

**AGENDA**  
**Dallas Center City Council**  
**August 11, 2020 –7:00 pm**

On July 24, 2020, Iowa Governor Kim Reynolds issued an updated Proclamation of Disaster Emergency, which among other matters, encouraged all vulnerable Iowans to limit their activities outside of their home including their participation in gatherings of any size and any purpose. The Governor's Proclamation allows a community gathering (such as a public meeting) of more than ten persons so long as social distancing of at least six feet is maintained and increased hygiene practices are undertaken. The Governor further continued the suspension of state laws requiring a public meeting or hearing to the extent the laws could be interpreted to prevent a governmental body from limiting the number of people present for an in-person location of the meeting, providing the governmental body provides a means for the public to participate by telephone or electronically. Compliance with the social distancing requirements for a public meeting would unduly limit the public's participation at a City Council meeting. As permitted by Iowa Code Section 21.8 the City Council meeting will be conducted by electronic means. The public is encouraged to access the meeting electronically in the manner specified below.

The meeting will be conducted by Zoom at the following Internet link or telephone numbers:  
<https://us02web.zoom.us/j/85054619611>

If a Zoom user has the Zoom app, just enter the meeting ID 850 5461 9611

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is 85054619611#): Dial by your location  
+1 646 558 8656 +1 301 715 8592 +1 312 626 6799 +1 669 900 9128

Depending on the caller's long-distance calling plan, long distance charges may apply.

The meeting will originate in the City Hall at 1502 Walnut Street (which will not be open to the public) at 7:00 p.m. The Zoom connection will be available starting at approximately 6:50 pm.

**PUBLIC HEARING** – on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder (Not to Exceed \$900,000 General Obligation Refunding Capital Loan Notes - to refinance 2011 bonds)

**PUBLIC HEARING** - on Plans and Specifications, Proposed Form of Contract and Estimate of Cost for construction of Public Library Phase 2 Construction (Remodeling and Addition Project)

1. Roll call
2. Action to approve agenda
3. Public Communications and Concerns [the Mayor will ask persons on the call/electronic meeting if anyone wishes to address the Council, and those persons wishing to address the Council should so advise the Mayor]. Please state your name, address and topic. Each person will have up to two minutes to address the Mayor and Council.] Once you have addressed the Council, you are asked to mute yourself
4. Action to approve consent agenda
  - a. Approve minutes of July 14<sup>th</sup> regular meeting and July 23<sup>rd</sup> and July 29<sup>th</sup> special meetings

- b. July Treasurer's Report
  - c. July Law Enforcement, Fire/Rescue, Compliance and Water Reports
  - d. Accept Dan Oberender's resignation from the Parks and Recreation Board effective July 14, 2020
  - e. Approve Mayor's appointment of Gary Licht to the Parks and Recreation Board to fill Dan Oberender's vacancy. Term expires December 31, 2020
  - f. Approve hiring Gary Titus as crossing guard for 2020-2021 school year at \$12.25/hr effective August 27<sup>th</sup> pending background check
  - g. Approve Twisted Corn outdoor liquor license (pending dram shop), beer garden and street closing for August 28<sup>th</sup> and/or August 29<sup>th</sup> event
  - h. Action to approve sidewalk reimbursement at 602 Linden Street in the amount of \$214
  - i. Approve invoices for payment (review committee Strutt and Pion)
5. Public Library Phase 2 Construction (Remodeling and Addition Project)
- a. Construction Manager's Report
  - b. Action on Resolution 2020-59 – adopting plans, specifications, form of contract and estimate of costs
  - c. Consideration of construction bids
  - d. Action on Resolution 2020-60 – making award of construction contract – general trades
  - e. Action on Resolution 2020-61 – making award of construction contract – mechanical
  - f. Action on Resolution 2020-62 – making award of construction contract - electrical
  - g. Action on Resolution 2020-63 – approving Amendment No. 3 to Professional Services Agreement with Estes Company, LLC for construction management services for Phase 2 of the Library Remodeling and Addition Project (5.5% of construction work value and related costs)
  - h. Action on Resolution 2020-67 – approving construction contract (general trades) and bond [subject to approval of the City Attorney]
  - i. Action on Resolution 2020-68 – approving construction contract (mechanical) and bond [subject to approval of the City Attorney]
  - j. Action on Resolution 2020-69 – approving construction contract (electrical) and bond [subject to approval of the City Attorney]
6. Not to Exceed \$900,000 General Obligation Refunding Capital Loan Notes (to refinance 2011 bonds)
- a. Action on Resolution 2020-70 - approving and authorizing Mayor to sign Bond Counsel Engagement Letter
  - b. Action on Resolution 2020-58 – instituting proceedings to take additional action
  - c. Presentation and timeline by Financial Advisor Travis Squires of Piper Sandler & Co.
  - d. Action on Resolution 2020-57 – approving Private Placement Engagement Letter with Piper Sandler & Co. in connection with the issuance and sale of the Refunding Capital Loan Notes
  - e. Review, consider and approve Piper Sandler & Co. Proposal for Refinancing (proposals are due by the close of business on August 10<sup>th</sup>)
7. Walnut Street Streetscape Project
- a. Architect's Report
  - b. Discussion on the next steps and action to set a kickoff meeting
8. Beggar's Night
- a. Discussion on Beggar's Night
  - b. Action to set October 31<sup>st</sup> as Beggar's Night with the parade starting at 5:30 pm (no traditional trick-or-treating)
9. Parks and Recreation Board – action on Resolution 2020-71 -approving contract with TruGreen Commercial for fall application for fertilizer and broadleaf weed control - \$3,991.57
10. Action to approve Resolution 2020-64 – approving an agreement between the City and Eric and Angela Brown to allow the paving of an alley adjacent to their property in Block 70 of the Original Town

11. Action to approve Resolution 2020-65 – approving an agreement between the City and Mikkford L.C. and Carter and Tina Robinson to allow the construction of an asphalt overlay adjacent to their building in Block 37 of the Original Town within the Front Street right-of-way
12. Public Works
  - a. Director’s report
  - b. Action to approve purchase of sewer push camera in an amount not to exceed the budgeted amount of \$9,500
13. Wastewater Treatment Facility Improvements
  - a. Engineer’s Report
  - b. Approve Partial Payment Estimate No. 8 – C.L. Carroll Co., Inc. - \$427,957.90
14. Water System Improvements – Shallow Well No. 11
  - a. Engineer’s Report
  - b. Approve Partial Payment Estimate No. 2 – Northway Well & Pump - \$59,073.85
15. Municipal Water System
  - a. Update on repairs
16. Sidewalk Improvement Project - discussion
17. Capital Improvements Program – review spreadsheet draft for any further revisions
18. City Engineer – other matters
19. Code of Ordinances Update – review existing City Code sections identified by Iowa Codification for possible revisions
20. Action to approve Ordinance No. 548 – amending City Code Chapter 9 (Urban Renewal Area) by adding the area included in Amendment No. 6 to the Dallas Center Urban Renewal Plan (approved December 10, 2019), first reading
21. Covid-19 Expense Reimbursement – action on Resolution 2020-66 – requesting reimbursement for eligible costs related to the Covid-19 public health emergency from the Iowa Covid-19 Government Relief Fund
22. 28E Annexation Moratorium Agreement with the City of Adel – action to set public hearing for 7 p.m. on October 13, 2020 on proposed Agreement and directing Clerk to make the required notifications
23. REAP Grant Application – review application and authorize filing the Application
24. Action to extend existing farm cash rent lease for area around Public Works building for one additional year to February 28, 2022 under the same terms as current leaser
25. Action to approve Resolution 2020-54 – to transfer the balance in the sewer reserve fund to the sewer fund following final payment on the 2001 sewer revenue capital loan notes
26. Action on Resolution 2020-55 – approving Street Financial report for Fiscal Year 2019-2020
27. Action to set public hearing on the FY 2020-2021 budget amendment for September 8, 2020 at 7 pm
28. Council reports
29. Mayor’s report
30. Adjournment

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	Aug Serv	\$225.00
Access Systems Leasing	July Serv	\$336.54
Acco	Supplies	\$392.85
Agsources Cooperative Svcs	Tests	\$777.00
Alley Auto Sales	Tires	\$485.00
Baker & Taylor Co.	Books	\$326.78
Baldon Hardware	Repairs	\$21.96

Banleaco	Aug Serv	\$108.31
Banleaco	Final	\$150.00
Bay Bridge Administrators	Insurance	\$150.63
Brown, Fagen & Rouse	Retainer	\$2,686.39
C.L. Carroll Co., Inc.	Wastewater	\$427,957.90
Center Point Large Print	Books	\$24.02
Centurylink	Aug Serv	\$664.42
Cintas	July Serv	\$112.48
Cj Cooper & Associates	Testing	\$35.00
Occupational Health Centers	Testing	\$51.00
Core & Main	Repairs	\$72.90
Culligan Water System	Supplies	\$40.05
Dallas County Treasurer	July Serv	\$17,462.67
Delta Dental	Insurance	\$47.76
Delta Dental	Insurance	\$540.44
Digital Stew Services	July Serv	\$107.43
Iowa Dnr	Permit	\$210.00
Ebsco	Subscriptions	\$1,352.99
Eftps	Taxes	\$4,678.09
Eftps	Taxes	\$4,733.39
Elite Electric & Utility	Repairs	\$315.00
Emergency Apparatus	Repairs	\$1,852.56
Emergency Medical Prod	Supplies	\$917.99
Estes Construction	Library Phase 2	\$118,646.05
Gis Benefits	Insurance	\$28.52
Gis Benefits	Insurance	\$59.82
Gis Benefits	Insurance	\$8.58
Greater Dallas Cnty All	Dues	\$4,057.50
Gworks	July Serv	\$640.00
Heartland Co-Op	July Serv	\$1,134.97
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Hofland, Joel	Hsa	\$50.00
Hsa Riesselman, Cindy	Hsa	\$325.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$183.33
Hsa Steele, Kathy	Hsa	\$100.00
Iowa One Call	June Serv	\$55.80
Ipers	Ipers	\$7,233.00
Iron Mountain	July Serv	\$72.97
Johnson Controls	July Serv	\$677.18
Karen Mccleary	July Serv	\$425.00
Kempker's True Value	Repairs	\$24.99
Leaf	July Serv	\$102.08
Eddie Leedom	July Serv	\$340.14
Manatts	Concrete	\$296.00



Mark's Nursery	July Serv	\$1,780.00
Marshall Mccalley	Supplies	\$2,389.00
Menards	Supplies	\$221.79
Midamerican Energy	June Serv	\$1,249.71
Midamerican Energy	June Serv	\$819.35
Midamerican Energy	June Serv	\$14.32
Midamerican Energy	July Serv	\$3,999.51
Mills Enterprises, Llc	July Serv	\$270.00
Miner Supply	July Serv	\$261.00
Moss Bros, Inc	Repairs	\$55.29
Napa Auto Parts	Supplies	\$27.96
Nationwide Retirement Sol	Deferred Comp	\$675.00
Northway Well and Pump	Well 11	\$66,483.85
Praxair Distribution	July Serv	\$31.05
Quick Oil Co	Supplies	\$418.11
Quill.Com	Supplies	\$36.78
Rhinehart Excavating, Inc	Rock	\$1,915.58
Rotary Club of Dallas Center	Dues	\$78.00
Treasurer - State of Iowa	Taxes	\$1,296.14
Treasurer - State of Iowa	Taxes	\$2,378.53
Sprayer Specialties, Inc	Repairs	\$1,108.08
Star Equipment, Ltd	Repairs	\$1,900.00
Kathy Steele	Mileage	\$22.08
Storey Kenworthy/Matt Parrott	Supplies	\$2,096.51
Strauss Safe & Lock Co.	Repairs	\$254.85
The Des Moines Register	Subscriptions	\$389.03
The Home Depot Pro	Supplies	\$147.84
Uhs Premium Billing	Insurance	\$594.96
Uhs Premium Billing	Insurance	\$7,780.96
Usa Blue Book	Supplies	\$709.30
Veenstra & Kimm	July Serv	\$15,792.70
Verizon Wireless	July Serv	\$364.10
Treasurer - State Of Iowa	Taxes	\$2,084.00
Waste Management	July Serv	\$18,634.90
Wells Fargo	Postage/Supplies	\$1,389.52
William Stammerman	Reimbursement	\$214.00
	Total	\$739,331.28
	General	\$74,767.04
	Rut	\$2,080.10
	T&A(Eb)	\$10,478.55
	T&A(Bc)	\$118,646.05
	Water	\$82,629.00
	Sewer	\$449,698.01
	Storm District	\$1,032.53

Total Funds \$739,331.28

Revenues	
General Total	\$35,733.24
T&A (Pd) Benevolent Total	\$0.39
T&A(Ft) Total	\$0.00
T&A(Sc) Total	\$1.37
Capital Improvement Total	\$19.57
T&A(SI) Total	\$10.01
Rut Total	\$27,287.26
T&A(Eb) Total	\$1,151.52
Emergency Levy Fund Total	\$142.78
Local Option Sales Tax Total	\$29,335.43
Tif Total	\$491.05
Burnett Project Total	\$37.15
T&A(Bc) Total	\$214.17
T&A(Burnett Cap Imp) Total	\$62.13
Debt Service Total	\$9,188.46
T&A(B) Total	\$1.64
T&A(Y) Total	\$1.65
Water Total	\$44,854.84
Sewer Total	\$328,141.77
Storm District Total	\$4,791.00
Total Revenue by Fund	\$481,465.43

The Dallas Center City Council met in electronic meeting via Zoom on July 14, 2020 at 7:00 pm due to Iowa Governor Kim Reynolds's June 25, 2020, updated Proclamation of Disaster Emergency, which among other matters, encouraged all vulnerable Iowans to limit their activities outside of their home including their participation in gatherings of any size and any purpose. The Governor's Proclamation allows a community gathering (such as a public meeting) of more than ten persons so long as the venue capacity is limited and social distancing of at least six feet is maintained. The Governor further suspended state laws requiring a public meeting or hearing to the extent the laws could be interpreted to prevent a governmental body from limiting the number of people present for an in-person location of the meeting, providing the governmental body provides a means for the public to participate by telephone or electronically.

Mayor Kidd opened a public hearing at 7:00 pm as advertised for the purpose of hearing comments on Ordinance No. 547 (adding and deleting certain permitted uses in the C-1 and C-2 Zoning Districts). He asked for written comments, there were none. He asked for oral comments, there being none he closed the public hearing at 7:01 pm.

Mayor Kidd called the meeting to order at 7:01 pm. Council members on the call/Zoom meeting were Ryan Coon, Curtis Pion, Danny Beyer, Amy Strutt and Ryan Kluss.

Motion by Coon, 2<sup>nd</sup> by Pion to approve agenda. Roll call all ayes, motion passed.

#### Public Communications and Concerns

Bob Haxton stated several concerns

Julie Becker stated several concerns

Motion by Pion, 2<sup>nd</sup> by Beyer to approve consent agenda [approve minutes of June 9<sup>th</sup> regular meeting and June 18<sup>th</sup> and July 7<sup>th</sup> special meetings; June Treasurer's Report; June Law Enforcement, Fire/Rescue, Compliance and Water Reports; approve sidewalk reimbursement for 401/403 Hatton Avenue in the amount of \$400.00; approve Twisted Corn outdoor liquor license (pending ABD application and dram shop), beer garden and street closing for July 24<sup>th</sup> event; approve invoices for payment (review committee Coon and Strutt)]. Roll call all ayes, motion passed

#### Plan and Zoning Commission

Matt Ostanik gave a brief overview of the Commission report.

Motion by Kluss, 2<sup>nd</sup> by Pion to approve Ordinance No. 547 (adding and deleting certain permitted uses in the C-1 and C-2 Zoning Districts), 1<sup>st</sup> reading. Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Pion to waive the 2<sup>nd</sup> and 3<sup>rd</sup> readings of Ordinance 547 (adding and deleting certain permitted uses in the C-1 and C-2 Zoning Districts) making it effective upon publication. Roll call all ayes, motion passed.

Motion by Beyer, 2<sup>nd</sup> by Coon to approve Resolution 2020-43 – approving the Site Plan for Dallas Center Library Addition. Roll call all ayes, motion passed.

Motion by Pion, 2<sup>nd</sup> by Kluss to approve Resolution 2020-44 – approving the Architectural Plan for Dallas Center Library Addition. Roll call all ayes, motion passed.

Mary Ireland with the Dallas Center Rotary Club gave an overview of the Club's proposal. Motion by Pion, 2<sup>nd</sup> by Kluss to allow the use of street rights-of-way to install PVC pipe for American Flag display service on days of certain holidays as a fundraising project. Roll call all ayes, motion passed.

### **Parks and Recreation Board**

Bob King and Mary Werch let the council know we did not receive the AARP grant for Burnett Complex shelter house and sidewalk extensions.

Motion by Coon, 2<sup>nd</sup> by Pion authorizing the concrete at the Burnett Complex. This project was included in the Burnett Recreation budget. Roll call all ayes, motion passed.

Motion by Beyer, 2<sup>nd</sup> by Kluss to approve Trees Forever grant application. Roll call all ayes, motion passed.

### **Public Library Phase 1 Construction (Remodeling Project)**

Ryan Haaland with Estes Construction reported the construction portion of the project is complete.

Motion by Pion, 2<sup>nd</sup> by Strutt to approve Change Order No. 1 – Blue Ribbon Builders, LLC - \$825.00. Roll call all ayes, motion passed.

Motion by Pion, 2<sup>nd</sup> by Coon to approve Partial Payment Estimate No. 1 (Final) – Blue Ribbon Builders, LLC - \$54,648.75. Roll call all ayes, motion passed.

Motion by Beyer, 2<sup>nd</sup> by Kluss to approve Resolution 2020-45 – accepting the Public Library Phase 1 Construction Project. Roll call all ayes, motion passed.

Motion by Beyer, 2<sup>nd</sup> by Pion authorizing the Mayor to sign the Certificate of Completion. Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Beyer approving Partial Payment No. 2 (Retainage) – Blue Ribbon Builders, LLC - in the amount of \$2,876.25 and authorizing the Clerk to pay the retainage 31 days after acceptance, or on or about August 15, 2020. Roll call all ayes, motion passed.

### **Public Library Phase 2 Construction (Remodeling and Addition Project)**

Ryan Haaland gave the Construction Manager's Report.

Motion by Beyer, 2<sup>nd</sup> by Coon to approve Resolution 2020-46 – ordering construction of the Library Construction Project, Phase 2 (Remodeling and Addition Project), and fixing a date for a hearing thereon [7 p.m. on August 11, 2020] and taking of bids therefore [ 2 p.m. on August 6, 2020]. Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Strutt to approve Resolution 2020-47 – approving Agreement for Professional Services with I+S Group, Inc. (ISG) in the amount of \$19,500 for the Walnut Streetscape Project. Roll call all ayes, motion passed.

### **Wastewater Treatment Facility Improvements**

Engineer Veenstra reported the project is close to on schedule.

Motion by Pion, 2<sup>nd</sup> by Coon to approve Partial Payment Estimate No. 7 – C.L. Carroll Co., Inc. - \$274,897.59. Roll call all ayes, motion passed.

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

Engineer Veenstra reported the project is complete and the seeding will be completed in the fall under the maintenance bond.

Motion by Pion, 2<sup>nd</sup> by Kluss to approve Partial Payment Estimate No. 8 (Final) – Thorpe Water Development - \$836.00. Roll call all ayes, motion passed.

Motion by Beyer, Kluss to approve Resolution 2020-48 – accepting the Fair View Drive Sanitary Sewer Extension Project. Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Beyer authorizing the Mayor to sign the Certificate of Completion. Roll call all ayes, motion passed.

Motion by Strutt, 2<sup>nd</sup> by Beyer approving Partial Payment No. 9 (Retainage) – Thorpe Water Development - \$11,866.32 and authorizing the Clerk to pay the retainage 31 days after acceptance, or on or about August 15, 2020. Roll call all ayes, motion passed.

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

Engineer Veenstra reported the well has been drilled, the test pump is in and it appears the formation is good and this well could be our highest producing well.

Motion by Beyer, 2<sup>nd</sup> by Kluss to approve Partial Payment Estimate No. 1 – Northway Well & Pump - \$22,901.13. Roll call all ayes, motion passed.

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

Engineer Veenstra reported the seeding will be redone in the fall under the maintenance bond.

Motion by Pion, 2<sup>nd</sup> by Coon to approve Partial Payment Estimate No. 4 (Final) – Vanderpool Construction, Inc. - \$7,600.00. Roll call all ayes, motion passed.

Motion by Pion, 2<sup>nd</sup> by Kluss to approve Resolution 2020-49 – accepting the Hatton Avenue Storm Sewer Extension Project. Roll call all ayes, motion passed.

Motion by Pion, 2<sup>nd</sup> by Beyer authorizing the Mayor to sign the Certificate of Completion. Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Strutt to approve Partial Payment No. 5 (Retainage) – Vanderpool Construction, Inc. –\$11,127.90 and authorizing the Clerk to pay the retainage in 31 days after acceptance, or on or about August 15, 2020. Roll call all ayes, motion passed.

### **Municipal Water System**

Engineer Veenstra gave an overview of the water plant and needed repairs.

Motion by Pion, 2<sup>nd</sup> by Coon to approve Resolution 2020-50 – approving Agreement for Professional Services with Veenstra and Kimm for Preliminary Engineering Report for an amount not to exceed \$10,000. Roll call all ayes, motion passed.

Motion by Beyer, 2<sup>nd</sup> by Kluss to approve quote of Water Surplus for softener resin and hub assembly - \$9,650. Roll call all ayes, motion passed.

### **Sidewalk Improvement Project**

Council discussed the Engineer's Conceptual Cost Estimates for all Priority Sidewalk Projects and Vine Street. They would like to get community input and schedule a workshop in the fall to further discuss a sidewalk project.

Council reviewed the updated Capital Improvements Program projects.

Veenstra reported reseeding will take place in the fall for the Presbyterian Church water main surface restoration in the east ditch of 13<sup>th</sup> Street.

Brian Slaughter gave the public works report. They have completed a generator pad at the well field and a pad for salt storage at the shed. Storm and street repairs have been completed on 12<sup>th</sup> Street and pipe repairs have been made at 10<sup>th</sup> and Walnut. They have also done weed spraying and watering of trees.

### **28E Annexation Moratorium Agreement with the City of Adel**

Brown gave an overview of the 2009 agreement. Council will take action next month.

### **2011 General Obligation Capital Loan Notes – Street Asphalt Overlay Project**

Council reviewed the bond refinancing analysis prepared by Financial Consultant Piper Sandler & Co. Refinancing these bonds will allow the City to save approximately \$70,000 over the remainder of the bonds. Council directed Attorney Brown to contact bond counsel and council will have a special meeting in July to set a public hearing in August.

Motion by Pion, 2<sup>nd</sup> by Coon authorizing the Mayor to file Consolidated Claim Authorization Form in Purdue Bankruptcy proceeding for the National Prescription Opiate Litigation, Purdue Bankruptcy. Roll call all ayes, motion passed.

Council stated Memorial Hall would not be rented out through the end of the year. However, they will allow the Dallas Center Rotary Club to use the facility on August 29<sup>th</sup> for their breakfast event (curbside service) but they will be required to sign a liability waiver.

Motion by Pion, 2<sup>nd</sup> by Kluss to approve Resolution 2020-51 – approving Mayor’s appointment of Robert Findlay to the Central Iowa Regional Housing Authority (CIRHA) Board, term expires May 2023. Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Strutt to approve Resolution 2020-52 – action to approve Software and Professional Services Agreement with GWORKS for electronic billings of utility bills – one-time cost of \$500, annual license fee of \$351 annual product support of \$429. Roll call all ayes, motion passed.

Attorney Brown reported on the Code of Ordinances update.

Motion by Beyer, 2<sup>nd</sup> by Pion to approve payment of Greater Dallas County Alliance FY 2020-21 annual dues in the amount of \$4,057.50. Ayes-Strutt, Pion, Beyer, Coon. Nays-Kluss. Motion passed 4-1.

### **Council reports**

The internet/fiber committee has a meeting scheduled for next week.  
Pion is working on the REAP Grant application.

The meeting adjourned at 8:45 pm.

