City Engineer has prepared an Easement Drawing and legal description of the easement to be vacated, a copy of which is attached hereto; and

**WHEREAS**, a public hearing should be set by the Council on the proposed partial vacation of the sanitary sewer easement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA**, a public hearing on the matter of the partial vacation the sanitary sewer easement at the Dallas Center-Grimes Middle School will be held at 7 p.m. on February 11, 2020.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 14<sup>th</sup> day of January, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk



PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000  
RETURN TO: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

**OWNER:**  
INDEPENDENT SCHOOL  
DISTRICT OF DALLAS  
CENTER  
**BOOK 2005 PAGE 4732**

# EASEMENT DRAWING

FOR VACATING PART OF AN EXISTING  
SANITARY SEWER EASEMENT THAT WAS  
CONVEYED TO THE CITY OF  
DALLAS CENTER, IA

**PARCEL NO.:**  
1102193004

**LEGAL DESCRIPTION:**

Commencing at the Southeast corner of Lot 1, Block 11 in the Original Town of Dallas Center; thence South 00°30'03" East along the East line of an existing sanitary sewer easement as shown in Book 2004 on Page 6568 in the Dallas County Recorders Office and along the East line of vacated Linden Street and along the East line of Lot 1, Block 6 in said Original Town of Dallas Center, 153.81 feet; thence North 89°56'31" West along the South line of said existing sanitary sewer easement, 20.19 feet to the point of beginning; thence continuing North 89°56'31" West along said South line, 159.34 feet; thence North 00°03'29" East, 20.00 feet to the North line of said existing sanitary sewer easement; thence South 89°56'31" East along said North line, 159.34 feet to the West line of said existing sanitary sewer easement; thence South 00°03'29" West, 20.00 feet to the point of beginning.

Containing 3,187 square feet, more or less.

DALLAS CENTER-GRIMES MIDDLE SCHOOL ADDITION

VEENSTRA & KIMM, INC.  
3000 WESTOWN PARKWAY  
WEST DES MOINES, IOWA 50266-1320  
515-225-8000

EXHIBIT

E-1

Rev/By

SHEET 2 OF 2

DRAWN T.J.P. CHECKED EMG APPROVED HRV DATE 01-08-2020

2121-044



ORDINANCE NO. 542

**DRAFT**

**AN ORDINANCE AMENDING CHAPTER 170 OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, (SUBDIVISION REGULATIONS) TO REQUIRE CERTAIN PARK LAND DEDICATION IN ANY DEVELOPMENT APPLICATION**

**WHEREAS**, the City Council of the City of Dallas Center conducted a public hearing at 7 p.m. on February 11, 2020, on proposed amendments to Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended with respect to a requirement for certain park land dedication in any development application

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

**SECTION 1.** Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended by adding the following new section:

**170.08D PARK LAND DEDICATION.**

1. Definition. For purposes of this section the term "Development Application" shall mean any presentation or filing with the City for residential development purposes of any subdivision of land over which the City has subdivision review and approval authority or the filing or presentation of any site plan, planned unit development (PUD), PUD specific plan, permitted conditional use plan or development, subdivision master plan or area development plan, over which the City has approval authority or a declaration of horizontal property (condominium) regime pursuant to Iowa Code Chapter 499B.

2. Dedicate Land for Park and Recreational Purposes. All persons making a Development Application shall dedicate to the City, within the land covered by the Development Application, land for park and recreational purposes sufficient to meet the requirements of this section.

A. In each tract of land covered by a Development Application, there shall be reserved and dedicated to public use ten (10) acres of land for park purposes for each one thousand (1,000) people, based upon the projected population of the completed Development Application as

calculated in accord with this section. Such dedication shall be prorated to the amount indicated by the projected population to the nearest one thousand (1,000) square feet of land to be dedicated, but in any event, no dedication of land for park use shall contain a total for park usage of less than ten thousand (10,000) square feet of land so dedicated. For purposes of this section, property subject to a horizontal property condominium regime under Iowa Code Chapter 499B shall be treated as single-family detached.

B. For purposes of this section, population in the completed area covered by the Development Application will be determined by multiplying the number of housing units projected in the area covered by the Development Application for each use category times the anticipated average per unit as given below. The quantity calculated for each residential type shall be added together and the sum shall be the projected population for purposes of the Development Application. For the purposes of this section, the following population estimates per residential type will be used:

- a. Single-family detached: 3.0 people.
- b. Single-family attached: 2.5 people.
- c. Multi-family unit: 2.0 people.

C. The City may require that all land dedicated under this section be configured or located to optimize aggregations of land and thus may require that the dedicated land be adjacent to the land affected by other development applications or to otherwise maximize usefulness of the land in accordance with the City's Comprehensive Plan. The location of land that is dedicated under this section must be approved by the City. In its approval the City will take into consideration the utility of the land proposed for dedication.

D. This section shall not apply to any Development Application which does not include residential development, provided, however, to the extent any Development Application includes residential uses then dedication of park land shall be required to the extent determined in accord with paragraphs A and B of subsection 2 of this section.

E. For purposes of this section the water area of ponds, streams, retention basins, detention basins and other bodies of water, or the land area of buffer park easements and site plan open space requirements, shall not be included in determining any area dedicated for park purposes.

F. The dedication of land for park purposes shall include dedication of a corridor or point of connection for public pedestrian access, the areas of which shall be included in determining compliance with this section.

G. The required land dedication under this section shall be reduced when the person making the Development Application provides public access by easement to recreational facilities, playgrounds, unobstructed open spaces, ball fields, soccer fields, tennis courts, basketball courts, volleyball courts, picnic shelter, recreational trails and other similar non-duplicated recreational facilities which have been (or will be) ADA-compliant constructed and maintained by the applicant. There shall not be any credit for swimming pools, clubhouses, and other similar facilities. In order to determine the credit the City shall ascertain the fair market value of the land required to be dedicated under this section and from such value subtract the cost of the recreational facilities constructed by the applicant and provided under this section. The person making the Development Application shall then only be required to dedicate land equal in value to the remainder.

3. Alternative to Dedication. As an alternative to dedication under this section, any person filing a Development Application may provide jointly with other persons for the dedication of land in an amount at least equal to the amount required under this section, at a location which is not part of the land for which approval is sought, provided such alternative is within the same neighborhood park area as the land for which a Development Application has been made, that the alternative jointly provided will provide for a park with a total land areas of at least five (5) acres, consistent with the Comprehensive Plan and that such alternative dedication of land is or has actually been dedicated to the City and has been accepted by the City for use in accordance with the Comprehensive Plan.

4. Dedication Requirement Less Than 10,000 Square Feet. Where application of the formula set forth in subsection 2 of this section results in a dedication requirement of less than ten thousand (10,000) square feet the person making or filing the development application may elect to dedicate ten thousand (10,000) square feet of land or fulfill their obligation by participating in an option provided by subsection 3 of this section, but such alternative participation shall be based upon the actual calculation under subsection 2 of this section and not upon the equivalent of ten thousand (10,000) square feet of land.

5. Alternate Plan. Subsections 2 and 3 of this section notwithstanding, any entity required to comply with this section may present an alternate plan which meets the purposes of this section as a means of complying herewith. It will be the burden of the entity presenting such plan to establish that such plan meets the purposes of this section. Any proposed plan shall be first reviewed by the Plan and Zoning Commission. Any alternate proposal must directly and proportionately benefit the development. A plan may include a payment to the City in lieu of land dedication equal to the fair market value of the land to be dedicated. Such payment may be used only for park and recreation facility and park connectivity purposes consistent with the Comprehensive Plan.

6. Single-Family Residential Units. This section shall not apply to any development application containing three (3) or fewer single-family residential units. A person making or filing a development application shall not divide land into separate plats in order to seek a waiver under this provision. Where a Development Application is made for multiple contiguous tracts within any two (2) years the City may treat all the Development Applications as one for purposes of this section.

7. Condominium Regime. No declaration of a condominium regime under Iowa Code Chapter 499B, nor any conversion of an apartment to a condominium under Iowa Code Section 499B.3 shall be completed before the person or entity filing the declaration shall have complied with the land dedication requirements of this section.

8. Appeal Procedure.

A. Notice of Appeal; Fee. Any person making or filing a Development Application or any person, entity, or developer

affected by any decision made by an official, board or commission acting under this chapter, may appeal to the City Council by filing notice of appeal with the City Clerk and paying a filing fee of one hundred dollars (\$100.00) payable to the City to be credited to the General Fund of the City. Such appeal shall be taken within ten (10) days from the decision of the official, board or commission acting under this chapter and shall set out in detail the reasons and grounds for the appeal. The City Clerk shall forthwith transmit to the City Council all papers constituting the record upon which the action appeal is taken. An appeal stays all proceedings in furtherance of the appeal.

B. Public Hearing. The City Council shall upon the filing of an appeal fix a reasonable time for a hearing, giving public notice thereof as well as due notice to the parties in interest. All interested persons may offer oral or written testimony at the public hearing on the appeal. A vote of three (3) members of the City Council may affirm, modify, or reverse any decision of any official, board or commission acting under this chapter.

C. Appeal to District Court. Any person, entity, or developer aggrieved by an appeal decision of the City Council may within thirty (30) days from the date of the City Council rendering a decision, appeal therefrom to the District Court of Dallas County, Iowa, in accordance with the Rules of Civil Procedure, Division XIV, entitled "certiorari."

**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 any other provisions of this Ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this Ordinance is severable.

**SECTION 4.** When Effective. This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_,  
2020, and approved the \_\_\_\_ day \_\_\_\_\_, 2020.

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Michael A. Kidd, Mayor

ATTEST:

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Cindy Riesselman, City Clerk

ORDINANCE NO. 543

**DRAFT**

**AN ORDINANCE AMENDING CHAPTER 170 OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, (SUBDIVISION REGULATIONS) TO ADD CERTAIN SIDEWALK CONNECTIVITY REQUIREMENTS**

WHEREAS, the City Council of the City of Dallas Center conducted a public hearing at 7 p.m. on February 11, 2020, on proposed amendments to Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended with respect to certain street tree and sidewalk connectivity requirements.

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

SECTION 1. Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended by adding the following new section:

**170.06A TRANSPORTATION SYSTEM POLICY AND SIDEWALK DESIGN AND CONNECTIVITY.** It is the policy of the City that the transportation system shall reasonably seek to accommodate the different forms of surface travel including travel by automobiles, pedestrians and bicycles within and through the City. The planning and design of subdivision of land development projects shall provide for automobile, pedestrian and bicycle movements adjoining, within and through the subdivision or development as needed to connect to the neighborhood and remainder of the community, as well as to provide access by foot and bicycle for all residents to parks and other recreational amenities, schools, the library, and other public amenities.

During review of a preliminary plat submission, the Plan and Zoning Commission shall consider the proposed pedestrian and bicycle access within the remainder of the community. If there are interruptions in the City's sidewalk network that would prevent residents of the development from accessing parks and other recreational amenities, schools, the library, other public amenities, or other areas of the community, the Commission shall propose to the Council a plan for City action for resolving those interruptions in order to provide walkability throughout the entire community. The Council shall consider the proposed plan, and adopt or amend the proposed plan. After Council

action the necessary improvements to the City's sidewalk network shall, insofar as possible, be completed within forty-eight (48) months of the approval of the Final Plat.

**SECTION 2.** Section 170.11(2) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended by adding the following new subsection Q:

2. Contents of Preliminary Plat. Preliminary plat contents are as follows:

Q. A Note indicating the developer's review, consideration, and possible action on sidewalk connectivity within the subdivision and from the subdivision to adjoining subdivisions and parcels.

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

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

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

Passed by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2020, and approved the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Michael A. Kidd, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Riesselman, City Clerk



PHASE 1 BUDGET 12/18/19

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Dallas Center Library

Dallas Center, IA

ADVOCATES

FROM CONCEPT TO COMPLETION

# TABLE OF CONTENTS

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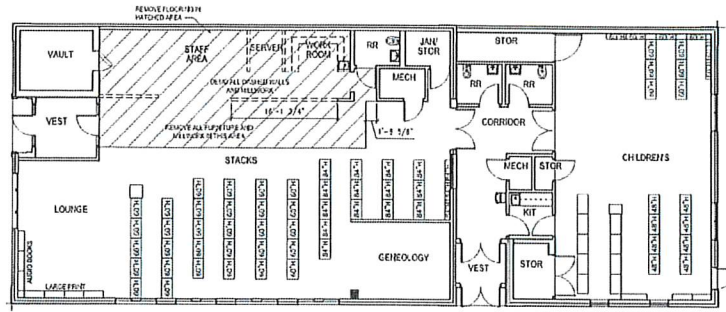
SUPPORTING DOCUMENTS

PROJECT APPROACH/BUDGET

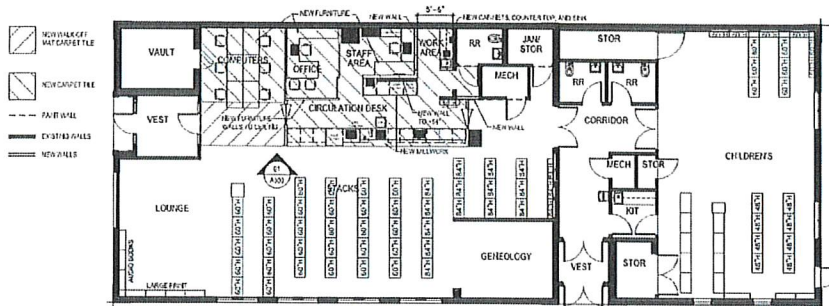
DETAILED ESTIMATE



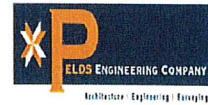
# REFERENCE DRAWINGS



02 DEMOLITION PLAN  
SCALE: 1/8" = 1'-0"



01 FLOOR PLAN  
SCALE: 1/8" = 1'-0"



# PROJECT APPROACH



## BUDGET APPROACH

- Costs are representative of a January 2020 project start.
- The costs indicated are for construction only.
- The information presented is based upon the floor plans provided by PELDS Engineering Company.
- Pricing has been determined utilizing historical cost data from similar projects escalated to today's costs.
- Cost variances should be anticipated with further project knowledge, and understanding of requirements.

## SCOPE CONSIDERATIONS

- Interior Materials
  - Gypsum walls
  - Painted Walls
  - Carpet at the Circulation
  - Modifications to ACT Ceiling

## CLARIFICATIONS(not included)

- Any exterior work
- LEED.
- Soft costs. Examples would be design fees, land acquisition, development fees, financing, other costs.
- Testing Allowances.
- Security and Access Control Allowance.
- Special Insurance Premiums.

## BASE BUDGET

- Construction Cost  
\$ 127,364
- Soft Costs  
\$ 47,070
- Total Project Costs  
\$ 174,434

## NEXT STEPS?

- Retain Estes to provide advocacy and project leadership for a successful outcome.
- Revise scope to fit potential budget constraints, prepare a budget update and review with team.
- Collaborate with designer to keep alignment with budget through pre-construction.