Cindy Riesselman, City Clerk

### **Claims**

A King's Throne, Llc	June Serv	\$225.00
Access Systems Leasing	June Serv	\$336.54
Acco	Supplies	\$2,572.65
Acco	Supplies	\$338.17
Aetna Behavioral Health, Llc	3rd Qtr Serv	\$25.20
Agsources Cooperative Svcs	Tests	\$139.50
Agsources Cooperative Svcs	Tests	\$521.50
Ahlers & Cooney, Pc	June Serv	\$6,648.90
Alley Auto Sales	Tire Repairs	\$120.00
Baker & Taylor Co.	Books	\$536.78
Baker & Taylor Co.	Books	\$259.85
Banleaco	July Lease	\$83.31
Bay Bridge Administrators	Insurance	\$100.42
Blue Ribbon Builders Llc	Library Project	\$54,648.75
Brown, Fagen & Rouse	July Retainer	\$2,674.64
C.L. Carroll Co., Inc.	Wastewater Project	\$274,897.59
Centurylink	July Serv	\$646.74
Cintas	June Serv	\$112.48

Cj Cooper & Associates	Testing	\$35.00
Compass Minerals America	Supplies	\$3,783.12
Occupational Health Centers	Testing	\$51.00
Core & Main	Repairs	\$791.14
Crossroads Ag, Llc	Supplies	\$36.00
Culligan Water System	July Serv	\$11.95
Dallas County Health	Inspection	\$270.00
Allen Jay Winter	Tree Serv	\$18,250.00
Allen Jay Winter	Tree Serv	\$1,700.00
Dallas County Treasurer	June Serv	\$17,462.67
Delta Dental	Insurance	\$31.84
Delta Dental	Insurance	\$262.26
Digital Stew Services	June Serv	\$1,534.50
Iowa DNR	Permit	\$185.35
Eftps	Taxes	\$3,502.34
Eftps	Taxes	\$4,749.92
Eftps	Taxes	\$4,604.97
Dianne Erickson	Refund	\$40.00
Estes Construction	Library Project	\$17,400.00
Gatehouse- Db Iowa Holdings	Publication	\$298.63
Gatehouse- Db Iowa Holdings	Publication	\$506.01
David Or Amanda Gannon	Refund	\$85.00
Gis Benefits	Insurance	\$39.88
Graham Tire & Service Network	Tires	\$659.00
Gworks	Software	\$250.00
Duane or Elizabeth Heaberlin	Refund	\$85.00
Heartland Co-Op	June Serv	\$779.11
Cristina Hillmer	Refund	\$85.00
Hotsy Cleaning Systems	Repairs	\$149.56
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Hofland, Joel	Hsa	\$50.00
Hsa Riesselman, Cindy	Hsa	\$325.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$183.33
Hsa Steele, Kathy	Hsa	\$100.00
Impact7g	Training	\$1,500.00
Iowa League of Cities	Dues	\$1,135.00
Iowa One Call	May Serv	\$60.30
Ipers	Ipers	\$4,792.91
Iron Mountain	June Serv	\$72.97
Karen McCleary	June Serv	\$475.00
Kempker's True Value	Supplies	\$34.99
Nick or Brianne Kiley	Refund	\$85.00
Rhett Or Joanne Knoll	Refund	\$85.00
Leaf	June Serv	\$102.08

Eddie Leedom	June Serv	\$578.95
Manatts	Concrete	\$2,126.00
Manatts	Concrete	\$510.00
Marshall Mccalley	Computers	\$5,164.00
Menards	Supplies	\$233.20
Menards	Repairs	\$81.97
Merrit Company	Supplies	\$212.91
Micromarking Llc	Books	\$45.99
Midamerican Energy	May Serv	\$1,651.28
Midamerican Energy	June Serv	\$3,902.83
Midland Gis Solutions	Software	\$5,294.00
Midwest Breathing Air Llc	Repairs	\$705.96
Anne Miles	Refund	\$85.00
Moss Bros, Inc	Repairs	\$118.52
Moss Bros, Inc	Utv	\$15,188.24
Municipal Supply Inc	Repairs	\$57.08
Nationwide Retirement Sol	Deferred Comp	\$450.00
Northway Well and Pump	Well 11	\$22,901.13
John O'brien	Sidewalk Reimburse	\$400.00
Office Depot	Supplies	\$200.87
Office Depot	Supplies	\$46.10
Overhead Door Co, Of Dsm	Repairs	\$8,590.00
Plumb Supply Company - Wk	Repairs	\$47.98
Dallas Center Post Office	Postage	\$1,500.00
Praxair Distribution	June Serv	\$31.67
Treasurer - State of Iowa	Taxes	\$1,081.26
Treasurer - State of Iowa	Taxes	\$2,299.54
April Scrivner	Mileage	\$28.46
Pinnacle Peak Holding Corp.	Equipment	\$6,301.91
Sherwin Williams Co	Supplies	\$219.75
Simmering-Cory/Iowa Codifi.	Code Update	\$1,500.00
Brian Slaughter	Disposal Costs	\$34.00
Source Incorporated	Computers	\$3,506.08
Daniel Or Holly Stevens	Refund	\$85.00
Stivers Ford, Inc	Repairs	\$488.37
Storey Kenworthy	Supplies	\$75.48
Fay Sullivan	Refund	\$85.00
The Home Depot Pro	Supplies	\$348.64
Thorpe Water Dev	Fair View Sewer	\$836.00
Tile Barn	Hatton Bioswales	\$7,750.00
Paul Or Venessa Uhl	Refund	\$85.00
Umb Bank Na	Bond Fees	\$250.00
Umb Bank Na	Bond Fees	\$250.00
Uhs Premium Billing	Insurance	\$396.64
Uhs Premium Billing	Insurance	\$7,141.69



Unplugged Wireless	Pagers	\$4,500.00
Usa Blue Book	Supplies	\$367.78
Bret Or Alison Van De Pol	Refund	\$85.00
Vanderpool Construction Inc	Hatton Storm Project	\$7,600.00
Veenstra & Kimm	June Serv	\$366.40
Veenstra & Kimm	June Serv	\$19,395.53
Verizon Wireless	June Serv	\$160.04
Treasurer - State of Iowa	Taxes	\$1,118.00
Walker Spray Foam	Supplies	\$300.00
Nicole Waller	Refund	\$85.00
Waste Management	June Serv	\$18,762.45
Abby Weddle	Supplies	\$6.10
Wells Fargo	Postage/Supplies	\$1,851.09
Accounts Payable Total		\$589,162.74

General	\$119,578.99
T&A(Ft)	\$15,050.00
Rut	\$4,770.65
T&A(Eb)	\$9,749.07
T&A(Bc)	\$72,048.75
Debt Service	\$500.00
Water	\$43,149.73
Sewer	\$306,298.24
Storm District	\$18,017.31
Total Funds	\$589,162.74

#### Revenues

General Total	\$58,041.67
T&A (Pd) Benevolent Total	\$0.51
T&A(Ft) Total	\$5,314.91
T&A(Sc) Total	\$1.79
Capital Improvement Total	\$25.58
T&A(SI) Total	\$83.08
Rut Total	\$9,713.23
T&A(Eb) Total	\$1,272.78
Emergency Levy Fund Total	\$156.52
Local Option Sales Tax Total	\$31,981.67
Tif Total	\$190.26
Burnett Project Total	\$48.51
T&A(Bc) Total	\$18,343.26
T&A(Burnett Cap Improve) Total	\$1,144.06
Debt Service Total	\$102,420.98
T&A(B) Total	\$2.15
T&A(Y) Total	\$2.16
Water Total	\$46,107.26

Sewer Total	\$194,664.02
Storm District Total	\$4,782.31
Total Revenue by Fund	\$474,296.71

The Dallas Center City Council met in special electronic meeting via Zoom on July 23, 2020 at 7:30 am due to Iowa Governor Kim Reynolds's June 25, 2020, updated Proclamation of Disaster Emergency, which among other matters, encouraged all vulnerable Iowans to limit their activities outside of their home including their participation in gatherings of any size and any purpose. The Governor's Proclamation allows a community gathering (such as a public meeting) of more than ten persons so long as the venue capacity is limited and social distancing of at least six feet is maintained. The Governor further suspended state laws requiring a public meeting or hearing to the extent the laws could be interpreted to prevent a governmental body from limiting the number of people present for an in-person location of the meeting, providing the governmental body provides a means for the public to participate by telephone or electronically. Mayor Kidd called the meeting to order. Council members on the call/Zoom meeting were Curtis Pion, Ryan Coon, Amy Strutt, Danny Beyer and Ryan Kluss.

Motion by Kluss, 2<sup>nd</sup> by Beyer to approve the agenda. Roll call all ayes, motion passed.

**Not to Exceed \$900,000 General Obligation Refunding Capital Loan Notes (to refinance 2011 bonds)**

Motion by Kluss, 2<sup>nd</sup> by Pion to approve Resolution 2020-53 – fixing a date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder. Roll call all ayes, motion passed.

The meeting adjourned at 7:34 am.

Cindy Riesselman, City Clerk

The Dallas Center City Council met in special electronic meeting via Zoom on July 29, 2020 at 7:30 am due to Iowa Governor Kim Reynolds's June 25, 2020, updated Proclamation of Disaster Emergency, which among other matters, encouraged all vulnerable Iowans to limit their activities outside of their home including their participation in gatherings of any size and any purpose. The Governor's Proclamation allows a community gathering (such as a public meeting) of more than ten persons so long as the venue capacity is limited and social distancing of at least six feet is maintained. The Governor further suspended state laws requiring a public meeting or hearing to the extent the laws could be interpreted to prevent a governmental body from limiting the number of people present for an in-person location of the meeting, providing the governmental body provides a means for the public to participate by telephone or electronically. Mayor Kidd called the meeting to order. Council members on the call/Zoom meeting were Curtis Pion, Ryan Coon, Amy Strutt, Danny Beyer and Ryan Kluss.

Motion by Pion, 2<sup>nd</sup> by Coon to approve the agenda. Roll call all ayes, motion passed.

**Iowa Public Information Board Complaint filed by Julie Becker and Co-Complainant Robert Haxton**

Council received the complaint against City Clerk Cindy Riesselman; Library Director Shelly Cory; Library Trustees Bob Findlay, Heather Willrich, Sue Beavers, Katie Johnson, and Greg Cagle; the City of Dallas Center; and the Roy R. Estle Memorial Library.

Motion by Kluss, 2<sup>nd</sup> by Pion to authorize City Attorney Ralph Brown to represent all parties before the Iowa Public Information Board from the time of the City's receipt of the Complaint to the conclusion of the proceedings at his usual and customary rate of \$250 an hour for legal services (in addition to the monthly retainer paid the City Attorney). Roll call all ayes, motion passed.

The meeting adjourned at 7:35 am.

Cindy Riesselman, City Clerk

**TREASURER'S REPORT**  
**CALENDAR 7/2020, FISCAL 1/2021**

FUND		LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001	GENERAL	842,979.82	35,733.24	105,471.54	.00	773,241.52
011	T&A (PD) BENEVOLENT	782.41	.39	.00	.00	782.80
015	T&A(FT)	302,590.67	.00	15,050.00	.00	287,540.67
021	T&A(SC)	12,726.71	1.37	.00	.00	12,728.08
029	CAPITAL IMPROVEMENT	143,954.88	19.57	.00	.00	143,974.45
041	T&A(SL)	19,924.93	10.01	.00	.00	19,934.94
110	RUT	136,446.68	27,287.26	6,125.51	.00	157,608.43
112	T&A(EB)	51,687.48	1,151.52	17,652.40	.00	35,186.60
119	EMERGENCY LEVY FUND	.00	142.78	.00	.00	142.78
121	LOCAL OPTION SALES TAX	499,431.70	29,335.43	4,554.00	.00	524,213.13
125	TIF	9,927.72	491.05	1,083.25	.00	9,335.52
166	T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167	BURNETT PROJECT	648,907.38	37.15	.00	.00	648,944.53
168	T&A(BC)	775,175.11	214.17	72,048.75	.00	703,340.53
169	T&A(BURNETT CAP IMPROVE)	664,611.60	62.13	.00	.00	664,673.73
177	T&A(PD)	.00	.00	.00	.00	.00
180	REC TRAIL	.00	.00	.00	.00	.00
200	DEBT SERVICE	43,297.91	9,188.46	.00	.00	52,486.37
501	T&A(B)	15,268.52	1.64	.00	.00	15,270.16
502	T&A(Y)	13,289.31	1.65	.00	.00	13,290.96
600	WATER	551,112.92	44,854.84	49,558.72	.00	546,409.04
610	SEWER	270,522.03	328,141.77	313,438.36	.00	285,225.44
740	STORM DISTRICT	18,183.25	4,791.00	10,734.99	.00	12,239.26
	Report Total	5,020,821.03	481,465.43	595,717.52	.00	4,906,568.94

**BALANCE SHEET**  
**CALENDAR 7/2020, FISCAL 1/2021**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	3,015.82	16,718.75
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
029-000-1115	CHECKING-DEPR FD EQUIP	.00	.00
041-000-1110	CHECKING-T&A(SL)	.00	.00
110-000-1110	CHECKING-RUT	.00	.00
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	6,516.53-	4,038.75
119-000-1110	CHECKING-EMERG LEVY	.00	.00
121-000-1110	CHECKING-LOST	.00	.00
121-000-1111	CHECKING-LOST PROP TAX RELIEF	.00	.00
121-000-1112	CHECKING-LOST SWIM POOL	.00	.00
125-000-1110	CHECKING-TIF	.00	.00
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	.00	.00
167-000-1111	CHECKING-T&A(BURNETT REC/POOL)	.00	.00
168-000-1110	CHECKING-T&A(BURNETT LIBRARY)	.00	.00
169-000-1110	CHECKING-T&A(BURNETT CAP IMP)	.00	.00
177-000-1110	CHECKING-T&A(PD) FORFEITURE	.00	.00
180-000-1110	CHECKING-REC TRAIL	.00	.00
200-000-1110	CHECKING-DEBT SERVICE	.00	.00
305-000-1110	CHECKING-PLAYGROUND EQUIP	.00	.00
307-000-1110	CHECKING-2012 HWY 44 TURN LANE	.00	.00
501-000-1110	CHECKING-T&A(B)	.00	.00
502-000-1110	CHECKING-T&A(Y)	.00	.00
600-000-1110	CHECKING-WATER	4,970.56-	15,525.95
600-000-1111	CHECKING-WATER SINKING	.00	.00
600-000-1112	CHECKING-T&A(M)	.00	.00
600-000-1113	CHECKING-WATER IMPROVEMENT	.00	.00
600-000-1114	CHECKING-WATER RESERVE	.00	.00
610-000-1110	CHECKING-SEWER	10,871.78-	11,166.04
610-000-1111	CHECKING-SEWER SINKING	.00	.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	1,532.94-	1,056.65
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	CHECKING TOTAL	20,875.99-	48,506.14
001-000-1120	PETTY CASH	.00	200.00
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	PETTY CASH TOTAL	.00	200.00

**BALANCE SHEET**  
**CALENDAR 7/2020, FISCAL 1/2021**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1160	SAVINGS-GENERAL	72,754.12-	346,322.77
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.39	782.80
015-000-1160	SAVINGS-T&A(FT)	15,050.00-	14,459.33-
021-000-1160	SAVINGS-T&A(SC)	1.37	2,728.08
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	4.18	8,327.29
029-000-1162	SAVINGS-DEPR PARK	1.74	3,469.49
029-000-1163	SAVINGS-DEPR SWIM POOL	5.49	10,937.38
029-000-1164	SAVINGS-DEPR P/W BLDG	7.58	15,084.99
029-000-1165	SAVINGS-DEPR FIRE	.58	1,155.30
041-000-1160	SAVINGS-T&A(SL)	10.01	19,934.94
110-000-1160	SAVINGS-RUT	21,161.75	134,841.60
110-000-1161	SAVINGS-DEPR RUT EQUIP	.00	22,766.83
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	9,984.35-	31,147.85
119-000-1160	SAVINGS-EMERG LEVY	142.78	142.78
121-000-1160	SAVINGS-LOST	24,776.69	24,776.69
121-000-1161	SAVINGS-LOST PROP TAX RELIEF	.00	.00
121-000-1162	SAVINGS-LOST SWIM POOL	4.74	9,436.44
125-000-1160	SAVINGS-TIF	592.20-	9,335.52
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	32.78	65,251.44
167-000-1161	SAVINGS-T&A(BURNETT REC/POOL)	4.37	8,693.09
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	71,834.58-	426,340.53
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	62.13	123,673.73
177-000-1160	SAVINGS-T&A(PD) FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	.00	.00
200-000-1160	SAVINGS-DEBT SERV	9,188.46	52,486.37
305-000-1160	SAVINGS-PLAYGROUND EQUIP	.00	.00
307-000-1160	SAVINGS-2012 HWY 44 TURN LANE	.00	.00
501-000-1160	SAVINGS-T&A(B)	1.64	3,270.16
502-000-1160	SAVINGS-T&A(Y)	1.65	3,290.96
600-000-1160	SAVINGS-WATER	4,351.65-	441,452.02
600-000-1161	SAVINGS-WATER SINKING	4,618.33	12,689.51
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	16,302.97	158,339.49
610-000-1161	SAVINGS-SEWER SINKING	9,272.22	19,141.32
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	4,411.05-	11,182.61
	SAVINGS TOTAL	93,376.10-	2,125,862.80
001-000-1170	CD-GENERAL	.00	410,000.00
001-000-1171	CD-GENERAL	.00	.00
015-000-1170	CD-T&A (FT)	.00	207,000.00
015-000-1171	CD-T&A (FT)	.00	95,000.00
021-000-1170	CD-T&A (SC)	.00	10,000.00

**BALANCE SHEET**  
**CALENDAR 7/2020, FISCAL 1/2021**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
029-000-1170	CD-DEPR POLICE	.00	.00
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	.00	25,000.00
110-000-1170	CD-RUT	.00	.00
110-000-1171	CD-DEPR RUT EQUIP	.00	.00
121-000-1172	CD-LOST SWIM POOL	.00	390,000.00
121-000-1173	CD-LOST SWIM POOL	.00	100,000.00
167-000-1170	CD-T&A(BURNETT REC)	.00	200,000.00
167-000-1171	CD-T&A(BURNETT REC/POOL)	.00	325,000.00
167-000-1172	CD-T&A(BURNETT REC)	.00	50,000.00
168-000-1170	CD-T&A(BURNETT LIBRARY)	.00	277,000.00
169-000-1170	CD-T&A(BURNETT CAP IMPROVE)	.00	500,000.00
169-000-1171	CD-T&A(BURNETT CAP IMPROVE)	.00	41,000.00
501-000-1170	CD-T&A (B)	.00	12,000.00
502-000-1170	CD-T&A (Y)	.00	10,000.00
600-000-1170	CD-WATER	.00	.00
600-000-1171	CD-WATER	.00	.00
610-000-1170	CD-SEWER	.00	.00
		-----	-----
	CD'S TOTAL	.00	2,732,000.00
		=====	=====
	TOTAL CASH	114,252.09-	4,906,568.94
		=====	=====



**BUDGET REPORT**  
**CALENDAR 7/2020, FISCAL 1/2021**

**PCT OF FISCAL YTD 8.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-110-6010	POLICE-WAGES	123,989.00	10,044.58	10,044.58	8.10
001-110-6181	POLICE-CLOTHING	.00	50.00	50.00	.00
001-110-6210	POLICE-DUES,M'SHIPS, SPE	.00	.00	.00	.00
001-110-6230	POLICE-TRAINING	500.00	41.67	41.67	8.33
001-110-6310	POLICE-OFFICE RENTAL/MAI	.00	.00	.00	.00
001-110-6331	POLICE-VEHICLE OPERATION	24,000.00	1,975.17	1,975.17	8.23
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	64.00	8.00
001-110-6419	POLICE-TECHNOLOGY SERVIC	2,800.00	233.33	233.33	8.33
001-110-6499	POLICE-RESERVE OFFICERS	.00	.00	.00	.00
001-110-6505	POLICE-PIIONEER GRANT	.00	.00	.00	.00
001-110-6506	POLICE-OFFICE SUPPLIES	.00	.00	.00	.00
001-110-6507	POLICE-OPERATING SUPPLIE	2,080.00	173.33	173.33	8.33
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	9,485.00	768.66	768.66	8.10
112-110-6130	POLICE-IPERS	11,915.00	948.22	948.22	7.96
112-110-6150	POLICE-GROUP INSURANCE	36,726.00	3,060.49	3,060.49	8.33
112-110-6155	CITY SHARE- HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	2,800.00	89.82	89.82	3.21
112-110-6170	POLICE-UNEMPLOYMENT	270.00	13.40	13.40	4.96
112-110-6181	POLICE-UNIFORM ALLOWANCE	600.00	.00	.00	.00
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	216,265.00	17,462.67	17,462.67	8.07
001-150-6010	FIRE DEPT-SALARIES	15,000.00	920.00	920.00	6.13
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	2,500.00	.00	.00	.00
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	.00	.00	.00
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	.00	.00	.00
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	123.52	123.52	7.72
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	7,500.00	386.29	386.29	5.15
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	5,000.00	.00	.00	.00
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	31.67	31.67	1.06
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	30,000.00	.00	.00	.00
015-150-6505	T&A(FT)-EXPENSES	16,000.00	15,050.00	15,050.00	94.06
029-150-6504	DEPR-FD MINOR EQUIPMENT	.00	.00	.00	.00
112-150-6110	FIRE-FICA	1,148.00	70.42	70.42	6.13
112-150-6130	FIRE-IPERS	595.00	15.38	15.38	2.58
112-150-6155	CITY SHARE- HSA	.00	.00	.00	.00
112-150-6160	FIRE-WORKER'S COMP	6,500.00	.00	.00	.00
	FIRE TOTAL	107,858.00	16,597.28	16,597.28	15.39
001-170-6407	BUILDING INSPECTION FEES	30,000.00	2,877.60	2,877.60	9.59
	BUILDING INSPECTIONS TOT	30,000.00	2,877.60	2,877.60	9.59
001-190-6499	ANIMAL IMPOUNDMENT	500.00	.00	.00	.00
	ANIMAL CONTROL TOTAL	500.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 7/2020, FISCAL 1/2021**

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	PUBLIC SAFETY TOTAL	354,623.00	36,937.55	36,937.55	10.42
001-210-6010	STREETS-WAGES	41,260.00	5,143.77	5,143.77	12.47
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	.00	.00	.00
001-210-6332	STREETS-VEHICLE MAINT	.00	.00	.00	.00
001-210-6417	STREETS-PROJECTS	.00	.00	.00	.00
001-210-6419	STREETS-TECHNOLOGY SERV	2,305.00	2,609.97	2,609.97	113.23
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	92.25	92.25	9.23
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,500.00	.00	.00	.00
021-210-6417	T&A(SC)-REFUNDS	1,000.00	.00	.00	.00
029-210-6710	DEPR-NON RUT EQUIP	9,500.00	.00	.00	.00
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	160.00	160.00	5.33
110-210-6407	RUT-ENGINEERING	.00	.00	.00	.00
110-210-6408	RUT-LIABILITY INSURANCE	.00	.00	.00	.00
110-210-6417	RUT-STREET REPAIRS/MAINT	108,000.00	2,126.00	2,126.00	1.97
110-210-6425	RUT-SIDEWALK IMPROVEMENT	2,000.00	400.00	400.00	20.00
110-210-6490	RUT-FAIR VIEW DR SIDEWAL	18,000.00	.00	.00	.00
110-210-6504	RUT-STREET EQUIP	.00	.00	.00	.00
110-210-6710	RUT-DEPR EQUIP EXPENSES	.00	.00	.00	.00
112-210-6110	STREETS-FICA - STREETS	3,156.00	424.12	424.12	13.44
112-210-6130	STREETS-IPERS	3,895.00	495.12	495.12	12.71
112-210-6150	STREETS-GROUP INSURANCE	10,320.00	759.24	759.24	7.36
112-210-6155	CITY SHARE- HSA	2,325.00	52.26	52.26	2.25
112-210-6160	STREETS-WORKER'S COMP	5,000.00	.00	.00	.00
112-210-6170	STREETS-UNEMPLOYMENT	.00	.00	.00	.00
112-210-6181	STREETS-UNIFORM ALLOWANC	400.00	400.00	400.00	100.00
	ROADS, BRIDGES, SIDEWALK	213,361.00	12,662.73	12,662.73	5.93
110-230-6371	RUT-STREET LIGHTS	25,000.00	1,356.18	1,356.18	5.42
110-230-6509	RUT-STREET SIGNS	2,500.00	.00	.00	.00
	STREET LIGHTING TOTAL	27,500.00	1,356.18	1,356.18	4.93
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	.00	.00	.00
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	.00	.00
	SNOW REMOVAL TOTAL	20,000.00	.00	.00	.00
001-290-6010	GARBAGE-WAGES	15,629.00	1,660.33	1,660.33	10.62
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	.00	.00
001-290-6418	GARBAGE-SALES TAX	5,000.00	447.91	447.91	8.96
001-290-6499	GARBAGE-FEES	212,000.00	18,762.45	18,762.45	8.85
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	.00	.00	.00
001-290-6508	GARBAGE-POSTAGE	1,500.00	1,500.00	1,500.00	100.00
112-290-6110	GARBAGE-FICA	1,196.00	127.02	127.02	10.62
112-290-6130	GARBAGE-IPERS	1,475.00	156.75	156.75	10.63
112-290-6150	GARBAGE-GROUP INSURANCE	9,108.00	653.31	653.31	7.17
112-290-6155	CITY SHARE- HSA	1,850.00	29.00	29.00	1.57
	GARBAGE TOTAL	251,153.00	23,336.77	23,336.77	9.29
001-299-6010	GARAGE-WAGES	28,132.00	3,169.01	3,169.01	11.26
001-299-6310	GARAGE-BUILDING REPAIRS	5,000.00	.00	.00	.00
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	159.99	159.99	4.57

**BUDGET REPORT**  
**CALENDAR 7/2020, FISCAL 1/2021**

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-299-6332	GARAGE-VEHICLE REPAIRS	4,000.00	.00	.00	.00
001-299-6371	GARAGE-UTILITIES	3,000.00	92.45	92.45	3.08
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,000.00	149.56	149.56	3.74
001-299-6490	STREET TREES	23,000.00	.00	.00	.00
001-299-6507	GARAGE-OPERATING SUPPLIE	5,000.00	320.77	320.77	6.42
029-299-6799	DEPR-P/W BLDG EXPENSE	10,000.00	.00	.00	.00
112-299-6110	GARAGE-FICA	2,152.00	242.49	242.49	11.27
112-299-6130	GARAGE-IPERS	2,656.00	284.70	284.70	10.72
112-299-6150	GARAGE-GROUP INSURANCE	7,209.00	472.16	472.16	6.55
112-299-6155	CITY SHARE- HSA	1,463.00	25.36	25.36	1.73
112-299-6160	GARAGE-WORKER'S COMP	1,600.00	.00	.00	.00
	OTHER PUBLIC WORKS TOTAL	100,712.00	4,916.49	4,916.49	4.88
	PUBLIC WORKS TOTAL	612,726.00	42,272.17	42,272.17	6.90
001-350-6501	MOSQUITO SPRAYING	8,000.00	.00	.00	.00
	WATER,AIR,MOSQUITO CONTR	8,000.00	.00	.00	.00
001-399-6590	COVID-19 EXPENSES	.00	190.64	190.64	.00
	OTHER HEALTH/SOCIAL SERV	.00	190.64	190.64	.00
	HEALTH & SOCIAL SERVICES	8,000.00	190.64	190.64	2.38
001-410-6010	LIBRARY-WAGES	83,659.00	7,670.10	7,670.10	9.17
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	5,000.00	244.50	244.50	4.89
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	.00	.00
001-410-6340	LIBRARY-COMPUTER MAINT	6,000.00	.00	.00	.00
001-410-6371	LIBRARY-UTILITIES	6,000.00	.00	.00	.00
001-410-6373	LIBRARY-TELEPHONE	2,500.00	182.42	182.42	7.30
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,400.00	102.08	102.08	7.29
001-410-6502	LIBRARY-BOOKS	16,000.00	430.19	430.19	2.69
001-410-6505	LIBRARY-OFFICE FURNITURE	1,500.00	.00	.00	.00
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,000.00	80.11	80.11	1.34
001-410-6508	LIBRARY-POSTAGE	1,000.00	84.00	84.00	8.40
001-410-6599	LIBRARY-EQUIPMENT	.00	.00	.00	.00
041-410-6502	T&A(SL)-EXPENSES	5,000.00	.00	.00	.00
112-410-6110	LIBRARY-FICA	6,400.00	586.76	586.76	9.17
112-410-6130	LIBRARY-IPERS	7,897.00	724.07	724.07	9.17
112-410-6150	LIBRARY-GROUP INSURANCE	18,964.00	1,576.93	1,576.93	8.32
112-410-6155	CITY SHARE- HSA	5,000.00	100.00	100.00	2.00
112-410-6160	LIBRARY-WORKER'S COMP	250.00	.00	.00	.00
121-410-6770	LOST-CAP OUTLAY LIBRARY	200,000.00	.00	.00	.00
168-410-6721	T&A(BURNETT LIBRARY)-EXP	646,527.00	72,048.75	72,048.75	11.14
169-410-6770	CAP OUTLAY - LIBRARY	360,000.00	.00	.00	.00
501-410-6502	T&A BOOKS-EXPENSE	1,000.00	.00	.00	.00
	LIBRARY TOTAL	1,380,847.00	83,829.91	83,829.91	6.07
001-430-6010	PARKS-WAGES	43,760.00	6,306.84	6,306.84	14.41