Project name Dallas Center Library 190419  
Estimator Ryan Haaland  
Job size 776 gsf

CSI 2004-1	CSI 2004-2	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
DIVISION 01		GENERAL REQUIREMENTS	776.00 gsf	42.26 /gsf	32,795
DIVISION 02		EXISTING CONDITIONS	776.00 gsf	7.11 /gsf	5,519
DIVISION 03		CONCRETE	776.00 gsf	1.36 /gsf	1,053
DIVISION 06		WOODS, PLASTICS & COMPOSITES	776.00 gsf	44.40 /gsf	34,451
DIVISION 08		OPENINGS	776.00 gsf	2.52 /gsf	1,952
DIVISION 09		FINISHES	776.00 gsf	15.37 /gsf	11,929
DIVISION 22		PLUMBING	776.00 gsf	3.16 /gsf	2,452
DIVISION 23		HEATING, VENTILATING & AIR CONDITIONING	776.00 gsf	7.90 /gsf	6,130
DIVISION 26		ELECTRICAL	776.00 gsf	21.06 /gsf	16,343

Estimate Totals

Description	Rate	Amount	Totals
<b>Construction Subtotal</b>		<b>112,625</b>	<b>112,625</b>
Design Contingency	5.000 %	5,631	
Permit Fees	0.600 %	709	
Business Liability Insurance	1.000 %	1,190	
Construction Fee	6.000 %	7,209	
<b>Total Construction Costs</b>		<b>14,739</b>	<b>127,364</b>
Design Fees	8.000 %	10,188	
Construction Contingency	5.000 %	6,877	
Fixtures, Furnishings & Equip		30,005	
Geotechnical Services			
Survey			
Computers and IT			
AV Systems			
Signage			
Moving Cost			
Kitchen Equipment			
Kitchen Hood			
Hazardous Material Abatement			
Document Reproduction			
Testing Services			
<b>Total Project Costs</b>		<b>47,070</b>	<b>174,434</b>
<b>Total</b>			<b>174,434</b>

THE CITY OF DALLAS CENTER, IOWA  
REQUEST FOR PROPOSAL

Design Proposals and Estimated Costs for  
Downtown Streetscape and a Green Corridor,  
connecting the 3 Major City Parks on Walnut Street

The City of Dallas Center, Iowa, requests Proposals for a Streetscape Design for the Downtown area including the intersections of 13<sup>th</sup>, 14<sup>th</sup> and 15<sup>th</sup> Streets and for the establishment of a Walnut Street Green Corridor. The Green Corridor would extend along Walnut Street, West to Mound Park and to the East, connecting to Heritage Park and Memorial Park.

The City of Dallas Center requests a Phased Plan with estimated Construction costs.

The Proposal must include the following information:

1. The name address, telephone number and email of the submitter
2. Outline of the Design Phase including City approvals and interactions
3. Design Phase deliverables, estimated time lines and costs
4. Examples of similar design project work.
5. Phased Construction cost estimates.
6. Hourly rate for changes in scope or deliverables
7. Questions are to be directed to the City Clerk.

The proposal must be submitted in writing no later than 3 o'clock on Monday, March 2, 2020, to the City Clerk at the Dallas Center City Hall at 1502 Walnut Street, PO Box 396, Dallas Center, Iowa. Proposals will be considered by the city Council at its meeting at 7 o'clock on Tuesday, March 10, 2020. The Mayor may request that the Tree Board review the Proposals and make a recommendation to the City Council.

BY ORDER OF THE CITY COUNCIL

Cindy Riesselman,  
City Clerk



**Proposed List of Vendors:**

Brett Douglass at Genus Landscape Architecture (515-284-1010)

Eric Doll with Jeffery Bruce and Co. (515-778-8397).

Matt Carlile or Jim Host at Confluence. (288-4875)

ISG—508 East Locust, DSM (515-243-9143)

**Proposed Process:**

Questions from the Vendors:

Add instructions to RFP to direct Questions to City Clerk.

Gary and Cindy determine answers. Response sent to all Vendors.

**Response Analysis:**

Proposals reviewed by Tree Board and recommendation made to the City Council of the 2 vendors to provide a presentation to City Council or ?

**Proposed Time Line:**

RFP Review by Tree Board 1-8-2020

RFP Review by City Council 1-14-2020

RFP Responses received on 3-2-2020

RFP Responses Reviewed by Tree Board 3-4-2020

Recommendation of 2 Vendors for a presentation to City Council 3-10-2020

Vendor Presentation Scheduled.

Vendor Selection

Contract review?

**Questions:**

Who should be involved in the analysis of the response?



**VEENSTRA & KIMM, INC.**

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

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

---

January 6, 2020

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

DALLAS CENTER, IOWA  
WASTEWATER TREATMENT FACILITY IMPROVEMENTS  
PARTIAL PAYMENT ESTIMATE NO. 1

Enclosed is a copy of Partial Payment Estimate No. 1 for the Wastewater Treatment Facility Improvements project for the City of Dallas Center. Partial Payment Estimate No. 1 covers work through January 7, 2020.

Partial Payment Estimate No. 1 is in the amount of \$152,760. Based on review Veenstra & Kimm, Inc. would recommend the City Council approve Partial Payment Estimate No. 1.

The writer would note the partial payment estimate includes \$61,500 in work associated with the SAGR units. This estimate is to cover the cost incurred to place the order for the equipment. This work item does not deal with the actual delivery or installation of any of the work in the newly acquired area.

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read 'H. R. Veenstra Jr.', written over a white background.

H. R. Veenstra Jr.

HRVjr:paj  
212163

Enclosure

cc: Ralph Brown, Brown, Fagen, & Rouse - 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: December 26, 2019

PAY ESTIMATE NO. 01

Project Title	Wastewater Treatment Facility Improvements Dallas Center, Iowa		Contractor	C.L. Carroll Co., Inc. 3623 6th Avenue Des Moines, Iowa 50313
Original Contract Amount & Date	\$4,092,180.00	December 26, 2019	Pay Period	12/1/19 - 1/7/20


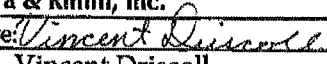
**BID ITEMS**

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	Bonds/Mobilization/Ins	LS	1	\$ 160,000.00	\$ 160,000.00	0.25	\$ 40,000.00
2	Clearing	LS	1	\$ 35,000.00	\$ 35,000.00	0.93	\$ 32,550.00
3	Blower Demo	LS	1	\$ 15,000.00	\$ 15,000.00		\$ -
4	Blower Building Conc	LS	1	\$ 55,000.00	\$ 55,000.00	0.40	\$ 22,000.00
5	Blower Bldg/Equ	LS	1	\$ 150,000.00	\$ 150,000.00		\$ -
6	Screw Pumps	LS	1	\$ 275,000.00	\$ 275,000.00		\$ -
7	Lagoon Biosolids	LS	1	\$ 135,000.00	\$ 135,000.00		\$ -
8	Lagoon Aeration	LS	1	\$ 75,000.00	\$ 75,000.00		\$ -
9	SAGR MH's	LS	1	\$ 250,000.00	\$ 250,000.00		\$ -
10	SAGR Filters	LS	1	\$ 1,500,000.00	\$ 1,500,000.00	0.0410	\$ 61,500.00
11	UV Str	LS	1	\$ 75,100.00	\$ 75,100.00		\$ -
12	UV Channels/Equ	LS	1	\$ 205,000.00	\$ 205,000.00		\$ -
13	Sampler Conc	LS	1	\$ 15,000.00	\$ 15,000.00		\$ -
14	Sampler Building	LS	1	\$ 40,000.00	\$ 40,000.00		\$ -
15	Effluent Flume Str	LS	1	\$ 55,080.00	\$ 55,080.00		\$ -
16	Effluent Flume Equ	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -
17	LE/FE Piping/MH's	LS	1	\$ 170,000.00	\$ 170,000.00		\$ -
18	SAGR Piping	LS	1	\$ 75,000.00	\$ 75,000.00		\$ -
19	Air/Water/Tile/ Misc Piping	LS	1	\$ 280,000.00	\$ 280,000.00		\$ -
20	HVAC	LS	1	\$ 42,000.00	\$ 42,000.00		\$ -
21	Electric/Generator/Controls	LS	1	\$ 475,000.00	\$ 475,000.00	0.01	\$ 4,750.00
	<b>TOTAL CONTRACT</b>				\$ 4,092,180.00		\$ 160,800.00



SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$4,092,180.00	\$ 160,800.00
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 4,092,180.00	\$ 160,800.00
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 160,800.00
Less Retained Percentage (5%)			\$ 8,040.00
Net Amount Due This Estimate			\$ 152,760.00
Less Estimate(s) Previously Approved	No.1		
	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			\$ -
Amount Due This Estimate			\$ 152,760.00

The amount \$ 152,760.00 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Signature: 	Veenstra & Kimm, Inc.	
Name: <u>JON P. RISSMAN</u>	Signature: 	Signature:
Title: <u>PRESIDENT</u>	Name: Vincent Driscoll	Name:
Date: <u>12/26/19</u>	Title: Project Manager	Title:
	Date: 1/6/2019	Date:

**RESOLUTION NO. 2020-4**

**A RESOLUTION DISPOSING OF AND EXCHANGING A PARCEL OF REAL ESTATE NOW BELONGING TO THE CITY OF DALLAS CENTER, IOWA (Parcel 19-118) FOR PROPERTY OWNED BY EBY LAND COMPANY (Parcel 19-119) WITHOUT FURTHER CONSIDERATION.**

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

**WHEREAS**, the City of Dallas Center owns the following described real estate:

Parcel 19-118 in the Northwest Corner of Section 12, Township 79 North, Range 27 West of the 5<sup>th</sup> P.M. in the City of Dallas Center, Dallas County, Iowa, as shown on the Plat of Survey filed in the office of the Dallas County Recorder in Book 2019 at Page 24876,

; and

**WHEREAS**, the City Council by the adoption of Resolution No. 2019-72 on December 10, 2019, proposed the exchange of such real estate with a parcel of real estate owned by Eby Land Company, legally described as:

Parcel 19-119 in the Northwest Corner of Section 12, Township 79 North, Range 27 West of the 5<sup>th</sup> P.M. in the City of Dallas Center, Dallas County, Iowa, as shown on the Plat of Survey filed in the office of the Dallas County Recorder in Book 2019 at Page 24877,

without further consideration; and

**WHEREAS**, after published notice (See Proof of Publication attached as Exhibit "A"), considered the proposal at a Public Hearing on February 14, 2019; and

**WHEREAS**, following the Public Hearing the Council determined that the parcel of real estate owned by the City should be exchanged for the parcel owned by Eby Land Company, without further consideration.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the City Council of the City

of Dallas Center, Iowa, convey the following described real estate:

Parcel 19-118 in the Northwest Corner of Section 12, Township 79 North, Range 27 West of the 5<sup>th</sup> P.M. in the City of Dallas Center, Dallas County, Iowa, as shown on the Plat of Survey filed in the office of the Dallas County Recorder in Book 2019 at Page 24876

to Eby Land Company, without consideration, in exchange for the Parcel 19-119 owned by Eby Land Company and that the Deed of Conveyance from the City of Dallas Center shall be by Warranty Deed.

**IT IS FURTHER RESOLVED** that the Mayor and Clerk are authorized to deliver said Warranty Deed to Eby Land Company upon receipt of its Deed to the City for Parcel 19-119.

**IT IS FURTHER RESOLVED** that the Clerk is authorized and directed to pay such costs of this transaction as may be incurred by the City, including, but not limited to surveying and recording fees.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 14<sup>th</sup> day of January, 2020.

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Michael A. Kidd, Mayor

ATTEST:

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Cindy Riesselman, City Clerk

Proof Of Publication In  
DALLAS COUNTY NEWS

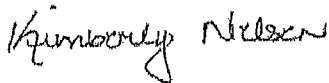
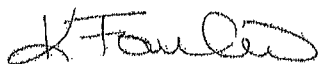
STATE OF IOWA, DALLAS COUNTY, ss.

I, Kim Fowler, on oath depose and say that I am General Manager of **The Dallas County News**, a weekly newspaper, published at Adel, Dallas County, Iowa; that the annexed printed:

**CITY OF DALLAS CENTER**

Eby Land Swap Notice

was published in said newspaper  
1 time(s) on January 2, 2020  
the last day of said publication being  
the 2nd day of January, 2020



sworn to before me and subscribed in my presence by Kim Fowler, General Manager, this the 2nd day of January, 2020

FEE: \$33.41  
AD #: 1305351  
ACCT: 29479

#1305351  
**NOTICE OF PUBLIC HEARING  
BEFORE  
DALLAS CENTER CITY COUNCIL  
ON THE DISPOSITION OF  
REAL ESTATE**

The Dallas Center City Council will hold a public hearing at 7:00 p.m. on Tuesday, January 14, 2020, in the Dallas Center Memorial Hall (above City Hall) at 1502 Walnut Street, Dallas Center, Iowa, to consider the disposition of certain real estate as proposed in the following Resolution adopted by the Council on December 10, 2019:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA,** the following proposal will be considered by the Council at a Public Hearing at 7:00 p.m. on January 14, 2020:

That the City Council of the City of Dallas Center, Iowa, dispose of and convey the following described real estate:

Parcel 19-118 in the North West Quarter of Section 12, Township 79 North, Range 27 West of the 5th P.M. in the City of Dallas Center, Dallas County, Iowa,

to Eby Land Company, in consideration of Eby Land Company conveying to the City of Dallas Center, Iowa, the following described real estate:

Parcel 19-119 in the North West Quarter of Section 12, Township 79 North, Range 27 West of the 5th P.M. in the City of Dallas Center, Dallas County, Iowa,

without further consideration.

**Legal Notice**

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Council will make a final determination on the foregoing proposal to dispose of and exchange the parcel of real estate owned by the City of Dallas Center following the Public Hearing at 7:00 p.m. on January 14, 2020, at the Dallas Center Memorial Hall (above City Hall) at 1502 Walnut Street, Dallas Center, Iowa.

Any person may attend the public hearing and express their opinions on the disposition of certain real estate described above.

Cindy Rlesseiman  
Dallas Center City Clerk

Published in the Dallas County News on January 2, 2020 (1T)





**VEENSTRA & KIMM, INC.**

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

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

---

January 7, 2020

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

DALLAS CENTER, IOWA  
FAIR VIEW DRIVE SANITARY SEWER EXTENSION  
PAY ESTIMATE NO. 5

Enclosed are three copies of Pay Estimate No. 5 for work on Fair View Drive Sanitary Sewer Extension project, under contract between the City of Dallas Center and Thorpe Water Development Co. The partial payment estimate is for the period November 30, 2019 to December 28, 2019.

We have checked the estimate and recommend payment to Thorpe Water Development Co. in the amount of \$16,678.20.

Please sign all copies of Pay Estimate No. 5 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. 5 with payment to Thorpe Water Development Co.