**BUDGET REPORT**  
**CALENDAR 7/2020, FISCAL 1/2021**

**PCT OF FISCAL YTD 8.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	20,000.00	81.98	81.98	.41
001-430-6320	PARKS-GROUND MAINT/REPAI	10,000.00	261.00	261.00	2.61
001-430-6331	PARKS-VEHICLE OPERATION	2,000.00	282.00	282.00	14.10
001-430-6350	PARKS-EQUIP REPAIRS	1,000.00	80.52	80.52	8.05
001-430-6371	PARKS-UTILITIES	2,500.00	170.62	170.62	6.82
001-430-6385	PARKS-PRAIRIE MEADOW GRA	.00	.00	.00	.00
001-430-6390	PARKS-DALLAS COUNTY FOUN	10,000.00	.00	.00	.00
001-430-6399	PARKS-PARK EQUIP/MAINT	30,000.00	.00	.00	.00
001-430-6450	PARKS-TREE MAINT	5,000.00	1,700.00	1,700.00	34.00
001-430-6460	TREES PLEASE GRANT EXPEN	2,000.00	.00	.00	.00
001-430-6461	TREES FOREVER GRANT EXPE	1,500.00	.00	.00	.00
001-430-6495	PARKS-ACTIVITIES	200.00	.00	.00	.00
001-430-6507	PARKS-MISC OPERATING SUP	2,000.00	118.95	118.95	5.95
029-430-6720	DEPR-PARK EXPENSES	.00	.00	.00	.00
112-430-6110	PARKS-FICA	3,348.00	482.48	482.48	14.41
112-430-6130	PARKS-IPERS	3,523.00	325.79	325.79	9.25
112-430-6150	PARKS-GROUP INSURANCE	1,801.00	134.92	134.92	7.49
112-430-6155	CITY SHARE- HSA	413.00	7.27	7.27	1.76
112-430-6160	PARKS-WORKER'S COMP	675.00	.00	.00	.00
112-430-6181	PARKS-UNIFORM ALLOWANCE	.00	.00	.00	.00
167-430-6320	T&A(BURNETT REC)-PARK IM	35,000.00	.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	174,920.00	9,952.37	9,952.37	5.69
001-440-6010	SWIM POOL-WAGES	52,627.00	15,529.31	15,529.31	29.51
001-440-6230	SWIM POOL-CPO TRAINING	500.00	.00	.00	.00
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	81.97	81.97	.82
001-440-6350	SWIM POOL-OPER EQUIP REP	1,000.00	85.72	85.72	8.57
001-440-6371	SWIM POOL-UTILITIES	3,500.00	819.35	819.35	23.41
001-440-6373	SWIM POOL-TELEPHONE	500.00	26.53	26.53	5.31
001-440-6418	SWIM POOL-SALES TAX	2,500.00	241.57	241.57	9.66
001-440-6501	SWIM POOL-CHEM/INSPEC	6,000.00	313.65	313.65	5.23
001-440-6507	SWIM POOL-OPERATING SUPP	3,000.00	420.26	420.26	14.01
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	4,026.00	1,188.03	1,188.03	29.51
112-440-6130	SWIM POOL-IPERS	685.00	79.23	79.23	11.57
112-440-6150	SWIM POOL-GROUP INS	3,664.00	203.75	203.75	5.56
112-440-6155	CITY SHARE- HSA	663.00	11.68	11.68	1.76
112-440-6160	SWIM POOL-WORKER'S COMP	2,000.00	.00	.00	.00
166-440-6599	T&A(REC PROGRAM) EXPENSE	.00	.00	.00	.00
167-440-6801	T&A(BURNETT REC) PRINCIP	.00	.00	.00	.00
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

**BUDGET REPORT**  
**CALENDAR 7/2020, FISCAL 1/2021**

**PCT OF FISCAL YTD 8.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	RECREATION TOTAL	147,165.00	19,001.05	19,001.05	12.91
	CULTURE & RECREATION TOT	1,702,932.00	112,783.33	112,783.33	6.62
001-520-6210	ECON DEV-DUES	4,500.00	5,192.50	5,192.50	115.39
001-520-6371	ECON DEV-UTILITIES	150.00	.00	.00	.00
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	.00	.00
001-520-6470	ECON DEV-COMPLIANCE	10,000.00	599.70	599.70	6.00
001-520-6490	ECON DEV-MISC EXPENSE	3,000.00	.00	.00	.00
001-520-6495	ECON DEV-ACTIVITIES	25,000.00	.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	53,150.00	5,792.20	5,792.20	10.90
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	.00	.00
001-540-6490	P&Z-MISC	.00	.00	.00	.00
	PLANNING & ZONING TOTAL	100.00	.00	.00	.00
	COMMUNITY & ECONOMIC DEV	53,250.00	5,792.20	5,792.20	10.88
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	400.00	4.17
001-610-6210	MAYOR/COUNCIL-DUES	1,500.00	.00	.00	.00
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,000.00	506.01	506.01	8.43
001-610-6490	MAYOR/COUNCIL-AUDITS/BON	9,000.00	.00	.00	.00
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	13,500.00	87.62	87.62	.65
112-610-6110	MAYOR/COUNCIL-FICA	734.00	5.80	5.80	.79
112-610-6130	MAYOR/COUNCIL-IPERS	720.00	37.76	37.76	5.24
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	41,054.00	1,037.19	1,037.19	2.53
001-620-6010	CLERK-WAGES	60,832.00	6,916.55	6,916.55	11.37
001-620-6210	CLERK-DUES	150.00	.00	.00	.00
001-620-6230	CLERK-EDUCATION/TRAINING	2,000.00	.00	.00	.00
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00
001-620-6373	CLERK-TELEPHONE/RADIOS	3,100.00	252.51	252.51	8.15
001-620-6419	CLERK-TECHNOLOGY SERVICE	12,000.00	779.28	779.28	6.49
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	290.50	290.50	29.05
001-620-6505	CLERK-OFFICE EQUIP PURCH	6,000.00	.00	.00	.00
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	200.40	200.40	4.66
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	672.45	672.45	44.83
112-620-6110	CLERK-FICA	4,654.00	529.12	529.12	11.37
112-620-6130	CLERK-IPERS	5,743.00	652.94	652.94	11.37
112-620-6150	CLERK-GROUP INSURANCE	24,229.00	1,814.45	1,814.45	7.49
112-620-6155	CITY SHARE- HSA	5,175.00	103.50	103.50	2.00

**BUDGET REPORT**  
**CALENDAR 7/2020, FISCAL 1/2021**

**PCT OF FISCAL YTD 8.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
112-620-6160	CLERK-WORKER'S COMP	375.00	.00	.00	.00
	CLERK/TREASURER/ADM TOTA	131,558.00	12,211.70	12,211.70	9.28
001-640-6405	ATTORNEY-MISC EXP	3,000.00	.00	.00	.00
001-640-6411	ATTORNEY-RETAINER	31,200.00	2,600.00	2,600.00	8.33
	LEGAL SERVICES/ATTORNEY	34,200.00	2,600.00	2,600.00	7.60
001-650-6310	MEMORIAL HALL-BLDG MAINT	5,000.00	.00	.00	.00
001-650-6320	MEMORIAL HALL-MISC EXPEN	1,300.00	11.95	11.95	.92
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	333.10	333.10	5.12
001-650-6373	MEMORIAL HALL-TELEPHONE	600.00	.00	.00	.00
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	342.98	342.98	7.98
001-650-6499	MEMORIAL HALL-ELEV MAINT	900.00	.00	.00	.00
	CITY HALL/GENERAL BLDGS	18,600.00	688.03	688.03	3.70
001-660-6408	GENERAL-LIABILITY INSURA	37,000.00	.00	.00	.00
	TORT LIABILITY TOTAL	37,000.00	.00	.00	.00
001-699-6490	MISC UNALLOCATED REIMB	3,000.00	247.94-	247.94-	8.26-
	OTHER GENERAL GOVERNMENT	3,000.00	247.94-	247.94-	8.26-
	GENERAL GOVERNMENT TOTAL	265,412.00	16,288.98	16,288.98	6.14
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	90,000.00	.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	31,710.00	.00	.00	.00
200-210-6899	DS BOND REGISTRATION FEE	600.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALK	122,310.00	.00	.00	.00
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	.00	.00	.00	.00
200-815-6803	DS PRINC-2020 SRF	47,000.00	.00	.00	.00
200-815-6851	DS INT-2001 EDS	.00	.00	.00	.00
200-815-6852	DS INT-2001 SRF	.00	.00	.00	.00
200-815-6853	DS INT-2020 SRF	22,800.00	.00	.00	.00
200-815-6899	DS BOND REGISTRATIONS FE	500.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	70,300.00	.00	.00	.00
200-865-6801	DS PRINC-2016 SW STORM	120,000.00	.00	.00	.00
200-865-6851	DS INT-2016 SW STORM	72,535.00	.00	.00	.00
200-865-6899	DS BOND REGISTRATION	500.00	.00	.00	.00
	STORM DISTRICT TOTAL	193,035.00	.00	.00	.00
	DEBT SERVICE TOTAL	385,645.00	.00	.00	.00
600-810-6010	WATER-WAGES	77,518.00	8,270.32	8,270.32	10.67

**BUDGET REPORT**  
**CALENDAR 7/2020, FISCAL 1/2021**

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6110	WATER-FICA	5,930.00	663.29	663.29	11.19
600-810-6130	WATER-IPERS	7,318.00	782.90	782.90	10.70
600-810-6150	WATER-GROUP INSURANCE	18,097.00	1,319.40	1,319.40	7.29
600-810-6155	CITY SHARE- HSA	3,763.00	68.78	68.78	1.83
600-810-6160	WATER-WORKER'S COMP	2,500.00	.00	.00	.00
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	400.00	400.00	100.00
600-810-6210	WATER-DUES	1,500.00	185.35	185.35	12.36
600-810-6230	WATER-TRAINING	1,500.00	.00	.00	.00
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	25,000.00	57.08	57.08	.23
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	.00	.00	.00
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	68.56	68.56	3.43
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	40,000.00	22,901.13	22,901.13	57.25
600-810-6371	WATER-UTILITIES	21,000.00	2,328.92	2,328.92	11.09
600-810-6373	WATER-TELEPHONE	1,000.00	61.76	61.76	6.18
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	1,232.03	1,232.03	9.48
600-810-6401	WATER-AUDIT	.00	.00	.00	.00
600-810-6407	WATER-ENGINEERING	2,000.00	2,274.85	2,274.85	113.74
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	2,378.53	2,378.53	10.81
600-810-6419	WATER-TECHNOLOGY SERVICE	6,155.00	2,704.74	2,704.74	43.94
600-810-6499	WATER-TESTS	5,000.00	.00	.00	.00
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	3,783.12	3,783.12	11.46
600-810-6506	WATER-OFFICE SUPPLIES	1,700.00	.00	.00	.00
600-810-6507	WATER-OPERATING SUPPLIES	3,000.00	.00	.00	.00
600-810-6508	WATER-POSTAGE	1,500.00	.00	.00	.00
600-810-6599	WATER-MISC EXP	2,500.00	77.96	77.96	3.12
600-810-6780	WATER-CAPITAL IMPROVEMEN	100,000.00	.00	.00	.00
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	46,000.00	.00	.00	.00
600-810-6854	WATER DEPT-INT 2008 WTR	8,243.00	.00	.00	.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	1,178.00	.00	.00	.00
	WATER TOTAL	486,502.00	49,558.72	49,558.72	10.19
610-815-6010	SEWER-WAGES	73,142.00	8,314.69	8,314.69	11.37
610-815-6110	SEWER-FICA	5,595.00	666.48	666.48	11.91
610-815-6130	SEWER-IPERS	6,905.00	786.08	786.08	11.38
610-815-6150	SEWER-GROUP INSURANCE	19,443.00	1,449.54	1,449.54	7.46
610-815-6155	CITY SHARE- HSA	4,350.00	102.15	102.15	2.35
610-815-6160	SEWER-WORKER'S COMP	1,200.00	.00	.00	.00
610-815-6181	SEWER-UNIFORM ALLOWANCE	400.00	400.00	400.00	100.00
610-815-6210	SEWER-DUES	350.00	.00	.00	.00
610-815-6230	SEWER-EDUCATION/TRAINING	1,000.00	.00	.00	.00
610-815-6310	SEWER-BLDG REPAIR/MAINT	500.00	.00	.00	.00
610-815-6320	SEWER-GROUND REPAIR/MAIN	2,500.00	.00	.00	.00
610-815-6331	SEWER-VEHICLE OPERATIONS	1,600.00	68.56	68.56	4.29
610-815-6332	SEWER-VEHICLE REPAIRS	300.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 7/2020, FISCAL 1/2021**

**PCT OF FISCAL YTD 8.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6340	SEWER-OFFICE EQUIP	.00	.00	.00	.00
610-815-6350	SEWER-OPERATION/MAINT	20,000.00	320.00	320.00	1.60
610-815-6371	SEWER-UTILITIES	10,000.00	925.59	925.59	9.26
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	43.56	43.56	2.18
610-815-6407	SEWER-ENGINEERING	126,500.00	14,243.08	14,243.08	11.26
610-815-6408	SEWER-INSURANCE	12,000.00	.00	.00	.00
610-815-6411	SEWER-LEGAL	.00	6,648.90	6,648.90	.00
610-815-6418	SEWER-SALES TAX EXPENSE	4,300.00	498.30	498.30	11.59
610-815-6419	SEWER-TECHNOLOGY SERVICE	6,655.00	2,704.73	2,704.73	40.64
610-815-6499	SEWER-TESTS	8,000.00	521.50	521.50	6.52
610-815-6506	SEWER-OFFICE SUPPLIES	2,000.00	.00	.00	.00
610-815-6507	SEWER-SUPPLIES	1,000.00	.00	.00	.00
610-815-6508	SEWER-POSTAGE	1,500.00	.00	.00	.00
610-815-6599	SEWER-ADMIN EXPENSES	2,350.00	11.61	11.61	.49
610-815-6767	SEWER-FAIR VIEW DR SAN S	.00	836.00	836.00	.00
610-815-6780	SEWER-CAPITAL OUTLAY PRO	3,300,000.00	274,897.59	274,897.59	8.33
610-815-6801	SEWER DEBT-PRINC-2001 ED	.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
610-815-6804	SEWER DEBT-PRINC 2019 SR	56,000.00	.00	.00	.00
610-815-6851	SEWER DEBT-INT 2001 EDS	.00	.00	.00	.00
610-815-6853	SEWER DEBT-INT WASS	.00	.00	.00	.00
610-815-6852	SEWER DEBT-INT-1999	.00	.00	.00	.00
610-815-6854	SEWER DEBT-INT 2019 SRF	48,358.00	.00	.00	.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	6,908.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	3,724,856.00	313,438.36	313,438.36	8.41
740-865-6379	STORM DISTRICT-MAINT/REP	15,000.00	.00	.00	.00
740-865-6407	STORM DISTRICT-ENGINEER	3,000.00	.00	.00	.00
740-865-6411	STORM DISTRICT-LEGAL	.00	.00	.00	.00
740-865-6418	STORM DISTRICT-SALES TAX	1,200.00	108.36	108.36	9.03
740-865-6419	STORM DISTRICT-TECH SERV	2,305.00	2,609.96	2,609.96	113.23
740-865-6765	STORM DISTRICT-CAPITAL P	142,889.00	7,600.00	7,600.00	5.32
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	164,394.00	10,318.32	10,318.32	6.28
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	ENTERPRISE FUNDS TOTAL	4,375,752.00	373,315.40	373,315.40	8.53
001-910-6910	GENERAL-TRANSFERS OUT	97,370.00	.00	.00	.00
029-910-6910	DEPR-TRANSFER OUT	.00	.00	.00	.00
110-910-6910	RUT-TRANSFERS OUT	25,000.00	2,083.33	2,083.33	8.33
112-910-6910	T&A(EB)-TRANSFER OUT	.00	.00	.00	.00
119-910-6910	EMERGENCY FUND-TRANSFER	.00	.00	.00	.00
121-910-6910	LOST-TRANSFER OUT	109,290.00	4,554.00	4,554.00	4.17
125-910-6910	TIF-TRANSFER OUT	146,651.00	1,083.25	1,083.25	.74
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



**BUDGET REPORT**  
**CALENDAR 7/2020, FISCAL 1/2021**

**PCT OF FISCAL YTD 8.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
307-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00
600-910-6910	WATER-TRANSFERS OUT	6,000.00	.00	.00	.00
610-910-6910	SEWER-TRANSFERS OUT	6,000.00	.00	.00	.00
740-910-6910	STORM DISTRICT-TRANSFER	5,000.00	416.67	416.67	8.33
	TRANSFERS TOTAL	395,311.00	8,137.25	8,137.25	2.06
	TRANSFER OUT TOTAL	395,311.00	8,137.25	8,137.25	2.06

TOTAL EXPENSES BY FUNCTI	8,153,651.00	595,717.52	595,717.52	7.31
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# July 2020 Dallas Center Calls for Service

DATE/TIME	INCIDENT	LOCATION
2020-07-01 15:07	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2020-07-01 15:55	911 MISDIAL	240 <sup>TH</sup> ST / ORDER DR, DALLAS CENTER
2020-07-01 16:10	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2020-07-01 16:25	SUSPICIOUS	2477 240TH ST, DALLAS CENTER
2020-07-01 19:02	TRAFFIC STOP	QUINLAN AVE / SUGAR GROVE AVE, DALLAS CENTER
2020-07-01 21:34	FIREWORKS	1507 SYCAMORE ST, DALLAS CENTER
2020-07-02 01:29	EXTRA PATROL	2476 240TH ST, DALLAS CENTER
2020-07-02 01:33	EXTRA PATROL	1500 SUGAR GROVE AVE, DALLAS CENTER
2020-07-02 01:38	PREMISES CHECK	595 SUGAR GROVE AVE, DALLAS CENTER
2020-07-02 02:11	EXTRA PATROL	802 PERCIVAL AVE, DALLAS CENTER
2020-07-02 08:20	TRAFFIC STOP	FAIRVIEW DR / SYCAMORE ST, DALLAS CENTER
2020-07-03 06:45	911 HANGUP	QUINLAN AVE / SUGAR GROVE AVE, DALLAS CENTER
2020-07-03 20:50	FIREWORKS	FAIRVIEW DR / NORTHVIEW DR, DALLAS CENTER
2020-07-04 18:29	MEDICAL/AMBULANCE TRIP	401 PERCIVAL AVE, DALLAS CENTER
2020-07-04 23:04	FIREWORKS	1104 WALNUT ST, DALLAS CENTER
2020-07-05 14:36	911 HANGUP	FAIRVIEW DR / SUGAR GROVE AVE, DALLAS CENTER
2020-07-05 20:15	NOISE COMPLAINT	705 PERCIVAL AVE, DALLAS CENTER
2020-07-05 21:09	JUVENILE PROBLEM	1201 LINDEN ST, DALLAS CENTER
2020-07-06 12:22	CIVIL PAPER	307 14TH ST, Apt. A, DALLAS CENTER
2020-07-06 16:59	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2020-07-06 20:56	SUSPICIOUS	1400 VINE ST, DALLAS CENTER
2020-07-06 22:15	PUBLIC ASSIST	15TH ST / SUGAR GROVE AVE, DALLAS CENTER
2020-07-07 09:01	TRAFFIC STOP	FAIRVIEW DR / HICKORY CT, DALLAS CENTER
2020-07-07 09:01	911 HANGUP	LAUREL ST / KELLOGG AVE, DALLAS CENTER
2020-07-07 09:49	911 HANGUP	SYCAMORE ST / HATTON AVE, DALLAS CENTER
2020-07-07 16:15	TRAFFIC STOP	2581 240TH ST, DALLAS CENTER
2020-07-07 19:19	TRAFFIC HAZARD	12TH ST / SUGAR GROVE AVE, DALLAS CENTER
2020-07-07 21:11	TRAFFIC STOP	KELLOGG AVE / LAUREL ST, DALLAS CENTER
2020-07-07 21:43	TRAFFIC STOP	2438 240TH ST, DALLAS CENTER
2020-07-08 03:21	SUSPICIOUS	401 KELLOGG AVE, DALLAS CENTER
2020-07-08 04:21	SUSPICIOUS	607 9TH ST, DALLAS CENTER
2020-07-08 08:15	JUVENILE PROBLEM	1406 WALNUT ST, Apt. A, DALLAS CENTER
2020-07-08 10:12	HARASSMENT/THREATS	605 NORTHVIEW DR, DALLAS CENTER
2020-07-08 11:49	FOLLOW UP INVESTIGATION	602 VINE ST, DALLAS CENTER
2020-07-08 14:30	FOLLOW UP INVESTIGATION	602 VINE ST, DALLAS CENTER
2020-07-08 15:14	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER



## July 2020 Dallas Center Calls for Service

2020-07-08 17:22	TRAFFIC STOP	2700 240TH ST, DALLAS CENTER
2020-07-08 19:57	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2020-07-09 02:37	PREMISES CHECK	802 PERCIVAL AVE, DALLAS CENTER
2020-07-09 10:20	FIREWORKS	207 NORTHPOINT LN, DALLAS CENTER
2020-07-09 15:47	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
2020-07-09 17:55	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2020-07-10 01:58	PREMISES CHECK	1607 SUGAR GROVE AVE, DALLAS CENTER
2020-07-10 02:10	PREMISES CHECK	595 SUGAR GROVE AVE, DALLAS CENTER
2020-07-10 02:57	PREMISES CHECK	802 PERCIVAL AVE, DALLAS CENTER
2020-07-10 04:10	SUSPICIOUS	1204 LINDEN ST, DALLAS CENTER
2020-07-10 11:00	INFORMATION	506 14TH ST, DALLAS CENTER
2020-07-10 17:54	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2020-07-10 18:19	TRAFFIC STOP	2393 240TH ST, DALLAS CENTER
2020-07-10 20:58	MOTORIST ASSIST	2300 250TH ST, DALLAS CENTER
2020-07-10 23:13	EXTRA PATROL	905 VINE ST, DALLAS CENTER
2020-07-10 23:14	EXTRA PATROL	800 LINDEN ST, DALLAS CENTER
2020-07-10 23:51	TRAFFIC STOP	SUGAR GROVE AVE / 10TH ST, DALLAS CENTER
2020-07-11 01:00	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2020-07-11 08:01	911 TRANSFER	ASH ST / 13 <sup>TH</sup> ST, DALLAS CENTER
2020-07-11 15:54	BROADCAST	2400 240TH ST, DALLAS CENTER
2020-07-12 01:43	SUSPICIOUS	607 9TH ST, DALLAS CENTER
2020-07-12 13:27	911 HANGUP	SYCAMORE ST / 14 <sup>TH</sup> ST, DALLAS CENTER
2020-07-12 14:53	911 HANGUP	ASH ST / PERCIVAL AVE, DALLAS CENTER
2020-07-12 17:52	RETURN PHONE CALL	701 NORTHVIEW DR, DALLAS CENTER
2020-07-12 23:24	INFORMATION	908 8TH ST, DALLAS CENTER
2020-07-13 14:46	ALARM	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-07-13 19:18	ADMIN TRANSFER	802 PERCIVAL AVE, DALLAS CENTER
2020-07-13 22:27	CIVIL PAPER	908 8TH ST, DALLAS CENTER
2020-07-13 22:49	VIOLATION OF PROTECTION ORDER	908 8TH ST, DALLAS CENTER
2020-07-14 00:56	ALARM	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-07-14 02:30	PREMISES CHECK	908 8TH ST, DALLAS CENTER
2020-07-14 11:00	FOLLOW UP INVESTIGATION	908 8TH ST, DALLAS CENTER
2020-07-14 18:03	911 HANGUP	ASH ST / 14 <sup>TH</sup> ST, DALLAS CENTER
2020-07-15 00:28	EXTRA PATROL	908 8TH ST, DALLAS CENTER
2020-07-15 16:53	NOISE COMPLAINT	705 PERCIVAL AVE, DALLAS CENTER
2020-07-15 18:59	TRAFFIC COMPLAINT	240TH ST / R AVE, DALLAS CENTER
2020-07-15 19:58	FOLLOW UP INVESTIGATION	1405 WALNUT ST, DALLAS CENTER



# July 2020 Dallas Center Calls for Service

2020-07-16 09:38	911 HANGUP	240 <sup>TH</sup> ST / ORDER DR, DALLAS CENTER
2020-07-16 10:17	FIRE ALARM	1204 LINDEN ST, DALLAS CENTER
2020-07-16 15:29	HARASSMENT/THREATS	506 14TH ST, DALLAS CENTER
2020-07-16 16:47	911 HANGUP	CHERRY ST / PERCIVAL AVE, DALLAS CENTER
2020-07-16 17:03	VIOLATION OF PROTECTION ORDER	1005 VINE ST, DALLAS CENTER
2020-07-16 22:36	TRAFFIC STOP	SUGAR GROVE AVE / KELLOGG AVE, DALLAS CENTER
2020-07-17 00:47	MEDICAL/AMBULANCE TRIP	702 11TH ST, DALLAS CENTER
2020-07-17 08:22	MVC-PD	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-07-17 12:17	VEHICLE UNLOCK	1607 CHERRY ST, DALLAS CENTER
2020-07-17 12:37	ANIMAL COMPLAINT	1300 SUGAR GROVE AVE, DALLAS CENTER
2020-07-17 14:30	MEDICAL/AMBULANCE TRIP	701 LINDEN ST, DALLAS CENTER
2020-07-17 15:26	ALARM	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-07-17 16:34	TRAFFIC STOP	15TH ST / WALNUT ST, DALLAS CENTER
2020-07-17 21:32	MOTORIST ASSIST	2500 240TH ST, DALLAS CENTER
2020-07-18 02:18	SUSPICIOUS	607 9TH ST, DALLAS CENTER
2020-07-18 12:42	911 MISDIAL	FAIRVIEW DR / NORTHVIEW DR, DALLAS CENTER
2020-07-18 15:00	WELFARE CHECK	1204 LINDEN ST, Apt. 89, DALLAS CENTER
2020-07-18 16:33	TRAFFIC COMPLAINT	R AVE / 240TH ST, DALLAS CENTER
2020-07-18 20:49	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2020-07-18 23:04	PREMISES CHECK	1607 SUGAR GROVE AVE, DALLAS CENTER
2020-07-19 04:51	OPEN DOOR/WINDOW	1206 SUGAR GROVE AVE, DALLAS CENTER
2020-07-19 09:08	911 MISDIAL	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2020-07-19 19:01	WELFARE CHECK	2468 240TH ST, DALLAS CENTER
2020-07-19 19:53	911 HANGUP	ASH ST / PERCIVAL AVE, DALLAS CENTER
2020-07-19 19:53	THEFT OF MOTOR VEHICLE	2468 240TH ST, DALLAS CENTER
2020-07-20 07:29	TRAFFIC COMPLAINT	1000 8TH ST, DALLAS CENTER
2020-07-20 08:50	FORGERY/FRAUD	590 SUGAR GROVE AVE, DALLAS CENTER
2020-07-20 12:46	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
2020-07-20 13:12	DEATH INVESTIGATION	1204 LINDEN ST, DALLAS CENTER
2020-07-20 22:26	WELFARE CHECK	1005 VINE ST, DALLAS CENTER
2020-07-21 00:35	DOMESTIC	307 14TH ST, Apt. APT A, DALLAS CENTER
2020-07-21 07:48	911 HANGUP	240 <sup>TH</sup> ST / ORDER DR, DALLAS CENTER
2020-07-21 12:04	RETURN PHONE CALL	1500 WALNUT ST, DALLAS CENTER
2020-07-21 14:22	SUSPICIOUS	516 SYCAMORE ST, DALLAS CENTER
2020-07-21 18:01	PUBLIC ASSIST	1005 VINE ST, DALLAS CENTER
2020-07-21 18:09	ANIMAL BITE/ATTACK	202 15TH ST, DALLAS CENTER
2020-07-21 18:11	ANIMAL COMPLAINT	1005 VINE ST, DALLAS CENTER



## July 2020 Dallas Center Calls for Service

2020-07-21 18:56	911 MISDIAL	ASH ST / PERCIVAL AVE, DALLAS CENTER	
2020-07-21 19:24	PUBLIC ASSIST	1005 VINE ST, DALLAS CENTER	
2020-07-21 20:21	PUBLIC ASSIST	1005 VINE ST, DALLAS CENTER	
2020-07-21 20:46	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER	
2020-07-22 08:14	ANIMAL COMPLAINT	1005 VINE ST, DALLAS CENTER	
2020-07-22 10:34	MEDICAL/AMBULANCE TRIP	201 13TH ST, DALLAS CENTER	
2020-07-22 12:43	INFORMATION	1503 WALNUT ST, DALLAS CENTER	
2020-07-22 15:33	WARRANT CHECK	1806 LINDEN ST, Apt. 12, DALLAS CENTER	
2020-07-22 15:36	PUBLIC ASSIST	1005 VINE ST, DALLAS CENTER	
2020-07-22 17:55	PUBLIC ASSIST	908 8TH ST, DALLAS CENTER	
2020-07-22 18:19	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER	
2020-07-22 19:04	HARASSMENT/THREATS	1505 SUGAR GROVE AVE, DALLAS CENTER	
2020-07-22 20:07	ANIMAL BITE/ATTACK	1704 LAUREL ST, DALLAS CENTER	
2020-07-22 21:17	FOLLOW UP INVESTIGATION	1505 SUGAR GROVE AVE, DALLAS CENTER	
2020-07-23 08:41	FOLLOW UP INVESTIGATION	1506 CHERRY ST, DALLAS CENTER	
2020-07-23 09:32	TRAFFIC HAZARD	27000 240TH ST, DALLAS CENTER	
2020-07-23 11:36	VANDALISM	907 13TH ST, DALLAS CENTER	
2020-07-23 15:52	PUBLIC ASSIST	1007 VINE ST, DALLAS CENTER	
2020-07-23 19:51	WELFARE CHECK	1204 LINDEN ST, Apt. 94, DALLAS CENTER	
2020-07-23 20:16	VEHICLE UNLOCK	1915 SUGAR GROVE AVE, DALLAS CENTER	
2020-07-23 21:09	FOLLOW UP INVESTIGATION	1505 SUGAR GROVE AVE, DALLAS CENTER	
2020-07-24 07:10	TRAFFIC STOP	1205 13TH ST, DALLAS CENTER	
2020-07-24 12:30	CIVIL DISPUTE	705 NORTHVIEW DR, DALLAS CENTER	
2020-07-24 14:22	FORGERY/FRAUD	506 14TH ST, DALLAS CENTER	
2020-07-24 15:04	TRAFFIC CONTROL	1400 WALNUT ST, DALLAS CENTER	
2020-07-24 16:18	CIVIL PAPER	1800 LINDEN ST, DALLAS CENTER	
2020-07-24 16:45	EXTRA PATROL	802 PERCIVAL AVE, DALLAS CENTER	
Grand Total	445 hours patrol, 14 hours on calls, 459 hours total, 320 required		175

# Monthly Water Report

Date	Jul-20																																			
<b>Water Plant</b>																																				
Total Gal.>	5,053,000	Max	207,200	Min	105,500	Avg	163,000	Gpm	239																											
Total Hrs.>	353.4	Max	15.4	Min	7.2	Avg	11.4																													
Last Month.>	4,833,500	Max	309,400	Min	83,400	Avg	161,100	Gpm	231																											
Last Year.>	6,973,900	Max	635,300	Min	151,000	Avg	225,000	Gpm	259																											
Lbs.of Chlorine	769	Lbs of Fluoride	48	Gallons of salt brine	1,282																															
Chlorine.Mg/l	0.71	Fluoride.Mg/l	0.5	Hardness. Mg/l	122	Iron. Mg/l	0.01	Nitrate.Mg/l																												
Well																																				
<b>Date</b>	7/17/2020																																			
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm																
Well # 7	36	26	10	250																																
Well # 8																																				
Well # 9	32	20	12	140																																
Well # 10	24	10	14	120																																
Test Well																																				
<b>Water Meters</b>	<table border="0" style="width: 100%;"> <tr> <td>New Installs</td> <td></td> <td>Read In</td> <td></td> </tr> <tr> <td>Replace Meter</td> <td></td> <td>Read Out</td> <td></td> </tr> <tr> <td>Replace Radio Read</td> <td></td> <td>Shut off For nonpayment</td> <td></td> </tr> <tr> <td>Repair</td> <td></td> <td></td> <td></td> </tr> </table>																				New Installs		Read In		Replace Meter		Read Out		Replace Radio Read		Shut off For nonpayment		Repair			
New Installs		Read In																																		
Replace Meter		Read Out																																		
Replace Radio Read		Shut off For nonpayment																																		
Repair																																				
<b>Fire Hydrants</b>	<table border="0" style="width: 100%;"> <tr> <td>New Install</td> <td></td> <td>Flush Hyd</td> <td></td> <td>Repair Hyd</td> <td></td> </tr> </table>																				New Install		Flush Hyd		Repair Hyd											
New Install		Flush Hyd		Repair Hyd																																
<b>Water Plant</b>	7/24/20 -Backwashed Filters 1-2 7/27/20 - Backwashed Filter 3																																			
<b>Water Tower</b>																																				
<b>Reservoir</b>																																				
<b>Dist. System</b>																																				
<b>Wells</b>	7/17/20- Tested Wells 7-9-10 No issues 7/31/20 - Plugged Well 8 done by Northway Well.																																			
<b>Other</b>																																				

## FIRE & EMS REPORT

July 2020

Total calls : 23

### **FIRE 11 total**

1 UTL missing cat

2 Fire Alarm

4 COQ with Grimes

1 mutual aid with Adel

2 MVC

1 electrical hazard

### **EMS 12 Total**

12 calls for service (7 City/5 Rural)

# JULY 2020 CODE ENFORCEMENT REPORT DALLAS CENTER

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
2017-051	1600 Linden	BEGIN 2017 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	
2019-042	1401 Walnut	BEGIN 2019 Property Maintenance	4/24/2019	5/28/2019 6/20/19	Advisory/ 5/20/19 Certified	
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 8/18/20	Advisory- 10/29/19 Certified Extend to Spring-6-17-20 Municipal Infraction	
2019-155	404-10	Encroachment	10/29/2019	11/14/2019 5/29/20 7/21/20	Advisory--Check back Spring 2020 per Cindy- 5/5/20 Certified-6.23.20 Mun. Infrac.	
2019-156	402-10	Encroachment	10/29/2019	11/14/2019 5/29/20 7/21/20	Advisory--Check back Spring 2020 per Cindy- 5/5/20 Certified-6.23.20 Mun. Infrac.	7/20/2020
2019-181	401-13	Junk ROW	12/18/2019	12/24/2019	M	



2019-182	1402 Sycamore	Junk ROW	12/18/2019	12/24/2019 1/10/20	M- 12/24/19 Advisory	
2019-185	707 Hatton	FYP	12/24/2019	12/30/2019	M	
		<b>BEGIN-2020</b>				
2020-012	1600 Linden	Junk	2/5/2020	2/22/2020 3/13/20	Advisory- 2/21/20 CERTIFIED	
2020-017	1201 Loral	Junk	3/3/2020	3/10/2020	M	
2020-027	1703 Walnut	Junk	3/17/2020	7/3/20	card-6/17/20 Advisory	7/20/2020
2020-071	107 Percival	Vehicle&Parking	6/8/2020	6/25/2020	Advisory-	
2020-074	707-10	J-R.O.W.	6/17/2020	6/23/2020	M	7/6/2020
2020-078	1205 Walnut	Junk	6/17/2020	6/23/2020 7/10/20 8/7/20	M- Advisory- 7/20/20 Certified	
2020-081	1005 Sugar Grove	Grass	6/29/2020	7/7/2020	Advisory	7/20/2020
2020-082	402-10	Junk&Vehicle	6/29/2020	7/14/2020	Advisory	7/6/2020
2020-083	802 Vine	Junk	6/29/2020	7/7/2020	M	7/6/2020
2020-084	706 Vine	FYP	6/29/2020	7/7/2020	M	7/6/2020
2020-085	804 Fairview	Vehicle&Parking	6/29/2020	7/7/2020 6/22/20	M- 7/6/20 Advisory	
2020-086	704 Oak Ct.	Grass	6/29/2020	7/7/2020	Advisory	7/20/2020
2020-087	404-10	Junk & Vehicles	7/6/2020	7/22/2020 8/4/20	Advisory * extended	
2020-088	201-14	Junk & Vehicles	7/6/2020	7/22/2020	Advisory	
2020-089	104-14	Junk & Vehicles	7/6/2020	7/22/2020	Advisory	7/20/2020
2020-090	201 Percival	Junk R.O.W.	7/6/2020	7/13/2020	M	7/20/2020
2020-091	1004 Walnut	Junk	7/20/2020	7/27/2020	M	7/30/2020
2020-092	1101 Walnut	Junk	7/20/2020	7/27/2020	M	7/30/2020
2020-093	204-15	Grass	7/20/2020	7/27/2020	Advisory	
2020-094	1605 Sugar Grove	Vehicle&Parking	7/20/2020	8/6/2020	Advisory	
2020-095	606 Vine	Parking	7/30/2020	8/4/2020	M	
2020-096	1200 Walnut	Parking & Vehicle	7/30/2020	8/4/2020	M	
2020-097	1300 Sycamore	Vehicle	7/30/2020	8/4/2020	M	
2020-098	1305 Vine	Vehicle	7/30/2020	8/4/2020	M	

	100 Percival	Vehicle	7/30/2020	8/4/2020	M	
2020-099						
2020-100						

**Applicant License Application ( LC0043297 )**

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

**Contact Person**

<b>Name</b> <u>Juanita Slaughter</u>	
<b>Phone:</b> ( ) <u></u>	<b>Email</b> <u></u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:** 12 months

**Effective Date:** 04/03/2020

**Expiration Date:** 04/02/2021

**Privileges:**

Class C Liquor License (LC) (Commercial)

Outdoor Service

**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**

**Juanita Slaughter**

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

**Randi Boelkes**

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

**Insurance Company Information**

<b>Insurance Company:</b> <u>Illinois Casualty Co</u>
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**Policy Effective Date:**

**Policy Expiration**

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**



**CITY OF DALLAS CENTER STREET CLOSING PERMIT REQUEST**

**This request must be submitted 30 days prior to the event.**

Applicant/Organization: Twisted Corn Tavern

Address: 1405 Walnut Street

Phone: 515-992-3868

Contact Person: Randi Boelkes

Address: \_\_\_\_\_

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

Date of Event: 08/28/2020-08/30/2020 Time: 3:00 PM 08/28 to 12:00 AM 08/30

Nature of Activities: Not Fall Festival Beer Garden & Live Band

Streets/Intersections Requested to Be Blocked Off:

Street closure of Walnut from intersection of 14th Street to intersection  
of 15th Street.

\_\_\_\_\_

RBoelkes 08/10/2020  
Signature of Applicant Date

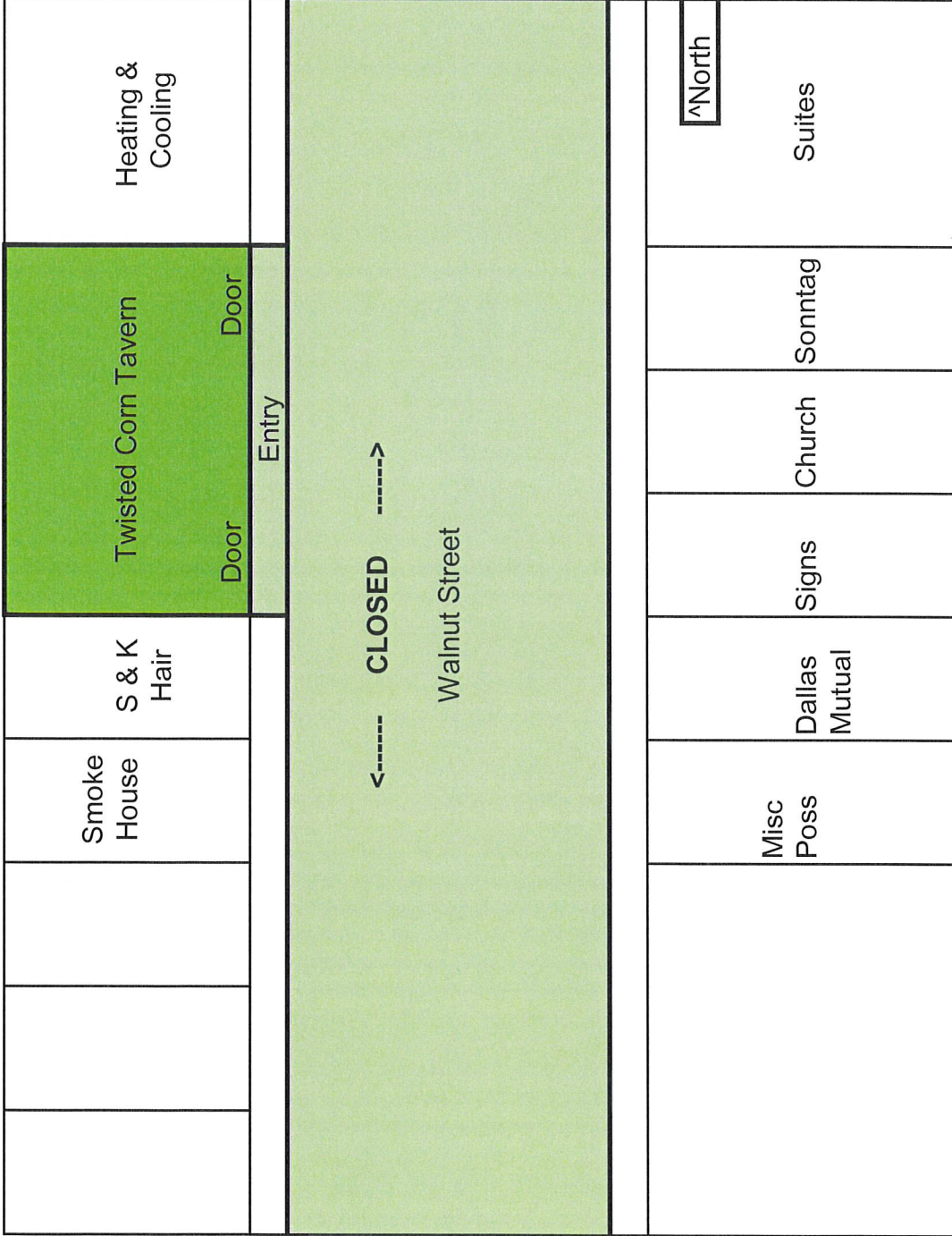
City Council \_\_\_\_\_ Approved  
\_\_\_\_\_ Denied

Copies to: PD   
FD   
PW

Bike Trail

13th Street

14th Street



15th Street

**RESOLUTION NO. 2020-59**

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE DALLAS CENTER PUBLIC LIBRARY PHASE 2 CONSTRUCTION (REMODELING AND ADDITION PROJECT)**

**WHEREAS**, on the 30<sup>th</sup> day of July, 2020, 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 Dallas Center Public Library Phase 2 Construction (Remodeling and Addition Project); 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 11<sup>th</sup> day of August, 2020.

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Michael A. Kidd, Mayor

ATTEST:

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Cindy Riesselman, City Clerk



QUAD CITIES OFFICE  
131 W 2nd Street, Suite 400  
P.O. Box 3608  
Davenport, IA 52801  
PHONE 563.322.7301 FAX 563.322.2503

CENTRAL IOWA OFFICE  
1001 Office Park Road, Suite 110  
West Des Moines, IA 50265  
PHONE 515.645.4481 FAX 515.270.4614  
WEB [estesconstruction.com](http://estesconstruction.com)

August 7, 2020

Mrs. Cindy Riesselman, City Clerk  
Dallas Center  
1502 Walnut Street  
Dallas Center, Iowa 50063

RE: Dallas Center Public Library Phase 2  
General Trades Package  
Mechanical Package  
Electrical Package

Mrs. Riesselman,

Estes Construction completed the pre-award interview with the apparent low bidder for the General Construction Package on August 7, 2020. During the pre-award process, we reviewed the bidder's scope of work, conformance to the bid documents, planned subcontractors and suppliers, schedule compliance, and proposed means and methods.

We have secured multiple competitive bids in these categories. We conclude that the bids received are fair and reasonable, and recommend awarding contract to the bidder as indicated below and reflected in the attached bid tabulation.

1. General Trades Package	K. Johnson Construction
a. Base Bid	\$774,396
b. Alternate #1	\$12,750
c. Alternate #2	\$0
2. Mechanical Package	AMC Mechanical
a. Base Bid	\$201,000
b. Alternate #1	\$0
c. Alternate #2	\$12,400
3. Electrical Package	Tri-City Electric
a. Base Bid	\$195,115
b. Alternate #1	\$0
c. Alternate #2	\$690

Upon your approval, the apparent low bidder is prepared to initiate activities in order to procure materials and meet project expectations.

Attached is the bid tabulation recap, for your use.

We thank you for the opportunity to be of service and look forward to a successful project and longstanding relationship with you & your staff. Should you have any questions or require additional information, please do not hesitate to contact me at 515-6810421, or by email at [rhaaland@estesconstruction.com](mailto:rhaaland@estesconstruction.com).

Sincerely,  
ESTES CONSTRUCTION

Ryan Haaland  
Pre-Construction Manager

Attachments: Bid Comparison (August 7, 2020)  
Base Bid Project Estimate

CC: Ralph Brown



BID PACKAGE DESCRIPTION/BIDDERS	BID SECURITY	ADDENDA 1, 2	BASE BID TOTAL	ALT.1	ALT. 2	TOTAL	REMARKS
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PH II: BID PACKAGE A - GENERAL TRADES		1, 2	\$971,894	\$20,000	\$0	\$991,894	
K. Johnson Construction	10%	1,2	\$774,396	\$12,750	\$0	\$787,146	
Core Structural Services	10%	1,2	\$832,000	\$9,000	\$0	\$841,000	
Christner Contracting	10%	1,2	\$874,000	\$12,730	\$0	\$886,730	
Blue Ribbon Builders LLC	10%	1,2	\$899,700	\$8,500	\$0	\$908,200	
Huff Contracting Inc	10%	1,2	\$936,019	\$7,157	\$0	\$943,176	
Keystone Construction Services LLC	10%	1,2	\$952,000	\$6,613	\$0	\$958,613	
Edge Commercial	10%	1,2	\$954,260	\$10,900	\$0	\$965,160	
Lang Construction	10%	1,2	\$997,500	\$7,380	\$0	\$1,004,880	
Premier Commercial Services	10%	1,2	\$1,037,820	\$17,095	\$0	\$1,054,915	
Trinity Construction	10%	1,2	\$1,175,000	\$13,500	\$0	\$1,188,500	
Jensen Builders LTD	10%	1,2	\$1,191,175	\$9,638	\$0	\$1,200,813	
						\$0	
			(\$197,498)	(\$7,250)	\$0	(\$204,748)	-20.64% Variance to Budget

PH II: BID PACKAGE B - MECHANICAL		1, 2	\$188,108	\$5,000	\$10,000	\$203,108	
AMC Mechanical Group	10%	1,2	\$201,000	\$0	\$12,400	\$213,400	
Cunningham Inc.	10%	1,2	\$212,100	\$2,900	\$15,150	\$230,150	
Excel Mechanical	10%	1,2	\$216,500	\$0	\$16,000	\$232,500	
AirCon Mechanical	10%	1,2	\$237,031	\$1,337	\$11,174	\$249,542	
Proctor Mechanical Corporation	5%	1,2	\$264,969	\$2,190	\$13,169	\$280,328	
Manning-Seivert Mechanical Contractors,	10%	1	\$288,777	\$3,075	\$11,316	\$303,168	
Central Iowa Mechanical	10%	1,2	\$331,300	\$0	\$10,000	\$341,300	
						\$0	
			\$12,892	(\$5,000)	\$2,400	\$10,292	5.07% Variance to Budget

PH II: BID PACKAGE C - ELECTRICAL		1, 2	\$176,874	\$0	\$1,000	\$177,874	
Tri City Electric	10%	1,2	\$195,115	\$0	\$690	\$195,805	
MMC	5%	1,2	\$198,755	\$0	\$460	\$199,215	
Commonwealth	10%	1,2	\$206,266	\$0	\$1,183	\$207,449	
Van Maanen Electric	10%	1,2	\$207,275	\$550	\$895	\$208,720	
DeVries Electric	10%	1,2	\$221,000	\$0	\$1,000	\$222,000	
						\$0	
			\$18,241	\$0	(\$310)	\$17,931	10.08% Variance to Budget

BID PACKAGE DESCRIPTION/BIDDERS	BID SECURITY	ADDENDA 1, 2	BASE BID TOTAL	ALT.1	ALT. 2	TOTAL	REMARKS
<b>TOTALS</b>							
Low Bid Subtotal			\$1,170,511	\$12,750	\$13,090	\$1,196,351	
CM General Requirements			168,761	0	0	168,761	
Design Fees			116,967	0	0	116,967	
Business Liability Insurance (1.0%)			14,562	128	131	14,821	
CM Fee (5.5%)			80,894	708	727	82,329	
<b>Construction Total</b>			<b>\$1,551,695</b>	<b>\$13,586</b>	<b>\$13,948</b>	<b>\$1,579,229</b>	
Amendment #2 Design Fee			(95,490)			(95,490)	Previous agreement
Amendment #2 Insurance			(1,059)			(1,059)	Previous agreement
Amendment #2 CM Fee			(22,097)			(22,097)	Previous agreement
<b>Amendment #3 Construction Total</b>			<b>\$1,433,049</b>	<b>\$13,586</b>	<b>\$13,948</b>	<b>\$1,460,583</b>	
Contingency Allowance			25,000			25,000	
Primary Builders Risk			2,863			2,863	
Fixtures, Furnishings and Equipment			110,000			110,000	
Geotechnical Services			4,000			4,000	
Moving Costs			25,000			25,000	
Special Inspections			5,000			5,000	
<b>Total Project Costs</b>			<b>\$1,604,912</b>	<b>\$13,586</b>	<b>\$13,948</b>	<b>\$1,632,446</b>	Total of recommended costs=\$

<b>Budget Analysis</b>							
Bid Package Budget Subtotal			\$1,336,876	\$25,000	\$11,000	\$1,493,031	
Variance from Low Bid Subtotal (\$)			(166,365)	(12,250)	2,090	(296,680)	
Variance from Low Bid Subtotal (%)			-12.44%	-49.00%	19.00%	-19.87%	
<b>Total Project Budget</b>			<b>\$1,908,778</b>	<b>\$25,000</b>	<b>\$11,000</b>	<b>\$1,944,778</b>	
Variance from Total Project Costs (\$)			(303,866)	(11,414)	2,948	(312,332)	
Variance from Total Project Costs (%)			-15.92%	-45.66%	26.80%	-16.06%	

Spreadsheet Level	Phase	Takeoff Quantity	Total Cost/Unit	Total Amount	Notes
<b>00 General Requirements</b>					
<b>013000 Administrative Requirements</b>					
VDC Manager	1070	6.00 mnth	393.09 /mnth	2,359	
Superintendent-Class 1	1200	26.00 week	4,085.34 /week	106,219	
Project Manager	1210	26.00 week	1,310.30 /week	34,068	
Project Coordinator	1225	26.00 week	189.00 /week	4,914	
Car Travel Per Diem	1230	26.00 week	30.19 /week	785	
Truck Per Diem-Supt 1	1230	6.00 mnth	420.00 /mnth	2,520	
Reproduction Costs	1300	2,000.00 sht	1.58 /sht	3,150	
Electronic Document Mgmt	1350	2,285.00 m	1.05 /m	2,399	
				<u>156,413</u>	
<b>014000 Quality Requirements</b>					
Bldg Envelope Review-Under \$2M	1400	1.00 each	2,100.00 /each	2,100	
				<u>2,100</u>	
<b>014000 Quality Requirements</b>					
<b>015000 Temporary Facilities &amp; Controls</b>					
Cellular Phone	1510	6.00 mnth	157.50 /mnth	945	
Drinking Water Service	1510	6.00 mnth	52.50 /mnth	315	
Chem Toilet Rental	1510	6.00 mnth	105.00 /mnth	630	
Hand Wash Station	1510	6.00 mnth	68.25 /mnth	410	
Wireless Internet Service	1510	6.00 mnth	73.50 /mnth	441	
Project Sign	1580	1.00 each	525.00 /each	525	
Company Sign	1580	1.00 each	472.50 /each	473	
Office Trailer-12x60	1590	6.00 mnth	472.50 /mnth	2,835	
Steps/Landing Rental	1590	12.00 each	26.25 /each	315	
Setup/Delivery/Return	1590	2.00 each	1,680.00 /each	3,360	
				<u>10,248</u>	
<b>015000 Temporary Facilities &amp; Controls</b>					
<b>00 General Requirements</b>					
				<u>168,761</u>	
<b>01 General Trades</b>					
<b>061000 Rough Carpentry</b>					
General Trades	6100	1.00 lsum	774,396.00 /lsum	774,396	
				<u>774,396</u>	
<b>01 General Trades</b>					
				<u>774,396</u>	
<b>02 Mechanical</b>					
<b>230000 HVAC Systems</b>					
Mechanical	15050	1.00 lsum	201,000.00 /lsum	201,000	
				<u>201,000</u>	
<b>230000 HVAC Systems</b>					
				<u>201,000</u>	
<b>02 Mechanical</b>					
				<u>201,000</u>	
<b>03 Electrical</b>					
<b>260000 Electrical</b>					
				<u>201,000</u>	

Spreadsheet Level	Phase	Takeoff Quantity	Total Cost/Unit	Total Amount	Notes
260000 Electrical	16050	1.00 lsum	195,115.00 /lsum	195,115	
Electrical				195,115	
260000 Electrical				195,115	

**03 Electrical**

**Estimate Totals**

Description	Rate	Amount	Totals
<b>Construction Subtotal</b>		<b>1,339,272</b>	<b>1,339,272</b>
Permit Fees		116,967	
Design Fees		14,562	
Business Liability Insurance	1.000 %	80,894	
Construction Management Fee	5.500 %		
<b>Total Construction Costs</b>		<b>212,423</b>	<b>1,551,695</b>
Amendment #2 Design Fees		(95,490)	
Amendment #2 Insurance		(1,059)	
Amendment #2 CM Fee		(17,416)	
Construction Contingency		25,000	
Primary Builders Risk-NC		2,863	
Fixtures, Furnishings & Equip		110,000	
Geotechnical Services		4,000	
Moving Costs		25,000	
Special Inspections		5,000	
Annual Inflation Escalation			
Site Survey, included in design fee			
Computers and IT			
Signage			
Kitchen Equipment			
Kitchen Hood			
Hazardous Material Abatement			
Document Reproduction			
Geotechnical Services			
Testing Services			
<b>Total Other Costs</b>		<b>57,898</b>	<b>1,609,593</b>
<b>Total</b>			<b>1,609,593</b>

**RESOLUTION NO. 2020-60**

**RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT  
FOR THE DALLAS CENTER PUBLIC LIBRARY PHASE 2  
CONSTRUCTION (REMODELING AND ADDITION PROJECT) -  
GENERAL TRADES**

**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 Dallas Center Public Library Phase 2 Construction (Remodeling and Addition Project) - General Trades, described in the plans and specifications heretofore adopted by this Council on August 11, 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 General Trades 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 11<sup>th</sup> day of August, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk

RESOLUTION NO. 2020-61

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT  
FOR THE DALLAS CENTER PUBLIC LIBRARY PHASE 2  
CONSTRUCTION (REMODELING AND ADDITION PROJECT) -  
MECHANICAL

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 Dallas Center Public Library Phase 2 Construction (Remodeling and Addition Project) - Mechanical, described in the plans and specifications heretofore adopted by this Council on August 11, 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 Mechanical 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 11<sup>th</sup> day of August, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

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Cindy Riesselman, City Clerk

RESOLUTION NO. 2020-62.