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:paj

212168

Enclosure

cc: Ralph Brown – w/enclosure



**VEENSTRA & KIMM, INC.**

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

Date: January 6, 2020

**PAY ESTIMATE NO. 5**



Project Title	Fair View Drive Sanitary Sewer Extension Dallas Center, Iowa		Contractor	Thorpe Water Development Co. 1485 NE 70th Avenue Ankeny, Iowa 50023
Original Contract Amount & Date	\$235,964.00	July 9, 2019	Pay Period	November 30, 2019 to December 28, 2019

**BID ITEMS**

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	12" Sanitary Sewer in Open Cut	LF	1,501	\$ 77.00	\$ 115,577.00	1501	\$ 115,577.00
2	12" Sanitary Sewer Trenchless in Casing Pipe	LF	139	\$ 398.00	\$ 55,322.00	139	\$ 55,322.00
3	Manholes	EA	8	\$ 4,100.00	\$ 32,800.00	8	\$ 32,800.00
4	Connection to Existing Manhole	EA	1	\$ 2,125.00	\$ 2,125.00	1	\$ 2,125.00
5	Video Inspection	LF	1,640	\$ 2.00	\$ 3,280.00	1,640	\$ 3,280.00
6	7" PCC Driveway	SY	140	\$ 85.00	\$ 11,900.00	140	\$ 11,900.00
7	Erosion Control	LS	1	\$ 8,800.00	\$ 8,800.00	75%	\$ 6,600.00
8	Seeding	AC	2.4	\$ 2,150.00	\$ 5,160.00		\$ -
9	Stabilizing Material	TON	20	\$ 50.00	\$ 1,000.00	20	\$ 1,000.00
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
	<b>TOTAL CONTRACT</b>				\$ 235,964.00		\$ 228,604.00

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$235,964.00	\$ 228,604.00
Approved Change Orders (list each)	No. 1		
	No. 2		
	No. 3		
	No. 4		
	No. 5		
	No. 6		
	No. 7		
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 235,964.00	\$ 228,604.00
Materials Stored			
Value of Completed Work and Materials Stored		\$	228,604.00
Less Retainage 5%		\$	11,430.20
Net Amount Due This Estimate		\$	217,173.80
Less Estimate(s) Previously Approved	No. 1	\$ 81,372.73	
	No. 2	\$ 47,834.54	
	No. 3	\$ 44,071.21	
	No. 4	\$ 27,217.12	
	No. 5		
Less Total Pay Estimates Previously Approved		\$	200,495.60
Amount Due This Estimate		\$	16,678.20

The amount \$ 16,678.20 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: Thorpe Water Development Co.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Dallas Center
		
Signature VP	Signature H. R. Veenstra Jr. Project Manager	Signature
Title 1/7/20	Title January 7, 2020	Title
Date	Date	Date



January 9, 2020

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

DALLAS CENTER, IOWA  
SHALLOW WELL NO. 11  
REVIEW OF BIDS

The City of Dallas Center received bids until 2:00 P.M. on January 9, 2020 for Shallow Well No. 11. A total of three bids were received as follows:

<u>Contractor</u>	<u>Total Bid</u>
The Northway Corporation	\$328,518
Thorpe Water Development Co.	\$331,288
Cahoy Well and Pump Service	\$388,419

The apparent low bid was submitted by The Northway Corporation of Waukee, Iowa in the amount of \$328,518.

The bid security that was submitted by The Northway Corporation did not follow the form required in the Specifications. The language in the Bid Bond provided by The Northway Corporation varies from the language in the Bid Bond required by the City.

The language in the Bid Bond is currently being reviewed by City Attorney Ralph Brown. If Ralph Brown recommends the City can waive any irregularity in the Bid Bond the City can consider the bid by The Northway Corporation. If the City Attorney determines the irregularity in the Bid Bond cannot be waived, the bid security provided by The Northway Corporation would then be invalid and the City cannot consider the low bid.

The City Council will be asked to confirm the decision on the Bid Bond prior to considering any action on the award of contract.

The engineer's estimate of cost for the project was \$255,970. The low bid by The Northway Corporation was approximately 28% above the engineer's estimate of cost. The cost for the well components of the bid by The Northway Corporation were very similar to the engineer's estimate of cost. The primary differences are in the electrical work and the site improvements.

Cindy Riesselman  
January 9, 2020  
Page 2

Veenstra & Kimm, Inc. is contacting The Northway Corporation to determine if there are any changes in the project scope that can be considered to reduce the cost. Some of the modifications that may be considered would include deleting the standby generator from the original construction contract and addressing the standby power at a later date, reusing the electrical service to old Well No. 4 rather than extending a new electrical service across Midland Trail and potential reductions in the cost of the site work. The writer will report on the results of those discussions as soon as that information is made available. That information is not likely to be available until January 13<sup>th</sup> or January 14<sup>th</sup>.

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read "H. R. Veenstra Jr.", is written over the typed name.

H. R. Veenstra Jr.

HRVJr:kld  
212173

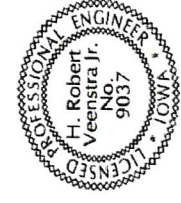
Enclosure

cc: Ralph Brown, Brown, Fagen, & Rouse - w/enclosure

**BID TABULATION**  
**DALLAS CENTER, IOWA**  
**WATER SYSTEM IMPROVEMENTS**  
**SHALLOW WELL NO. 11**

1. Construct Water System Improvements Shallow Well No. 11 project for the following unit and lump sum prices:		The Northway Corporation* 100 N 6th Street Waukege, Iowa 50263		Thorpe Water Development Co. 1485 NE 70th Avenue Ankeny, Iowa 50023		Cahoy Well and Pump Service P.O. Box 72; 200 Grant Street Marne, Iowa 51552			
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	New Well								
1.1.1	Mobilization	LS	1	xxxx	15,500.00	xxxx	25,300.00	xxxx	36,515.00
1.1.2	Drill Hole - 36" Dia.	LF	58	225.00	13,050.00	173.00	10,034.00	185.00	10,730.00
1.1.3	Casing Pipe - 12" Dia.	LF	49	65.00	3,185.00	90.00	4,410.00	60.00	2,940.00
1.1.4	Well Screen - 12" Dia.	LF	8	350.00	2,800.00	374.00	2,992.00	388.00	3,104.00
1.1.5	Gravel Pack	LS	1	xxxx	4,000.00	xxxx	4,140.00	xxxx	5,800.00
1.1.6	Cement Grout	LS	1	xxxx	3,800.00	xxxx	3,220.00	xxxx	7,900.00
1.2	Pump Test Set Up	LS	1	xxxx	1,500.00	xxxx	4,150.00	xxxx	5,230.00
1.3	Well Development	LS	1	xxxx	2,500.00	xxxx	3,910.00	xxxx	1,500.00
1.4	Test Pumping	HR	24	225.00	5,400.00	160.00	3,840.00	150.00	3,600.00
1.5	Well Pump	LS	1	xxxx	10,000.00	xxxx	16,340.00	xxxx	15,500.00
1.6	Pileless Adapter	LS	1	xxxx	18,778.00	xxxx	21,878.00	xxxx	15,800.00
1.7	Discharge Column Pipe - 3" Dia.	LF	50	10.00	500.00	20.00	1,000.00	30.00	1,500.00
1.8	Sitework	LS	1	xxxx	49,565.00	xxxx	49,565.00	xxxx	105,000.00
1.9	Meter Pit	LS	1	xxxx	26,000.00	xxxx	24,719.00	xxxx	29,750.00
1.10	4" Water Main - Open Cut	LF	55	190.00	10,450.00	180.00	9,900.00	130.00	7,150.00
1.11	4" Water Main - Directional Bored	LF	50	230.00	11,500.00	218.00	10,900.00	180.00	9,000.00
1.12	Gate Valve - 4"	EA	1	2,050.00	2,050.00	1,947.00	1,947.00	2,100.00	2,100.00
1.13	Connection to Existing System	LS	1	xxxx	8,900.00	xxxx	8,467.00	xxxx	3,900.00
1.14	Electrical	LS	1	xxxx	139,040.00	xxxx	124,576.00	xxxx	121,400.00
<b>TOTAL CONSTRUCTION COST (ITEMS 1 - 14)</b>					<b>\$328,518.00</b>		<b>\$331,288.00</b>		<b>\$388,419.00</b>

\* Bid read under advisement pending a determination of the adequacy of the bid security.



I hereby certify that this is a true tabulation of bids received on January 9, 2020 by the City of Dallas Center, Iowa.

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

My license renewal date is December 31, 2020

**RESOLUTION NO. 2020-5**

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE WATER SYSTEM IMPROVEMENTS – WELL NO. 11**

**WHEREAS**, on the 10<sup>th</sup> day of December, 2019, plans, specifications, form of contract and estimate of costs were filed with the Clerk for the construction of certain public improvements described in general as the Water System Improvements - Well No. 11; and

**WHEREAS**, notice of hearing on plans, specifications, form of contract and estimate of costs 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:**

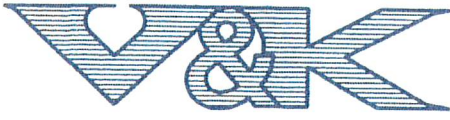
Section 1. That the plans, specifications, form of contract and estimate of costs are hereby approved as the plans, specifications, form of contract and estimate of costs for the public improvements, as described in the preamble of this Resolution.

**PASSED AND APPROVED** this 14<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
Michael A. Kidd, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Riesselman, City Clerk



**VEENSTRA & KIMM, INC.**

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

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

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January 9, 2020

Ralph Brown  
Brown, Fagen & Rouse  
502 15<sup>th</sup> Street  
P.O. 250  
Dallas Center, Iowa 50063

DALLAS CENTER, IOWA  
SHALLOW WELL NO. 11  
THE NORTHWAY CORPORATION  
FORM OF BID BOND

Enclosed is a copy of the Bid Bond provided by The Northway Corporation for Shallow Well No. 11. Bidders must use the Bid Bond Form included in the Specifications for the project. The Bid Bond provided by The Northway Corporation and its surety is on a form provided by the surety and is not the form set forth in the Specifications.

When bids were opened on January 9, 2020 the bid from The Northway Corporation was read under advisement pending a determination whether the bid security is adequate. By reading the bid under advisement relative to the bid security the City will need to determine whether the bid security irregularity with respect to the Bid Bond Security can be waived or if the irregularity cannot be waived. If the irregularity is determined not to be of the type that can be waived the bid security would be considered invalid and the bid from The Northway Corporation would not be considered.

The form of the Bid Bond provided by The Northway Corporation varies from the form of the Bid Bond prescribed by the City in the project Specifications. Under the City Bid Bond form the penal sum of the Bid Bond is 10% of the bid. If the Contractor fails to enter into contract the City is entitled to recover the full 10% of the bid as the value of the Bid Bond.

Under the Bid Form provided by The Northway Corporation the City's recovery is limited to the lesser of the difference between The Northway Corporation's bid and the next low bidder or the face value of the Bid Bond. In this instance the difference between The Northway Corporation's bid and the Thorpe Well Development Co. bid is \$2,770, or significantly less than the \$32,851.80 value of the Bid Bond.



Ralph Brown  
January 9, 2020  
Page 2

Based on the spread between the bids, if The Northway Corporation is awarded contract and does not enter into contract the City's recovery is limited to \$2,770.

Under the Bid Bond provided by The Northway Corporation the City's cost exposure is effectively limited to The Northway Corporation's bid as the Bid Bond would make up the difference between the two low bidders. However, under the City's Bid Bond Form the City would recover the full face value of the bid.

As a practical matter there is no alternative under which the City could recover the full 10% of the amount of the Bid Bond from The Northway Corporation. The only options available to the City are to waive any irregularity and award The Northway Corporation bid security valid or to determine the bid security as inadequate. If the City considers the bid security inadequate the apparent low bidder on the project becomes Thorpe Water Development Co. If the City determines the Bid Bond Form to not be valid the City would have no recovery under the Bid Bond and the City would award contract for the \$331,288 low bid by Thorpe Water Development Co.

The issue of the improper Bid Bond Form arises from time to time. In the writer's experience most cities determine this irregularity in the bid security is waivable and proceed to consider the low bid. However, the writer has some clients that interpret the Bid Bond Form requirement literally and reject any alternative Bid Form.

Given the circumstances it would appear the more appropriate course of action would be to determine any irregularity would be waivable and to consider the bid security adequate.

The writer suggests the City Council take action either to waive any irregularity in the Bid Bond or to determine the bid security is inadequate.

Ralph Brown  
January 9, 2020  
Page 3

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVJr:kld

212173

Enclosure

cc: Cindy Riesselman - w/enclosure



**UNITED FIRE & CASUALTY COMPANY**  
 118 Second Avenue SE, PO Box 73909  
 Cedar Rapids, Iowa 52407-3909 319-399-5700  
 (A Stock Company)

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we  
 THE NORTHWAY CORPORATION DBA NORTHWAY WELL AND PUMP COMPANY

4895 8TH AVE, MARION, IA 523023832

as Principal, hereinafter called the Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Dallas Center

1502 Walnut Street, Dallas Center, IA 50063

as Obligee, hereinafter called the Obligee, in the sum of Ten and 00/100 Percent of the Bid Amount Dollars (\$ 10%), for the payment of which sum well and truly to be made, the said principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Water System Improvements  
 Shallow Well No. 11

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of JANUARY, 2020.

THE NORTHWAY CORPORATION DBA NORTHWAY WELL AND PUMP COMPANY

Alexandra Kinnead  
 (WITNESS)

By [Signature] (Seal)  
 (PRINCIPAL)  
President  
 (TITLE)

[Signature]  
 (WITNESS)

UNITED FIRE & CASUALTY COMPANY (Seal)  
 (SURETY)  
 By [Signature]  
 (ATTORNEY-IN-FACT)

MELISSA K LOWN



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Bond No.:  
 Obligee: City of Dallas Center 1502 Walnut Street, Dallas Center, IA 50063

UNITED FIRE GROUP  
 FIDELITY & SURETY  
 UNITED FIRE GROUP  
 FIDELITY & SURETY

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JIM-BOUSLOG, KATIE LUEHRSMANN, MELISSA-K. LOWN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire May 7th, 2020 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 7th day of January, 2020



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*  
 Vice President

State of Iowa, County of Linn, ss:  
 On this 7th day of January, 2020 before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 7th day of JANUARY, 2020.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C, UF&I & FPIC

BPOA0053 1217

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401



## **VEENSTRA & KIMM, INC.**

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

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

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January 13, 2020

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

### DALLAS CENTER, IOWA SHALLOW WELL NO. 11 PROPOSED COST REDUCTIONS

Following receipt of bids on January 9, 2020 for Shallow Well No. 11 Veenstra & Kimm, Inc. has been reviewing possible modifications to the project to reduce the overall cost of the project. Based on that review two modifications to the project have been identified.

The first modification is to delete the standby generator from the well project. The automatic transfer switch will be installed, but purchase and installation of the generator will be deferred. The City has been planning to install generators at several of the wells. With this change the Well No. 11 generator purchase and installation will be addressed as part of the overall program of installing standby power at the wells.

The Northway Corporation has proposed a \$35,000 reduction in the contract price to delete the installation of the generator. Based on review this price appears to be reasonable.