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT  
FOR THE DALLAS CENTER PUBLIC LIBRARY PHASE 2  
CONSTRUCTION (REMODELING AND ADDITION PROJECT) -  
ELECTRICAL

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 Dallas Center Public Library Phase 2 Construction (Remodeling and Addition Project) - Electrical, described in the plans and specifications heretofore adopted by this Council on August 11, 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 Electrical 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 11<sup>th</sup> day of August, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk



**RESOLUTION NO. 2020-63**

**RESOLUTION APPROVING AMENDMENT NO. 3 TO MASTER AGREEMENT WITH THE CONSTRUCTION MANAGER, ESTES COMPANY, LLC, DATED FEBRUARY 13, 2019, IN CONNECTION WITH THE LIBRARY REMODELING AND BUILDING ADDITION PROJECT.**

**WHEREAS**, the City of Dallas Center entered into a Master Contract with Estes Company, LLC of Davenport, Iowa, on February 13, 2019, for professional services as construction manager for the Dallas Center Library remodeling and addition construction project: and

**WHEREAS**, the Council on August 11, 2020, approved Resolution No. 2020-59 adopting plans, specifications, form of contract and estimate of costs for the Library Phase 2 Construction (Remodeling and Addition Project); and

**WHEREAS**, pursuant to Section 11.1 of the Master Contract, it now is appropriate for the Council to approve Amendment No. 3 to the Master Contract for construction management services in the amount of 5.5% of the construction work value, which shall be converted to a lump sum following the award of bids.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that Amendment No. 3 to the Master Contract with Estes Company, LLC of Davenport, Iowa, (a copy of which is attached as Exhibit "A" to this Resolution) is approved, and the Mayor is authorized to sign the Amendment.

**PASSED AND APPROVED** this 11<sup>th</sup> day of August, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk





QUAD CITIES OFFICE  
 131 W 2nd Street, Suite 400  
 P.O. Box 3608  
 Davenport, IA 52808  
 PHONE 563.322.7301 FAX 563.322.2503

CENTRAL IOWA OFFICE  
 1001 Office Park Road, Suite 110  
 West Des Moines, IA 50265  
 PHONE 515.645.4481 FAX 515.270.4614  
 WEB estesconstruction.com

**Amendment to Professional Services Agreement**

**PROJECT:** *(name and address)*

Dallas Center Library  
 Phase 2 – Construction  
 1308 Walnut St.  
 Dallas Center, IA 50063

**AGREEMENT INFORMATION:**

Standard Form Agreement  
 Dated: February 13, 2019  
  
 Amendment 001:  
 Dated: February 27, 2020  
  
 Amendment 002:  
 Dated May 26, 2020

**AMENDMENT INFORMATION:**

Amendment Number: 003  
 Date: August 8, 2020

**OWNER:** *(name and address)*

City of Dallas Center  
 1502 Walnut St.  
 Dallas Center, IA 50063

**GENERAL CONTRACTOR:**

Estes Company, LLC  
 1331 West 2<sup>nd</sup> St, Suite 400  
 PO Box 3608  
 Davenport, IA 52808

**The Owner and Construction Manager amend the Agreement as follows:**

Commence Construction phase for Phase 2 of project. This amendment adjusts the Construction Manager's (CM) compensation to provide fixed values, and establishes the project schedule.

The Construction Manager compensation and schedule shall be adjusted as follows:

**Compensation Adjustment:**

Based on the planned schedule, project scope indicated, and Exhibit A - Budget Comparison dated August 8, 2020, the Construction Manager shall provide a fixed sum for the General Requirements and Insurance indicated at a total based on the acceptance or declination of Alternates on page 2 of this Amendment. The Construction Manager shall also fix the Insurance (1.0%) of Construction Value and Construction Management Fee (5.5%) of the Construction Value. The total sum of this amendment is indicated on page 2 (based on the action and signature by the Owner, for each Alternate option indicated. The Owner Contingency also indicated on page 2. The fixed sums shall only be modified if the scope of work, scope of services, or project durations are changed by mutual agreement by both parties.

**Schedule Adjustment:**

Substantial completion date is March 15, 2021

**List of Documents included as part of this Amendment**

- Exhibit A – Budget Comparison Dated: August 8, 2020
- Specifications Dated: July 17, 2020
- Addenda 1- Dated: July 28, 2020
- Addenda 2 - Dated: August 4, 2020

**SIGNATURES**

Estes Company, LLC

City of Dallas Center

Signature

Kent Pilcher, President

Printed Name and Title

Signature

Michael Kidd, Mayor

Printed Name and Title

Date

Date

Exhibit A

TOTALS	Base Bid Total	Alternate #1	Alternate #2	Alternates #1 and #2
Low Bid Subtotal	\$1,170,511	\$12,750	\$13,090	\$25,840
CM General Requirements	168,761	0	0	0
Design Fees	116,967	0	0	0
Business Liability Insurance (1.0%)	14,562	128	131	259
CM Fee (5.5%)	80,894	708	727	1,435
<b>Construction Total</b>	<b>\$1,551,695</b>	<b>\$1,565,281</b>	<b>\$1,565,643</b>	<b>\$1,579,229</b>
Amendment #2 Design Fee	(95,490)	(95,490)	(95,490)	(95,490) Adjustment - Previous agreement
Amendment #2 Insurance	(1,059)	(1,059)	(1,059)	(1,059) Adjustment - Previous agreement
Amendment #2 CM Fee	(22,097)	(22,097)	(22,097)	(22,097) Adjustment - Previous agreement
<b>(This Amendment) Amendment #3 Construction Total</b>	<b>\$1,433,049</b>	<b>\$1,446,635</b>	<b>\$1,446,997</b>	<b>\$1,460,583</b>
Contingency Allowance	25,000	25,000	25,000	25,000
Primary Builders Risk	2,863	2,863	2,863	2,863
Fixtures, Furnishings and Equipment	110,000	110,000	110,000	110,000
Geotechnical Services	4,000	4,000	4,000	4,000
Moving Costs	25,000	25,000	25,000	25,000
Special Inspections	5,000	5,000	5,000	5,000
<b>Total Project Costs</b>	<b>\$1,604,912</b>	<b>\$1,618,498</b>	<b>\$1,618,860</b>	<b>\$1,632,446</b>

Base Bid Only	Accept this Option	Owner Representative Signature
Alternate #1		
Alternate #2		
Alternate #1 and #2		

RESOLUTION NO. 2020-67

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND  
BOND FOR THE DALLAS CENTER PUBLIC LIBRARY PHASE 2  
CONSTRUCTION (REMODELING AND ADDITION PROJECT) --  
GENERAL TRADES

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 Dallas Center Public Library Phase 2 Construction (Remodeling and Addition Project) - General Trades, 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 General Trades construction

**PASSED AND APPROVED** this 11<sup>th</sup> day of August, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

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Cindy Riesselman, City Clerk

RESOLUTION NO. 2020-68

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND  
BOND FOR THE DALLAS CENTER PUBLIC LIBRARY PHASE 2  
CONSTRUCTION (REMODELING AND ADDITION PROJECT) -  
MECHANICAL

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 Dallas Center Public Library Phase 2 Construction (Remodeling and Addition Project) - Mechanical, 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 Mechanical construction

**PASSED AND APPROVED** this 11<sup>th</sup> day of August, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk

RESOLUTION NO. 2020-69

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND  
BOND FOR THE DALLAS CENTER PUBLIC LIBRARY PHASE 2  
CONSTRUCTION (REMODELING AND ADDITION PROJECT) –  
ELECTRICAL

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 Dallas Center Public Library Phase 2 Construction (Remodeling and Addition Project) – Electrical, 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 Electrical construction

**PASSED AND APPROVED** this 11<sup>th</sup> day of August, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk

2020-70



Ahlers & Cooney, P.C.  
Attorneys at Law  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: 515-243-7611  
Fax: 515-243-2149  
www.ahlerslaw.com  
Jason L. Comisky  
515.246.0337  
jcomisky@ahlerslaw.com

August 5, 2020

Via E-mail Only

Ralph Brown, City Attorney  
City of Dallas Center  
502 - 15th Street  
P.O. Box 250  
Dallas Center, IA 50063-0250

Re: City of Dallas Center, State of Iowa - Bond Counsel Engagement Agreement  
Not to Exceed \$900,000 General Obligation Refunding Capital Loan Notes

Dear Mayor and City Council:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the City of Dallas Center, Iowa (the "City" or "Issuer") in connection with the above-referenced issuance (the "Notes"). While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Notes, this Agreement relates to the agreed-upon scope of bond counsel services described herein (the "Services").

A. SCOPE OF SERVICES -- *Bond Counsel*

As Bond Counsel, we will represent the City and cooperate with the following persons and firms: the purchasers who purchase the Notes from the City (the "Note Purchasers"), counsel for the Note Purchasers, the Municipal Advisor, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms collectively, the "Participants"). We intend to undertake each of the following as are necessary:

1. Review relevant Iowa law, including pending legislation and other recent developments, relating to the legal status and powers of the City or otherwise relating to the issuance of the Notes.
2. Obtain information about the Note transaction and the nature of use of the facilities or purposes to be financed (the "Project").
3. Review the proposed timetable and consult with the Participants as to the issuance of the Notes in accordance with the timetable.
4. Consider issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law relating to the issuance of the Notes on a tax-exempt basis; these issues include, without limitation, ownership and use of the project, use and investment of Note proceeds prior to expenditure and security provisions or credit enhancement relating to the Notes.



5. Prepare or review major Note documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. As Bond Counsel, we assist you in reviewing only those portions of an official statement or any other disclosure document to be disseminated in connection with the sale of the Notes involving the description of the Notes, the security for the Notes (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith), the description of the federal tax exemption of interest on the Notes and the "bank-qualified" status of the Notes.
6. Prepare or review all pertinent proceedings to be considered by the governing body to the City; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.
7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.
8. Render our legal opinion regarding the validity of the Notes, the sources of payment for the Notes and the federal income tax treatment of interest on the Notes, which opinion (the "Bond Opinion") will be delivered in written form on the date the Notes are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at Part D. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.
9. Subsequent to the Closing, we will prepare and provide the Participants a bond transcript pertaining to the Notes and make certain the appropriate Federal Information Reporting Form 8038 is filed for each series.

## B. LIMITATIONS

The duties covered by this Agreement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond:

- a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- b) Drafting state constitutional or legislative amendments.
- c) Pursuing test cases or other litigation, such as contested validation proceedings.
- d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Notes will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Notes does not include rebate calculations, nor continuing post-issuance compliance activities).
- f) Opining on a continuing disclosure undertaking pertaining to the Notes and, after the execution and delivery of the Notes, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.
- g) After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Notes, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

- h) Undertaking responsibility as disclosure counsel engaged as recognized counsel specially experienced in Iowa law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose primary responsibility will be to render objective written advice with respect to the Issuer's issuance of Notes and its compliance with applicable rules promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

We will provide one or more of the services listed in (a)–(h) upon your request, however, a separate, written engagement or request for services in accordance with Part H - "OTHER ADVICE" herein will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (i)–(n) below, are not included in this Agreement, nor will they be provided by us at any time.

- i) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Notes, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Notes.
- j) Independently establishing the veracity of certifications and representations of the City or the other Participants.
- k) Acting as an underwriter, or otherwise marketing the Notes.
- l) Acting in a financial advisory role.
- m) Preparing blue sky or investment surveys with respect to the Notes.
- n) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Notes.

#### C. ATTORNEY-CLIENT RELATIONSHIP; OTHER REPRESENTATIONS

Upon execution of this Agreement and upon notification by the Issuer that our Bond Counsel services are requested with regard to a specific issue of Notes, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Notes. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Notes will be concluded upon issuance of such Notes. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute to the Participants a transcript of the proceedings pertaining to the Notes.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Notes so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue



doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this Agreement and your role in connection with the issuance of the Notes:

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body of the City at which proceedings related to the Notes are discussed or passed unless special circumstances require our attendance.
2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid Notes and with the Federal tax law for the tax exemption of interest paid on the Notes. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Notes.
3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Notes or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Notes and their security. We understand that you will cooperate with us in this regard.
4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.
5. Issuing the Notes as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Notes, the City is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The City's lawyers, financial advisors and bankers can assist the City in fulfilling these duties, but the City in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to the Notes. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Notes will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to the continuing compliance with the federal tax requirements.

Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the governing body of the City also have duties under the State and Federal Securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

E. FEES

It is our practice to bill our fees as Bond Counsel on a transactional basis instead of hourly. Factors which affect our billing include: (a) the amount of the issuance; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

We estimate that our fee for Bond Counsel services will not exceed \$6,900. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you of such requirement. Such adjustment might be necessary in the event: (a) the principal amount of Notes actually issued differs significantly from the amount anticipated at the time we initially estimated our fee; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of obligations.

In addition to our flat fees, we will charge for any incidental costs (copies, overnight charges, bond printing, travel reimbursement, deliveries, etc.), at actual costs incurred. We estimate that such charges will not exceed \$400. We will contact you prior to incurring expenses that exceed this amount.

The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Notes shall be subject to a separate opinion charge in an amount established at the time of the request.

*Billing Matters:*

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Notes is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates<sup>1</sup>, plus incidental costs, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion).

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1. The firm reviews hourly rates on an annual basis, and reserves the right to implement rate adjustments. If implemented in any particular year, adjustments generally become effective on January 1. Accordingly, our work on this matter will be billed at the hourly rate in effect at the time services are performed. Our current (2020) hourly rates are as follows:

- a. Attorneys: \$200-\$355/hour (for reference purposes, the undersigned's hourly rate as of 1/1/20 is \$295/hour).
- b. Legal Assistants: \$120/hour.

F. RISK OF AUDIT BY THE INTERNAL REVENUE SERVICE (IRS)

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Notes or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the City as the taxpayer for purposes of the examination. As noted in Part C above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the City in the matter.

G. RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Notes. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

H. OTHER ADVICE

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Notes, (iv) interpretation and/or required actions with regard to other "financial obligations" under a continuing disclosure certificate, or (v) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney at the time of performing such separate services.

\*\*\*\*\*

Please carefully review the terms and conditions of this Agreement. *If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this Agreement, retaining an original for your file as well.*

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

Very truly yours,



Jason L. Comisky  
FOR THE FIRM

JLC:ks

Accepted:  
City of Dallas Center, Iowa

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

\*Approved by action of the governing body on \_\_\_\_\_, 2020.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$900,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

*RESOLUTION 2020-58*

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO  
EXCEED \$900,000 GENERAL OBLIGATION REFUNDING  
CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$900,000 General Obligation Refunding Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the City, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$900,000 General Obligation Refunding Capital Loan Notes, for the foregoing essential corporate purposes.

PASSED AND APPROVED this 11th day of August, 2020.

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Mayor

ATTEST:

---

City Clerk

Preliminary Timeline (one additional special meeting required)



Dallas Center, Iowa  
General Obligation Capital Loan Refunding Notes  
Series 2020 {Current Refunding Series 2011 GO Bonds}

Timetable as of August 7, 2020

Early July 2020	Piper Jaffray/Sandler reviews bond financing information with District Administration
July 23, 2020	<b>BOARD MEETING (Special already scheduled)</b> City sets date for public hearing on approximately \$925,000 GO Refunding Notes
Late July / Early August 2020 July 24,2020	Notification of Public Hearing published in local paper (4 – 20 day notice) Term Sheet sent to Potential Investors
August 10 - 14, 2020	Due Diligence call between members of Finance team
<b>August 10, 2020 (pm)</b>	<b>Financing Proposals due from Investors</b>
August 11, 2020 (am)	Piper Sandler reviews financing proposals with City administration
August 11, 2020	<b>SALE DATE APPROVAL / BOARD MEETING (Regular)</b> Council holds public hearing on Bond Refinancing Council approved Engagement Letter with Piper Sandler for refinancing Piper Sandler provides summary of results for the Council to review
August 25, 2020 (TBD)	<b>BOARD MEETING (Special)</b> Resolution authorizing issuance of Bonds & Call of Prior Bonds
August 26, 2020	Call notice provided to prior Bondholders
September 15, 2020	Closing Date
September 25, 2020	Call of 2011 GO Bonds

BOARD MEETINGS	Board has Regular Meetings on the 2nd Tuesday of Every Month Timeline may be able to be accelerated if Special Meetings are Utilized
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PIPER | SANDLER

**RESOLUTION NO. 2020-57**

**RESOLUTION APPROVING PRIVATE PLACEMENT ENGAGEMENT LETTER WITH PIPER SANDLER & CO. IN CONNECTION WITH THE SALE OF THE 2020 GENERAL OBLIGATION REFUNDING BONDS**

**WHEREAS**, the City of Dallas Center intends to call the outstanding 2011 General Obligation Capital Loan Notes, and refinance those Notes with Not to Exceed \$900,000 General Obligation Refunding Capital Loan Notes (the "Securities"); and

**WHEREAS**, Piper Sandler & Co. acts as the City's Financial Advisor; and

**WHEREAS**, the Council wishes for Piper Sandler & Co. act as the City's exclusive representative for the proposed private placement of the Securities, and it is appropriate for the Council to approve the Private Placement Engagement Letter from Piper Sandler & Co., a copy of which is attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the Private Placement Engagement Letter from Piper Sandler & Co. dated August 6, 2020 (a copy of which is attached hereto as Exhibit "A") is approved, and the Mayor is authorized to sign the Amendment.

**PASSED AND APPROVED** this 11<sup>th</sup> day of August, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk



August 6, 2020

Mayor and Members of the City Council  
c/o Ms. Cindy Riesselman, City Clerk/Treasurer  
City of Dallas Center  
1502 Walnut Street, PO Box 396  
Dallas Center, IA 50063

Re: Private Placement Engagement Letter (2020 GO Refunding Bonds)

Dear Cindy:

This letter confirms the agreement between Piper Sandler & Co. ("Piper Sandler" or "we" or "us") and the City of Dallas Center ("Issuer" or "you") as follows:

1. **Engagement.** The Issuer engages Piper Sandler to act as your exclusive representative for the proposed private placement (the "Transaction") by sale of securities, (the "Securities"), and we accept this engagement upon the terms and conditions set forth in this agreement.

During the term of our engagement, we will, as appropriate to the Transaction:

- consult with you in planning and implementing the Transaction;
- assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
- assist you in preparing for due diligence conducted by potential investors;
- identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Issuer
- consult with you in structuring the investment; and
- assist you in negotiating definitive documentation.

As currently contemplated, the Transaction will be a private placement of Securities with gross proceeds of approximately \$875,000. You acknowledge and agree that our engagement pursuant to this letter is not an agreement by us or any of our affiliates to underwrite or purchase any Securities or otherwise provide any financing, nor an agreement by you to issue and sell any Securities. You may in your discretion postpone, modify, abandon or terminate the Transaction prior to closing. We may decline to participate in the Transaction if we reasonably determine that the Transaction has become impractical or undesirable.

2. **Fees.** For our services, you agree to pay us:
  - a selling commission as outlined in Exhibit A, payable by check or wire transfer, in our sole discretion, in immediately available funds, due at closing. The fee shall not be payable in the event the Transaction does not occur, other than for non performance by You.
3. **Expenses** Upon receipt of an invoice, you agree to reimburse us for our reasonable expenses incurred in preparing to market and marketing the Securities, including, but not limited to, travel, fees and disbursements of our counsel and printing and distribution of Transaction Materials, whether or not a closing occurs but such reimbursement will not exceed \$2,000 without your approval.

4. **Termination.** The term of this engagement shall begin on the date of execution set forth above.

Neither You nor We may terminate this engagement at any time prior to completion of the sale of Securities other than (a) You may terminate Us for non performance, in which case no fees are due and payable unless agreed to previously in writing; or (b) We may terminate You for non performance, in which case, upon such termination, all fees due to Us, shall be due and payable immediately by You.

5. **Non performance by Us.** Attached to this engagement is a form of term sheet in support of the Transaction, and a timeline for the Transaction. Said term sheet is hereby approved by You in form substantially as attached. Minor deviations that would be usual and customary in a private placement transaction shall be allowed between the initial term sheet and any final proposals received. However, any material deviations that could be reasonably treated as less favorable to You shall be presented to You for consideration and approval. Receipt of proposals with market interest rates from one or more lenders consistent with the term sheet, or with minor deviations as noted herein, shall constitute performance by Us.

6. **Non performance by You.** Any action or failure to take action to approve the Transaction after We have performed pursuant to this engagement shall be considered non performance by You.

7. **Indemnification and Contribution.** Annex A is hereby incorporated into this agreement by reference and made a part of this agreement

8. **Representations, Warranties and Agreements of the Issuer.** You represent and warrant to, and agree with us, that:

a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;

b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;

c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and

d) at the closing, you will permit us to rely on your representations and warranties, and cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities.

9. **Other Matters Relating to Our Engagement** You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. In rendering such services, we will act as an independent contractor. You acknowledge and agree that: (i) the primary role of Piper Sandler, as a placement agent, is in an arms-length commercial transaction between you and Piper Sandler and Piper Sandler has financial and other interests that differ from your interests (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with



**Other Matters Relating to Our Engagement, continued**

respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Sandler has to you with respect to the Transaction contemplated hereby expressly are set forth in this Agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate in connection with the Transaction contemplated herein.

10. **Issuer To Provide Information and Documents to Placement Agent.** The Issuer agrees to provide to the Placement Agent all documents on which the Issuer has relied for purposes of certifying the Issuer is not aware of a material fact, nor has the Issuer omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, with respect to the issuance of the Bonds. The Issuer also agrees to complete, and agrees to cause its agents and consultants to complete, upon request, answers and provide any documents requested by the Placement Agent as part of due diligence requested by the Placement Agent.
  
11. **Miscellaneous.** This agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of Delaware. You and we hereby waive all right to trial by jury in any action, proceeding, or counterclaim (whether based upon contract, tort or otherwise) in connection with any dispute arising out of this agreement or any matters contemplated by this agreement. This agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement. This agreement may be executed in any number of counterparts. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions. This agreement is solely for the benefit of you and us, and no other person [(other than the Indemnified Persons set forth in Annex A hereto)] will acquire or have any rights by virtue of this agreement.

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement agreement.

Sincerely,

\_\_\_\_\_  
Managing Director  
Piper Sandler & Co.  
Agreed and accepted as of the date first above written.

City of Dallas Center

\_\_\_\_\_  
Title:

Acknowledgement of Approval of Engagement, including acknowledgement of Appendix A Disclosures (previously acknowledged by the Issuer on August 6, 2022)

Date on which this letter was signed by the Issuer: \_\_\_\_\_

## **Exhibit A - Calculation of Selling Commission**

### **General Obligation Bonds (GO)**

Maximum of 1.50% of the par amount of bonds sold, with a minimum cost per issuance of \$7,000

### **General Terms Applicable to All Types of Debt**

A 0.20% deduction to the percentage par amount calculation will be provided if all purchased by local financial institutions within the Issuer's footprint (local presence within Issuer) and does not require a DTC closing.

The Issuer will be responsible for payment of legal fees for reimbursement to the purchaser's counsel of the Investor as specified in their Term Sheet (as applicable).

## **Annex A – Indemnification and Contribution**

You agree to (i) indemnify and hold harmless us, our affiliates (within the meaning of the Securities Act of 1933), and each of our respective partners, directors, officers, agents, consultants, employees and controlling persons (within the meaning of the Securities Act of 1933) (each of Piper Sandler and such other person or entity is hereinafter referred to as an “Indemnified Person”), from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, proceedings and investigations in respect thereof, to which any Indemnified Person may become subject arising out of or in connection with our engagement or any matter referred to in the agreement to which this Annex A is attached and of which this Annex A forms a part (the “Agreement”), regardless of whether any of such Indemnified Persons is a party thereto, and (ii) periodically reimburse an Indemnified Person for such person’s legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, proceeding or investigation, whether or not such action, inquiry, proceeding or investigation is initiated or brought by you, your creditors or stockholders, or any other person. You are not responsible under clause (i) of the foregoing sentence for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person’s gross negligence or willful misconduct. To the extent that any prior payment you made to an Indemnified Person is determined to have been improper by reason of such Indemnified Person’s gross negligence or willful misconduct, such Indemnified Person will promptly pay you such amount.

If the indemnity or reimbursement referred to above is, for any reason whatsoever, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Person harmless, you agree to pay to or on behalf of each Indemnified Person contributions for losses, claims, damages, liabilities or expenses so that each Indemnified Person ultimately bears only a portion of such losses, claims, damages, liabilities or expenses as is appropriate (i) to reflect the relative benefits received by each such Indemnified Person, respectively, on the one hand and you and your stockholders on the other hand in connection with the Transaction or Sale, or (ii) if the allocation on that basis is not permitted by applicable law, to reflect not only the relative benefits referred to in clause (i) above, but also the relative fault of each such Indemnified Person, respectively, and you as well as any other relevant equitable considerations; provided, however, that in no event will the aggregate contribution of all Indemnified Persons to all losses, claims, expenses, damages, liabilities or expenses in connection with any Transaction or Sale exceed the amount of the fee actually received by us pursuant to the Agreement. The respective relative benefits received by us and you in connection with any Transaction or Sale will be deemed to be in the same proportion as the aggregate fee paid or proposed to be paid to Piper Sandler in connection with the Transaction or Sale bears to the aggregate consideration paid or proposed to be paid in the Transaction or Sale, whether or not consummated.

Promptly after its receipt of notice of the commencement of any action or proceeding, any Indemnified Person will, if a claim in respect thereof is to be made against you pursuant to this letter, notify you in writing of the commencement thereof; but omission so to notify you will not relieve you from any liability which you may have to any Indemnified Person, except your obligation to indemnify for losses, claims, damages, liabilities or expenses to the extent that you suffer actual prejudice as a result of such failure, but will not relieve you from your obligation to provide reimbursement of expenses and any liability which you may have to an Indemnified Person otherwise than hereunder. If you so elect, you may assume the defense of such action or proceeding in a timely manner, including the employment of counsel (reasonably satisfactory to us) and payment of expenses, provided you permit an Indemnified Person and counsel retained by an Indemnified Person at its expense to participate in such defense. Notwithstanding the foregoing, in the event (i) you fail promptly to assume the defense and employ counsel reasonably satisfactory to us, or (ii) the Indemnified Person has been advised by counsel that there exist actual or potential conflicting interests between you or your counsel and such Indemnified Person, an Indemnified Person may employ separate counsel (in addition to any local counsel) to represent or defend such Indemnified Person in such action or proceeding, and you agree to pay the fees and disbursements of such separate counsel as incurred; provided however, that you will not, in connection with any one such action or proceeding, or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for fees and expenses of more than one separate firm of attorneys (in addition to any local counsel).

You will not, without our prior written consent, settle or compromise or consent to the entry of any

judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought under the Agreement, unless such settlement, compromise or consent includes an express, complete and unconditional release of us and each other Indemnified Person from all liability and obligations arising therefrom. Without your prior written consent, which will not be unreasonably withheld, delayed or conditioned, no Indemnified Person will settle or compromise any claim for which indemnification or contribution may be sought hereunder. Notwithstanding the foregoing sentence, if at any time an Indemnified Person requests that you reimburse the Indemnified Person for fees and expenses as provided in the Agreement, you agree that you will be liable for any settlement of any proceeding effected without your prior written consent if (i) such settlement is entered into more than 30 days after receipt by you of the request for reimbursement, and (ii) you will not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement.

You also agree that no Indemnified Person will have any liability (whether in contract, tort or otherwise) to you or your affiliates, directors, officers, employees, agents, creditors or stockholders, directly or indirectly, related to or arising out of the Agreement or the services performed thereunder, except losses, claims, damages, liabilities and expenses you incur which have been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. In no event, regardless of the legal theory advanced, will any Indemnified Person be liable for any consequential, indirect, incidental, special or punitive damages of any nature. Your indemnification, reimbursement, exculpation and contribution obligations in this Annex A will be in addition to any rights that any Indemnified Person may have at common law or otherwise.

You understand that in the event that you reimburse Piper Sandler pursuant to this Annex A for the fees and expenses of its counsel, such reimbursement will be made on the basis of counsel's generally applicable rates, which may be higher than the rates that counsel charges Piper Sandler for other matters based on arrangements that it has entered into with such counsel.

Capitalized terms used, but not defined in this Annex A, have the meanings assigned to such terms in the Agreement.



Brian Heiden  
 (515) 202-0413

2020-71

**Customer Information**

**Bill To:**  
 City of Dallas Center  
 1502 WALNUT ST  
 DALLAS CENTER, IA 50063  
 USA  
 (515) 992-3725

**Service Location:**  
 Burnett Complex  
 Linden St and Hatton St  
 Dallas Center, IA 50063  
 USA

**Detail of Charges**

Service Location	Line Item Description	Round #	Round Description*	Total Price
Burnett Complex	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,968.75
Front St Trail	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$99.75
Lena Moser Pool	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$156.45
Library and Triangle	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$86.62
Memorial Park	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,181.25
Mound Park	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$498.75
Subtotal				\$3,991.57
Total Sales Tax Amount				\$0.00
Grand Total				\$3,991.57



1. **Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
  2. **Price Increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
  3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
  4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
  5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a) **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
  6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
  7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
  8. **Duty to inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
  9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
  10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
  11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party. provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
  12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
  13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
  14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
  15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
  16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
  17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
  18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
- THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
  20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 AUTHORIZED AGENT/CUSTOMER



August 7, 2020

To City of Dallas Center:

Good morning,

I, Eric Brown, owner of Bam Motors, am kindly requesting a permission to build a driveway. This will be a 6 inch, concrete driveway on the east side of the alley of my car lot located at 1404 Sugar Grove Ave, here in Dallas Center, IA, 50063. Please feel free to contact me if you have any questions, requests or concerns. Thank you and God bless.

Sincerely,

*Eric Brown*

515-865-1092

**RESOLUTION NO. 2020-64**

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY AND ERIC BROWN AND ANGELA A. BROWN REGARDING THE PAVING OF AN ALLEY ADJACENT TO THEIR PROPERTY IN BLOCK 70 IN THE ORIGINAL TOWN OF DALLAS CENTER, DALLAS COUNTY, IOWA**

**WHEREAS**, Eric Brown and Angela A. Brown, husband and wife, (the "Browns") own the following described real estate in the City:

The East ½ of Lots 5 and 6 in Block 70 in the Original Town of Dallas Center, Dallas County, Iowa.

; and

**WHEREAS**, the City owns a sixteen (16) foot wide alley running north and south and located directly east of the Browns' Lots, and lying between Sugar Grove Avenue and the alley bisecting Block 70 in the Original Town of Dallas Center; and

**WHEREAS**, the Browns desire, at their cost, to pave all or a part of the alley with 6-inch portland cement concrete; and

**WHEREAS**, public utilities may now be located within the alley, and may need in the future to be located within the alley; and

**WHEREAS**, the City is willing to permit the Browns to pave the alley, but only under certain terms and conditions as set forth in detail in an Agreement between them and the City, a copy of which is attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the Agreement between the City and Eric Brown and Angela A. Brown (a copy of which is attached as Exhibit "A" to this Resolution) is approved, and the Mayor and Clerk are authorized to sign the Amendment.

**IT IS FURTHER RESOLVED** that once signed the Clerk will cause the Agreement to be filed with the Dallas County Recorder, with the recording fees advanced by the City to be reimbursed by the Browns.

**PASSED AND APPROVED** this 11<sup>th</sup> day of August, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk

**PREPARED BY  
& RETURN TO:**

Ralph R. Brown, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

## **AGREEMENT**

**THIS AGREEMENT** is entered into as of the 11<sup>th</sup> day of August, 2020, by and between **THE CITY OF DALLAS CENTER, IOWA**, a municipal corporation (the "City") and **ERIC BROWN and ANGELA A. BROWN**, husband and wife, of Iowa ("Brown").

**WHEREAS, Brown** owns the following described real estate in the City:

The East ½ of Lots 5 and 6 in Block 70 in the Original Town of Dallas Center, Dallas County, Iowa.

; and

**WHEREAS**, the City owns a sixteen (16) foot wide alley running north and south and located directly east of Brown's Lots, and lying between Sugar Grove Avenue and the alley bisecting Block 70 in the Original Town of Dallas Center; and

**WHEREAS, Brown** desires, at their cost, to pave all or a part of the alley with 6-inch portland cement concrete; and

**WHEREAS**, public utilities may now be located within the alley, and may need in the future to be located within the alley; and

**WHEREAS**, the City is willing to permit Brown to pave the alley, but only under certain terms and conditions as set forth in detail in this Agreement.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The City will permit Brown, at their cost, to pave with 6-inch portland cement concrete all or a part of the City's alley running north and south and located directly east of Brown's Lots, and lying between Sugar Grove Avenue and the alley bisecting Block 70 in the Original Town of Dallas Center, as described above.

2. The City has and will have no responsibility to repair or maintain the paved alley after it has been constructed by Brown.

3. In the event the City is required to construct, repair, maintain, or replace any public utility within the alley, the City has the right to do so, which action may necessitate the removal of all or a part of the concrete in the alley. However, any restoration of the paved alley is solely the responsibility and expense of Brown and their successors in interest. The City has no responsibility to repair or restore the paved alley, or to contribute any sums of money toward such repair or restoration.

4. This Agreement runs with the land, and is binding on all parties, their heirs, successors, and assigns.

**CITY OF DALLAS CENTER**

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

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

\_\_\_\_\_  
Eric Brown

\_\_\_\_\_  
Angela A. Brown

STATE OF IOWA :  
 : ss.  
COUNTY OF DALLAS :

On this 11<sup>th</sup> day of August, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael A. Kidd and Cindy Riesselman, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa; that the seal affixed to the foregoing Agreement is the corporate seal of the corporation, and that the Agreement was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. 2020-64 adopted on the 11<sup>th</sup> day of August, 2020, and that Michael A. Kidd and Cindy Riesselman acknowledged the execution of the Agreement to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

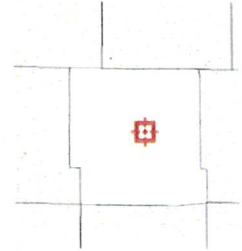
STATE OF IOWA :  
 : ss.  
COUNTY OF DALLAS :

On this \_\_\_\_\_ day of August, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Eric Brown and Angela A. Brown, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
in and for said State



Overview



Legend

- Parcels
- Road Centerlines
- City Limits

Parcel ID	1102129002	Alternate ID	n/a	Owner Address	BROWN, ERIC & ANGELA AJTRS
Sec/Twp/Rng	2-79-27	Class	C		
Property Address	1404 SUGAR GROVE AVE DALLAS CENTER	Acres	n/a		
District	560000				
Brief Tax Description	E1/2 LOTS 5 & 6 BLK 70 <span style="color: red;">(Note: Not to be used on legal documents)</span>				

Date created: 8/5/2020  
Last Data Uploaded: 8/4/2020 10:48:29 PM

Developed by Schneider  
GEOSPATIAL

**-16 ft of alley**  
**-6" concrete**

## Cindy Riesselman

---

**From:** Robert Ford <rford45052@yahoo.com>  
**Sent:** Wednesday, August 5, 2020 4:06 PM  
**To:** Cindy Riesselman  
**Subject:** Asphalt overlay - Korner Kone - Dallas Center

Cindy,

We respectfully seek the city's approval to asphalt the right away adjacent to our building along Front Street.

Thanks for your consideration,  
MikkFord, LLC



**RESOLUTION NO. 2020-65**

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY AND MIKKFORD L.C. AND CARTER AND TINA ROBINSON REGARDING THE CONSTRUCTION OF AN ASPHALT OVERLAY IN THE FRONT STREET RIGHT-OF-WAY ADJACENT TO THEIR PROPERTY IN BLOCK 37 IN THE ORIGINAL TOWN OF DALLAS CENTER, DALLAS COUNTY, IOWA**

**WHEREAS**, Mikkford, L.C., an Iowa limited liability company, ("Mikkford") owns the following described real estate in the City:

Block 37 in the Original Town, now City, of Dallas Center, Dallas County, Iowa, except the South 140 feet thereof.

; and Carter Robinson and Tina Robinson, husband and wife, ("Robinson") are the contract purchasers of such property; and

**WHEREAS**, all parking and access to the building northeasterly of the building (with an address of 504 14<sup>th</sup> Street) located upon the real estate is contained within the City's right-of-way of Front Street, part of which has been graveled; and

**WHEREAS**, Robinson has, at their cost, constructed a 2-inch asphalt overlay over all or a portion of the graveled portion of the Front Street right-of-way, and now seeks the City's approval of such action; and

**WHEREAS**, the 2-inch asphalt overlay does not conform to the City's standards for an asphalt overlay on any portion of a street right-of-way; and

**WHEREAS**, the City is willing to consent to and permit Robinson to construct the asphalt overlay over a portion of the Front Street right-of-way, but only under certain terms and conditions as set forth in detail in an Agreement among the City and Mikkford and Robinson, a copy of which is attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the Agreement between the City and Mikkford and Carter Robinson and Tina Robinson (a copy of

which is attached as Exhibit "A" to this Resolution) is approved, and the Mayor and Clerk are authorized to sign the Amendment.

**IT IS FURTHER RESOLVED** that once signed the Clerk will cause the Agreement to be filed with the Dallas County Recorder, with the recording fees advanced by the City to be reimbursed by the Robinsons.

**PASSED AND APPROVED** this 11<sup>th</sup> day of August, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

---

Cindy Riesselman, City Clerk

**PREPARED BY  
& RETURN TO:**

Ralph R. Brown, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

## **AGREEMENT**

**THIS AGREEMENT** is entered into as of the 11<sup>th</sup> day of August, 2020, by and between **THE CITY OF DALLAS CENTER, IOWA**, a municipal corporation (the "City") and **MIKKFORD L.C.**, an Iowa limited liability company of , Urbandale, Iowa ("**Mikkford**") and **CARTER ROBINSON and TINA ROBINSON**, husband and wife, c , Iowa ("**Robinson**")

**WHEREAS, Mikkford** owns, subject to a real estate contract, the following described real estate in the City:

Block 37 in the Original Town, now City, of Dallas Center, Dallas County, Iowa, except the South 140 feet thereof.

; and

**WHEREAS, Robinson** is the contract purchaser of such property under an installment real estate contract dated August 21, 2009, and filed in the office of the Dallas County, Iowa, on August 25, 2009, in Book 2009 at Page 14318; and

**WHEREAS,** all parking and access to the building northeasterly of the building (with an address of 504 14<sup>th</sup> Street) located upon the real estate is contained within the City's right-of-way of Front Street, part of which has been graveled; and

**WHEREAS, Robinson** has, at their cost, constructed a 2-inch asphalt overlay over all or a portion of the graveled portion of the Front Street right-of-way, and now seeks the City's approval of such action; and

**WHEREAS,** the 2-inch asphalt overlay does not conform to the City's standards for an asphalt overlay on any portion of a street right-of-way; and

**WHEREAS,** the City is willing to consent to and permit Robinson to construct the asphalt overlay over a portion of the Front Street right-of-way, but only under certain terms and conditions as set forth in detail in this Agreement.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The City permits Robinson, at their cost, to construct a 2-inch asphalt overlay over a portion of the Front Street right-of-way located northeasterly of the building at 5024 14<sup>th</sup> Street, as described above.

2. Mikkford and Robinson acknowledge that the construction of the 2-inch asphalt overlay does not conform to City standards, and that the overlay may fall into disrepair.

3. The City has and will have no responsibility to repair or maintain the asphalt overlay after it has been constructed by Robinson, and Robinson will be required to repair and maintain the asphalt overlay, particularly if it falls into disrepair.

4. This Agreement runs with the land, and is binding on all parties, their heirs, successors, and assigns.

**CITY OF DALLAS CENTER**

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

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

MIKKFORD L.C.

By \_\_\_\_\_  
Timothy L. Mikkelsen, Member

\_\_\_\_\_  
Carter Robinson

By \_\_\_\_\_  
Carolyn S. Mikkelsen, Member

\_\_\_\_\_  
Tina Robinson

By \_\_\_\_\_  
Robert C. Ford, Member

By \_\_\_\_\_  
Cindy J. Ford, Member

STATE OF IOWA :  
: ss.  
COUNTY OF DALLAS :

On this 11<sup>th</sup> day of August, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael A. Kidd and Cindy Riesselman, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa; that the seal affixed to the foregoing Agreement is the corporate seal of the corporation, and that the Agreement was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. 2020-65 adopted on the 11<sup>th</sup> day of August, 2020, and that Michael A. Kidd and Cindy Riesselman acknowledged the execution of the Agreement to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

STATE OF IOWA :  
 : ss.  
COUNTY OF \_\_\_\_\_ :

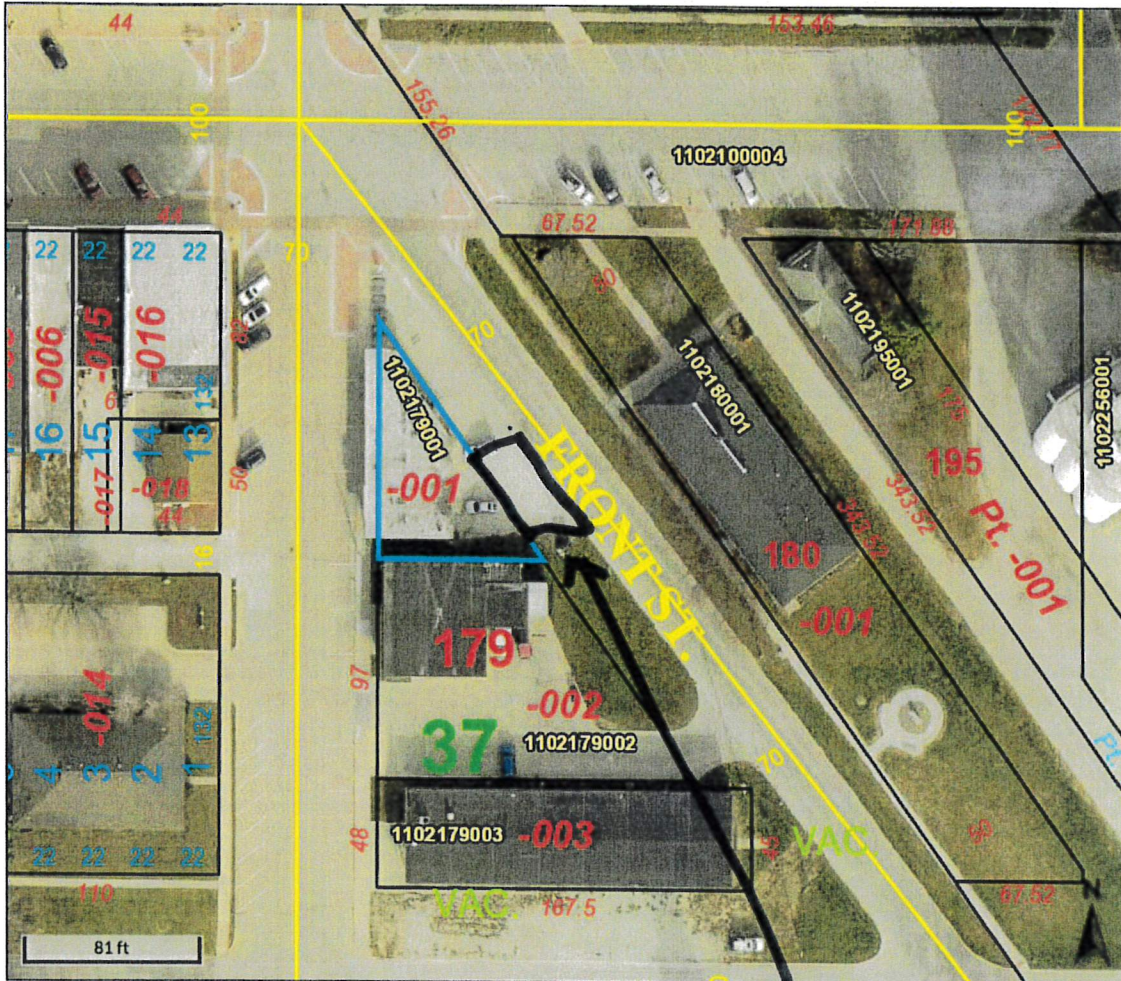
On this \_\_\_\_\_ day of August, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Carter Robinson and Tina Robinson, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
in and for said State

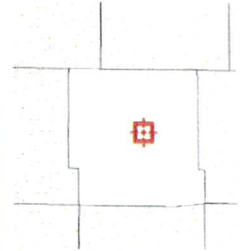
STATE OF IOWA :  
 : ss.  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of August, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy L. Mikkelsen, Carolyn S. Mikkelsen, Robert C. Ford, and Cindy J. Ford, to me personally known, who being by me duly sworn did say that they are Members of Mikkford L.C. and the said instrument was signed on behalf of the said limited liability company by authority of its Members and the said Members acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
in and for said State



Overview



Legend

- Parcels
- Road Centerlines
- City Limits

Parcel ID	1102179001	Alternate ID	n/a	Owner Address	MIKKFORD, LC
Sec/Twp/Rng	2-79-27	Class	C		
Property Address	504 14TH ST	Acres	n/a		
	DALLAS CENTER				
District	560000				
Brief Tax Description	/EX S140' / BLK 37				
	(Note: Not to be used on legal documents)				

*2" asphalt overlay*

Date created: 8/5/2020  
 Last Data Uploaded: 8/4/2020 10:48:29 PM

Developed by Schneider  
 GEOSPATIAL

*Cartier and  
 Tine Robinson*

To: Mayor and Council members

July 23, 2020

From: Brian Slaughter, Public Works Director

Re: sewer push camera purchase

---

The Public Works Department has budgeted for the purchase of a sewer push camera. We evaluated 2 different brands and have selected the Spartan Model L200 which fit our needs. Purchase price is \$9072.75, which comes in under the budgeted amount of \$9500.

Public Works recommends the purchase of the Spartan L200 push camera in the amount of \$9072.75





**SPARTAN**

**Sales Order Acknowledgement**

Thank you for your order. If you have any questions regarding the products you purchased or need assistance with selecting additional products, please contact me or our customer service team.

**Jason Robey**

jrobey@spartantool.com  
913-927-1381  
(800) 435-3866

**Customer Service**

customerservice@spartantool.com  
800-435-3866  
Monday - Friday, 7:45 to 4:30  
Central Time

**Receipt Number:** 9715152913

**Order Date:** 7/15/2020 3:49:18 PM

**Customer Number:** 5000

**PO#**

**Billing Address**

Company CITY OF DALLAS CENTER  
Address PO BOX 50063  
Apt/Unit#  
City Dallas Center  
State IA  
Postal Code: 50063  
Phone 515-229-9921  
Email bslaughter@dallascenter.com

**Shipping Address**

Company CITY OF DALLAS CENTER  
Address PO BOX 50063  
Apt/Unit#  
City Dallas Center  
State IA  
Postal Code: 50063

Comments / Information: QUOTE ONLY Phone Approval has been requested  
Approver Name: BRIAN SLAUGHTER

**Payment Details**

Item Number	Serial Number	Description	Sold	Delivered	Price	Disc %	Extended Price
09999600		FREIGHT-NONTAXABLE	20	0	\$5.00	0	\$100.00
6405L200		EXPLORER L200	1	0	\$9445.00	5	\$8972.75

Payment Type Check

Check Number:

Subtotal: \$9072.75

Sales Tax: \$0.00

Shipping: \$0.00

Total: \$9072.75

Spartan Tool LLC 1506 West  
Division St. Mendota, IL  
61342 www.spartantool.com

Your final invoice with actual  
freight and sales tax amounts  
with be forthcoming

Remit To: Spartan Tool LLC  
25582 Network Place Chicago,  
IL. 60673-1255



**VEENSTRA & KIMM, INC.**

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

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

August 5, 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. 8

Enclosed is a copy of Partial Payment Estimate No. 8 for work on the contract between the City of Dallas Center and C.L. Carroll Co., Inc. for the Wastewater Treatment Facility Improvements project. Partial Payment Estimate No. 8 is in the amount of \$427,957.90.

Partial Payment Estimate No. 8 covers work completed during the month of July 2020. During the month of July C.L. Carroll Co., Inc. made fairly significant progress on several aspects of the Wastewater Treatment Facility Improvements project.

Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 8 and would recommend its approval.

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.', is written over a horizontal line.

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: August 3, 2020

**PAY ESTIMATE NO. 08**

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	\$4,296,000.00	August 3, 2020	Pay Period	7/7/20 - 8/3/20



**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	0.80	\$ 128,000.00
2	Clearing	LS	1	\$ 35,000.00	\$ 35,000.00	0.99	\$ 34,650.00
3	Blower Demo	LS	1	\$ 15,000.00	\$ 15,000.00		\$ -
4	Blower Building Conc	LS	1	\$ 55,000.00	\$ 55,000.00	1.00	\$ 55,000.00
5	Blower Bldg/Equ	LS	1	\$ 150,000.00	\$ 150,000.00	0.80	\$ 120,000.00
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	0.90	\$ 225,000.00
10	SAGR Filters	LS	1	\$ 1,500,000.00	\$ 1,500,000.00	0.1100	\$ 165,000.00
11	UV Str	LS	1	\$ 75,100.00	\$ 75,100.00	1.00	\$ 75,100.00
12	UV Channels/Equ	LS	1	\$ 205,000.00	\$ 205,000.00	0.60	\$ 123,000.00
13	Sampler Conc	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00
14	Sampler Building	LS	1	\$ 40,000.00	\$ 40,000.00	0.20	\$ 8,000.00
15	Effluent Flume Str	LS	1	\$ 55,080.00	\$ 55,080.00	1.00	\$ 55,080.00
16	Effluent Flume Equ	LS	1	\$ 10,000.00	\$ 10,000.00	0.50	\$ 5,000.00
17	LE/FE Piping/MH's	LS	1	\$ 170,000.00	\$ 170,000.00	0.95	\$ 161,500.00
18	SAGR Piping	LS	1	\$ 75,000.00	\$ 75,000.00	0.10	\$ 7,500.00
19	Air/Water/Tile/ Misc Piping	LS	1	\$ 280,000.00	\$ 280,000.00	0.15	\$ 42,000.00
20	HVAC	LS	1	\$ 42,000.00	\$ 42,000.00	0.35	\$ 14,700.00
21	Electric/Generator/Controls	LS	1	\$ 475,000.00	\$ 475,000.00	0.25	\$ 118,750.00
	<b>TOTAL CONTRACT</b>				<b>\$ 4,092,180.00</b>		<b>\$ 1,353,280.00</b>

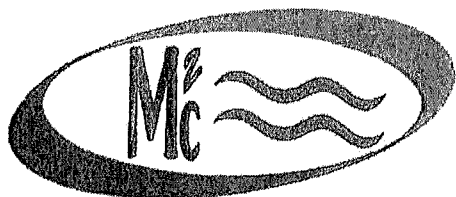


<b>SUMMARY</b>			
		Contract Price	Value Completed
Original Contract Price		\$4,296,000.00	\$ 1,353,280.00
Approved Change Orders (list each)  3/2/2020	No. 1	\$ (203,820.00)	
<b>TOTAL ALL CHANGE ORDERS</b>		<b>\$ (203,820.00)</b>	<b>\$ -</b>
Revised Contract Price		\$ 4,092,180.00	\$ 1,353,280.00
Materials Stored			\$ 686,981.46
Value of Completed Work and Materials Stored			\$ 2,040,261.46
Less Retained Percentage (5%)			\$ 102,013.07
Net Amount Due This Estimate			\$ 1,938,248.39
Less Estimate(s) Previously Approved	No.1		\$ 152,760.00
	No.2		\$ 92,970.80
	No.3		\$ 55,893.25
	No.4		\$ 662,151.50
	No.5		\$ 142,758.40
	No.6		\$ 128,858.95
	No. 7		\$ 274,897.59
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
<b>Less Total Pay Estimates Previously Approved</b>			<b>\$ 1,510,290.49</b>
		<b>Amount Due This Estimate</b>	<b>\$ 427,957.90</b>

The amount \$ 427,957.90 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.	Signature:
Name: <u>Jon P. Russman</u>	Signature: 	Name:
Title: <u>PRESIDENT</u>	Name: Michael Shoup	Title:
Date: <u>8/3/2020</u>	Title: Project Manager	Date:
	Date: 08/05/2020	

INVOICE



An Electric Pump Company

Remit Payment To  
4280 E 14th Street  
Des Moines, Ia 50313

Telephone: (800) 383-7867 / FAX (515) 265-8079

www.mc2h2o.com

INVOICE NUMBER: 0041838-IN

INVOICE DATE: 8/3/2020

ORDER NUMBER: 0006438

SHIPMENT DATE: 11/20/2019

SALESPERSON: MARCI WHITAKER-P

CUSTOMER NO: 2827495

SOLD BY: TLB

SOLD TO:  
C. L. CARROLL  
3623 6TH AVENUE  
DES MOINES, IA 50313  
United States

SHIP TO:  
C. L. CARROLL  
2711 250TH ST  
DALLAS CENTER, IA 50063  
United States

CONFIRM TO:

REFERENCE:  
DALLAS CENTER, IA - WWTP

CUSTOMER P.O.: DC 02

FOB: ORIGIN

SHIP VIA: GROUND

Terms: Net 30 Days

ITEM NO.	ORDERED	SHIPPED	BACK ORD	AMOUNT
			DALLAS CENTER, IA - WWTP TROJAN PROJECT# 311289	
*3000B	1.00	1.00	0.00 TROJAN 3000B UNIT 14 MODULES, 114 LAMPS, FIXED WEIR. 2 YEAR WARRANTY	
901507	1.00	1.00	0.00 TROJAN ACTICLEAN GEL CASE (4X4 LITRE BOTTLES)	
/TC99	1.00	1.00	0.00 TRAVEL	
/MI99	46.00	46.00	0.00 MILEAGE	
/START99	4.00	4.00	0.00 WARRANTY CERTIFICATION	
/FR	1.00	1.00	0.00 FREIGHT INCLUDED	

All return goods must have written approval from Mc2, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

A 1.5% LATE CHARGE WILL BE ADDED TO ACCOUNTS 30 DAYS AND OLDER

Net Invoice:	140,016.00
Freight:	0.00
Sales Tax:	0.00
<b>Invoice Total:</b>	<b>140,016.00</b>

PLEASE NOTE OUR NEW ADDRESS IS: 4280 E 14TH STREET, DES MOINES, IA 50313

ORIGINAL

## Cindy Riesselman

---

**From:** Brian Slaughter  
**Sent:** Tuesday, July 28, 2020 2:27 PM  
**To:**  
**Cc:** Cindy Riesselman  
**Subject:** well #11

Just wanted to let you all know, progress of well #11 has been slow. It had a completion date of June 30, 2020, it still is not completed. Contract calls out \$300/day damages after June 30<sup>th</sup>, makes you want to charge them, \$9000 for 30 days. Northway Well, general contractor, finally has the well drilled, waiting on next move, dirt berm. Baker Electric, electric subcontractor, still will need to get in do there thing, surprising, but Mid American Energy has already completed their portion. I know last fall I had mentioned this need to be pushed forward, since we are running on 3 wells, 2 when we have to clean one. I tried to contact Gale @ Northway Well, left a message. I did contact Bob Veenstra, asked for help, he is going to try and contact Gale, also try to contact Tommie Thorpe, who is the subcontractor that is supposed to be moving the dirt.