The second change deals with the raw water transmission main that extends from the well to the City's main raw water transmission main located on the east side of Midland Trail. The original design included the installation of a new 4-inch raw water main. This raw water main was proposed based on the age and potential condition of the existing Well No. 4 raw water transmission main.

Brian Slaughter has confirmed the 4-inch raw water transmission main for Well No. 4 appears to be intact and extends into the old Well No. 4 well house. The second modification would be to modify the raw water transmission main for new Well No. 11 to extend directly north to connect to the existing Well No. 4 raw water transmission main rather than extending easterly across Midland Trail. This change reduces the length of the raw water transmission main by 60 feet. The reduction includes 50 feet of raw water main Dallas County indicated must be directionally bored in place and 10 feet of raw water main installed in open cut.

Cindy Riesselman  
January 13, 2020  
Page 2

C.  
1320  
(ATS)

At the unit prices in the contract deleting the raw water main directionally bored in place reduces the cost of the project by \$11,500. Shortening the open cut construction decreases the contract price by \$1,900. Based on the unit price this change decreases the cost of the project by \$13,400.

The writer would note this change should be at the unit price in the contract. However, it is possible The Northway Corporation may request some minor offset to reflect its overhead and profit on these two items of work that are being deleted from the contract. The writer has requested The Northway Corporation to confirm whether it is in agreement with deleting the work at the unit prices in the contract.

Assuming The Northway Corporation is willing to delete the water main at the unit prices in the contract the total reduction in the bid price for the project would be \$48,400. Based on the bid received the adjusted contract price would be \$280,118.

Veenstra & Kimm, Inc. is in discussions with The Northway Corporation concerning a possible alternate site for the fill material to construct the well berm. It is possible the alternate site could result in some additional reduction in the contract price. The Northway Corporation is proposing to subcontract the fill construction of the berm and is waiting a response from its subcontractor or whether this alternate site would result in any cost reduction to the project.

For your information enclosed is a draft copy of Change Order No. 1. This change order would incorporate the modifications relative to the generator and the raw water transmission main. The change order is being transmitted for information purposes and subject to confirmation by The Northway Corporation the cost modifications are agreeable.

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or at bveenstra@v-k.net.

VEENSTRA & KIMM, INC.

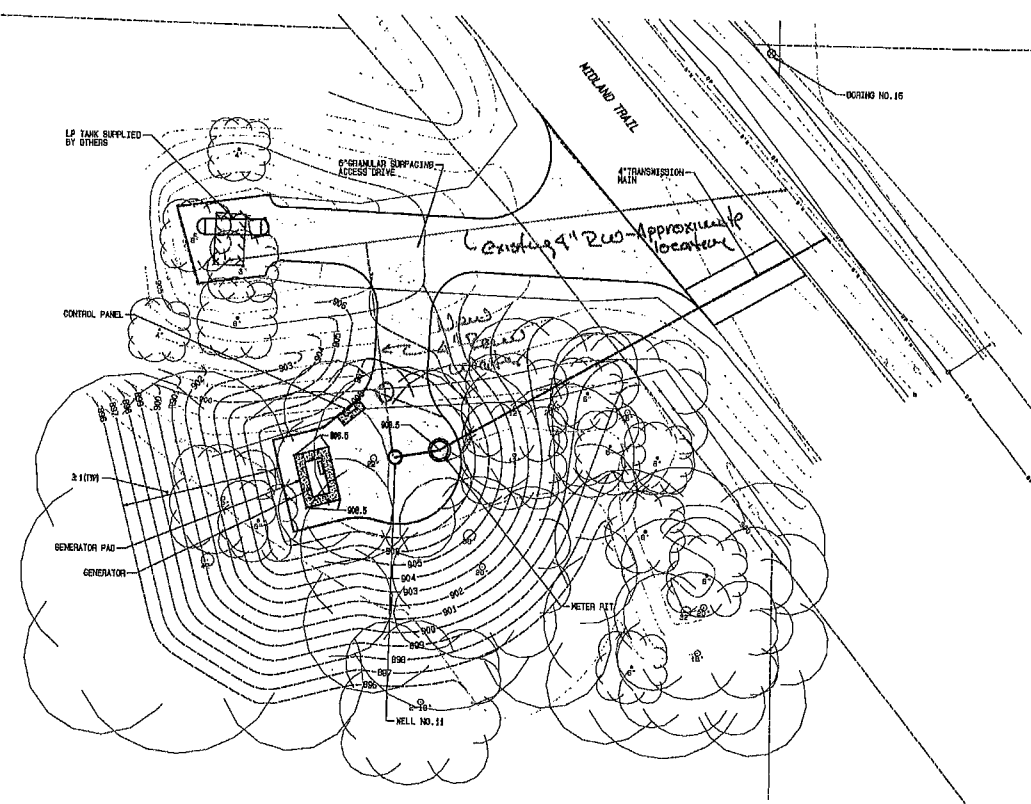


H. R. Veenstra Jr.

HRVJr:paj  
212173  
Enclosure

cc: Ralph Brown, Brown, Fagen, & Rouse - w/enclosure

PLANNING AND DESIGN SERVICES, INC. 11/15/18 10:00 AM



**NOTES**  
 1. SEED AREAS DISTURBED BY INSTALLATION OF CONNECTOR MAIN AND WELL SITE AS SPECIFIED.  
 2. PLACE 6\"/>



CONTROL POINT	COORDINATES	BENCHMARK	ELEVATION	DATE	REVISIONS	SCALE	NOTE	DRG. NO.
						AS SHOWN		4



**GRADING PLAN**

**VEENSTRA & BUNN, INC.**  
 3000 Madison Parkway • 11401 Deer Meadow, Suite 200 • 20966-1338  
 515.235.9000 • 515.235.7846 (FAX) • 800.251.8000 (TOLL FREE)

PROJECT #26172

**RESOLUTION NO. 2020-6**

**RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT  
FOR THE WATER SYSTEM IMPROVEMENTS – WELL NO. 11**

**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 Water System Improvements - Well 11, described in the plans and specifications heretofore adopted by this Council on January 14, 2020, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:

Amount of Bid:

Portion of project: , All construction

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 14<sup>th</sup> day of January, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk



**RESOLUTION NO. 2020-7**

**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND  
BOND FOR THE WATER SYSTEM IMPROVEMENTS – WELL NO.  
11**

**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 Water System Improvements-Well No. 11, 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

**PASSED AND APPROVED** this 14<sup>th</sup> day of January, 2020.

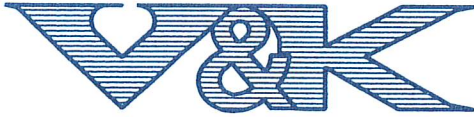
---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk



December 16, 2019

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

DALLAS CENTER, IOWA  
HATTON AVENUE STORM SEWER EXTENSION  
CONSTRUCTION ADMINISTRATION SERVICES  
LETTER AGREEMENT FOR SERVICES

At its meeting on December 10, 2019 the Dallas Center City Council awarded contract to Vanderpool Construction, Inc. for the Hatton Avenue Storm Sewer Extension project. To keep the overall project cost within the available funding it is Veenstra & Kimm, Inc.'s understanding the City will be providing the daily construction observation services for the project. It is understood the City is requesting Veenstra & Kimm, Inc. to provide construction staking and administration services for the project.

This letter is to set forth the scope of services and fee proposal for construction staking and construction administration services. The services to be provided under this Agreement include the following:

1. Construction staking of the storm sewer and street restoration.
2. Schedule and conduct preconstruction conference.
3. Review and process shop drawings and contractor submittals.
4. Review and process partial payment estimates.
5. Review and process any necessary change orders on the project.
6. Respond to questions and inquiries from the contractor and City staff during construction of the project.
7. Prepare appropriate correspondence and documentation during construction of the project.
8. Such other general administrative services as may be determined appropriate during construction of the project.

Veenstra & Kimm, Inc. would propose to provide the construction staking and construction administrative services on an hourly fee basis with a maximum not to exceed fee. The maximum not to exceed fee for services for the staking and construction administration for the Hatton Avenue Storm Sewer Extension project would be \$5,300.00.

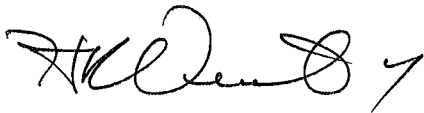
Cindy Riesselman  
December 16, 2019  
Page 2

Services under this Agreement will be billed and payable monthly during the course of construction of the project.

If this Agreement is satisfactory to the City this proposal can be made an Agreement by executing the Agreement as provided below and returning one copy of the signed Agreement to the writer.

If you have any questions or need additional information concerning this proposal or the project, please contact the writer at 225-8000, or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:paj  
212175

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

CITY OF DALLAS CENTER, IOWA

By \_\_\_\_\_



---

December 16, 2019

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

DALLAS CENTER, IOWA  
HATTON AVENUE STORM SEWER EXTENSION  
CONSTRUCTION ADMINISTRATION SERVICES  
LETTER AGREEMENT FOR SERVICES

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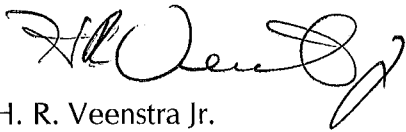
Cindy Riesselman  
December 16, 2019  
Page 2

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If you have any questions or need additional information concerning this proposal or the project, please contact the writer at 225-8000, or at [bveenstra@v-k.net](mailto:bveenstra@v-k.net).

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVjr:paj  
212175

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

CITY OF DALLAS CENTER, IOWA

By \_\_\_\_\_

## Cindy Riesselman

---

**From:** Jared Higley <Jared.Higley@dallascountyiowa.gov>  
**Sent:** Tuesday, December 31, 2019 3:22 PM  
**To:** Cindy Riesselman  
**Cc:** Jeff Ockerman; Al Miller; Mary Cline; Melinda Harney; Mitch Hambleton  
**Subject:** Drainage District #76 Transfer of Control to City of Dallas Center  
**Attachments:** Drain76 within Dallas Center corp.pdf

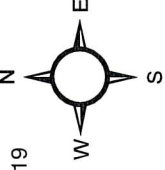
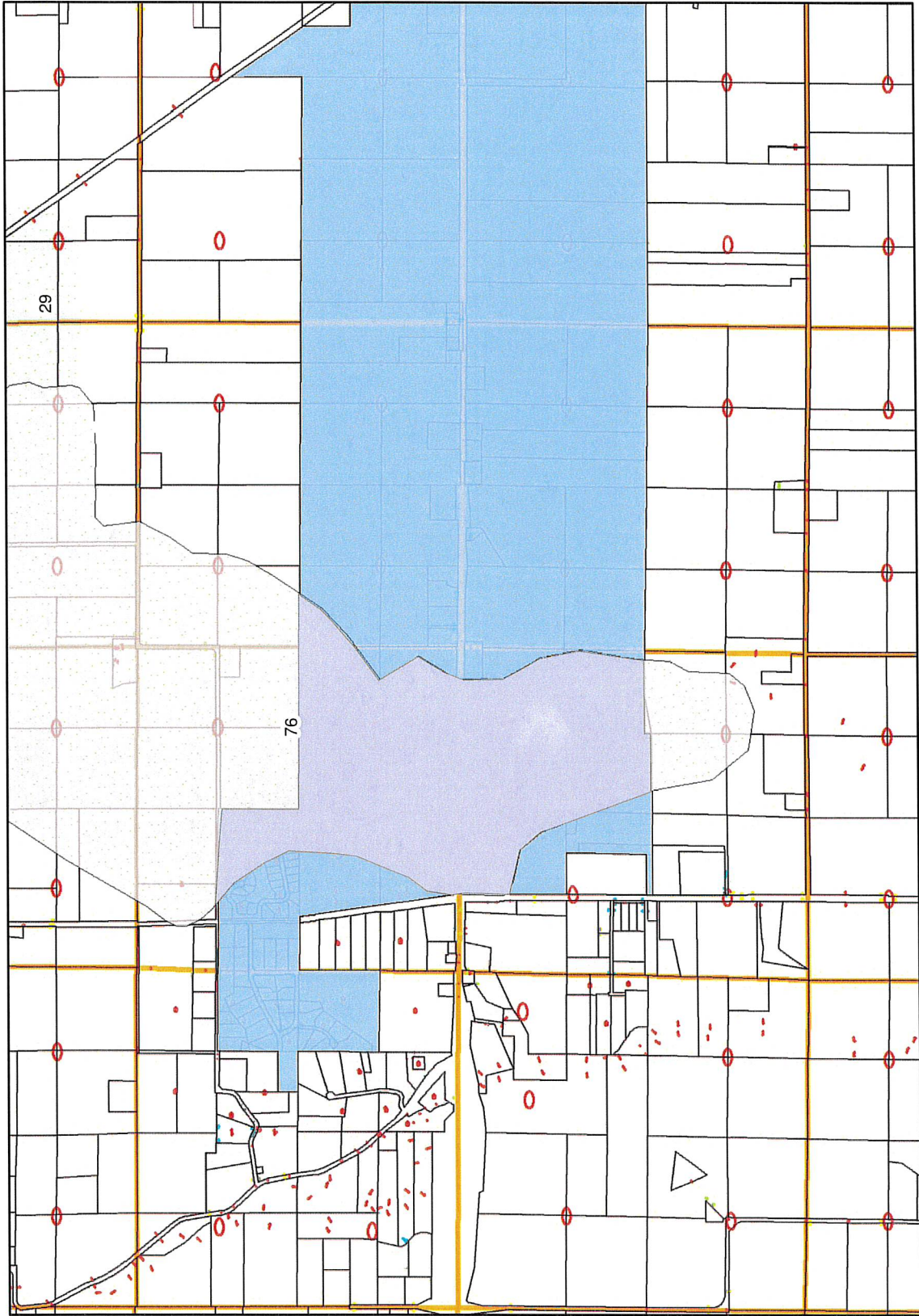
**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Cindy,

After speaking with our County Engineering Department, and a review by our Real Estate GIS Supervisor, it has been determined that based on the measured acres of how we are currently showing the boundary of Drainage District #76, more than 25% is within the City of Dallas Center. Iowa Code 468.322 allows the County Board of Supervisors to transfer control of any drain by resolution to the city if more than 25% is located within the corporate limits of the city. Iowa Code 468.323 allows the transfer to take place "not less than thirty nor more than ninety days after the adoption of the resolution when the transfer of control shall take effect". It is our plan to have the Board consider this transfer by resolution on Tuesday, January 14, 2020, at their regularly scheduled meeting at 9:00am at 902 Court St in Adel. If approved, the transfer of control to the City of Dallas Center will be scheduled for March 6, 2020. To whom should the check be written for the balance of the drainage district (\$2,514.48)? And to whom should I send the list of current property owners that reside within said district?

Thank you,

**JARED HIGLEY  
DEPUTY AUDITOR  
DALLAS COUNTY AUDITOR'S OFFICE  
210 N 10<sup>TH</sup> ST  
ADEL, IA 50003  
515.993.6893**



Date: 12/31/2019

Dallas Center Corp - Approx. 3379.98 AC  
 Drain #76 - Approx. 1411.51 AC  
 DD76 within DC - Approx. 453.72 AC

- DD#76 within Dallas Center corp
- Drain #76
- Dallas Center

**32.144% of drain is within city boundary**

CS89, §468.309  
2013 Acts, ch 30, §111

468.310 through 468.314 Reserved.

**PART 3**  
**DRAINAGE OR LEVEE DISTRICTS**  
**EMBRACING PART OR WHOLE**  
**OF CITY**

Referred to in §331.502, 468.345, 468.397, 468.500, 468.506

**468.315 Authority to include city.**

A county board of supervisors has the same power to establish a drainage or levee district that includes the whole or any part of a city as the county board does to establish a district located wholly outside a city, including providing for the assessment of damages and benefits within a city. However, a county board of supervisors shall not do any of the following:

1. Establish a drainage or levee district located wholly within the corporate limits of a city, unless the city consents by resolution adopted by its city council.
2. Establish a district for sanitary sewer purposes.

[S13, §1989-a38; C24, 27, 31, 35, 39, §7627; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.1]

89 Acts, ch 126, §2  
CS89, §468.315  
2004 Acts, ch 1075, §1, 2

**468.316 Inclusion of city — notice.**

Notice of the filing of the petition for such district and the time of hearing thereon, shall set forth the boundaries of the territory included within such city and directed to the city clerk and the owners and lienholders of the property within such boundaries without naming individuals, to be served in the same manner as notices where the district is wholly outside of such city.

[S13, §1989-a38; C24, 27, 31, 35, 39, §7628; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.2]

89 Acts, ch 126, §2  
CS89, §468.316  
Service of notice, §468.15 et seq.

**468.317 Assessments — notice.**

When the streets, alleys, public ways, or parks or lots or parcels including railroad rights-of-way of any city, or city under special charter, so included within a levee or drainage district, will be beneficially affected by the construction of any improvement in such district, it shall be the duty of the commissioners appointed to classify and assess benefits to estimate and return in their report the percentage and assessment of benefits to such streets, alleys, public ways, and parks, or lots or parcels including railroad rights-of-way and notice thereof shall be served upon the clerk of such city, irrespective of the form of government, and upon owners of lots, parcels, and railroad rights-of-way so assessed.

[S13, §1989-a38; C24, 27, 31, 35, 39, §7629; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.3]

89 Acts, ch 126, §2  
CS89, §468.317

**468.318 Objections — appeal.**

The council or clerk of such city or individual owners may file objections to such percentage and assessment of benefits in the time and manner provided in case of landowners outside

such city, and th  
reference to sucl  
[S13, §1989-a3  
§459.4]

89 Acts, ch 126  
CS89, §468.318  
Objections, §468.45; aj

**468.319 Assess**  
Such assessme  
time as assessme  
[S13, §1989-a3  
§459.5]

89 Acts, ch 126  
CS89, §468.319

**468.320 Bonds**  
The board of st  
issuing improvem  
assessment for b  
conferred upon th  
[S13, §1989-a38  
§459.6]

89 Acts, ch 126  
CS89, §468.320  
Certificates and bonds,

**468.321 Fundir**  
Such cities may  
assessment again.  
[C24, 27, 31, 35  
89 Acts, ch 126  
CS89, §468.321

**468.322 Jurisdi**  
If the board of s  
of the total area o  
any city, that the  
the district's drain  
purposes, the boa  
district, including  
[C24, 27, 31, 35,  
89 Acts, ch 126,  
CS89, §468.322  
Referred to in §468.323

**468.323 Reques**  
When a county b  
as provided in sect  
than thirty nor mc  
control shall take  
and a copy thereo  
of the drainage di  
[C24, 27, 31, 35,  
89 Acts, ch 126,  
CS89, §468.323  
Referred to in §468.324



such city, and they shall have the same right to appeal from the finding of the board with reference to such assessment.

[S13, §1989-a38; C24, 27, 31, 35, 39, §7630; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.4]

89 Acts, ch 126, §2  
CS89, §468.318  
Objections, §468.45; appeals, §468.83 et seq.

**468.319 Assessments — interest.**

Such assessment as finally made shall draw interest at the same rate and from the same time as assessment against lands.

[S13, §1989-a38; C24, 27, 31, 35, 39, §7631; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.5]

89 Acts, ch 126, §2  
CS89, §468.319

**468.320 Bonds, certificates, and waivers.**

The board of supervisors and the city council shall have the same power in reference to issuing improvement certificates or drainage bonds and executing waivers on account of such assessment for benefits to streets, alleys, public ways, parks, and other lands as is herein conferred upon the board of supervisors in reference to assessment for benefits to highways.

[S13, §1989-a38; C24, 27, 31, 35, 39, §7632; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.6]

89 Acts, ch 126, §2  
CS89, §468.320  
Certificates and bonds, §468.70 et seq.

**468.321 Funding bonds.**

Such cities may issue their funding bonds for the purpose of securing money to pay any assessment against it as provided by law.

[C24, 27, 31, 35, 39, §7633; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.7]

89 Acts, ch 126, §2  
CS89, §468.321

**468.322 Jurisdiction relinquished.**

If the board of supervisors of any county at any time finds that twenty-five percent or more of the total area of any established drainage district is located within the corporate limits of any city, that the district's drains are wholly or partially constructed of sewer tile, and that the district's drain or drains are needed or being used by the city for storm sewer or drainage purposes, the board may by resolution transfer to the city control of the entire drainage district, including the portion outside the corporate limits of the city.

[C24, 27, 31, 35, 39, §7634; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.8]

89 Acts, ch 126, §2  
CS89, §468.322  
Referred to in §468.323

**468.323 Request for relinquishment.**

When a county board of supervisors elects to transfer control of a drainage district to a city, as provided in section 468.322, the resolution effecting the transfer shall state a time not less than thirty nor more than ninety days after adoption of the resolution when the transfer of control shall take effect. The resolution shall be certified to the governing body of the city and a copy thereof filed by the county auditor, who shall spread the same upon the records of the drainage district.

[C24, 27, 31, 35, 39, §7635; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.9]

89 Acts, ch 126, §2  
CS89, §468.323  
Referred to in §468.324

...e or levee district  
...establish a district  
...ages and benefits  
...ie following:  
...ate limits of a city,

73, 75, 77, 79, 81,

...ng thereon, shall  
...rected to the city  
...s without naming  
...is wholly outside

73, 75, 77, 79, 81,

...cluding railroad  
...levee or drainage  
...it in such district,  
...enefits to estimate  
...ch streets, alleys,  
...nd notice thereof  
...nment, and upon

73, 75, 77, 79, 81,

...such percentage  
...downers outside

**468.324 Duty to accept.**

It shall be the duty of the governing body of any city to accept control of and thereafter to administer a drainage district properly transferred to the city, commencing on the date specified in the resolution of the county board of supervisors certified to the governing body as provided in section 468.323, or at such later date as may be agreed to by the county board upon request of the governing body.

[C24, 27, 31, 35, 39, §7636; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.10]  
89 Acts, ch 126, §2  
CS89, §468.324

**468.325 Jurisdiction of municipality.**

After the drainage district has been taken over by the city, it shall have complete control thereof, and may use the same for any purpose that said city through its city council deems proper and necessary for the advancement of the city or its health or welfare, and the city shall be responsible for the maintenance and upkeep of said drainage district only from and after its relinquishment by the board of supervisors to the city.

[C24, 27, 31, 35, 39, §7637; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.11]  
89 Acts, ch 126, §2  
CS89, §468.325

**468.326 City council to control district.**

The council of any city acting under the provisions of this part shall have control, supervision and management of the district, and shall be vested with all of the powers which are now or may hereafter be conferred on the board of supervisors for the control, supervision and management of drainage districts under the laws of this state within the said district unless otherwise specifically provided.

[C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §459.12]  
89 Acts, ch 126, §2  
CS89, §468.326

**468.327 Trustee control.**

A district formed pursuant to this part, under the control of a city council, may be placed under the control and management of a board of trustees as provided in subchapter III of this chapter. Each trustee shall be a citizen of the United States not less than eighteen years of age and a bona fide owner of benefited land in the district for which the trustee is elected. If the owner is a family farm corporation as defined by section 9H.1, subsection 9, a business corporation organized and existing under chapter 490 or 491, or a partnership, a stockholder or officer authorized by the corporation or a general partner may be elected as a trustee of the district.

84 Acts, ch 1040, §1  
C85, §459.13  
89 Acts, ch 126, §2  
CS89, §468.327  
90 Acts, ch 1205, §14; 93 Acts, ch 126, §4

**468.328 through 468.334 Reserved.**

**PART 4**

**HIGHWAY DRAINAGE DISTRICTS**

Referred to in §468.3, 468.397

**468.335 Establishment.**

Whenever, in the opinion of the board of supervisors, it is necessary to drain any part of any public highway under its jurisdiction, and any land abutting upon or adjacent thereto, it

may proceed with in all other respect  
[SS15, §1989-b, 71, 73, 75, 77, 79, 89 Acts, ch 126, CS89, §468.335

**468.336 Powers**

Such district, w districts, and all pa [SS15, §1989-b, - 71, 73, 75, 77, 79, 89 Acts, ch 126, CS89, §468.336

**468.337 Initiation**

When the board o of a highway drain be placed upon its highway or highway or adjacent land an to assessment for st [SS15, §1989-b; C §460.3] 89 Acts, ch 126, § CS89, §468.337

**468.338 Engineer**

The board shall a is appointed, the en the county engineer provided for in this j [SS15, §1989-b, -b. 81, §460.4] 89 Acts, ch 126, §2 CS89, §468.338

**468.339 Survey an**

The engineer shall i being governed in al particularly any porti portion of either or be including lands and r will be benefited by c within the boundaries [SS15, §1989-b1; C §460.5] 89 Acts, ch 126, §2 CS89, §468.339

**468.340 Assessment**

The commission for determine and report: 1. The separate an road system.



## ORDINANCE NO. 540

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, TO INCREASE THE WATER RATE CHARGED BY THE CITY.

BE IT ENACTED BY THE CITY COUNCIL of the City of Dallas Center, Iowa, that:

SECTION 1. Section 92.02 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended to read as follows:

92.02 RATES FOR SERVICE. Water service shall be furnished at the following rates within the City:

1. Metered Service: Effective February 16, 2020, \$9.63 per 1,000 gallons used per month, but not less than \$28.89 per month. Effective January 16, 2021, \$9.92 per 1,000 gallons used per month, but not less than \$29.76 per month. Effective January 16, 2022, \$10.22 per 1,000 gallons used per month, but not less than \$30.65 per month.
2. Bulk Sales: Effective February 16, 2020, \$9.63 per 1,000 gallons. Effective January 16, 2021, \$9.92 per 1,000 gallons. Effective January 16, 2022, \$10.22 per 1,000 gallons.
3. Annual Adjustment of Metered Service and Occasional (Bulk) User Charges. Effective January 16, 2023, and on each successive January 16 thereafter, the rate per 1,000 gallons per month, the minimum monthly charge, and the occasional (bulk) user charges set out in subsections 1 and 2 of this section shall be increased by three percent (3%), rounded to the next whole penny, from the prior year, until such time as the rates are changed by action of the Council. The Council shall review the rates for water service at least every two years to ensure that the water system generates adequate revenues to pay the costs of operation and maintenance, including replacement.

**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 effect from and after its final passage, approval, and publication as provided by law, but in no event will it apply to service prior to February 16, 2020.

Passed by the City Council on the 14<sup>th</sup> day of January, 2020, and approved on the 14<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
Michael A. Kidd, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Riesselman, City Clerk

## ORDINANCE NO. 544

### 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 \$22.56 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 February 15, 2020.

Passed by the City Council on the 14<sup>th</sup> day of January, 2020, and approved the 14<sup>th</sup> day of January, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk

## RESOLUTION NO. 2020-9

### A RESOLUTION ADOPTING AN UPDATED EMPLOYEE DRUG AND ALCOHOL TESTING POLICY HANDBOOK, PURSUANT TO RESOLUTION 96-5

**WHEREAS**, it is the City's intent to (a) continue to promote a safe and secure work environment, free of illegal drug use and alcohol abuse and (b) comply with all United States Department of Transportation rules and regulations (49 CFR Part 40), the Drug Free Workplace Act of 1988, the Americans With Disabilities Act and the Family and Medical Leave Act; and

**WHEREAS**, on January 9, 1996, this Council adopted a policy to establish a drug and alcohol testing program for certain employees using a commercial drivers license during work, which was subsequently updated to the City's current Drug and Alcohol Policy, and

**WHEREAS**, it is necessary for the Council to again update the policy by adopting the Employee Drug and Alcohol Testing Policy Handbook, January 1, 2020, Revision, a copy of which is attached to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the Employee Drug and Alcohol Testing Policy Handbook, January 1, 2020, Revision, is hereby approved and adopted.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 14<sup>th</sup> day of January, 2020.

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Michael A. Kidd, Mayor

ATTEST:

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Cindy Riesselman, City Clerk



# **City of Dallas Center**

## **EMPLOYEE DRUG & ALCOHOL TESTING POLICY**

### **HANDBOOK**

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**January 1<sup>st</sup>, 2020 revision**

## **CITY OF DALLAS CENTER** **DOT Drug and Alcohol Policy**

**CITY OF DALLAS CENTER** (hereinafter referred to as “**CITY OF DALLAS CENTER**”) has a vital interest in the safety and well being of our employees as well as the general public. It is well recognized that individuals who use illegal drugs or abuse alcohol are more likely to have workplace accidents, incur greater amounts of lost time, and perform their jobs in a substandard manner.

Therefore, it is the **CITY OF DALLAS CENTER**'S intent to continue to promote a safe and secure work environment, free of illegal drug use and alcohol abuse. It is also our intent to comply with all U.S. Department of Transportation rules and regulations (49 CFR Part 40), the Drug Free Workplace Act of 1988, the Americans with Disabilities Act and the Family and Medical Leave Act.

All applicants will be notified of the **CITY OF DALLAS CENTER**'S drug and alcohol testing policy at the time they apply for a position with **CITY OF DALLAS CENTER**. Anyone possessing a valid CDL will comply with the following rules and regulations. Any questions or concerns regarding the **CITY OF DALLAS CENTER**'S Drug and Alcohol Policy shall be directed to the Designated Employee Representative (DER) Cindy Riesselman @ 515-992-3725..

The goal of the **CITY OF DALLAS CENTER**'S policy and the testing of employees are to ensure a drug and alcohol-free work environment, to reduce and help eliminate drug and alcohol related accidents, injuries, fatalities and property damage.

The following conduct is prohibited:

- Employees are prohibited from using, being under the influence, or possessing illegal drugs or any look alike substances that may mimic the effects of other illicit substances. Substances such as these may not be regulated or scheduled by the FDA/DEA, but still pose safety or job performance issues within the workplace.
- Employees are prohibited from using or being under the influence of legal drugs that can adversely affect their ability to work safely.
- Employees are prohibited from buying, selling, soliciting to buy or sell, transport or possess illegal drugs while on or in the **CITY OF DALLAS CENTER**'S time or property.
- Employees are prohibited from using alcohol within 4 hours of performing a safety sensitive function.
- Storing any prohibited substance in a locker, desk, vehicle or other repository on the **CITY OF DALLAS CENTER**'S premises or refusing to submit to a search.
- Employees are prohibited from using or being under the influence of alcohol at any time while on duty, 8 hours post accident, or until tested post accident.

- Employees are prohibited from possessing ANY amount of alcohol (including medications or over-the-counter remedies containing alcohol) while on duty. This is a new DOT regulation.
- Testing positive for drugs and/or alcohol while on duty.
- Refusing to be tested for drugs and/or alcohol when circumstances warrant.
- Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled.
- Reporting for duty or remaining on duty to perform a safety-sensitive function with an alcohol concentration of 0.04 or greater.

NOTE: A driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 may not perform, nor be permitted to perform, safety-sensitive functions for at least 24 hours.

An employee who violates this policy may be subject to disciplinary action by the CITY OF DALLAS CENTER up to and including termination.

#### Prescription / Over-The-Counter Medications

Employees should use both prescription and over-the-counter medications in the prescribed manner and must be kept in the container in which they were received from the pharmacy or original packaging. Employees are encouraged to discuss their job functions / duties with their medical provider prior to the medical provider prescribing medications that may have potential adverse effects posing a safety risk to the employee or others. Employees using prescriptions that may cause side effects or who are under the influence of any prescribed medication may advise their manager of that fact before reporting to work. If a potential side effect could cause an unsafe condition in the workplace, the CITY OF DALLAS CENTER may determine that the employee cannot work. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

#### Assistance to Employee in Overcoming Alcohol or Drug Abuse

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced personal, family and social disruption. The CITY OF DALLAS CENTER encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. The decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employees' responsibility.

The CITY OF DALLAS CENTER will pay for pre-employment, post-accident, reasonable suspicion and random testing. Any counseling and testing (return-to-work and follow-up) as the result of a positive test will be at the employee's expense. In the event that the CITY OF DALLAS CENTER requires the employee to participate in a treatment/ rehabilitation program to retain their employment, CITY OF DALLAS CENTER shall pay all actual costs for drug or alcohol screening/testing of the employee.

Voluntary requests for assistance from the EAP will not prevent disciplinary action for violation of this alcohol and drug abuse policy. Employees who undergo voluntary counseling or treatment pursuant to a referral by the CITY OF DALLAS CENTER and who continue to work, must meet all established standards of conduct and job performance.

#### Confidentiality

Employee test results are confidential. Test results and other confidential information will only be released to the employer and the substance abuse professional. Any other release of this information is only with the employee's consent as mandated by the D.O.T. 49 CFR §40.321.

#### Introduction

This handout provides a general overview of the Department of Transportation regulations on drug and alcohol use. A review of the effects of alcohol and certain drugs on the body is also included. Throughout this handout "substance abuse" will be used in place of the terms "alcohol abuse" or "drug abuse" in reference to both substances. Chemical dependency comprises all chemicals, whether they are controlled substances or alcohol.

#### CITY OF DALLAS CENTER Time and Premises

Includes but is not limited to all property (real or personal), whether owned, leased or used by the CITY OF DALLAS CENTER. This policy also includes any other locations, such as job-sites or mode of transportation to and from those locations/job-sites while in the course and scope of employment.

#### Who is covered by the Drug and Alcohol Regulations?

All drivers that operate a commercial motor vehicle, as defined in 49 CFR §382.107, which requires a driver holding a commercial driver's license, are subject to the Drug and Alcohol testing requirements in 49 CFR Parts 40 and 382. This includes, but is not limited to: full time, regularly-employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors.

#### What is a Safety-Sensitive Function?

Safety-sensitive functions for operators of commercial motor vehicles (CMV) are listed under §382.107.

A safety-sensitive function means all time from the time a driver begins work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- ❖ All time at an employer terminal, facility, or on any public property or job-site, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- ❖ All time inspecting equipment as required by §392.7 and §392.8 of this subchapter or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- ❖ All time spent at the driving controls of a commercial motor vehicle in operation;

- ❖ All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of §393. subchapter);
- ❖ All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- ❖ All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### What Tests are required and When Will I Be Tested?

There are five situations where testing is done to determine the presence of alcohol and/or drugs.

#### 1) Pre Employment - Post Offer Testing

When: A controlled substances test is required before a new hire or a person transferring into a driving position

from elsewhere in the company can perform any safety-sensitive function. Education will be provided to all employees regarding the effects of drugs and alcohol, signs and symptoms of a drug or alcohol problem, information regarding assistance for abuse problems and testing requirements. §382.601.

#### 2) Post Accident *Alcohol* Testing when any of the following conditions are met:

- If there is a fatality.
- If the driver of a CITY OF DALLAS CENTER truck receives a citation under state or local law within 8 hours for a moving violation arising from the accident and if the accident involved:
  - Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident OR
  - One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- At the discretion of the CITY OF DALLAS CENTER management following an accident.

Alcohol testing MUST be done within 2 hours of the accident. If the test cannot be performed within 2 hours, the employer must prepare a record stating why the test wasn't given. If the test cannot be performed within 8 hours, the employer should not give the test and must prepare a record stating why the test could not be given within that time.

#### Post Accident *Drug* Testing when any of the following conditions are met:

- If there is a fatality.

- If the driver of a CITY OF DALLAS CENTER truck receives a citation under state or local law within 32 hours for a moving violation arising from the accident AND if the accident involved:
  - Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident OR
  - One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Post-accident drug testing must be performed within 32 hours. If the test cannot be performed within 32 hours, the employer should not give the test and must prepare a record stating why the test could not be given within that time.

Nothing in the regulations should delay medical attention for those who are injured. The employer must provide the necessary information and instructions to allow the driver to be tested or to get emergency medical care.

A driver subject to post-accident alcohol testing must remain available for testing. Not remaining available for testing is considered a refusal to test.

The employer must provide drivers with necessary post-accident information, procedures, and instructions BEFORE the driver operates a commercial motor vehicle.

A driver who refuses to submit to post accident drug testing may be terminated.

Immediately notify your company's DER.

### 3) Random Testing

When: Random testing for alcohol must be completed just before, during, or immediately after performing a safety-sensitive function. Random testing for drugs can be done anytime you are at work for your employer. Once you are notified that you have been selected for testing, you must proceed immediately to the test site.

Unannounced random testing is required for a certain percentage of drivers each year. The tests must be reasonably spaced throughout the year. The random selection process must ensure that each driver has an equal chance of being tested each time selections are made. One method is a computer-generated system using social security number, payroll identification number, or other identifying number.

Testing rates are as follows:

10% of the average number of driver positions must be randomly tested for alcohol during the year.

25% of the average number of driver positions must be randomly tested for controlled substances during the year.

NOTE: DOT will change the testing rates. The testing rates were changed 1/2016.

Once you are notified that your name is included in the random selection you must report to the collection site IMMEDIATELY.

A driver who refuses to submit or tests positive for drugs and/or alcohol may be terminated.

#### 4) Reasonable Cause

When: If the employer has reason to believe that your behavior or appearance may indicate alcohol or drug use. Observations for alcohol testing must be made just before, during or just after the performance of a safety-sensitive function. Observations for drug testing will be made at any time while you are at work for your employer.

Employees, while on CITY OF DALLAS CENTER premises or job-site, are required to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or similar repositories, etc., when management has a reasonable suspicion that (1) the employee possesses a prohibited substance; or (2) the employee ingested a prohibited substance.

A driver will be required to submit to a drug and/or alcohol test when reasonable suspicion exists. §382.307 Reasonable suspicion exists when a driver's appearance, speech, or odors of breath and/or body, or physical symptoms indicate drug and/or alcohol use. Observations must be personally observed and documented by at least one CITY OF DALLAS CENTER trained official. A "trained official" is one who has undergone at least 2 hours of education, which included behavioral, physical, speech, and performance indicators of possible drug and/or alcohol use.

#### 5) Return-to-Duty and Follow-up Tests

When: Return-to-duty testing is required for drivers who tested positive for drugs, failed an alcohol test, or refused to take a drug or alcohol test. In order to return to performing safety-sensitive functions an alcohol concentration of less than 0.02 and/or a negative drug test is required. There are also referral, evaluation and treatment requirements that must be met.

When: Follow-up testing is required for drivers who tested positive for drugs, failed an alcohol test, or refused to take a drug or alcohol test. The regulations call for a minimum of six (6) follow-up tests during the first year back in a safety-sensitive position, in addition to the random tests. However, follow-up testing can continue for up to five (5) years.

Only the Substance Abuse Professional can set the number, frequency and length of time that follow-up testing is required.

Should the CITY OF DALLAS CENTER choose to retain the driver, all Return-To-Duty and Follow-up testing will be at the employee's expense.

#### **What Happens if I Refuse to Be Tested?**

As part of the alcohol and drug regulations, you must submit to alcohol and drug testing. A refusal to test is treated the same as a positive test. If you refuse to be tested, you cannot continue to

perform safety-sensitive functions and are subject to disciplinary action, up to and including termination.

“Refusal” occurs when:

- You fail to appear for any test within a reasonable time
- You fail to remain at the testing site until the testing process is complete
- You fail to provide:
  - A urine specimen for drug testing
  - A saliva or breath specimen for alcohol testing
- You fail to provide enough urine and there is no medical explanation for the failure
- In the case of a directly observed or monitored drug test collection, you fail to permit the observation or monitoring of your provision of the specimen;
- You fail or decline taking a second drug test when directed by an employer or collector.
- You fail to undergo a medical examination or evaluation as part of:
  - The verification process for drug testing or as directed by the designated employer representative (DER);
  - “shy bladder” procedures for drug testing
  - Insufficient breath procedures for alcohol testing.
- You fail to cooperate with any part of the testing process.

A verified adulterated or substituted drug test is also considered a refusal to test.

### **Testing Procedures**

Once notified to report for testing, a CDL driver must report to the collection site immediately (For additional information on the collection, please refer to: [www.transportation.gov/odapc](http://www.transportation.gov/odapc)).

### **How is Drug Testing Done?**

DOT drug testing only recognizes urinalysis as a valid means for drug testing. If problems are identified, a driver may be required to retest under direct observation. All drug testing is conducted by a trained collection site person in an appropriate, private setting. The urine sample will be collected at your place of employment or at a certified collection site. A driver is only permitted three hours to produce a urine specimen. Leaving the collection site before the process has been completed may be declared a “refusal.” In addition, if unable to provide a specimen as required, a driver is subject to the “shy bladder” evaluation that can result as a refusal due to the absence of a medical condition as deemed by the medical review officer (MRO). If in the ‘shy bladder’ situation, the driver has up to five days to obtain an evaluation from a licensed physician that contains a medical reason for the failure to provide a urine sample that would be acceptable to the medical review officer (MRO). The MRO must receive a copy of the evaluation and related medical records, and will decide whether the test is cancelled or declared a refusal. The regulations governing this process, including individual responsibilities are found in 49 CFR [§40.193](#) and [§40.195](#). The drug test collection must be in compliance with 49 CFR Part 382, and 49 CFR Part 40 of the regulations.



Once tested, the laboratory will report the analysis to a MRO. If the analysis indicates a positive result, the MRO will contact the driver to determine whether there are circumstances that would explain the positive result. If there are none, the MRO will report a positive result to the employer.

### **How is Alcohol Testing Done?**

All alcohol testing is conducted by a trained technician in a private setting using an evidential breath-testing device (EBT). In compliance with Title 49 Part 40 and part 382 of the regulations.

The Department of Transportation (49 CFR Part 40) is harmonizing with HHS guidelines and will test for the following drugs: (5 panels with expanded opioids) (1) Marijuana, (2) Cocaine, (3) Phencyclidine (PCP), (4) Amphetamines (includes Methamphetamines, MDMA, and MDA) (5) Opioids (Codeine/Morphine, 6-AM (Heroin), Hydrocodone/Hydromorphone, and Oxycodone/Oxymorphone.

### **What are the Consequences of Violating the Alcohol or Drug Prohibitions?**

If you fail an alcohol test:

- You must be removed from all safety-sensitive functions.
- You will not return to a safety-sensitive function until an evaluation by a substance abuse professional (SAP) has been done, you have complied with prescribed treatment, and you pass a return-to-duty test. You are then subject to six follow-up tests in the first 12 months after your return to duty and will be subject to follow-up testing for up to five years.
- You will not return to safety-sensitive duties for at least 24 hours if alcohol concentration is determined to be 0.02 or greater but less than 0.04.
- If you fail an alcohol breath test you may be subject to disciplinary action, up to and including termination.

If you test positive for drug(s), or have a verified adulterated or substituted test result:

- You must be removed from all safety-sensitive functions.
- You will not return to a safety sensitive function until an evaluation by a substance abuse professional (SAP) has been done, you have complied with prescribed treatment, and you pass a return-to-duty test. You are then subject to six follow-up tests in the first 12 months after your return to duty and will be subject to follow-up testing for up to five years.
- If you fail a drug test you may be subject to disciplinary action, up to and including termination.

**NOTE : A confirmed positive test results will be mailed to the terminated employee by the employer, by certified mail, return receipt requested.**

The drug and alcohol regulations require that your employer advise you of the resources available for appropriate treatment for alcohol and drug use. For a list of certified SAP's, go to [www.saplist.com](http://www.saplist.com) However, the regulations do not require an employer to pay for rehabilitation or to hold a job open for your while you undergo treatment.

Before you can return to safety-sensitive functions, you must:

- Have an alcohol test of less than 0.02 and/or a verified negative drug test (depending on the violation).
- Have complied with prescribed treatment.
- You must then complete a minimum of six (6) follow-up tests within the first year back to work. (Follow-up testing can be done for up to five (5) years after returning to safety-sensitive functions.)

#### Self-admission of Alcohol and Drug Use

The regulations include a provision that allow an employer to establish a program that lets a driver voluntarily admit to drug use or alcohol abuse without DOT consequences.

#### **FMCSA Clearinghouse**

The FMCSA Clearinghouse is an electronic database that will contain information about commercial motor vehicle drivers' drug and alcohol program violations. FMCSA regulations require the CITY OF DALLAS CENTER to inform drivers and driver-applicants that the following information will be reported to the Clearinghouse (beginning 1/16/2020):

1. A verified positive, adulterated, or substituted drug test result;
2. An alcohol confirmation test with a concentration of 0.04 or higher;
3. A refusal to submit to a drug or alcohol test required by FMCSA regulations;
4. An employer's report of actual knowledge of:
  - a. On duty alcohol use (see 49 CFR § 382.205);
  - b. Pre-duty alcohol use (see 49 CFR § 382.207);
  - c. Alcohol use following an accident (see 49 CFR § 382.209);
  - d. Controlled substance use (see 49 CFR § 382.213);
5. A substance abuse professional's report of the successful completion of the return-to-duty process;
6. A negative return-to-duty test; and,
7. An employer's report of completion of follow-up testing

## SIGNS AND SYMPTOMS OF DRUG AND ALCOHOL USAGE

Drug Name	Substances Detected in Urine	What to Look For & Physical Symptoms	Dangers	Time Detectable in Urine
<b>Amphetamines</b> ●Uppers ●Speed ●Meth ●Dexies ●Crank ●black Beauties	Methamphetamine, Amphetamine	Tablets of varying colors, possible chain smoking, long periods without rest or sleep. Loss of appetite, irritability, rapid speech, tremors, mood elevations	Disorientation, severe depression, paranoia, possible hallucinations, increase in blood pressure, fatigue	1-2 Days
<b>Cocaine</b> ●Coke ●Crack ●Flake ●White Candy ●Free Base ●Toot ●Blow	Benzoylcegonine	Glassine envelopes, razor, small spoons, odorless, bitter white crystalline powder, granular rocks, short-lived euphoria changing to depression, irritability, nervous, tightness of muscles	Shallow breathing, fever, anxiety, tremors, possible death from convulsions or respiratory arrest	1-3 Days
<b>Marijuana</b> ●Dope ●Pot ●Reefer ●Joint ●Grass ●Blow	11-Nor-delta9-tetrahydrocannabinol-9-carboxylic acid THC	Plastic baggies, rolling paper, 'roach' clips, odor of burnt rope. Altered perception, dilated pupils, lack of concentration and coordination, craving for sweets, increased appetite, laughter	Psychological dependence, increased heart rate, impaired short-term memory, anxiety, lung damage, possible psychosis with chronic use	Occasional use: 1-3 days Chronic use: Up to 30-60 days
<b>Opiates</b> ●Heroin (smack, horse, junk) ●Morphine ('M', Miss Emma) ●Codeine (school boy)	Codeine, Morphine	Glassine Envelopes, needles and syringes, caps or spoons, tourniquets, needle marks on arms. Insensitivity to pain, euphoria, sedation, nausea, vomiting, itchiness, water eyes, running nose)	Lethargy, weight loss, hepatitis, slow and shallow breathing, possible death	1-3 Days
<b>Phencyclidine</b> ●Angel Dust ●Devil Stick ●PCP ●Dummy Dust	Phencyclidine	Liquid Capsules. White or brown powder can be put on paper stamps, sugar cubes, cigarettes or joints. May be injected. Increased pulse and heart rate, blood pressure and temperature. Mood and perception alteration possible, paranoia, panic, anxiety, nausea, tremors, suicidal urge	Unpredictable behavior, flashbacks, possible emotional instability and psychosis, hallucination	Occasional use: 1-3 days Chronic use: Up to 30 days
<b>Barbiturates</b> ●Downers ●Dolls ●Reds ●Tuinal ●Rainbows ●Yellows ●Blues ●Goof Balls	Secobarbital Phenobarbital Pentobarbital Butobarbital Amobarbital	Capsules of varying colors, longer periods of rest or sleep, dizziness, cold and clammy skin. Depression, decreased alertness and muscle control, intoxication and slurred speech, drowsiness	Rigidity and painful muscle contraction, emotional instability, possible overdoses and death, especially when mixed with alcohol	Pentobarbital and others 1-3 Days Phenobarbital: 1-3 Weeks
<b>Benzodiazepines</b> Downers	Diazepam Chlordiazepoxide Oxazepam Nordiazepam Temazepam	Oral/Injection. Slurred speech, disorientation, drunken behavior without odor of alcohol	Shallow respiration, cold and clammy skin, dilated pupils, weak and rapid pulse, coma, possible death	1-7 Days
<b>Methadone</b> ● Done ●Dolophine ●Methadose	Methadone	Tablets. Liquid injection. Euphoria, drowsiness, respiratory depression, constricted pupils, nausea	Slow, shallow breathing, clammy skin, convulsions, coma, possible death	1-3 Days

<b>Methaqualone</b> ●Ludes ●Quaaludes	Methaqualone	Tablets. Slow heart rate and breathing, lowered blood pressure. Sleepiness, feeling of well being, loss of coordination, dizziness, impaired perception, confusion, later hangover		1-3 Days
<b>MDMA</b> ●Ecstasy ●Adam ●XTC ●MDA ●MDE ●X	Methylenedioxymethamphetamine	Tablets. Euphoria, confusion, anxiety, sleeplessness, drug craving and paranoia. Used at all night RAVE dance parties	Muscle tension, teeth clenching, nausea, tremors, rapid eye movement, chills, possible death	1-2 Days
<b>Propoxyphene</b>	Propoxyphene	Tablets, capsules. Dizziness, drowsiness, headache, euphoria, dysphoria	Skin rash & other allergic reactions occur occasionally and may be accompanied by drug fever and mucosal lesion, stupor or coma; convulsions, respiratory depression	1-3 Days
<b>Buprenorphine</b> ●Buprenex ●Temgesic	Buprenorphine	Pinpoint pupils, extreme drowsiness, dizziness, blurred vision, slowed breathing		1-6 Days
<b>Alcohol</b>	Ethanol	Dulled mental processes, Lack of coordination, Odor of alcohol on breath, Pupils will be constricted, Sleepy condition, Slowed reactions, Slurred speech, Anxiety or jumpiness, Shakiness or trembling, sweating, nausea and vomiting, insomnia, Irritability, headache	depression, anxiety, and suicide, Social problems, liver damage, Inflammation of the esophagus, Aggravation of peptic ulcers, Acute and chronic pancreatitis, Malabsorption of food nutrients that will lead to malnutrition, Heart attack, Hypertension, Stroke Immune system depression, Brain damage (dementia, blackouts, seizures, hallucinations, peripheral neuropathy).	Varies - up to 8 hours
<b>Oxycodone</b>	Hydrocodone/Hydromorphone, Oxycodone/Oxymorphone	Tablets of varying colors, Insensitivity to pain, euphoria, sedation, nausea, vomiting, itchiness, water eyes, running nose	Carelessness, confusion, depression, apathy, drowsiness, low blood pressure, poor coordination, slow breathing rate	1-4 days

OR MORE INFORMATION OR ASSISTANCE YOU CAN TRY SOME OF THE FOLLOWING SOURCES:

Cocaine Anonymous: (800) 347-8998

Center for Substance Abuse: (800) WORKPLACE

National Clearinghouse for Alcohol and Drug Abuse: (800) 729-6686

NIDA's treatment Hotline: (800) 662-HELP

Some helpful and interesting websites are:

EMPLOYEE ACKNOWLEDGEMENT FORM

The undersigned, Employee of CITY OF DALLAS CENTER, does hereby acknowledge that, pursuant to United States Department of Transportation (DOT) Regulations, the undersigned will be subject to testing on a random basis for alcohol, illegal drugs or drugs taken for non-medical purposes. I hereby consent to participate in the drug and alcohol testing program.

The undersigned acknowledges receipt of CITY OF DALLAS CENTER'S, drug and alcohol abuse policy and that it is my responsibility to read and understand the policy.

I understand that this policy is intended to supersede and replace all previous employee handbooks, manuals and policy statements, whether oral or written, issued by CITY OF DALLAS CENTER

I hereby provide consent to conduct a limited query per 49 CFR Part 382 of the FMCSA Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about me exists in the Clearinghouse. I am consenting to multiple limited inquires throughout the duration of my employment.

I understand that if the limited query conducted indicates that drug or alcohol violation information about me exists in the Clearinghouse a full query will be ran. Per §382.701 the FMCSA will not disclose that information without first obtaining additional electronic consent from me authorizing a full Query to be ran within 24 hours.

I further understand that if any limited query reveals that the Clearinghouse contains information regarding any violations, I must grant electronic consent with the 24-hour period (via the Clearinghouse website) for the company to obtain my full Clearinghouse record. A refusal to provide consent to conduct a full query of the Clearinghouse will result in City of Dallas Center prohibiting me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

Signature of this page is mandatory or I will be removed from all safety sensitive positions and possible job termination.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Employee SS#

2020-10



# O'KEEFE ELEVATOR COMPANY, INC.

ONE O'KEEFE CENTER 1402 JONES STREET OMAHA, NEBRASKA 68102-3218 (402) 345-4056 FAX (402) 345-4055

January 8, 2020

City of Dallas Center  
1502 Walnut  
Dallas Center, IA 50063

Subject: 2020 upgrades – State ID #2141

Kathy:

Thank you for reaching out to us regarding the recent upgrade needed on the elevator in your facility.

Under this proposal, O'Keefe will furnish the labor and material to perform the following:

- Remove the elevators from operation.
- Install a new emergency light.
- Install a new door restrictor.
- Install an ADA phone.
- Test for proper operation.

Our fee to perform the work as described above will be FOUR THOUSAND NINE HUNDRED EIGHTY-EIGHT AND 11/100 DOLLARS (\$4,988.11) plus applicable taxes. All work is to be performed during the normal working hours of the elevator trade.

When approved, please sign and return one copy to our Omaha office to initiate the order. If you have any questions, please contact me at 515-314-1485, or use my e-mail address cclark@okeefe-elevator.com.

This proposal is submitted for acceptance within SIXTY (60) days from date executed by us.

This proposal, together with the TERMS AND CONDITIONS PRINTED ON THE BACK HEREOF and which are expressly made a part of this proposal and agreed to when signed and accepted by the Purchaser and approved by an authorized representative of O'Keefe Elevator Company, Inc. shall constitute exclusively and entirely the contract between the parties, and all prior representations or agreements, whether written or verbal, not incorporated herein, are superseded. No changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties.

Respectfully submitted,

O'KEEFE ELEVATOR COMPANY, INC.

Signed and  
Accepted By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Claire Clark –Sales Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CC/amh

CEDAR RAPIDS  
(319) 366-1525

DAVENPORT  
(563) 322-8546

DES MOINES  
(515) 283-2471

GRAND ISLAND  
(308) 381-7300

LINCOLN  
(402) 464-6307

SIOUX CITY  
(712) 255-5107

Form NR500 (09/07)  
IOWA CITY  
(319) 341-8139

## TERMS AND CONDITIONS

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.
  2. It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated.
  3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.
  4. We retain title to all equipment supplied by us under this contract and a security interest therein (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension thereof, shall have been made. In the event of any default by you in the payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.
  5. We shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.
  6. Certificates of Workmen's Compensation, Bodily Injury, and Property Damage Liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.
  7. We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.
  8. We shall not be liable for any loss, damage, or delay caused by acts of Government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other causes beyond our control, and in no event shall we be liable for consequential damages.
  9. Should loss of or damage to our material, tools, or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.
  10. If any drawings, illustration, or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
  11. The Purchaser agrees to pay, as an addition to the contract price, the amount of any applicable sales and use taxes, permit fees, and licenses imposed upon us as an elevator contractor as of the date of this proposal or by any law enacted after the date of this proposal.
  12. Payments shall be made as follows: Net cash on completion if the work is completed within a thirty-day period; if the work is not completed within a thirty-day period, payment shall be due on the first day of each month for ninety percent of the value, based on contract prices, of labor and materials incorporated in the work and of materials ready for delivery or suitably stored at the site or other agreed-upon location, up to and including the last day of the preceding month, less the aggregate of previous payments; and upon substantial completion of the work, a sum sufficient to increase the total payments to ninety percent of the contract price. If, after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract prices, of the uncompleted portion. The remainder of the contract price shall be due and payable upon completion of the work. If there is more than one unit in this contract, final payments shall be made separately as each unit is completed. In the event of any default by you in the payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable, irrespective of the acceptance by us of notes from you or extension of time for payment. We reserve the right to discontinue our work at any time until payments have been made as agreed and we have assurance satisfactory to us that the subsequent payments will be made as they become due. Any monies not paid when due shall bear interest at the legal rate in force at the place of the project.
  13. We warrant the work performed by us under this contract against defects in materials for a period of ninety days from the date each elevator is completed and placed in operation. In the event of a claim, you must give us prompt notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for the cost of work done by others; nor shall we be responsible for equipment to which revisions, additions, or alterations have been made by others. This warranty is in lieu of any other liability for defects. **WE MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS CONTRACT, NOR ARE THERE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE.** Like any piece of fine machinery, this equipment should be periodically inspected, lubricated and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, and adjustment due to normal use, beyond that included in the contract; nor will we correct, without charge, breakage, maladjustments, or other trouble arising from abuse or misuse of the equipment, improper or unbalanced power supply characteristics, improper or inadequate maintenance, trouble due to acts of God, or any other causes beyond our control.
- If the equipment installed by us under this contract is deemed to be a consumer product, and we, a supplier and Purchases, are a consumer under Title I of Public Law 93-637, known as the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act, then the implied warranties required by such act shall be limited in duration to the same period of time as the expressed warranty set forth herein and this entire warranty is designated as LIMITED.
- We shall in no event be liable for damages or delay or for any consequential, special, or contingent damages or breach of warranty.
- If there is more than one unit in this contract, this section shall apply separately to each unit as completed and placed in operation.
14. Purchaser understands and agrees that we shall not be held liable for the condition, design, application, or compliance with applicable codes of any equipment not furnished under this contract. We reserve the right to remove and retain all elevator equipment that has been replaced or new materials not used in construction unless otherwise stated.
  15. We reserve the right to furnish our most modern equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards.
  16. All previous communication between the parties thereto, whether written or verbal, with reference to the subject matter of this contract, are hereby abrogated and this contract, when duly accepted and approved, constitutes the agreement between the parties hereto and no modification of this agreement shall be binding upon the parties hereto or either of them unless such modifications shall be in writing, duly accepted by the purchaser, and approved by us.
  17. Any changes in the building to meet any local or state building or electrical codes are to be made by the purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the purchaser. We shall not, under any circumstances, be liable for any redecorating that may be necessary upon the completion of our work.
  18. PURCHASER AGREES TO GIVE O'KEEFE ELEVATOR COMPANY, INC. WRITTEN NOTICE WITHIN TWENTY-FOUR HOURS OF ANY ACCIDENT, ALTERATION, OR CHANGE AFFECTING THE EQUIPMENT, TO DISCONTINUE IMMEDIATELY THE EQUIPMENT FROM OPERATION WHEN IT BECOMES UNSAFE OR OPERATES IN A MANNER WHICH MIGHT CAUSE INJURY TO A USER THEREOF, AND TO MAINTAIN SURVEILLANCE OF THE EQUIPMENT FOR SUCH PURPOSES and further agrees to keep the elevator pit(s) and motor room(s) clear and free from water and rubbish, and to refrain from using the elevator rooms for storage.
  19. Purchaser expressly understands and agrees that, in consideration of our performing the service herein specified at the price stated, to indemnify, defend, and save us harmless from and against any and all claims, demands, suits, proceedings, or recoveries made or brought against us at any time, whether before or after final acceptance, and from an against all expenses, legal or otherwise, which we may sustain on account of or in connection with, or arising out of any injury to any person or persons (except our employees) and/or any loss or damage to property, in any way due to or arising out of the presence, use, operation, repair, maintenance, or removal of said elevators or any of them, irrespective of the manner in which such injury, loss, or damage was caused. It is further understood and agreed that we shall not be held responsible or liable in any way for any loss, damage, detention, or delay caused by accidents, labor disputes, strikes, lockouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond our control, or any event, for consequential damages. No work, service, or liability on our part, other than specifically mentioned herein, is included or intended.
  20. Purchaser agrees to notify O'Keefe Elevator Company, Inc. in writing of any change in ownership, lesser, lessee, or management of the subject premises at least thirty (30) days prior to such changes. Failure to notify shall not negate responsibility of payment(s).
  21. Purchaser agrees to pay for any work requested by him which is not included in this contract; such work to be billed at our usual billing rates.
  22. If there is more than one unit in this contract, these terms and conditions shall apply separately to each unit.
  23. In the event the Purchaser's acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

2020-11

## FEDERAL EXCESS EQUIPMENT AGREEMENT

This cooperative agreement, made and entered into the 27<sup>th</sup> day of **September, 2019**, by and between the Iowa Department of Natural Resources Forestry Section (hereinafter referred to as "DNR Forestry") and **Dallas Center Fire Department (2503) of Dallas County** (hereinafter referred to as the "Cooperator").

**WITNESSETH THAT:**

**WHEREAS**, the control of timber, grass and wildland fires in, and adjacent to, suburban areas is essential to an effective fire control program, and

**WHEREAS**, the Cooperator is actively engaged in the prevention and suppression of all fires in, and adjacent to, suburban areas, and

**WHEREAS**, the Cooperator can more adequately carry out this function if additional equipment is available, and

**WHEREAS**, DNR Forestry can obtain excess military units which may be converted into fire fighting equipment that can be made available to other agencies involved in fire control work, and

**WHEREAS**, it has been determined to be advantageous to the parties of this agreement to make certain equipment available to the Cooperator

The parties to this agreement do hereby agree as follows:

**DNR Forestry AGREES:**

1. To make available the following equipment:

ISSUE DATE	T/O	FEDIDNO	DESCRIPT	SERIALNO
9/27/19	1236WW17252 IA01	PP000035072	2009 FERMONT 15KW GENERATOR SET; Model: MEP804A	Gen SN# FZ61639 Trailer SN# 013020090249

2. That the title to all accessories, tools, equipment, sirens, etc. which are added to the equipment will remain with the Cooperator and the Cooperator may remove same, prior to returning the equipment to DNR Forestry.

**THE COOPERATOR AGREES:**

1. To register and provide such license plates as are necessary for each piece of equipment used by the Cooperator.
2. To maintain current liability and property damage insurance, as legally required, for each piece of equipment listed in this agreement.
3. To pay any claims, damages, fines or other assessments which may be levied against DNR Forestry and/or U.S. Forest Service arising from; the operation or maintenance by the Cooperator, his employees, operators or agents of this equipment.
4. To convert this property, in the case of a vehicle, to a fire unit not to exceed safety limits as listed by the manufacturers gross vehicle weight.



5. To paint in accordance with your Fire Department colors and put this unit into service within 12 months of the date of this agreement. Failure to do so will allow DNR Forestry to transfer this unit to another Cooperator.
6. To make equipment available for inspection annually by a representative of DNR Forestry and/or U.S. Forest Service.
7. In the event that equipment is lost, stolen or damaged beyond repair, the Cooperator will report the change of status to DNR Forestry - Fire Supervisor within 1 week of the event. If the item is stolen or involved in an accident, a police or Sherriff's report will be required documentation.
8. Not to sell, junk or trade the equipment. Disposal instructions shall be obtained from DNR Forestry. Ownership remains with the U.S. Forest Service and, by cooperative agreement, is provided to DNR Forestry and the Cooperator.
9. To report all wild fires occurring outside city or town limits as soon as possible using the Iowa Fire Incident Report System provided by the State Fire Marshal and the DNR Wildfire Report Form submitted to the DNR Fire Supervisor.
10. To keep a record of all fire calls made with any equipment supplied under this agreement.
11. To assign the equipment to the fire department for fire duty only.

**IT IS MUTUALLY AGREED:**

1. The equipment will be marked in a manner that will indicate the cooperation between the Cooperator and DNR Forestry. A decal will be furnished by DNR Forestry.
2. This agreement shall remain in effect until terminated by either party, for whatever reason, by giving thirty (30) days written notice to the other party.
3. Upon termination of this agreement by the Cooperator, all equipment listed herein will be returned to DNR Forestry.

IN WITNESS WHEREOF, the parties by and through their duly qualified and acting officials have hereunto set their hands.

FORESTRY SECTION  
IOWA DEPT OF NATURAL RESOURCES

BY: \_\_\_\_\_  
DNR Forestry, State Forester

BY: \_\_\_\_\_  
(Mayor or other official)

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
(Fire Chief)

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

## RESOLUTION NO. 2020-12

### A RESOLUTION ACCEPTING THE GIFT OF REAL ESTATE FROM BRENTON BROTHERS, INC. TO THE CITY OF DALLAS CENTER, IOWA

**WHEREAS**, Brenton Brothers, Inc. is the owner of the following described undeveloped lot in the City of Dallas Center, Iowa:

Part of the Southwest Quarter of the Southwest Quarter (SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ), lying East of the railroad right-of-way, now Raccoon Valley Trail Association, in Section One (1), Township Seventy-nine (79) North, Ranger Twenty-seven (27) West of the 5<sup>th</sup> P.M., included in and forming a part of the City of Dallas Center, Dallas County, Iowa,

and;

**WHEREAS**, Brenton Brothers, Inc. has delivered to the City of Dallas Center a Quit Claim Deed gifting the above-described parcel of real estate to the City of Dallas Center, and the City Council wishes to accept their gift.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the gift of the above-described parcel of real estate by Brenton Brothers, Inc. to the City of Dallas Center, Iowa, is hereby accepted, with the appreciation and gratitude of the City of Dallas Center.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 14<sup>th</sup> day of January, 2020.

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Michael A. Kidd, Mayor

ATTEST:

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Cindy Riesselman, City Clerk



**QUIT CLAIM DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 106  
**Recorder's Cover Sheet**

**Preparer Information:** (Name, address and phone number)

Charles H. Fagen, 502 15th Street, P.O. Box 250, Dallas Center, Iowa 50063, Phone: (515) 992-3728

**Taxpayer Information:** (Name and complete address)

City of Dallas Center, Iowa  
P.O. Box 396  
Dallas Center, Iowa 50063

**Return Document To:** (Name and complete address)

Charles H. Fagen  
502 15th Street, P.O. Box 250  
Dallas Center, Iowa 50063

**Grantors:**

Brenton Brothers, Inc.  
William H. Brenton, President  
Carroll B. Michalek, Secretary

**Grantees:**

City of Dallas Center, Iowa,  
a municipal corporation

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



QUIT CLAIM DEED

For the consideration of No Dollar(s) and other valuable consideration, BRENTON BROTHERS, INC., an Iowa corporation

do hereby Quit Claim to CITY OF DALLAS CENTER, IOWA, a municipal corporation,

all our right, title, interest, estate, claim and demand in the following described real estate in Dallas County, Iowa:

Part of the Southwest Quarter of the Southwest Quarter (SW 1/4 SW 1/4), lying East of the railroad right-of-way, now Raccoon Valley Trail Association, in Section One (1), Township Seventy-nine (79) North, Range Twenty-seven (27) West of the 5th P.M., included in and forming a part of the City of Dallas Center, Dallas County, Iowa. Tax Parcel #1101300009

This Quit Claim Deed represents a deed of gift, with no actual consideration, and is exempt from the transfer tax and the requirement to file the Declaration of Value and Groundwater Hazard Statement.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: ~~November~~ December 30<sup>th</sup>, 2019

[Signature of William H. Brenton]

William H. Brenton, President (Grantor)

[Signature of Carroll B. Michalek]

Carroll B. Michalek, Secretary (Grantor)

(Grantor)

(Grantor)

(Grantor)

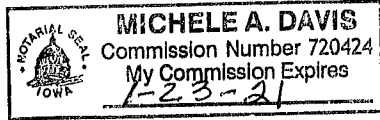
(Grantor)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ This record was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_

Signature of Notary Public

REPRESENTATIVE CAPACITY ACKNOWLEDGMENTS

STATE OF IOWA, COUNTY OF DALLAS
This record was acknowledged before me on November/December 30th, 2019, by William H. Brenton and Carroll B. Michalek as President and Secretary of BRENTON BROTHERS, INC.



Michele A. Davis
Signature of Notary Public

STATE OF Iowa, COUNTY OF
This record was acknowledged before me on, by
as
of

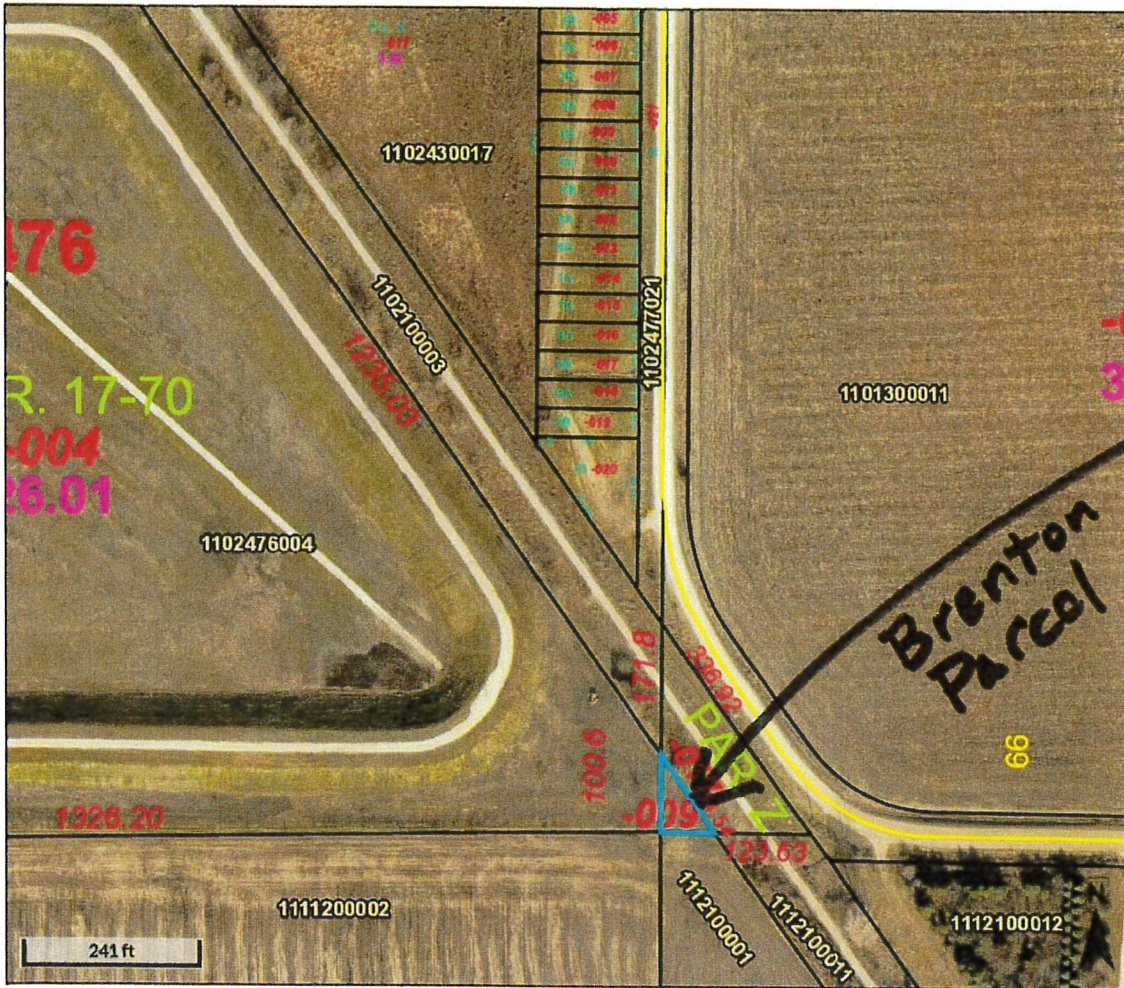
Signature of Notary Public

STATE OF, COUNTY OF
This record was acknowledged before me on, by
as
of

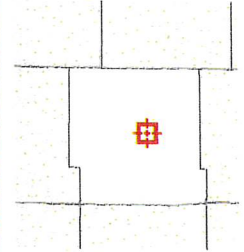
Signature of Notary Public

STATE OF, COUNTY OF
This record was acknowledged before me on, by
as
of

Signature of Notary Public



Overview



Legend

- Parcels
- Road Centerlines
- City Limits

Parcel ID	1101300009	Alternate ID	n/a	Owner Address	CITY OF DALLAS CENTER, IOWA
Sec/Twp/Rng	1-79-27	Class	A		PO BOX 396
Property Address		Acreage	0.25		DALLAS CENTER IA 50063
District	560800				
Brief Tax Description	1/10 AC SW SW				
	(Note: Not to be used on legal documents)				

Date created: 1/8/2020  
 Last Data Uploaded: 1/7/2020 10:46:47 PM

Developed by Schneider  
 GEOSPATIAL

## RESOLUTION NO. 2020-13

### **A RESOLUTION ALLOCATING 75% OF THE FISCAL YEAR 2020-2021 LOCAL OPTION STATE SALES TAX RECEIPTS TO DIRECT PROPERTY TAX RELIEF, THE LIBRARY BUILDING ADDITION PROJECT, AND THE SWIMMING POOL PROJECT**

**WHEREAS**, on November 7, 2017, the voters of Dallas Center approved a 1% local sales and services tax with the revenues allocated (a) 25% for property tax relief and (b) 75% for additional property tax relief through city expenditures for the construction of capital improvements, and the construction and maintenance of streets, sidewalks, water and sewer and storm water facilities, infrastructure, and parks and other recreational facilities in the City; and

**WHEREAS**, the City has developed plans for a building addition project for the Roy R. Estle Memorial Library, and previously has allocated 75% of the 2018-2019 and 2019-2020 local option state sales tax revenue to the proposed swimming pool project; and

**WHEREAS**, the Council has determined that the 75% share of the Fiscal Year 2020-2021 local option state sales tax revenue should be allocated as follows: (a) 5% to direct property tax relief, (b) \$200,000 to the library building addition project, and (c) the balance to the swimming pool project; and

**WHEREAS**, that the City Clerk should establish a local option state sales tax subaccount for the library addition project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA**, that the 75% share of the Fiscal Year 2020-2021 local option state sales tax revenue is hereby allocated as follows: (a) 5% to direct property tax relief, (b) \$200,000 to the library building addition project, and (c) the balance to the swimming pool project.

**IT IS FURTHER RESOLVED** that the City Clerk is directed to establish a local option state sales tax subaccount for the library addition project.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 14<sup>th</sup> day of January, 2020.

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Michael A. Kidd, Mayor

ATTEST:

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Cindy Riesselman, City Clerk