Brian



**VEENSTRA & KIMM, INC.**

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

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

---

August 5, 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  
PARTIAL PAYMENT ESTIMATE NO. 2

Enclosed is a copy of Partial Payment Estimate No. 2 for the contract between the City of Dallas Center and The Northway Corporation. Partial Payment Estimate No. 2 is in the amount of \$59,073.85.

The work under Partial Payment Estimate No. 2 was completed during the month of July 2020. The work included installation of the well and test pumping of the well. Veenstra & Kimm, Inc. has completed a review of Partial Payment Estimate No. 2 and would recommend approval of the estimate in the amount of \$59,073.85.

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or [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.', is written over the company name.

H. R. Veenstra Jr.

HRVJr:kld

212174

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: August 4, 2020

PAY ESTIMATE NO. 2

Project Title	Water System Improvements Shallow Well No. 11		Contractor	The Northway Corporation 100 N 6th Street Waukee, Iowa 50263
Original Contract Amount & Date	\$280,118.00	January 14, 2020	Pay Period	July 1, 2020 to August 4, 2020

### BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	New Well						
	1.1.1 Mobilization	LS	1	15,500.00	\$ 15,500.00	1.00	\$ 15,500.00
	1.1.2 Drill Hole - 36" Dia.	LF	58	225.00	\$ 13,050.00	56	\$ 12,600.00
	1.1.3 Casing Pipe - 12" Dia.	LF	49	65.00	\$ 3,185.00	47	\$ 3,055.00
	1.1.4 Well Screen - 12" Dia.	LF	8	350.00	\$ 2,800.00	8	\$ 2,800.00
	1.1.5 Gravel Pack	LS	1	4,000.00	\$ 4,000.00	1	\$ 4,000.00
	1.1.6 Cement Grout	LS	1	3,800.00	\$ 3,800.00	1	\$ 3,800.00
1.2	Pump Test Set Up	LS	1	1,500.00	\$ 1,500.00	1	\$ 1,500.00
1.3	Well Development	LS	1	2,500.00	\$ 2,500.00	1	\$ 2,500.00
1.4	Test Pumping	HR	24	225.00	\$ 5,400.00	24	\$ 5,400.00
1.5	Well Pump	LS	1	10,000.00	\$ 10,000.00		\$ -
1.6	Pitless Adapter	LS	1	18,778.00	\$ 18,778.00	1	\$ 18,778.00
1.7	Discharge Column Pipe - 3" Dia.	LF	50	10.00	\$ 500.00		\$ -
1.8	Sitework	LS	1	49,565.00	\$ 49,565.00	0.33	\$ 16,356.45
1.9	Meter Pit	LS	1	26,000.00	\$ 26,000.00		\$ -
1.10	4" Water Main - Open Cut	LF	55	190.00	\$ 10,450.00		\$ -
1.11	4" Water Main - Directional Bored	LF	50	230.00	\$ 11,500.00		\$ -
1.12	Gate Valve - 4"	EA	1	2,050.00	\$ 2,050.00		\$ -
1.13	Connection to Existing System	LS	1	8,900.00	\$ 8,900.00		\$ -
1.14	Electrical	LS	1	139,040.00	\$ 139,040.00		\$ -
	TOTAL CONTRACT				\$ 328,518.00		\$ 86,289.45



SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$280,118.00	\$ 86,289.45
Approved Change Orders (list each)	1	\$ (48,400.00)	
TOTAL ALL CHANGE ORDERS		\$ (48,400.00)	\$ -
Revised Contract Price		\$ 231,718.00	\$ 86,289.45
		Materials Stored	\$ -
Value of Completed Work and Materials Stored			\$ 86,289.45
Less Retained Percentage (5%)			\$ 4,314.47
Net Amount Due This Estimate			\$ 81,974.98
Less Estimate(s) Previously Approved	No.1	\$ 22,901.13	
	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			\$ 22,901.13
		Amount Due This Estimate	\$ 59,073.85

The amount \$ 59,073.85 is recommended for approval for payment in accordance with the terms of the contract.

<b>Quantities Complete Submitted By:</b> The Northway Corporation	<b>Recommended By:</b> Veenstra & Kimm, Inc.	<b>Approved By:</b>
Signature:	Signature:	Signature:
Name:	Name:	Name:
Title:	Title: Project Manager	Title:
Date:	Date:	Date:



**BROWN, FAGEN & ROUSE**  
**ATTORNEYS AT LAW**

GUY H. HALL (1882-1964)  
JOHN C. McDONALD (1924-2005)

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The writer's e-mail address:  
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July 14, 2020

Mayor Mike Kidd  
P.O. Box 215  
Dallas Center, IA 50063

Mr. Ryan Kluss  
1105 8<sup>th</sup> Street  
Dallas Center, IA 50063

Mr. Danny Beyer  
1709 Walnut Street  
Dallas Center, IA 50063

Mr. Curt Pion  
704 Fair View Drive  
Dallas Center, IA 50063

Ms. Ryan Coon  
806 Walnut Street  
Dallas Center, IA 50063

Ms. Amy Strutt  
106 Lake Shore Drive  
Dallas Center, IA 50063

Dear Mr. Mayor and Council Members:

Steve Johnson of Iowa Codification has completed the initial phase of preparing the comprehensive update to the Dallas Center Code of Ordinances. Steve suggests this is a good time to review and address some specific sections of the Code's provisions to determine if the Council would like to make any revisions. Steve has identified these sections of the Code (copies of which are enclosed):

1. Section 46.01 - Curfew. Does the Council wish to retain the curfew provisions, and if so, are there any changes you might have.
2. Chapter 47 - Park and Trail Regulations. This chapter was amended in 2019, but are there any other changes you might have in mind?
3. Section 55.14 - Animals at Large Impoundment. This is the City's current process. Do you want that to continue?
4. Section 80.05 - Fees for Impoundment of abandoned vehicles. Change?

Mayor and Council  
July 14, 2020  
Page Two

5. Chapter 81 - Railroad Regulations. I suggest the chapter be deleted. When the trains return to Dallas Center, it can be re-enacted.
6. Section 90.12 - Responsibility for Water Service Pipe. By copy of this letter to Cindy and Brian, I am asking for their thoughts.
7. Section 91.09 - Irrigation Meters. This was added to the Code in 2010, after a resident asked for the ability to water his lawn without paying the sewer fee. Cindy tells there currently are 3 water customers with irrigation meters. Again, Cindy and Brian should offer their thoughts ... and I will ask Bob Veenstra if after a decade there are any changes in the requirements that he might suggest.
8. Section 92.03 - Rates Outside the City. The City does provide water service some customers outside the City limits. The City currently serves 5 or 6 entities outside the City (any of which might serve several people). Brian should offer his thoughts on the requirements for the water meter box, which it looks like have been in place since 2009.
9. Section 92.09 - Customer Deposits (for water service). And Cindy should offer her thoughts.
10. Section 96.02 - Permit Fee and Connection Charge (for sewer service). Brian and Cindy should offer their thoughts.
11. Section 99.12 - Special Customer Deposits (for sewer service). Cindy should offer her thoughts.
12. Section 106.04 - Frequency of Collection (of Solid Waste). Cindy might want to check with Waste Management to make sure our current listing of items not collected is accurate and current.
13. Section 106.07 - Collector's License. This section requires that each collector of solid waste obtain a license from the City. Since the City enters into a written contract for the collection of solid waste, and that contract includes many provisions including insurance requirements, perhaps this section could be deleted.

Mayor and Council  
July 14, 2010  
Page Three

Steve has also asked that the City take a look at these additional questions:

a. Section 18.05 - Publication. Section 362.3 (1)(b) of the Iowa Code provides that a city such as Dallas Center that does not have a newspaper actually published within the City, the Council can change the Code of Ordinances so that an ordinance (instead of being published in a newspaper having general circulation in the city) may be posted at three designated locations in the City. See the attached possible language for Section 18.05 of the Code. When the Council last considered this question in 2000-2001 it decided to continue newspaper publication of ordinances.

b. Chapter 26 - Special Advisory Committees. The Council in 2009 added this chapter at the behest of a Council member. I do not believe it has been used since. But would you like to retain the chapter?

c. Chapter 30 - Contract Law Enforcement. The Council replaced the Chapter on Police Chief with this new chapter. In doing so, the Council provided that all provisions throughout the Code that refer to Police or Police Chief shall, in fact, refer to the Dallas County Sheriff. Steve wonders if that broad generalization was meant to cover some specific code sections, such as:

(i) Sec. 55.13 - written permission to trap or ensnare an animal from "police chief".

(ii) Sec. 60.08 - no parade shall be conducted without first obtaining a written permit from the Mayor or "police chief".

(iii) Secs. 61.01-61.03 - providing that police chief places traffic control devices, designate cross walks, mark lanes for traffic, etc. Perhaps this should be the Director of Public Works.

(iv) Sec. 62.02 - police chief designates play streets.

Mayor and Council  
July 14, 2020  
Page Four

(v) Sec. 64.01 - police chief places markers or signs at intersections.

(vi) Sec. 66.02 - police chief can issue a special permit authorizing the movement over city streets of a vehicle or combination of vehicles of a size or weight or load in excess of the maximum allowed by state or city law.

(vii) Sec. 66.04 - police chief can post signs on a bridge in the city if the bridge has a capacity less than the maximum permitted on the streets.

(viii) Secs. 80.01-80.08 - concern abandoned vehicles, and probably should remain with law enforcement.

(ix) Sec. 105.05 - either police chief or fire chief can issue a citation for open burning violation.

(x) Sec. 123.03 - a routing plan for moving a house must be approved by police chief, public works director, and public utility officials.

d. Sec. 65.02 (attached) - school stops. Any change? Add 13<sup>th</sup> Street at Elementary School?

e. Chapter 146 (attached) - flammable liquids and liquefied petroleum gases. Steve wonders if this is current and/or should be retained. Its been in the Code I think since the first Code in 1978, and I am not sure if it has ever been an issued. Thoughts from Brian and Joel Hofland might be helpful.

f. Chapter 159 (attached) - conversions to condominiums. In 2010-2011 Plan and Zoning recommended this chapter be added, in the event anyone wanted to convert existing housing into condominiums or a multiple housing cooperative. I suspect the Council would want to retain this Chapter.

The August 11<sup>th</sup> Council agenda will include an item for Council to give their thoughts on these questions, so that Iowa Codification can proceed with the Code update.



Mayor and Council  
July 14, 2020  
Page Five

Let me know if you have any questions.

Very truly yours,

**Original Signed by**  
**Ralph R. Brown**

Ralph R. Brown  
Dallas Center City Attorney

enclosures

pc: Cindy Riesselman  
Brian Slaughter

ORDINANCE NO. 548

AN ORDINANCE AMENDING CHAPTER 9, DALLAS CENTER URBAN RENEWAL AREA, OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER IOWA, AS AMENDED, AND PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED DALLAS CENTER URBAN RENEWAL AREA, IN THE CITY OF DALLAS CENTER, COUNTY OF DALLAS, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DALLAS CENTER, COUNTY OF DALLAS, DALLAS CENTER-GRIMES COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED DALLAS CENTER URBAN RENEWAL AREA (**AMENDMENT NO. 6 TO THE DALLAS CENTER URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Dallas Center, State of Iowa ("City"), has heretofore, in Ordinance Nos. 222A, 226, 277, 397, and 489, provided for the division of taxes within the Dallas Center Urban Renewal Area ("Urban Renewal Area" or "Urban Renewal Project Area"), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, the City, after public notice and hearing as prescribed by law, approved the adoption of an Amendment No. 6 to the Dallas Center Urban Renewal Plan ("Amendment No. 6") for the Urban Renewal Area by Resolution No. 2019-73 passed and approved on December 10, 2019, which Amendment No. 6 provided that additional territory be added to the Urban Renewal Area; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Urban Renewal Area, and the continuing needs of redevelopment within the amended Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Section 1. Section 9.02 of the Code of Ordinances of the City of Dallas Center, as amended, is hereby further amended by adding the following additional subsection 6:

6. Amendment Six Area. Amendment Six Area means that portion of the Urban Renewal Project Area in the City of Dallas Center, State of Iowa, identified in Amendment No. 6 to the Urban Renewal Plan for the Dallas Center Urban Renewal Area

approved by Resolution No. 2019-73 on the 10<sup>th</sup> day of December, 2019, which Amendment Six Area includes the lots and parcels located within the area legally described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 12, Township 79 North, Range 27 West of the 5<sup>th</sup> Principal Meridian; thence South along the East line of the Northwest Quarter of said Section 12, to the Center said Section 12; thence West along the South line of the Northwest Quarter of said Section 12 to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12; thence North along the West line of the Southeast Quarter of the Northwest Quarter of said Section 12 to the westerly right-of-way line of the former railroad right-of-way; thence northwesterly along the westerly right-of-way line of the former railroad right-of-way to a point on the North line of the Northwest Quarter of said Section 12; thence East along the north line of the Northwest Quarter of said Section 12 to the point of beginning.

and

Commencing at the point of intersection of the West right-of-way line of 10<sup>th</sup> Street and the North right-of-way line of Vine Street; thence West along the North right-of-way line of Vine Street to the northeasterly line of the former railroad right-of-way; thence northwesterly along the northeasterly line of the former railroad right-of-way to the point of intersection with the South right-of-way line of Sycamore Street; thence West along the South right-of-way line of Sycamore Street extended to a point on the southwesterly line of the former railroad right-of-way; thence southeasterly along the southwesterly right-of-way line of the former railroad right-of-way to the point of intersection with the North right-of-way line of Vine Street; thence West along the North right-of-way line of Vine Street to the West right-of-way line of 12<sup>th</sup> Street; thence South along the West right-of-way line of 12<sup>th</sup> Street to a point on the South right-of-way line of Linden Street; thence East along the South right-of-way line and Linden Street extended to a point on the southwesterly line of the former railroad right-of-way; thence southeasterly along the southwesterly right-of-way line of the former railroad right-of-way to a point on the East line of Section 2, Township 79 North range 27 West of the 5<sup>th</sup> Principal Meridian; thence North along the East line of said Section 2 to the point of intersection with the northeasterly line of the former railroad right-of-way; thence northwesterly along the northeasterly line of the former railroad right-of-way to the point of intersection with the right-of-way line of Linden Street extended; thence East along the South right-of-way line of Linden Street extended and Linden Street to the West right-of-way line of 10<sup>th</sup> Street; thence North along the West right-of-way line of 10<sup>th</sup> Street to the point of beginning.

Section 2. Section 9.03 of the Code of Ordinances of the City of Dallas Center, as amended, is hereby amended by striking subsections 6, 7 and 8 in their entirety and inserting in lieu thereof the following subsections 6, 7, 8, 9, and 10:

6. As to the Amendment Five Area, there is no division of taxes and no legal description is provided in Section 9.02 for the Amendment Five Area as no territory was added in Amendment Five.

7. As to the Amendment Six Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2019, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 548.

8. That portion of the taxes each year in excess of the base period taxes for the amended Urban Renewal Project Area, determined for each subarea thereof as provided in subsections 1, 2, 3, 4, 5, and 7 shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Dallas Center, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Dallas Center, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Project Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the amended Urban Renewal Project Area without any limitation as hereinabove provided.

9. Unless or until the total assessed valuation of the taxable property in the subareas of the amended Urban Renewal Project Area exceeds the total assessed value of the taxable property in the subareas shown by the assessment rolls referred to in subsections 1, 2, 3, 4, 5, and 7 all of the taxes levied and collected upon the taxable property in the amended Urban Renewal Project Area shall be paid into the funds of the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

10. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Dallas Center, State of Iowa, referred to subsection 8 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the amended Urban Renewal Project Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes in the Urban Renewal Project Area under the provisions of Section 403.19 of the Code of Iowa, as authorized in Ordinance Nos. 222A, 226, 277, 397, and 489, and to fully implement the provisions of Section 403.19 of the Code of Iowa

with respect to the division of taxes from property within the Amendment Six Area as described herein. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the amended Urban Renewal Area and the territory contained therein.

Section 4. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 11th day of August, 2020.

---

Michael A. Kidd, Mayor

ATTEST:

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Cindy Riesselman, City Clerk

**From:** Iowa League of Cities <legislativestaff@iowaleague.org>  
**Sent:** Thursday, August 6, 2020 2:30 PM  
**To:** Cindy Riesselman  
**Subject:** Legislative Link: August 6



# *Legislative Link*

August 6, 2020

## **COVID-19 Expense Reimbursement**

On August 4, Governor Reynolds announced the distribution of \$125 million of federal CARES Act dollars to local governments for the reimbursement of expenses related to COVID-19. The State has hired a third-party vendor to accept applications and distribute the funds.

In order to receive a reimbursement, a city will have to pass a resolution and submit it, along with supporting documentation, through the State's web-based portal, which will be made available mid-August.

### **Important timeline of costs and deadlines for submission:**

- For costs incurred between March 1 and July 31, 2020, a claim must be submitted by September 15.
- For costs incurred between August 1 and September 30, 2020, a claim must be submitted by October 1.

### **FEMA Public Assistance Requests**

Expenses that are eligible for reimbursement through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program need to be submitted through that program first. Local governments should work with the

Iowa Department of Homeland Security and Emergency Management (HSEMD) to submit an application to the PA Program. FEMA guidance indicates the following items would qualify:

- Personal protective equipment.
- Sanitizing products.
- Necessary medical supplies and equipment.
- Temporary emergency staffing and overtime costs for staff that are substantially dedicated to the mitigation or response to the COVID-19 Public Health Emergency.

There is a 75% Federal / 25% local cost-share associated with the FEMA Public Assistance Projects. The state has reserved \$25 million to cover the local cost-share.

Each city has a maximum reimbursement amount based on the 2019 population estimates. [Download the list of each city's cap by clicking here.](#)

For guidance on which expenses might be covered, visit the [State's guidance](#), which includes U.S. Treasury and State guidance on covered expenses.



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In response to the COVID-19 pandemic, the League is sending subscribers two emails a week as long as updates are needed. If you'd like to unsubscribe to this special subscription, you may unsubscribe below without impacting your normal League Weekly or Legislative Link subscriptions. By unsubscribing to this version of the email, you will not receive a Legislative Link or League Weekly email until regular delivery

**RESOLUTION NO. 2020-66**

**A RESOLUTION BY THE CITY OF DALLAS CENTER, IOWA,  
REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19  
GOVERNMENT RELIEF FUND**

**WHEREAS**, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the Covid-19 pandemic; and

**WHEREAS**, Iowa Governor Kim Reynolds has allocated \$100 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the Covid-19 emergency; and

**WHEREAS**, local government funding reimbursements may only be used for necessary expenditures due to the Covid-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020, through December 30, 2020, and have not been reimbursed from other sources.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the City of Dallas Center, Iowa requests reimbursement of \$\_\_\_\_\_ in eligible expenditures incurred between March 1, 2020, and July 31, 2020, in response to the Covid-19 public health emergency.

**PASSED AND APPROVED** this 11<sup>th</sup> day of August, 2020.

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

ATTEST:

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



**AGREEMENT FOR ANNEXATION AND JOINT  
EXERCISE OF GOVERNMENTAL POWERS  
PURSUANT TO IOWA CODE CHAPTERS 28E AND 368**

**WHEREAS**, the City of Adel, Iowa (hereinafter referred to as Adel), and the City of Dallas Center, (hereinafter referred to as Dallas Center), are interested in the annexation of certain territories that are within the planning areas of or are contiguous to each city; and

**WHEREAS**, it is in the public interest to provide for the orderly annexation of certain territory to Adel, certain territory to Dallas Center, and to thereafter establish compatible uses and encourage similar development, and coordinate public infrastructure, along any common boundary to the maximum extent possible.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**SECTION 1. PURPOSE.** It is in the public interest for Adel and Dallas Center to establish an Agreement for annexation, to provide for orderly planning, development, and provision of municipal services. It is also in the public interest to establish similar and compatible uses and development, and to coordinate open spaces, access and continuity of street systems, and public improvements along the Annexation Boundary established in Section 2 of this Agreement.

**SECTION 2. ANNEXATION BOUNDARY.** The aforementioned cities hereby agree upon the establishment of an Annexation Boundary, to be known as the "Annexation Boundary", and legally described as follows and shown in Exhibit A:

Beginning at a point at the intersection of S Avenue and 280th Place; thence North to a point at the intersection of S Avenue and 270th Street; thence West along 270th Street extended to a point at the South Quarter corner of Section 16 of Adel Township, Dallas County; thence North to a point at the Northeast corner of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 16 of Adel Township, Dallas County; then West to the Raccoon River.

**SECTION 3. ANNEXING MORATORIUM.** In accordance with Iowa Code Chapter 368 and defined therein, Adel and Dallas Center agree not to annex or otherwise incorporate within its boundaries all or any part of the territory not located on its side of the Annexation Boundary.

**SECTION 4. APPLICABILITY.** This Agreement is applicable to all annexation proceedings, both voluntary and involuntary, and pending annexations as well as any that may be commenced in the future, to the fullest extent allowed and as provided by Iowa Code Chapter 368. All such proceedings which have been initiated but not completed are hereby amended to conform to this agreement, and any portion of any petition for annexation, whether voluntary or involuntary, in conflict herewith is hereby terminated and withdrawn. Completion is hereby defined as being approved by the City Development Board and duly recorded prior to the date of the first City's approval and signature on this Agreement.

Each of the cities agrees not to annex territory in violation of this Agreement. Each City, and their officials, agents and representatives, agree not to aid or support in any way, any person, party, agency, or government body who may oppose, enjoin, or obstruct the other in the pursuit of any annexation that conforms with this Agreement. Terminology used in this Agreement shall be defined in the same manner as it is defined and used in Iowa Code Chapter 368, unless specifically defined herein.

If any territory adjoining the Annexation Boundary is annexed, then the joint planning and other provisions for inter-city cooperation set forth in this Agreement shall become applicable to the extent defined by Sections 5 and 6.

**SECTION 5. JOINT PLANNING AND ZONING.** The cities agree to coordinate long range planning and zoning of development along the Annexation Boundary. Zoning and rezonings, site plans, and subdivisions located within 660 feet of the Boundary shall be submitted for review and comment by the staff of each City to the other City, and the other City shall respond within 20 days. Any objections shall reference the section of this Agreement which has been violated, and such violations shall be corrected prior to the City Council's action unless a variance from such provision is granted by the City Council of the objecting City.

Permitted uses not subject to approval by the other City shall include any single family residential use, except Mobile Home or Manufactured Housing Parks or Subdivisions, having a minimum lot size of 70 feet in width and lot area of 8500 square feet if served by public water and sanitary sewer; public open space and parks; elementary, junior, middle, or high schools; churches; or office parks or business parks.

All developments, including said permitted uses, within 660 feet of the Annexation Boundary shall be subject to review for conformance to sound principles of urban planning, including but not limited to:

The continuation of streets and pedestrian ways in a manner which will allow and promote interaction by residents of the area; proper location of streets and configuration of lots with respect to ownership patterns of adjoining parcels, to permit efficient development of said parcels without creating half-streets, and to permit clear definition of service boundaries of the two cities to the extent practical.

Other uses within 660 feet of the Boundary may be permitted subject to use of sound planning practices to buffer transitions between differing land uses, said transitions to occur along rear or side lot lines as opposed to along a street. Such practices shall include, but are not limited to:

Provision of buffer yards; restrictions on location of windows, doors, and circulation areas in nonresidential development to limit activity adjacent to residential areas; and providing a land use of intermediate intensity to act as a transition between nonresidential and single family residential areas or other uses of varying intensity, in accordance with customary planning practices.

Protection afforded to an adjoining property in the other City shall be at least equal to that customarily provided in a similar situation for the residents of the City in which the development will be located.

**SECTION 6. PUBLIC IMPROVEMENTS.** Within one-eighth mile (660 feet) of the Annexation Boundary, the design and location of collector streets and other major thoroughfares, and major pedestrian and bicycle systems, which are or should be constructed in a size larger than customary for local service to adjoining property owners, or which should be continuous among the two cities for the convenience of the public and the welfare of their citizens, shall be coordinated and agreed to by both Cities.

Wherever practical, new streets and other public improvements shall not be located on or along any common boundary. Where such situations cannot be avoided or already exist, construction, reconstruction, or expansion of such public improvements shall be subject to the approval of each City and shall be jointly planned, designed, and constructed, and the cost of that public improvement shall be shared equally by each City, unless otherwise agreed to by the two Cities.

**SECTION 7. ARBITRATION.** In the event that the parties to this Agreement are unable to agree to some portion of the contract during the duration of the contract the dispute shall be settled as the result of binding arbitration. The binding arbitration shall be conducted pursuant to the provisions of Iowa Code Chapter 679A, unless this agreement provides to the contrary, in which case the terms of the agreement shall take precedence. The binding arbitration process can be commenced at the option of any party when a dispute arises by written request from the Mayor of one City to the Mayor of the other City.

The arbitration process shall occur as follows:

- A. **Panel Nomination.** The arbitration panel shall consist of three members. Each Participating City shall be entitled to select one member, and one member of the arbitration panel shall be selected by the mutual agreement of the Cities. Within twenty days of the date of the letter requesting arbitration, the Cities shall notify each other with regard to their own selection for the arbitration panel, and the two Cities shall exchange the names of at least three individuals that could serve as the third member and chairperson of the arbitration panel. The nominees for chairperson proposed by each of the Cities shall not own property in either of the Cities nor shall they reside in either of the Cities.
- B. **Panel Chairperson Selection.** The Mayors of the Cities shall confer to determine whether a mutually agreeable third member of the arbitration panel may be selected from the list of nominees. During this conference, the Mayors may agree to propose a chairperson who is not included in the list of nominees exchanged by each City. The Mayors shall complete this process within ten days after the exchange of arbitration member lists. If the Mayors have been able to agree on a mutually acceptable chairperson, this individual shall be confirmed by the respective City Councils.

- C. **Chairperson Selection Disputes.** In the event that the Mayors are unable to agree on a mutually acceptable member of the arbitration panel, or if one or both of the City Councils refuse to confirm a chairperson for the arbitration panel found mutually acceptable to the Mayors, the City Councils shall nominate one candidate from the proposed list of the three submitted by the other City, and the names of these two candidates shall be placed in a hat and drawn from the hat by the City Clerk of either of the Cities. The candidate drawn from the hat shall be the chairperson of the arbitration panel.
- D. **Arbitration Hearing and Decision.** Within twenty days after the selection of the arbitration panel, a hearing shall be held in which both Cities shall be allowed to present arguments with regard to the contract dispute. Within fifteen days after the hearing, the arbitration panel shall deliver its decision to both of the Cities in accordance with Iowa Code Section 679A.8(1).
- E. **Additional Powers of Arbitrators.**
1. The powers of the arbitrators shall be exercised only by a majority of the arbitrators. All three arbitrators must be present when any votes are taken.
  2. The arbitrators may adjourn as necessary and, upon the written request of either party and for good cause shown, the arbitrators may, upon majority vote, postpone the hearing to a time and date not more than fifteen days later than the original date set for a hearing.  
  
Notification of a request for postponement must be served upon both the Chairperson of the arbitration panel and the opposing parties by either personal service or by certified mail.
  3. All hearings will be electronically recorded by the chairperson of the arbitration panel or the chairperson's designee, who will have transcripts prepared upon a party's written request and solely at the requesting party's own expense.
  4. No arbitrator may reveal to either party the contents of the award prior to service of the award upon both parties. Revelation of the award, prior to service upon both parties, makes the award voidable upon the non-offending party or parties written request, if the award is not in the non-offending party's or parties' favor.
- F. **Application for Change of Award.** Pursuant to Iowa Code Section 679A.9, each party has the right to apply for a change of the award to the chairperson of the arbitration panel. Written notice shall be made by the applicant party in accordance with Iowa Code Section 679A.9.

The party requesting change of the award must do so within twenty days from the receipt of the award. Simultaneous with the service of the application, the party requesting change of award shall also serve a concise memorandum of fact and law in support of the request upon both the chairperson and the opposing party.

The opposing party shall have ten days from its receipt of the application and memorandum in support of award change to serve a resistance on the chairperson of the arbitration panel and the other party in accordance with Iowa Code Section 679A.9.

The arbitrators shall have ten days from the receipt of the resistance to make the ruling on the application for change of award. Once made, the ruling shall be served in the same manner as the original award as set out in Iowa Code Section 679A.8. If the application is denied, the ruling becomes final except as allowed by Iowa Code Chapter 679A.

- G. No arbitrator may be held liable for civil damages for any statement or decision made in the process of the arbitration unless the arbitrator acted in bad faith, with a malicious purpose, or in a manner exhibiting willful and wanton disregard for human rights, safety, or property.

**SECTION 8. RIGHTS AND OBLIGATIONS.** This Agreement creates rights and obligations only among these two parties as governmental entities, and is to be interpreted, applied, and enforced by these entities only. It is not intended and shall not be interpreted to create any rights, title, or interest in any other person, firm, corporation, or entity, whether or not a resident or taxpayer of any City, and whether directly or as a third party beneficiary.

**SECTION 9. STATUTORY AUTHORITY.** This Agreement is entered into pursuant to Iowa Code Section 368.4, and is a joint exercise of governmental powers, pursuant to Iowa Code Chapter 28E by the City of Adel and the City of Dallas Center. It does not create a separate legal entity; grants no power to purchase, own, or mortgage real or personal property; creates no governing board; and does not have an operating budget.

**SECTION 10. EFFECTIVE DATE AND DURATION.** Pursuant to Iowa Code Section 28E.8, this Agreement shall become effective upon its electronic filing with the Secretary of State. Prior to approval, each City is required to publish notice and to hold hearings as required by Iowa Code Section 368.4. This Agreement shall be in full force and effect for a period of ten years after the aforementioned effective date. Either party to this agreement may petition for an amendment, extension, or termination of this agreement by providing written notice to the other party with at least thirty (30) days advance notice to amend, extend, or terminate the terms of this agreement. Any amendment, extension, or termination of this Agreement requires the approval of both City Councils before any amendment, extension, or termination becomes effective.

**SECTION 11. SEPARABILITY.** If any section, provision, or part of this Agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF ADEL, IOWA

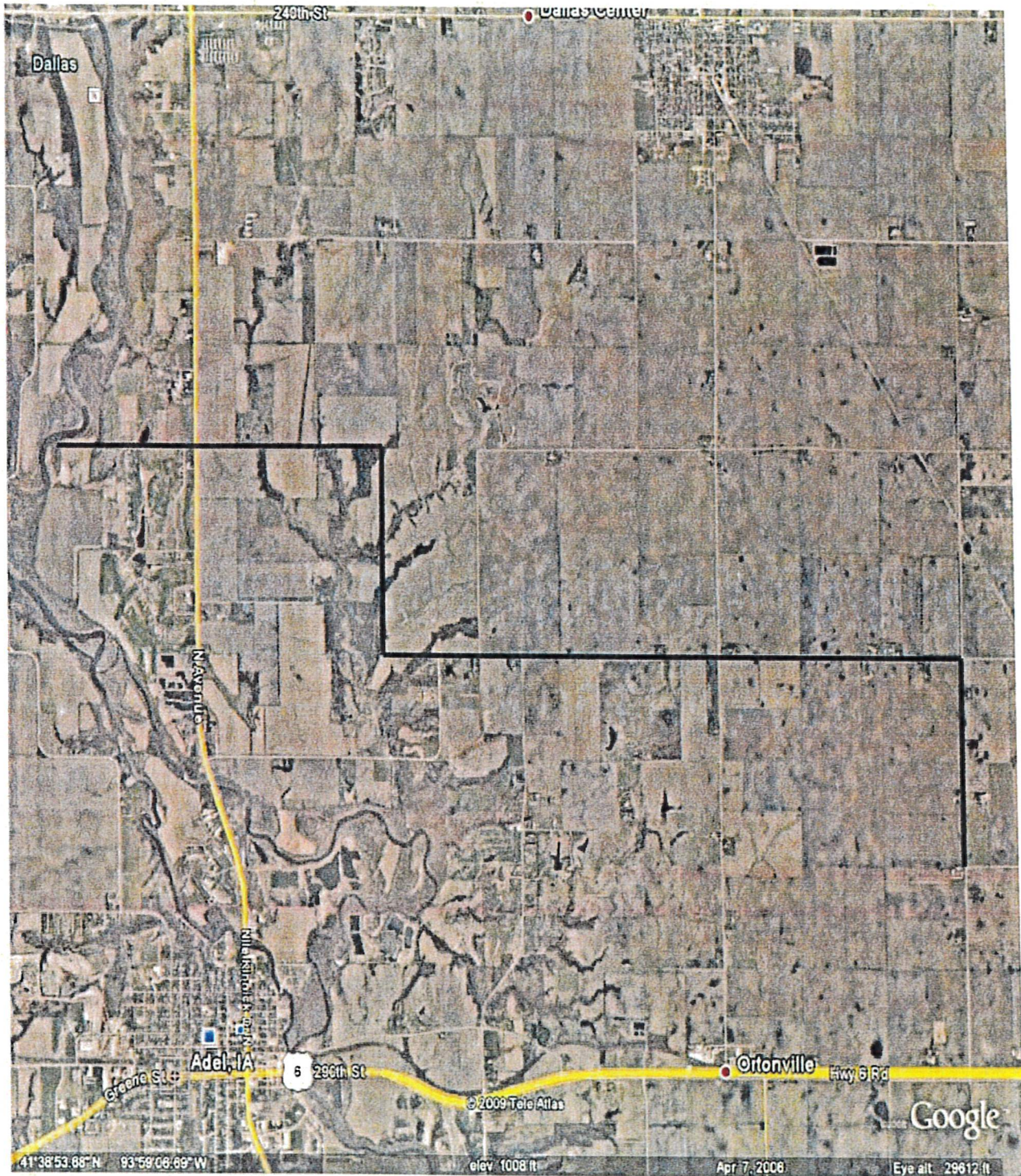
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Exhibit A







IOWA DEPARTMENT OF NATURAL RESOURCES  
Resource Enhancement and Protection



**REAP GRANT APPLICATION**

Email application to [tammie.krausman@dnr.iowa.gov](mailto:tammie.krausman@dnr.iowa.gov) by August 15<sup>th</sup> by 4:30 P.M.

Please use the following format for the electronic application:

- Application should be one file (including all appendices, letters, etc.), saved as a pdf.
  - Name file: ApplicantName.Shortprojectname.FY17.pdf
  - File cannot exceed 20MB or 20,480KB. Compressed pdfs will be accepted.

**1. GRANT PROGRAM**

- Private/Public Open Space     
  County Conservation     
  City Parks and Open Spaces

(For Private/Public - Name of DNR Field Staff involved in project: \_\_\_\_\_ )

**2. APPLICATION CONTACT**

APPLICANT: City of Dallas Center      CONTACT PERSON: Curtis Pion

EMAIL: \_\_\_\_\_      TELEPHONE: 515-992-3725

APPLICANT MAILING ADDRESS: 1502 Walnut St, PO BOX 396      CITY & ZIP CODE: Dallas Center, 50063

PROJECT 911 ADDRESS (if available): 1305 Walnut Street      COUNTY: Dallas

LATITUDE/LONGITUDE COORDINATES: 41.684459, -93.961015

(To find Lat/Long Coordinates: Go to [Google Map](#). Right-click on the *primary public access point* for the project. Select *What's here?* In the search box at the top of the page, the coordinates will appear.)

**3. PROJECT DESCRIPTION & COSTS**

a. TITLE: Dallas Center Heritage Park Pavilion, Raccoon River Valley Trailhead

b. PROJECT SUMMARY: (Maximum of 75 words summarizing the REAP Grant request)

This project is to expand upon previous REAP and other grant awards by implementing Phase 2 to provide a multi-use pavilion in Heritage Park on the Raccoon River Valley Trail in Dallas Center. The pavilion will be available for use by our public library staff for children & adult learning programs, the Dallas Center Farmer's Market, local churches, the Dallas Center Grimes School District and for local and regional music, art and cycling events.

c. TYPE OF PROJECT AND COSTS: (For activities associated with this grant request only).

- Land acquisition\*      Costs related to land acquisition: \$ \_\_\_\_\_  
 Development      Costs related to development: \$ 213,670  
 Other, please describe: \_\_\_\_\_      Costs related to other activities: \$ \_\_\_\_\_

AMOUNT OF REAP GRANT REQUESTED: \$ 75,000

d. Amount of local or match money\*: \$138,670

\*25% minimum match is required for Private/Public Program only. No match is required for city and county grants:

**4. PROJECT TIMELINE**

a. Is the project a portion of a larger, overall project to be implemented over a multi-year period?

No     Yes, Number of years: 5      Estimated overall cost: \$345,709

b. ESTIMATED PROJECT DATES

Start: April 2017      Completion: August 2021



**5. ACQUISITION SCHEDULE (Acquisition Projects Only)**

Code*	Parcel Number on Map or Photo	# of Acres	Estimated Date of Acquisition	Average Price Per Acre	Estimated Value of Land Acquisition without incidentals	Estimated Value of Existing Improvements to be Acquired	Total Cost
<b>TOTAL</b>						<b>TOTAL</b>	
<b>Parcels &amp; Acres</b>						<b>Appraisal Costs</b>	
						<b>Survey Costs</b>	
<b>*Code:</b>						<b>Other Incidental Costs</b>	
<b>1. Negotiated Purchase</b>						<b>Grant Total Land Acquisition Cost</b>	
<b>2. Condemnation</b>						<b>Overall Cost per Acre Including Incidental</b>	
<b>3. Donation</b>							

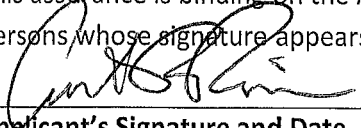
**6. SIGNATURES**

Upon signing in the space provided below, the applicant agrees to conform with the requirements in the following two paragraphs pertaining to ADA/Section 504 accessibility guidelines and civil rights assurance. (City and County Projects Only)

**ASSURANCE OF COMPLIANCE WITH AMERICANS WITH DISABILITIES AND CIVIL RIGHTS ACTS**

I, the undersigned, certify that the [City of Dallas Center or County Conservation Board] has reviewed Section 504 of the Rehabilitation Act of 1975, Title II of the American with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, and the Iowa Civil Rights Act of 1965, each Act as amended, and agrees to abide by all requirements from the Acts, associated regulations, guidance documents, and to any other related requirement imposed by federal or state law or the Iowa Department of Natural Resources, related to this project. Applicant-Recipient further agrees and gives full assurance that it will immediately take any and all measures necessary to effectuate the referenced laws and shall not, on the basis of race, color, creed, national origin, age, physical or mental ability, sex, sexual orientation, gender identity, religion, or retaliation, allow any person to be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under or from any project or activity undertaken by the Applicant-Recipient for which the Applicant-Recipient receives REAP grant dollars or other assistance from the Iowa Department of Natural Resources.

This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appears below are authorized to sign this assurance on behalf of the Applicant-Recipient.


8/4/2020
Council Member

---

**Applicant's Signature and Date**
**Applicant's Title**

**PRIVATE/PUBLIC GRANTS ONLY**

---

**Applicant's Signature and Date**
**Applicant's Title**

**CITY COUNCIL OR COUNTY CONSERVATION BOARD APPROVAL** (City and County Projects Only)

I, the undersigned, certify that the city council of Dallas Center or \_\_\_\_\_ County Conservation Board has on the date of \_\_\_\_\_ reviewed this proposed project and approved its submittal for Resource Enhancement and Protection (REAP) grant consideration.

\_\_\_\_\_  
Signature of Mayor or County Conservation Board Chair

\_\_\_\_\_  
Date

**COUNTY RESOURCE ENHANCEMENT COMMITTEE REVIEW/COMMENTS** (Required for all grants) I, the undersigned, verify that the Dallas County Resource Enhancement Committee reviewed the proposed project for which this application is submitted. If the committee provided comments, a summary of those comments has been signed and dated by me and attached to this application.

\_\_\_\_\_  
Signature of Chair, County Resource Enhancement Committee

\_\_\_\_\_  
Date

For information on County REAP Committees, visit the [REAP County Committee webpage](#).

**MINORITY IMPACT STATEMENT** (Required for all grants)

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).

The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

• Describe the positive impact expected from this project:

• Indicate which group is impacted:

Women

Latinos

American Indians

Persons with a Disability

Asians

Alaskan Native Americans

Blacks

Pacific Islanders

Other

The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

• Describe the negative impact expected from this project:

• Present the rationale for the existence of the proposed program or policy:

• Provide evidence of consultation of representatives of the minority groups impacted:

• Indicate which group is impacted:

Women

Latinos

American Indians

Persons with a Disability

Asians

Alaskan Native Americans

Blacks

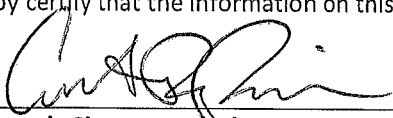
Pacific Islanders

Other

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact: The project will provide enhancements that will be available to all local users and visitors. The pavilion will be ADA compliant. The needs of those with limited eyesight and those with mobility impairments and other disabilities will be addressed in the design of the pavilion.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

  
\_\_\_\_\_  
Applicant's Signature and Date

8/2/2020

\_\_\_\_\_  
Council Member  
Applicant's Title

**DEFINITIONS**

"Disability" as defined in Iowa Code § 15.201(12)"b"(1) means "with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of

the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual. "Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identify disorders not resulting from physical impairments, or sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"Major life activity" as defined in Iowa Code section 15.102(12)"b"(2) includes "functions such as caring for one' self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, or working."

"Minority Persons" as defined by Iowa Code section 8.11(2)"b" means "individuals who are women, persons with a disability, African Americans, Latinos, Asian or Pacific Islanders, American Indians, and Alaskan Native Americans."

## **7. GRANT NARRATIVE**

**The outline below must be followed exactly. Use exact headings and reference numbers in the order presented in the outline. This section will be used by the REAP Review and Selection Committee for scoring purposes.**

### **I. Project Location**

Describe the location of the project relative to the county and nearest city. Include section, township and range if rural; give specific street location if urban and 911 address of project location. Include a project location map that highlights the project area and has sufficient detail to allow the area to be easily located by vehicle for on-site monitoring inspections.

### **II. Project Description**

**If acquisition**, include number of acres and describe the resources and existing facilities/improvements on and adjacent to the property. Also describe its prospective use and management goals. If rare, unique, or high quality representative plant and animal species and communities occur on the site, provide a listing of them. **If development**, describe the facilities to be constructed, existing facilities in the project area and the natural resources in the area. Include pictures of project as necessary. If this project is part of a larger project, very clearly detail the portion that this application is covering. If this application is for the continuation of a project that previously received a REAP grant, provide a status report of the project elements that were previously funded. Explain relationships (both positive and negative) between the project and existing nearby local, state and federal areas. Do not put project justification and benefit statements in this section. Include them in Section IV. Sports complexes, play grounds and dog parks do not qualify for REAP funds. The minimum width of a multi-use or biking trail is 8 feet, while 10 feet is recommended.

### **III. Development Plan, Project Boundary Map and Aerial Photo**

Clearly differentiate between the project being proposed, existing facilities and proposed future development. Plans and maps should include roads, easements, railroads, water features and any other developments on or immediately adjacent to the site. Identify land use types, e.g. residential, row crop, pasture, industrial, commercial, recreation/conservation, etc. Include color pictures as necessary. Clearly show the overall project boundary. For development projects, be sure to include dimensions of facilities. For acquisition projects, identify the individual tracts using the parcel numbers listed in the table in Section 5: Acquisition Schedule. It is preferred that plans be on 8 ½" x 11" paper, larger sized paper must be folded into 8 ½" x 11." Aerial photos should be in color and well-labeled.

### **IV. Project Benefits, Needs, Justification and Urgency**

Describe project justification and need. Make references to the County REAP plan, current Iowa Statewide Comprehensive Outdoor Recreation Plan (SCORP), Iowa Wildlife Action Plan and other plans that help direct conservation and recreation programs. Do not include entire plans in the application. Identify benefits to be

derived from the project in terms of populations being served and resource management/protection. Explain any urgency for development and/or acquisition action that may exist.

**V. Environmental, Economic and Social Impacts of Project**

Describe permanent and temporary environmental impacts of the proposed project and future related actions, if any are contemplated. Impacts are defined as direct or indirect changes in the existing environment, whether beneficial or adverse. This discussion should also include expected impacts caused by users, as well as impacts on economic, cultural, aesthetic and quality of life.

**VI. Historical, Archaeological and Architectural Features/Impacts**

Describe any resources of historical nature on the project site, such as buildings, Native American burial mounds, historic trails, architectural features and archaeological elements. Explain impacts on these resources that will be caused by the project.

**VII. Local Participation**

Explain the extent of public participation in the formulation of this proposed project. Describe the process and mechanisms used and the findings. Do not include actual public participation reports, board meeting minutes and petitions; rather reference their existence and conclusion in this section.

**VIII. Considerations Given to Minorities, Elderly and Disabled**

Proposed projects, must meet the requirements described in the Assurance of Compliance with Americans with Disabilities and Civil Rights. Explain how development projects meet these requirements.

**IX. Itemized Costs**

List all items and their costs to be included in the acquisition and/or development of the current proposed project. Include types of construction, dimensions, lengths, capacities, etc. Engineering and appraisal fees may also be included. *The itemized cost listing will be the basis for determining what items are eligible for REAP funding.* Items not listed will not be eligible for assistance under the grant agreement. Below is an example of the headings for the budget:

Project Component	Description	Project Cost	REAP Request	Total
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**X. Public Communications**

A description of the public communications plan shall be included in every project. If the grant is approved for funding, this plan must be implemented. The plan must include how the applicant will inform and advise users about the importance of the project and plans to promote the project to expected user groups upon completion of the project and into the future.

**XI. Agreements and Easements**

If applicant does not possess all fee title interest in property, please explain. Additionally, explain contractual or joint agreements with other parties for operation and maintenance of the site and facilities. Enclose copies of any such agreements and other ownership conditions on the property.

**XII. County Resource Enhancement Committee Comments**

Prior to submittal, the county Resource Enhancement Committee must approve grant applications and the Chairperson must sign the application in Section 6. A summary of comments by the County REAP Committee should be included in this section.

**8. PROJECT SCORING CRITERIA (weight factors in parentheses)**

**Make sure that all criteria are addressed in the application.**

**Private/Public Open Space Grant**

Level of significance (3)  
Resource representation (3)  
Level of threat (3)  
Relationship to existing public land (3)  
Relationship to state, local and regional plans (3)  
Rare or unique species or communities (2)  
Public benefits (2)  
Tourism and economic development (1)  
Geographic distribution (1)  
Multiple use potential (1)  
Available funds relative to project costs (1)  
Quality of public communications plan (1)

**County Conservation**

Relationship to state local and regional plans (4)  
Quality of site and/or project (3)  
Public demand or need (2)  
Project uniqueness (2)  
Urgency of proposed action (2)  
Multiple benefits to be provided (2)  
Economic benefits to local, regional or state area (1)  
Quality of public communications plan (1)

**City Parks and Open Spaces**

Relationship to state local and regional plans (4)  
Quality of site and/or project (3)  
Public benefit served (2)  
Local support (2)  
Environmental benefits (2)  
Quality of public communications plan (1)

**For more information about REAP Grants, visit:**

**<http://www.iowadnr.gov/Environment/REAP/REAPGrants.aspx>**

**Contact for all grants: Tammie Krausman, REAP Coordinator**

**[Tammie.Krausman@dnr.iowa.gov](mailto:Tammie.Krausman@dnr.iowa.gov)**

**(515) 725-8443**



## FARM LEASE - CASH RENT

THIS LEASE ("Lease") is made between THE CITY OF DALLAS CENTER, IOWA, ("Landlord"), whose address for the purpose of this Lease is P.O. Box 396, Dallas Center, Iowa 50063 and LANCE E. STUDER ("Tenant"), whose address for the purpose of this Lease is  
Iowa 50063.

### THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Dallas County, Iowa (the "Real Estate"):

Parcel 19-100 of Plat of Survey recorded in Book 2019 Page 19848, being part of the NE 1/4 of the NE 1/4 of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas County, Iowa;

and

Lots 5 and 6, except the South 33 feet thereof, and the West 1/3 of Lot 13, all in Block 48 in Huber and Vandercooks' Addition to the Town of Dallas Center, Dallas County, Iowa.,

and containing 3.849 total acres, more or less, with possession by Tenant for a term of 1 year to commence on March 1, 2020, and end on February 28, 2021. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"): total annual cash rent of \$220.00 per tillable acre payable in full on or before November 1, 2020. The Tenant shall certify the total number of tillable acres to the Landlord on or before July 1, 2020. All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.
3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform

Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0%	100%
(2) Lime and Trace Minerals	0%	100%
(3) Herbicides	0%	100%
(4) Insecticides	0%	100%
(5) Seed	0%	100%
(6) Seed cleaning	0%	100%
(7) Harvesting and/or Shelling Expense	0%	100%
(8) Grain Drying Expense	0%	100%
(9) Grain Storage Expense	0%	100%

Lime and trace minerals shall be allocated over 5 years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program

6. **ENVIRONMENTAL.**

a. Landlord. To the best of Landlord's knowledge to date:

- i. Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all



- applicable federal, state, and local codes, rules, and regulations.
- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
  - iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises. Farm chemicals for use on other properties may not be stored on this property. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$10.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
12. **NO AGENCY.** Tenant is not an agent of the Landlord.
13. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
14. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
15. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

- 16 **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
17. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
18. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
19. **LANDLORD'S AGENT.** The Landlord designates Director of Public Works, Brian Slaughter as its representative regarding this Lease. Brian Slaughter will designate those areas of the real estate that may be tilled by the Tenant.

DATED: December 10, 2019.

TENANT:

  
\_\_\_\_\_  
LANCE E. STUDER, Tenant

LANDLORD – CITY OF DALLAS CENTER

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

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

**RESOLUTION NO. 2020-54**

**A RESOLUTION AUTHORIZING CLERK TO TRANSFER THE BALANCE IN THE SEWER RESERVE FUND TO THE SEWER FUND FOLLOWING THE FINAL PAYMENT ON THE 2001 SEWER REVENUE CAPITAL LOAN NOTES ON JUNE 1, 2020**

**WHEREAS**, on the 21<sup>st</sup> day of May, 2001, the City of Dallas Center, Iowa, issued Sewer Revenue Capital Loan Notes in the amount of \$607,000 in connection with the construction of the East Dual Purpose Sewer; and

**WHEREAS**, the Note Resolution adopted by the Council on February 6, 2001, required the maintenance of a sewer reserve fund (Account 610-000-1162) under the State Revolving Fund (SRF) regulations, which reserve fund which has a current balance of \$83,235.93; and

**WHEREAS**, the final payment on the 2001 Sewer Revenue Capital Loan Note issue was made on June 1, 2020, and

**WHEREAS**, the requirement to maintain the reserve fund has ended and the current balance should be transferred to the sewer enterprise fund (Account 610-000-1160).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the Clerk is authorized to transfer the current balance of \$83,235.93 remaining in the sewer reserve fund (Account 610-000-1162) to the sewer enterprise fund (Account 610-000-1160).

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 11<sup>th</sup> day of August, 2020.

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Michael A. Kidd, Mayor

ATTEST:

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Cindy Riesselman, City Clerk

0000-55

Street Finance Report for Dallas Center 2020

	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets	\$44,656						\$44,656
Benefits - Roads/Streets			\$23,281				\$23,281
Training & Dues	\$587						\$587
Vehicle & Office Equip Operation and Repair		\$2,363					\$2,363
Street Maintenance Expense	\$100,000	\$199,644					\$299,644
Other Contract Services	\$294						\$294
Other Supplies	\$1,017						\$1,017
Vehicles	\$90,000	\$101,413					\$191,413
Principal Payment				\$65,000			\$65,000
Interest Payment				\$33,910			\$33,910
Bond Registration Fees				\$259			\$259
Transfer Out		\$25,000	\$10,539				\$35,539
Street Lighting		\$17,628					\$17,628
Traffic Control/Safety		\$1,846					\$1,846
Snow Removal		\$13,823					\$13,823

Street Finance Report for Dallas Center 2020

	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Beginning Balance		\$289,546	\$12,517				\$302,063
Expense	\$236,554	\$361,717	\$33,820	\$99,169			\$731,260
Revenue	\$236,554	\$208,618	\$34,029	\$99,169			\$578,370
Ending Balance		\$136,447	\$12,726				\$149,173

Resolution Number: 2020-55

Execution Date: 8/11/2020

Signature:

Street Finance Report for Dallas Center 2020

	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Levied on Property	\$236,554		\$23,281	\$63,630			\$323,465
TIF Revenues			\$10,539				\$10,539
Interest			\$209				\$209
State Revenues - Road Use Taxes		\$208,618					\$208,618
Transfer In				\$35,539			\$35,539

Street Finance Report for Dallas Center 2020

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2011 Street Improvements Project	\$751,958	\$65,000	\$33,910	\$65,000	\$33,910	\$686,958



Street Finance Report for Dallas Center 2020

Description	Contract Price	Final Price	Contractor Name
2019 Street Improvements Project	\$329,370	\$284,435	Des Moines Asphalt

Street Finance Report for Dallas Center 2020

	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Beginning Balance		\$289,546	\$12,517				\$302,063
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Resolution Number:

Execution Date:

Signature: