

AGENDA
Dallas Center City Council
December 8, 2020 –6:00 pm and 7:00 pm

On November 10, 2020, and November 16, 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 Proclamations prohibit indoor meetings of more than 15 people. 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 meeting of the City Council. 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/87283997887>

If a Zoom user has the Zoom app, just enter the meeting ID **872 8399 7887**

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is 872 8399 7887#): 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). The Zoom connection will be available starting at approximately 5:50 p.m.

MUNICIPAL WATER SYSTEM WORK SESSION - 6 p.m.

1. Call to Order and Roll Call
2. Council Work Session with Engineer on the Municipal Water System
3. Recess until the convening of the Council Meeting at 7 p.m.

CITY COUNCIL MEETING – 7 p.m.

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 November 10th regular meeting and November 17th and December 2nd special meetings
 - b. November Treasurer's Report, Balance Sheet and Budget Report
 - c. November Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Approve invoices for payment (review committee Beyer and Kluss)
5. Julie Becker's law suit appealing the Exception granted by the Board of Adjustment to Jeff and Karmen Weddle (filed December 3, but not yet served on the City)
 - a. Discussion and possible action on the Plaintiff's proposed settlement terms
 - b. Action to file a claim with the City's insurance carrier for legal defense to the litigation
6. Plan and Zoning Commission
 - a. Matt Ostanik – Report on review of Code Sec. 165.41(5) - Off-Street Parking
 - b. Review proposed Ordinance No. 549 – amending Code Sec. 165.41(5)
 - c. Action to set public hearing on Ordinance No. 549 for 7 p.m. on January 12, 2021
7. Public Library Phase 2 Construction (Remodeling and Addition Project)
 - a. Construction Manager's Report
 - b. Approve Partial Payment Estimate No. 3 – K. Johnson Construction - \$172,097.60
 - c. Approve Partial Payment Estimate No. 3 – AMC Mechanical Group - \$97,492.61
 - d. Approve Partial Payment Estimate No. 2 – Tri City Electric - \$57,434.62
8. Parks and Recreation Board –
 - a. Action on Resolution 2020-89 - Contract with TruGreen Commercial
 - b. Mayor-Discussion and possible action on staffing the ice skating shed
9. Public Works
 - a. Director's Report
10. Wastewater Treatment Facility Improvements
 - a. Engineer's Report
 - b. Approve Change Order #3 -C.L. Carroll Co., Inc. - Biosolids removal - \$51,470.00
 - c. Approve Partial Payment Estimate No. 12 – C.L. Carroll Co., Inc. - \$327,731.42
11. Water System Improvements – Shallow Well No. 11
 - a. Engineer's Report
 - b. Approve Partial Payment Estimate No. 4 (Final) – Northway Well and Pump - \$4,708.67
 - c. Action on Resolution 2020-88 – accepting the Water System Improvements – Shallow Well No. 11 Project
 - d. Action authorizing the Mayor to sign the Certificate of Completion
 - e. Action approving Partial Payment No. 5 (Retainage) – Northway Well and Pump – in the amount of \$13,976.90 and authorizing the Clerk to pay the retainage in 31 days after acceptance, or on or about January 8, 2021
12. Municipal Water System
 - a. Engineer's Report
 - b. Possible direction to City Engineer following Council Work Session
13. Sidewalk Improvement Project-2021
 - a. Discussion on Town Hall meeting and the proposed Project
 - b. Determination on whether to specially assess for a portion of the 2021 Project or other financing options
 - c. Possible action to direct Engineer to prepare concept design, including possible preliminary assessment
14. City Engineer – other matters
15. Public Safety Committee Update

16. Set January Budget Workshops January 4th and 5th (tentative - depending on when we receive valuations)
17. Discussion on Memorial Hall usage and rental
18. Council reports
19. Mayor's report
20. Adjournment

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	Dec Serv	\$225.00
Access Systems Leasing	Dec Serv	\$345.50
Access Systems	Dec Serv	\$37.70
Agsorce Cooperative Svcs	Tests	\$419.50
Amc Mechanical Inc.	Library	\$97,492.61
Baker & Taylor Co.	Books	\$553.81
Bay Bridge Administrators	Insurance	\$100.42
Brown, Fagen & Rouse	Dec Serv	\$2,622.09
Centurylink	Dec Serv	\$692.15
Civicplus, Inc	Website	\$4,499.99
Crossroads Ag, Llc	Supplies	\$55.00
Culligan Water System	Dec Serv	\$11.95
Dallas County Treasurer	Nov Serv	\$17,462.67
Delta Dental	Insurance	\$31.84
Delta Dental	Insurance	\$556.36
Digital Stew Services	Nov Serv	\$185.83
Dmc Welding & Repair Llc	Tools	\$16.96
Ed M Feld Equip. Co., Inc	Nov Serv	\$361.00
Eftps	Taxes	\$3,358.63
Eftps	Taxes	\$3,792.78
Electronic Engineering	Supplies	\$1,030.00
Estes Construction	Library	\$37,710.00
Gatehouse- Db Iowa Holdings	Publishing	\$744.07
Gcmoa	Dues	\$20.00
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$28.52
Git Insurance	Insurance	\$4,581.00
Grimes Asphalt/Paving	Repairs	\$62,400.00
Heartland Co-Op	Nov Serv	\$990.97
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 Finance Authority	Bond Payment	\$55.74
Iowa Finance Authority	Bond Payment	\$4,121.25
Iowa Finance Authority	Bond Payment	\$19,164.51
Iowa One Call	Oct Serv	\$72.90
Iowa Rural Water Assoc	Dues	\$275.00
Ipers	Ipers	\$4,941.20
Iron Mountain	Nove Serv	\$78.32
K. Johnson Construction	Library	\$172,097.60
Karen Mccleary	Nov Serv	\$425.00
Kempker's True Value	Supplies	\$8.49
Leaf	Nov Serv	\$102.08
Eddie Leedom	Nov Serv	\$130.30
Logan Contractors Supply	Supplies	\$311.50
Macqueen Equipment,Llc	Repairs	\$118.24
Manatts	Concrete	\$2,320.00
Menards	Supplies	\$512.66
Midamerican Energy	Nov Serv	\$14.00
Midamerican Energy	Nov Serv	\$4,520.07
Midwest Breathing Air Llc	Tests/Supplies	\$220.01
Mosquito Control of Iowa	Mosquito Serv	\$7,250.00
Municipal Supply Inc	Supplies	\$141.95
Nationwide Retirement Sol	Deferred Comp	\$450.00
Northway Well and Pump	Well #11 Final	\$4,708.67
O'halloran International, Inc.	Supplies	\$36.85
Office Depot	Supplies	\$63.47
Praxair Distribution	Nov Serv	\$32.63
Rhinehart Excavating, Inc	Supplies	\$1,173.90
Treasurer - State of Iowa	Taxes	\$1,030.49
Treasurer - State of Iowa	Taxes	\$2,009.08
Sandry Fire Supply	Annual Serv	\$1,822.00
April Scrivner	Mileage	\$24.73
Storey Kenworthy/Matt Parrott	Supplies	\$425.87
Tri-City Electric Co	Library	\$57,434.62
Umb Bank Na	Bond Payment	\$36,267.50
Umb Bank Na	Bond Payment	\$3,076.42
Uhs Premium Billing	Insurance	\$396.64
Uhs Premium Billing	Insurance	\$7,979.28
Unplugged Wireless	Lightbar	\$1,750.00
Van Wall Equipment	Repairs	\$521.58
Veenstra & Kimm	Dec Serv	\$30,866.85
Verizon Wireless	Oct Serv	\$280.07
Treasurer - State of Iowa	Taxes	\$1,126.00

Waste Management	Nov Serv	\$19,116.29
Wells Fargo	Books/Postage/Supplies	\$3,496.41
	Total Paid	\$632,144.73

General	\$116,941.61
Rut	\$24,581.13
T&A(Eb)	\$10,629.52
Burnett Project	\$3,493.90
Debt Service	\$39,399.66
Cap Improve - Library	\$364,734.83
Water	\$17,573.54
Sewer	\$54,523.93
Storm District	\$266.61
Total by Fund	\$632,144.73

Revenues

General Total	\$64,332.45
T&A (Pd) Benevolent Total	\$0.31
T&A(Ft) Total	\$0.00
T&A(Sc) Total	\$1.08
Capital Improvement Total	\$12.16
T&A(SI) Total	\$662.90
Rut Total	\$20,211.10
T&A(Eb) Total	\$5,507.80
Emergency Levy Fund Total	\$0.06
Local Option Sales Tax Total	\$94,789.08
Tif Total	\$1,997.01
Burnett Project Total	\$16.47
T&A(Bc) Total	\$0.00
T&A(Burnett Cap Improve) Total	\$49.04
Debt Service Total	\$17,218.65
Cap Improve - Library Total	\$0.00
T&A(B) Total	\$1.30
T&A(Y) Total	\$1.31
Water Total	\$40,821.25
Sewer Total	\$523,130.17
Storm District Total	\$4,761.24
Total Revenue by Fund	\$773,513.38

The Dallas Center City Council met in electronic meeting via Zoom November 10, 2020 at 7:00 pm due to Iowa Governor Kim Reynolds's October 16 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 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 Ryan Coon, Curtis Pion, Danny Beyer, Amy Strutt and Ryan Kluss.

Motion by Pion, 2nd by Kluss to approve agenda. Roll call all ayes, motion passed.

Public Communications and Concerns

Bob Haxton made comments in regard to streets and sidewalks.

Julie Becker stated multiple concerns.

Motion by Beyer, 2nd by Pion to approve consent agenda [approve minutes of October 13th regular meeting; October Treasurer's Report; October Law Enforcement, Fire/Rescue, Compliance and Water Reports; approve Mayor's reappointment of Gary Licht to the Parks and Recreation Board (term expires December 31, 2023); approve Mayor's reappointment of Ken Matteson to the Parks and Recreation Board (term expires December 31, 2023); approve Mayor's reappointment of Dustin Thomas to the Property Maintenance Appeal Board (term expires December 31, 2023); approve reappointment of Mark Hersch to the E911 Board; approve reappointment of Mike Howell as an alternate to the E911 Board; approve reappointment of Mark Hersch as the Mayor's alternate to the Dallas County Emergency Management Board; approve Seasonal Fun Committee's request for street closing on December 5, 2020; approve sidewalk permit payment of \$80 for 300 13th Street; action to approve applying for the MidAmerican Energy Trees Please grant; approve invoices for payment (review committee Pion and Coon)]. Roll call all ayes, motion passed.

Matt Ostanik, Chair of Plan and Zoning Commission, gave an overview of the proposal to update the City's Comprehensive Plan.

Attorney Brown reviewed Legislative Update – H.F. 2641 signed by the Governor on June 29, 2020, prohibits cities from adopting or enforcing any regulation, restriction, or other ordinance, including a conditional use permit requirement relating to short-term rentals (such as Airbnb in a stand-alone dwelling or owner-occupied residential home offered for a fee for 30 days or less).

Public Library Phase 2 Construction (Remodeling and Addition Project)

Randy Sharp gave the Construction Manager's Report. Progress continues on schedule with brick work, roofing and inside work.

Motion by Pion, 2nd by Beyer to approve Change Order No. 2 (General) – K. Johnson Construction – add \$5,282 (this amount will not increase the contract amount). Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Coon to approve Change Order No. 2 (Electrical) – Tri City Electric – add \$1,100 (this amount will not increase the contract amount). Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Pion to approve Partial Payment Estimate No. 2 – K. Johnson Construction - \$172,395.55. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Kluss to approve Partial Payment Estimate No. 2 – AMC Mechanical Group - \$12,269.44. Roll call all ayes, motion passed.

Motion by Strutt, 2nd by Pion to approve Partial Payment Estimate No. 1 – Tri City Electric - \$32,072.00. Roll call all ayes, motion passed.

Walnut Street Streetscape Project

Nathan Gruver with ISG gave the Architect's Report-the first stakeholder's meeting was held on Monday and they are hoping for approximately 200 survey responses. High level concepts could be ready early next month, and the plan will be prepared so it can be done in phases over many years.

Public Works

Brian Slaughter reported they have been working on and/or completed the following items: inclusive playground surround at Mound Park, poured the slab for the ice rink shed, moved dirt, seeded and mulched at Heritage Park, had check valve repairs done on two pumps at the water reservoir, oversaw Ash Street maintenance, repaired a water main on Sycamore Street, maintained ROW trees, oversaw the completion of Well #11 and have had the street sweeper out.

Motion by Pion, 2nd by Beyer to approve sale or disposal of John Deere 318 tractor mower and accessories. Roll call all ayes, motion passed.

Motion by Pion, 2nd by Kluss to approve sale or disposal of 3-point tractor blade. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Pion to approve Resolution 2020-80 – Heartland Co-op LP Tank Lease Agreement for Wells 9 and 10. Roll call all ayes, motion passed.

Wastewater Treatment Facility Improvements

Bob Veenstra reported the project is approximately 87% complete and reviewed the contract extension request.

Motion by Pion, 2nd by Coon to approve Partial Payment Estimate No. 11 – C.L. Carroll Co., Inc. - \$404,139.502. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Strutt to approve request for contract extension to December 31, 2020. Roll call all ayes, motion passed.

Water System Improvements – Shallow Well No. 11

Veenstra reported the project is complete and the final paperwork will be ready for next month's meeting.

Municipal Water System –

Veenstra reported work continues on the water system report, council will schedule a work session in early December.

Sidewalk Improvement Project

Veenstra and council reviewed the possible calendar year 2021 sidewalk project and the draft timeline. A town hall meeting will be scheduled in December and due to COVID-19 may be held virtually.

Capital Improvements Program

Council reviewed the spreadsheet draft (the library project cost was updated). Council will continue to make adjustments to the plan over the next several months and possibly approve the plan in the spring after the FY21/22 budget is complete.

Motion by Beyer, 2nd by Coon to approve Resolution 2020-56 – approving Annual Financial Report for Fiscal Year 2019-2020. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Kluss to approve Resolution 2020-81 – Section 125 approving the form of the amended Section 125 Cafeteria Plan (last approved by Resolution 2019-58). Roll call all ayes, motion passed.

Annual TIF Report

Council reviewed the annual report.

Motion by Beyer, 2nd by Pion to approve Resolution 2020-82 – incurring TIF indebtedness in the amount of \$4,057.50 for Dallas County Development dues and \$69,860 for bond payments on the General Obligation Bond – Wastewater Treatment Facility. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Pion to establish TIF revenue request for FY 2021-2022 in the amount of \$160,000. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Kluss to approve Resolution 2020-83 – approving 2020 annual report to the State of Iowa. Roll call all ayes, motion passed.

Motion by Pion, 2nd by Kluss to approve UnitedHealthCare HSA CE-WT insurance plan for 2021 with all employee contributions remaining the same. The City will contribute \$5,000/family and \$2,500/single into each employee's HSA account; and approving Delta Dental Premier Plan B Plus with the City paying the same percentage as health coverage. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Coon to approve Resolution 2020-84 – approving FY 2021 budgeted fund transfers. Roll call all ayes, motion passed.

Kluss left the Zoom meeting at approximately 8:38 pm.

Motion by Coon, 2nd by Pion to approve Resolution 2020-85 – Verizon NASPO purchasing entity agreement. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Coon to approve Resolution 2020-86 – A King's Throne Agreements and damage waiver program. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Pion to approve Resolution 2020-87 – Affirming that Lyn Crest Estates Plats 3, 5 and future Plat 4 are included in the Urban Revitalization Area. Roll call all ayes, motion passed.

Reminder of FY 2021/2022 budget strategy workshop at 6:00 pm on Tuesday, November 17th.

Council reports-Beyer reported the council has been extremely busy, passing 87 resolutions so far in 2020 compared to 77 in all of 2019.

Riesselman reported the Seasonal Fun Committee plans to have mini goats at Heritage Park for the Holiday Celebration for a socially distanced petting zoo.

The meeting adjourned at 8:44 pm.

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	Nov Serv	\$225.00
Access Systems Leasing	Lease	\$365.89
Access Systems	Nov Serv	\$37.70
Monty Button	Tree Maint	\$6,525.00
Agsorce Cooperative Svcs	Tests	\$608.50
Alley Auto Sales	Tire Serv	\$120.00
Amc Mechanical Inc.	Library Phase 2	\$12,269.44

Arnold Auto Supply	Repairs	\$20.41
Baker & Taylor Co.	Books	\$599.57
Bay Bridge Administrators	Insurance	\$100.42
Boland Recreation	Play Equip	\$28,443.00
Brown, Fagen & Rouse	Legal Services	\$4,494.97
C.L. Carroll Co., Inc.	Wastewater Project	\$404,139.50
Center Point Large Print	Books	\$115.20
Centurylink	Nov Serv	\$700.91
Cintas	Oct Serv	\$95.38
Cj Cooper & Associates	Testing	\$105.00
Occupational Health Centers	Testing	\$153.00
Concrete Impressions, Llc	Concrete	\$32,460.00
Construction Materials	Testing	\$1,293.00
Culligan Water System	Oct Serv	\$33.55
Dallas County Treasurer	Annual Serv	\$1,224.29
Dallas County Treasurer	Oct Serv	\$17,462.67
Delta Dental	Insurance	\$31.84
Delta Dental	Insurance	\$556.36
Digital Stew Services	Oct Serv	\$115.38
Eftps	Taxes	\$3,392.40
Eftps	Taxes	\$3,475.70
Electric Pump	Repairs	\$641.70
Electronic Engineering	Repairs	\$1,287.89
Elite Electric & Utility	Ice Rink	\$560.00
Jeff Enlow	Sidewalk Permit	\$80.00
Estes Construction	Library Phase 2	\$37,710.00
Gatehouse- Db Iowa Holdings	Publications	\$274.00
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$28.52
Graham Tire & Service	Tires	\$694.48
Grimes Asphalt/Paving	Cold Patch	\$692.04
Gis Workshop, Llc	2021 Service	\$6,084.49
Heartland Co-Op	Oct Serv	\$974.89
Hotsy Cleaning Systems	Supplies	\$470.00
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	Sept Serv	\$236.70
Ipers	Ipers	\$4,952.23
Iron Mountain	Oct Serv	\$80.03
K. Johnson Construction	Library Phase 2	\$172,395.55
Karen McCleary	Oct Serv	\$425.00

Robert King	Reimbursement	\$75.00
Koch Office Group	Copier Contract	\$73.06
Leaf	Copier Contract	\$102.08
Eddie Leedom	Oct Serv	\$435.14
Library Ideas Llc	Books	\$190.59
Mahon Trucking Llc	Rock	\$955.18
Manatts	Concrete	\$916.00
Marshall Mccalley	Oct Serv	\$820.00
Menards	Supplies	\$513.98
Micromarking Llc	Books	\$404.42
Midamerican Energy	Sept Serv	\$1,266.48
Midamerican Energy	Sept Serv	\$49.63
Midamerican Energy	Oct Serv	\$3,109.21
Mills Enterprises, Llc	Tree Debris	\$6,195.00
Moss Bros, Inc	Repairs	\$189.33
Nationwide Retirement Sol	Deferred Comp	\$450.00
Office Depot	Supplies	\$233.04
Otis Elevator Company	Annual Serv	\$652.56
Overhead Door Co, of Dsm	Repairs	\$6,725.00
Praxair Distribution	Oct Serv	\$31.98
Rhinehart Excavating, Inc	Play Equip	\$695.10
Cindy Riesselman	Mileage	\$9.78
Treasurer - State pf Iowa	Taxes	\$1,022.55
Treasurer - State of Iowa	Taxes	\$2,062.70
South Dallas County Landfill	Annual Fee	\$2,195.00
State Hygienic Lab	Testing	\$546.00
Storey Kenworthy/Matt Parrott	Furniture	\$2,910.39
Strauss Safe & Lock Co.	Locks	\$203.20
The Home Depot Pro	Supplies	\$38.56
Tri-City Electric Co	Library Phase 2	\$32,072.00
Trugreen/Action Pest	Oct Serv	\$3,648.75
Uhs Premium Billing	Insurance	\$396.64
Uhs Premium Billing	Insurance	\$7,979.28
Veenstra & Kimm	Oct Serv	\$17,956.98
Verizon Wireless	Oct Serv	\$280.07
Treasurer - State of Iowa	Taxes	\$1,119.00
Healthequity, Inc.	Annual Fee	\$485.00
Waste Management	Oct Serv	\$19,113.31
Abby Weddle	Supplies	\$6.10
Wells Fargo	Postage/Supplies	\$1,630.91
Ziegler Inc	Repairs	\$340.06
	Total Paid	\$865,698.87
	General	\$117,932.64
	T&A(SI)	\$1,720.32
	Rut	\$3,626.79

T&A(Eb)	\$10,629.53
Burnett Project	\$32,460.00
Cap Improve Library	\$255,739.99
Water	\$14,021.93
Sewer	\$429,419.30
Storm District	\$148.37
Totally by Fund	\$865,698.87

Revenues

General Total	\$342,385.83
T&A (Pd) Benevolent Total	\$0.30
T&A(Ft) Total	\$0.00
T&A(Sc) Total	\$1.06
Capital Improvement Total	\$11.89
T&A(SI) Total	\$7.50
Rut Total	\$14,035.98
T&A(Eb) Total	\$62,679.12
Emergency Levy Fund Total	\$0.06
Local Option Sales Tax Total	\$31,928.12
Tif Total	\$57,170.19
Burnett Project Total	\$28.68
T&A(Bc) Total	\$40.14
T&A(Burnett Cap Improve) Total	\$47.98
Debt Service Total	\$114,700.27
Cap Improve Library Total	\$0.00
T&A(B) Total	\$1.27
T&A(Y) Total	\$1.28
Water Total	\$46,641.53
Sewer Total	\$472,647.62
Storm District Total	\$4,774.09
Total Revenue	\$1,147,102.91

The Dallas Center City Council met in electronic meeting via Zoom November 17, 2020 at 7:00 pm due to Iowa Governor Kim Reynolds's November 10 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 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 Ryan Coon, Danny Beyer, Amy Strutt and Ryan Kluss. Curt Pion was not on the call/Zoom during roll call.

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

Pion joined the meeting at 6:01 pm.

Engineer Veenstra gave an overview of the biosolids removal process at the Wastewater Treatment Facility. There has been an additional 305 tons (approximately) removed over the contract amount. This will require a change order in the amount of approximately \$51,000. This item will be added to the December agenda.

Council discussed the FY22 budget strategy which includes budgeting to spend the general fund down to approximately \$700,000, trying to maintain the levy rate at \$12.68/1000, water rate review, requesting updated equipment schedules from the fire and public works departments and asking the clerk to draft the preliminary budget with the council paying 100% of the calendar 2021 sidewalk project so they can make a decision on cost sharing.

The meeting adjourned at 6:31 pm.

Cindy Riesselman, City Clerk

The Dallas Center City Council met in electronic meeting via Zoom on December 2, 2020 at 6:00 pm due to Iowa Governor Kim Reynolds's November 10 and November 16, 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 prohibits indoor meetings of more than 15 people. 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 Mike Kidd called the meeting to order at 6:00 pm. Council members present on the call/Zoom meeting were Amy Strutt, Danny Beyer, Curt Pion, Ryan Coon and Ryan Kluss.

Motion by Beyer, 2nd by Coon to approve the agenda. Roll call ayes-Coon, Kluss, Strutt and Beyer. Pion was having audio issues and did not answer the vote. Motion passed 4-0.

Town Hall Meeting on 2021 proposed sidewalk project

Engineer Veenstra gave background information and an overview of the sidewalk program and the 2021 proposed sidewalk project (Laurel Street from Kellogg to Rhinehart, 13th Street to 12th Street and the alley west of 11th Street to 10th Street).

Multiple residents gave input and asked questions in regard to the project with most of the residents stating they support sidewalks and the fact that the city is looking at adding additional sidewalks, but they do not support assessments for the sidewalks. An option of an additional streetlight in the Rhinehart area was also suggested (Councilmember Pion stated the Public Safety Committee would research this).

Concerns were also raised in regard to existing sidewalks that are in disrepair as well as the prioritization of the new sidewalks, it was also discussed that Code Section 136.04 states "It is the responsibility of the abutting property owners to maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or traveled portion of the public street". Council stated they would need to research the existing sidewalks and decide how to proceed.

Council thanked everyone for their feedback and will discuss how to proceed at the December 8th council meeting. They also stated the residents on this Zoom meeting had given them several things to think about before proceeding.

The meeting adjourned at 7:19 pm.

Cindy Riesselman, City Clerk

TREASURER'S REPORT
CALENDAR 11/2020, FISCAL 5/2021

FUND		LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001	GENERAL	1,000,249.32	64,332.45	129,067.90	.00	935,513.87
011	T&A (PD) BENEVOLENT	783.89	.31	.00	.00	784.20
015	T&A(FT)	287,540.67	.00	.00	.00	287,540.67
021	T&A(SC)	12,731.90	1.08	.00	.00	12,732.98
029	CAPITAL IMPROVEMENT	134,949.13	12.16	.00	.00	134,961.29
041	T&A(SL)	19,348.79	662.90	14,609.55	.00	5,402.14
110	RUT	67,830.86	20,211.10	4,457.01	.00	83,584.95
112	T&A(EB)	61,596.23	5,507.80	14,378.27	.00	52,725.76
119	EMERGENCY LEVY FUND	142.99	.06	.00	.00	143.05
121	LOCAL OPTION SALES TAX	606,303.67	94,789.08	4,554.00	.00	696,538.75
125	TIF	73,313.46	1,997.01	74,735.25	.00	575.22
166	T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167	BURNETT PROJECT	649,048.16	16.47	32,460.00	.00	616,604.63
168	T&A(BC)	380,620.47	.00	301,471.60-	.00	682,092.07
169	T&A(BURNETT CAP IMPROVE)	664,847.06	49.04	.00	.00	664,896.10
177	T&A(PD)	.00	.00	.00	.00	.00
180	REC TRAIL	.00	.00	.00	.00	.00
200	DEBT SERVICE	197,238.45	17,218.65	39,343.92	.00	175,113.18
308	CAP IMPROVE - LIBRARY	.00	.00	544,322.36	.00	544,322.36-
501	T&A(B)	15,274.74	1.30	.00	.00	15,276.04
502	T&A(Y)	13,295.58	1.31	.00	.00	13,296.89
600	WATER	364,344.65	40,821.25	21,083.67	.00	384,082.23
610	SEWER	341,031.82	523,130.17	433,981.54	.00	430,180.45
740	STORM DISTRICT	9,118.59	4,761.24	673.40	.00	13,206.43
	Report Total	4,899,610.43	773,513.38	1,012,195.27	.00	4,660,928.54

BALANCE SHEET
CALENDAR 11/2020, FISCAL 5/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	97.81	33,276.33
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)	2,887.97-	8,525.02
119-000-1110	CHECKING-EMERG LEVY	.00	.00
121-000-1110	CHECKING-LOST	.01	.01
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	55.74	55.74
305-000-1110	CHECKING-PLAYGROUND EQUIP	.00	.00
307-000-1110	CHECKING-2012 HWY 44 TURN LANE	.00	.00
308-000-1110	CHECKING-CAP IMPROVE - LIBRARY	.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	204.48-	10,629.21
600-000-1111	CHECKING-WATER SINKING	4,121.25	4,121.25
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	1,007.91-	15,554.47
610-000-1111	CHECKING-SEWER SINKING	19,164.51	19,164.51
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	5,500.05-	1,685.94
	CHECKING TOTAL	13,838.91	93,012.48
001-000-1120	PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00

BALANCE SHEET
CALENDAR 11/2020, FISCAL 5/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1160	SAVINGS-GENERAL	64,833.26-	492,137.54
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.31	784.20
015-000-1160	SAVINGS-T&A(FT)	.00	14,459.33-
021-000-1160	SAVINGS-T&A(SC)	1.08	2,732.98
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	.00	740.99-
029-000-1162	SAVINGS-DEPR PARK	1.38	3,475.74
029-000-1163	SAVINGS-DEPR SWIM POOL	4.34	10,957.05
029-000-1164	SAVINGS-DEPR P/W BLDG	5.98	15,112.11
029-000-1165	SAVINGS-DEPR FIRE	.46	1,157.38
041-000-1160	SAVINGS-T&A(SL)	13,946.65-	5,402.14
110-000-1160	SAVINGS-RUT	15,754.09	60,818.12
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)	5,982.50-	44,200.74
119-000-1160	SAVINGS-EMERG LEVY	.06	143.05
121-000-1160	SAVINGS-LOST	90,231.33	197,085.34
121-000-1161	SAVINGS-LOST PROP TAX RELIEF	.00	.00
121-000-1162	SAVINGS-LOST SWIM POOL	3.74	9,453.40
125-000-1160	SAVINGS-TIF	72,738.24-	575.22
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	32,446.98-	32,895.91
167-000-1161	SAVINGS-T&A(BURNETT REC/POOL)	3.45	8,708.72
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	301,471.60	405,092.07
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	49.04	123,896.10
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	.00	.00
200-000-1160	SAVINGS-DEBT SERV	22,181.01-	175,057.44
305-000-1160	SAVINGS-PLAYGROUND EQUIP	.00	.00
307-000-1160	SAVINGS-2012 HWY 44 TURN LANE	.00	.00
308-000-1160	SAVINGS-CAP IMPROVE - LIBRARY	544,322.36-	544,322.36-
501-000-1160	SAVINGS-T&A(B)	1.30	3,276.04
502-000-1160	SAVINGS-T&A(Y)	1.31	3,296.89
600-000-1160	SAVINGS-WATER	15,323.73	265,548.63
600-000-1161	SAVINGS-WATER SINKING	497.08	27,041.58
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	80,884.32	345,053.12
610-000-1161	SAVINGS-SEWER SINKING	9,892.29-	37,065.69
610-000-1162	SAVINGS-SEWER RESERVE	.00	.00
610-000-1163	SAVINGS-SEWER IMPROVEMENT	.00	13,342.66
740-000-1160	SAVINGS-STORM DISTRICT	9,587.89	11,520.49
	SAVINGS TOTAL	252,520.80-	1,835,816.06
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

BALANCE SHEET
CALENDAR 11/2020, FISCAL 5/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
021-000-1170	CD-T&A (SC)	.00	10,000.00
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	238,681.89-	4,660,928.54

BUDGET REPORT
CALENDAR 11/2020, FISCAL 5/2021

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-110-6010	POLICE-WAGES	123,989.00	10,044.58	50,222.90	40.51
001-110-6181	POLICE-CLOTHING	.00	50.00	250.00	.00
001-110-6210	POLICE-DUES,M'SHIPS, SPE	.00	.00	.00	.00
001-110-6230	POLICE-TRAINING	500.00	41.67	208.35	41.67
001-110-6310	POLICE-OFFICE RENTAL/MAI	.00	.00	.00	.00
001-110-6331	POLICE-VEHICLE OPERATION	24,000.00	1,975.17	9,875.85	41.15
001-110-6332	POLICE-VEHICLE/EQUIP REP	.00	.00	.00	.00
001-110-6371	POLICE-UTILITIES	300.00	.00	.00	.00
001-110-6373	POLICE-TELEPHONE	800.00	64.00	320.00	40.00
001-110-6419	POLICE-TECHNOLOGY SERVIC	2,800.00	233.33	1,166.65	41.67
001-110-6499	POLICE-RESERVE OFFICERS	.00	.00	.00	.00
001-110-6505	POLICE-PIONEER GRANT	.00	.00	.00	.00
001-110-6506	POLICE-OFFICE SUPPLIES	.00	.00	.00	.00
001-110-6507	POLICE-OPERATING SUPPLIE	2,080.00	173.33	961.65	46.23
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	3,843.30	40.52
112-110-6130	POLICE-IPERS	11,915.00	948.22	4,741.10	39.79
112-110-6150	POLICE-GROUP INSURANCE	36,726.00	3,060.49	15,302.45	41.67
112-110-6155	CITY SHARE- HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	2,800.00	89.82	449.10	16.04
112-110-6170	POLICE-UNEMPLOYMENT	270.00	13.40	67.00	24.81
112-110-6181	POLICE-UNIFORM ALLOWANCE	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	87,408.35	40.42
001-150-6010	FIRE DEPT-SALARIES	15,000.00	.00	2,370.00	15.80
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	223.75	502.42	16.75
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	.00	2,823.92	25.67
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	132.67	638.93	39.93
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	165.68	3,047.23	40.63
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	5,000.00	1,287.89	1,287.89	25.76
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	31.98	751.18	25.04
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	30,000.00	186.09	6,994.49	23.31
015-150-6505	T&A(FT)-EXPENSES	16,000.00	.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	.00	181.39	15.80
112-150-6130	FIRE-IPERS	595.00	.00	28.37	4.77
112-150-6155	CITY SHARE- HSA	.00	.00	3.67	.00
112-150-6160	FIRE-WORKER'S COMP	6,500.00	.00	63.22	.97
	FIRE TOTAL	107,858.00	2,028.06	33,742.71	31.28
001-170-6407	BUILDING INSPECTION FEES	30,000.00	224.00	10,125.84	33.75
	BUILDING INSPECTIONS TOT	30,000.00	224.00	10,125.84	33.75
001-190-6499	ANIMAL IMPOUNDMENT	500.00	.00	66.65	13.33
	ANIMAL CONTROL TOTAL	500.00	.00	66.65	13.33

BUDGET REPORT
CALENDAR 11/2020, FISCAL 5/2021

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	PUBLIC SAFETY TOTAL	354,623.00	19,714.73	131,343.55	37.04
001-210-6010	STREETS-WAGES	41,260.00	3,502.74	18,967.09	45.97
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	.00	356.00	50.86
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	40.01	2,689.99	116.70
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	258.00	436.25	43.63
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,500.00	15.00	183.12	12.21
021-210-6417	T&A(SC)-REFUNDS	1,000.00	.00	.00	.00
029-210-6710	DEPR-NON RUT EQUIP	9,500.00	.00	9,072.75	95.50
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	221.60	1,142.54	38.08
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	190,400.00	1,916.33	121,017.10	63.56
110-210-6425	RUT-SIDEWALK IMPROVEMENT	2,000.00	80.00	694.00	34.70
110-210-6490	RUT-FAIR VIEW DR SIDEWAL	18,000.00	.00	12,748.00	70.82
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	267.96	1,481.66	46.95
112-210-6130	STREETS-IPERS	3,895.00	328.45	1,791.27	45.99
112-210-6150	STREETS-GROUP INSURANCE	10,320.00	772.13	3,851.96	37.33
112-210-6155	CITY SHARE- HSA	2,325.00	46.00	233.39	10.04
112-210-6160	STREETS-WORKER'S COMP	5,000.00	.00	63.22	1.26
112-210-6170	STREETS-UNEMPLOYMENT	.00	.00	.00	.00
112-210-6181	STREETS-UNIFORM ALLOWANC	400.00	.00	400.00	100.00
	ROADS, BRIDGES, SIDEWALK	295,761.00	7,448.22	175,128.34	59.21
110-230-6371	RUT-STREET LIGHTS	25,000.00	155.75	5,610.78	22.44
110-230-6509	RUT-STREET SIGNS	2,500.00	.00	1,668.23	66.73
	STREET LIGHTING TOTAL	27,500.00	155.75	7,279.01	26.47
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	881.98	22.05
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	440.10	5.18
	SNOW REMOVAL TOTAL	20,000.00	.00	1,322.08	6.61
001-290-6010	GARBAGE-WAGES	15,629.00	1,119.68	6,084.24	38.93
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	2,195.00	2,195.00	100.00
001-290-6418	GARBAGE-SALES TAX	5,000.00	905.53	2,261.47	45.23
001-290-6499	GARBAGE-FEES	212,000.00	19,113.31	94,548.23	44.60
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	396.69	1,113.12	92.76
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	1,500.00	100.00
112-290-6110	GARBAGE-FICA	1,196.00	85.66	465.45	38.92
112-290-6130	GARBAGE-IPERS	1,475.00	105.71	574.43	38.94
112-290-6150	GARBAGE-GROUP INSURANCE	9,108.00	670.62	3,335.79	36.62
112-290-6155	CITY SHARE- HSA	1,850.00	29.00	143.00	7.73
	GARBAGE TOTAL	251,153.00	24,621.20	112,220.73	44.68
001-299-6010	GARAGE-WAGES	28,132.00	2,148.79	11,704.79	41.61
001-299-6310	GARAGE-BUILDING REPAIRS	5,000.00	.00	950.00	19.00
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	221.60	1,062.68	30.36

BUDGET REPORT
CALENDAR 11/2020, FISCAL 5/2021

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-299-6332	GARAGE-VEHICLE REPAIRS	4,000.00	32.45	785.41	19.64
001-299-6371	GARAGE-UTILITIES	3,000.00	80.38	425.80	14.19
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,000.00	1,122.09	2,384.02	59.60
001-299-6490	STREET TREES	28,000.00	12,720.00	17,272.50	61.69
001-299-6507	GARAGE-OPERATING SUPPLIE	5,000.00	1,391.60	3,122.77	62.46
029-299-6799	DEPR-P/W BLDG EXPENSE	10,000.00	.00	.00	.00
112-299-6110	GARAGE-FICA	2,152.00	164.41	895.61	41.62
112-299-6130	GARAGE-IPERS	2,656.00	201.48	1,085.10	40.85
112-299-6150	GARAGE-GROUP INSURANCE	7,209.00	485.13	2,412.68	33.47
112-299-6155	CITY SHARE- HSA	1,463.00	29.00	141.08	9.64
112-299-6160	GARAGE-WORKER'S COMP	1,600.00	.00	63.22	3.95
	OTHER PUBLIC WORKS TOTAL	105,712.00	18,596.93	42,305.66	40.02
	PUBLIC WORKS TOTAL	700,126.00	50,822.10	338,255.82	48.31
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	6,000.00	19.97	1,342.40	22.37
	OTHER HEALTH/SOCIAL SERV	6,000.00	19.97	1,342.40	22.37
	HEALTH & SOCIAL SERVICES	14,000.00	19.97	1,342.40	9.59
001-410-6010	LIBRARY-WAGES	83,659.00	5,184.07	28,795.97	34.42
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	5,000.00	215.00	2,206.84	44.14
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	.00	.00
001-410-6340	LIBRARY-COMPUTER MAINT	6,000.00	820.00	6,763.00	112.72
001-410-6371	LIBRARY-UTILITIES	6,000.00	403.00	1,350.95	22.52
001-410-6373	LIBRARY-TELEPHONE	2,500.00	186.99	928.13	37.13
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,400.00	175.14	583.46	41.68
001-410-6502	LIBRARY-BOOKS	16,000.00	1,410.01	5,770.77	36.07
001-410-6505	LIBRARY-OFFICE FURNITURE	1,500.00	.00	90.94	6.06
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,000.00	219.85	1,204.24	20.07
001-410-6508	LIBRARY-POSTAGE	1,000.00	.00	99.45	9.95
001-410-6599	LIBRARY-EQUIPMENT	.00	.00	.00	.00
041-410-6502	T&A(SL)-EXPENSES	19,000.00	14,609.55	15,523.55	81.70
112-410-6110	LIBRARY-FICA	6,400.00	396.56	2,202.82	34.42
112-410-6130	LIBRARY-IPERS	7,897.00	489.39	2,718.37	34.42
112-410-6150	LIBRARY-GROUP INSURANCE	18,964.00	1,622.74	8,072.09	42.57
112-410-6155	CITY SHARE- HSA	5,000.00	100.00	500.00	10.00
112-410-6160	LIBRARY-WORKER'S COMP	250.00	.00	63.22	25.29
121-410-6770	LOST-CAP OUTLAY LIBRARY	.00	.00	.00	.00
168-410-6721	T&A(BURNETT LIBRARY)-EXP	93,000.00	301,471.60	93,631.24	100.68
168-410-6910	BURNETT LIBRARY-TRANSFER	550,387.00	.00	.00	.00
169-410-6770	CAP OUTLAY - LIBRARY	.00	.00	.00	.00
169-410-6910	BURNETT CAP IMP-TRANSFER	360,000.00	.00	.00	.00
501-410-6502	T&A BOOKS-EXPENSE	1,000.00	.00	.00	.00

BUDGET REPORT
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PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	LIBRARY TOTAL	1,191,707.00	275,639.30-	170,505.04	14.31
001-430-6010	PARKS-WAGES	43,760.00	2,657.73	19,065.66	43.57
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	27,000.00	8,681.06	23,201.00	85.93
001-430-6320	PARKS-GROUND MAINT/REPAI	10,000.00	3,873.75	6,029.30	60.29
001-430-6331	PARKS-VEHICLE OPERATION	2,000.00	118.00	918.00	45.90
001-430-6350	PARKS-EQUIP REPAIRS	1,000.00	165.30	380.05	38.01
001-430-6371	PARKS-UTILITIES	2,500.00	119.21	723.64	28.95
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	60,000.00	29,138.10	29,138.10	48.56
001-430-6450	PARKS-TREE MAINT	6,500.00	.00	3,795.00	58.38
001-430-6460	TREES PLEASE GRANT EXPEN	2,000.00	.00	.00	.00
001-430-6461	TREES FOREVER GRANT EXPE	1,500.00	.00	1,454.17	96.94
001-430-6495	PARKS-ACTIVITIES	200.00	.00	.00	.00
001-430-6505	PARKS-WELLMARK GRANT	.00	.00	.00	.00
001-430-6507	PARKS-MISC OPERATING SUP	2,000.00	138.29	643.70	32.19
029-430-6720	DEPR-PARK EXPENSES	.00	.00	.00	.00
112-430-6110	PARKS-FICA	3,348.00	203.34	1,458.60	43.57
112-430-6130	PARKS-IPERS	3,523.00	250.35	1,285.78	36.50
112-430-6150	PARKS-GROUP INSURANCE	1,801.00	130.42	660.80	36.69
112-430-6155	CITY SHARE- HSA	413.00	8.00	36.99	8.96
112-430-6160	PARKS-WORKER'S COMP	675.00	.00	63.22	9.37
112-430-6181	PARKS-UNIFORM ALLOWANCE	.00	.00	.00	.00
167-430-6320	T&A(BURNETT REC)-PARK IM	35,000.00	32,460.00	32,460.00	92.74
167-430-6910	T&A(BURNETT REC)-TRANSFE	.00	.00	.00	.00
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	213,420.00	77,943.55	121,314.01	56.84
001-440-6010	SWIM POOL-WAGES	52,627.00	583.96	24,144.72	45.88
001-440-6230	SWIM POOL-CPO TRAINING	500.00	.00	.00	.00
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	.00	117.31	1.17
001-440-6350	SWIM POOL-OPER EQUIP REP	1,000.00	.00	100.67	10.07
001-440-6371	SWIM POOL-UTILITIES	3,500.00	20.64	1,551.03	44.32
001-440-6373	SWIM POOL-TELEPHONE	500.00	31.16	137.78	27.56
001-440-6418	SWIM POOL-SALES TAX	2,500.00	.00	321.37	12.85
001-440-6501	SWIM POOL-CHEM/INSPEC	6,000.00	.00	592.15	9.87
001-440-6507	SWIM POOL-OPERATING SUPP	3,000.00	131.79	874.97	29.17
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	44.67	1,847.13	45.88
112-440-6130	SWIM POOL-IPERS	685.00	54.83	298.60	43.59
112-440-6150	SWIM POOL-GROUP INS	3,664.00	207.89	1,035.34	28.26
112-440-6155	CITY SHARE- HSA	663.00	12.50	61.36	9.25
112-440-6160	SWIM POOL-WORKER'S COMP	2,000.00	.00	63.22	3.16
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

BUDGET REPORT
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PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
180-440-6801	REC TRAIL-BURNETT PRINC	.00	.00	.00	.00
180-440-6851	REC TRAIL-BURNETT INT	.00	.00	.00	.00
502-440-6505	T&A YOUTH-EXPENSES	1,500.00	.00	.00	.00
	RECREATION TOTAL	147,165.00	1,087.44	31,145.65	21.16
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	CULTURE & RECREATION TOT	1,552,292.00	196,608.31-	322,964.70	20.81
001-520-6210	ECON DEV-DUES	4,500.00	.00	4,057.50	90.17
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	1,734.00	23.12
001-520-6470	ECON DEV-COMPLIANCE	10,000.00	449.49	2,591.86	25.92
001-520-6490	ECON DEV-MISC EXPENSE	3,000.00	.00	.00	.00
001-520-6495	ECON DEV-ACTIVITIES	25,000.00	.00	2,500.00	10.00
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	449.49	10,883.36	20.48
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
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	COMMUNITY & ECONOMIC DEV	53,250.00	449.49	10,883.36	20.44
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	2,000.00	20.83
001-610-6210	MAYOR/COUNCIL-DUES	1,500.00	.00	1,135.00	75.67
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,000.00	274.00	1,899.15	31.65
001-610-6490	MAYOR/COUNCIL-AUDITS/BON	29,000.00	.00	6,992.47	24.11
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	13,500.00	15.90	11,701.97	86.68
112-610-6110	MAYOR/COUNCIL-FICA	734.00	5.80	29.00	3.95
112-610-6130	MAYOR/COUNCIL-IPERS	720.00	37.76	188.80	26.22
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	61,054.00	733.46	23,946.39	39.22
001-620-6010	CLERK-WAGES	60,832.00	4,589.59	25,788.57	42.39
001-620-6210	CLERK-DUES	150.00	.00	.00	.00
001-620-6230	CLERK-EDUCATION/TRAINING	2,000.00	125.00-	247.08	12.35
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00
001-620-6373	CLERK-TELEPHONE/RADIOS	3,100.00	233.74	1,121.95	36.19
001-620-6419	CLERK-TECHNOLOGY SERVICE	12,000.00	2,471.87	5,248.79	43.74
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	.00	813.26	81.33
001-620-6505	CLERK-OFFICE EQUIP PURCH	6,000.00	.00	2,105.59	35.09
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	479.26	1,566.16	36.42
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	2.60	815.75	54.38
112-620-6110	CLERK-FICA	4,654.00	351.10	1,972.84	42.39

BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
112-620-6130	CLERK-IPERS	5,743.00	433.28	2,434.54	42.39
112-620-6150	CLERK-GROUP INSURANCE	24,229.00	1,860.00	9,258.65	38.21
112-620-6155	CITY SHARE- HSA	5,175.00	103.50	536.25	10.36
112-620-6160	CLERK-WORKER'S COMP	375.00	.00	63.22	16.86
	CLERK/TREASURER/ADM TOTA	131,558.00	10,399.94	51,972.65	39.51
001-640-6405	ATTORNEY-MISC EXP	3,000.00	1,875.00	1,936.00	64.53
001-640-6411	ATTORNEY-RETAINER	31,200.00	2,600.00	13,000.00	41.67
	LEGAL SERVICES/ATTORNEY	34,200.00	4,475.00	14,936.00	43.67
001-650-6310	MEMORIAL HALL-BLDG MAINT	5,000.00	.00	.00	.00
001-650-6320	MEMORIAL HALL-MISC EXPEN	1,300.00	68.91	503.81	38.75
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	248.32	1,706.43	26.25
001-650-6373	MEMORIAL HALL-TELEPHONE	600.00	50.00	250.00	41.67
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	305.38	2,004.47	46.62
001-650-6499	MEMORIAL HALL-ELEV MAINT	900.00	652.56	652.56	72.51
	CITY HALL/GENERAL BLDGS	18,600.00	1,325.17	5,117.27	27.51
001-660-6408	GENERAL-LIABILITY INSURA	37,000.00	.00	1,062.00	2.87
	TORT LIABILITY TOTAL	37,000.00	.00	1,062.00	2.87
001-699-6490	MISC UNALLOCATED REIMB	3,000.00	86.25	121.65-	4.06-
	OTHER GENERAL GOVERNMENT	3,000.00	86.25	121.65-	4.06-
	GENERAL GOVERNMENT TOTAL	285,412.00	17,019.82	96,912.66	33.96
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	3,076.42	3,076.42	9.70
200-210-6899	DS BOND REGISTRATION FEE	850.00	.00	425.00	50.00
	ROADS, BRIDGES, SIDEWALK	122,560.00	3,076.42	3,501.42	2.86
305-430-6385	PLAYGROUND-PRAIRE MDWS G	.00	.00	.00	.00
305-430-6390	PLAYGROUND-DALLAS CNTY G	.00	.00	.00	.00
	PARKS TOTAL	.00	.00	.00	.00
200-815-6801	DS PRINC-2001 EDS	.00	.00	.00	.00
200-815-6802	DS PRINC-2001 SRF	.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	36,267.50	36,267.50	50.00
200-865-6899	DS BOND REGISTRATION	500.00	.00	.00	.00
	STORM DISTRICT TOTAL	193,035.00	36,267.50	36,267.50	18.79
	DEBT SERVICE TOTAL	385,895.00	39,343.92	39,768.92	10.31

BUDGET REPORT
CALENDAR 11/2020, FISCAL 5/2021

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
308-410-6770	CAP IMPROVEMENT-LIBRARY	1,632,446.00	544,322.36	544,322.36	33.34
	LIBRARY TOTAL	1,632,446.00	544,322.36	544,322.36	33.34
	CAPITAL PROJECTS TOTAL	1,632,446.00	544,322.36	544,322.36	33.34
600-810-6010	WATER-WAGES	77,518.00	5,711.56	30,515.20	39.37
600-810-6110	WATER-FICA	5,930.00	436.95	2,365.09	39.88
600-810-6130	WATER-IPERS	7,318.00	536.44	2,871.96	39.25
600-810-6150	WATER-GROUP INSURANCE	18,097.00	1,343.84	6,698.96	37.02
600-810-6155	CITY SHARE- HSA	3,763.00	71.50	348.25	9.25
600-810-6160	WATER-WORKER'S COMP	2,500.00	.00	63.23	2.53
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
600-810-6210	WATER-DUES	1,500.00	.00	490.35	32.69
600-810-6230	WATER-TRAINING	1,500.00	.00	.00	.00
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	79,700.00	1,892.88	24,328.56	30.53
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	.00	8,432.90	33.73
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	94.98	450.62	22.53
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	245,000.00	546.00	261,398.43	106.69
600-810-6371	WATER-UTILITIES	21,000.00	1,332.71	11,140.34	53.05
600-810-6373	WATER-TELEPHONE	1,000.00	66.35	319.48	31.95
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	985.62	6,134.48	47.19
600-810-6401	WATER-AUDIT	.00	.00	.00	.00
600-810-6407	WATER-ENGINEERING	15,000.00	1,177.00	5,715.32	38.10
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	4,071.78	11,108.02	50.49
600-810-6419	WATER-TECHNOLOGY SERVICE	6,155.00	2,085.10	5,736.90	93.21
600-810-6499	WATER-TESTS	5,000.00	43.00	2,371.87	47.44
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	.00	4,546.36	13.78
600-810-6506	WATER-OFFICE SUPPLIES	1,700.00	515.04	1,370.97	80.65
600-810-6507	WATER-OPERATING SUPPLIES	3,000.00	161.67	161.67	5.39
600-810-6508	WATER-POSTAGE	1,500.00	.00	1,400.00	93.33
600-810-6599	WATER-MISC EXP	2,500.00	11.25	242.25	9.69
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	759,202.00	21,083.67	388,611.21	51.19
610-815-6010	SEWER-WAGES	73,142.00	5,619.19	30,553.67	41.77
610-815-6110	SEWER-FICA	5,595.00	429.77	2,367.27	42.31
610-815-6130	SEWER-IPERS	6,905.00	527.67	2,874.37	41.63
610-815-6150	SEWER-GROUP INSURANCE	19,443.00	1,471.39	7,339.27	37.75
610-815-6155	CITY SHARE- HSA	4,350.00	100.50	496.01	11.40
610-815-6160	SEWER-WORKER'S COMP	1,200.00	.00	63.23	5.27

BUDGET REPORT
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PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6181	SEWER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
610-815-6210	SEWER-DUES	350.00	.00	.00	.00
610-815-6230	SEWER-EDUCATION/TRAINING	1,000.00	.00	.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	94.96	450.61	28.16
610-815-6332	SEWER-VEHICLE REPAIRS	300.00	.00	.00	.00
610-815-6340	SEWER-OFFICE EQUIP	.00	.00	.00	.00
610-815-6350	SEWER-OPERATION/MAINT	20,000.00	.00	2,441.32	12.21
610-815-6371	SEWER-UTILITIES	10,000.00	763.20	4,970.23	49.70
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	150.00	408.21	20.41
610-815-6407	SEWER-ENGINEERING	170,500.00	16,555.98	68,839.50	40.38
610-815-6408	SEWER-INSURANCE	12,000.00	.00	.00	.00
610-815-6411	SEWER-LEGAL	.00	.00	6,648.90	.00
610-815-6418	SEWER-SALES TAX EXPENSE	4,300.00	930.79	2,614.26	60.80
610-815-6419	SEWER-TECHNOLOGY SERVICE	6,655.00	2,085.08	5,736.84	86.20
610-815-6499	SEWER-TESTS	8,000.00	425.22	3,052.78	38.16
610-815-6506	SEWER-OFFICE SUPPLIES	2,000.00	515.04	1,371.16	68.56
610-815-6507	SEWER-SUPPLIES	1,000.00	161.67	161.67	16.17
610-815-6508	SEWER-POSTAGE	1,500.00	.00	.00	.00
610-815-6599	SEWER-ADMIN EXPENSES	2,350.00	11.58	118.51	5.04
610-815-6767	SEWER-FAIR VIEW DR SAN S	.00	.00	16,202.32	.00
610-815-6780	SEWER-CAPITAL OUTLAY PRO	3,300,000.00	404,139.50	2,154,834.10	65.30
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	3,768,856.00	433,981.54	2,311,944.23	61.34
740-865-6379	STORM DISTRICT-MAINT/REP	15,000.00	.00	4,680.04	31.20
740-865-6407	STORM DISTRICT-ENGINEER	3,000.00	.00	.00	.00
740-865-6411	STORM DISTRIC-LEGAL	.00	.00	.00	.00
740-865-6418	STORM DISTRICT-SALES TAX	1,200.00	216.72	541.80	45.15
740-865-6419	STORM DISTRICT-TECH SERV	2,305.00	40.01	2,770.00	120.17
740-865-6765	STORM DISTRICT-CAPITAL P	142,889.00	.00	18,727.90	13.11
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	256.73	26,719.74	16.25
	-----	-----	-----	-----	-----
	ENTERPRISE FUNDS TOTAL	4,692,452.00	455,321.94	2,727,275.18	58.12
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	10,416.65	41.67

BUDGET REPORT
CALENDAR 11/2020, FISCAL 5/2021

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
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	309,290.00	4,554.00	22,770.00	7.36
125-910-6910	TIF-TRANSFER OUT	146,651.00	74,735.25	79,068.25	53.92
167-910-6910	T&A(BURNETT REC)-TRANSFE	.00	.00	.00	.00
169-910-6910	T&A(BURNETT CAP IMP TRAN	.00	.00	.00	.00
180-910-6910	REC TRAIL-TRANSFER OUT	.00	.00	.00	.00
307-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00
308-910-6910	TRANSFER OUT	.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	2,083.35	41.67
	TRANSFERS TOTAL	595,311.00	81,789.25	114,338.25	19.21
	TRANSFER OUT TOTAL	595,311.00	81,789.25	114,338.25	19.21
	TOTAL EXPENSES BY FUNCTI	10,265,807.00	1,012,195.27	4,327,407.20	42.15

Monthly Water Report

Date	Nov-20																									
Water Plant																										
Total Gal.>	4,069,900	Max	181,200	Min	108,600	Avg	135,700	Gpm	257																	
Total Hrs.>	264.3	Max	12	Min	6.7	Avg	8.81																			
Last Month.>	4,344,100	Max	187,300	Min	68,300	Avg	140,100	Gpm	240																	
Last Year.>	3,374,200	Max	148,500	Min	64,500	Avg	112,500	Gpm	248																	
Lbs.of Chlorine	535	Lbs of Fluoride	36	Gallons of salt brine	1,810																					
Chlorine.Mg/l	0.95	Fluoride.Mg/l	0.5	Hardness. Mg/l	102	Iron. Mg/l	0.15	Nitrate.Mg/l																		
Well																										
Date	11/19/2020																									
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm						
Well # 7	36	20	16	120																						
Well # 9	36	26	10	80																						
Well # 10	24	12	12	110																						
Well # 11	32	26	8	265																						
Water Meters																										
	New Installs				Read In																					
	Replace Meter				Read Out																					
	Replace Radio Read				Shut off For nonpayment																					
	Repair																									
Fire Hydrants																										
	New Install				Flush Hyd				Repair Hyd																	
Water Plant																										
	11/5/20 - Backwashed Filter 1																									
	11/10/20 - Backwashed Filter 2																									
	11/12/20 - Backwashed Filter 3																									
Water Tower																										
Reservoir																										
Dist. System																										
Wells																										
	11/4/20 - Well 11 went online																									
	11/19/20 - Tested wells 7-9-10-11																									
Other																										



November 2020

Dallas Center Calls for Service

DATE/TIME	INCIDENT	LOCATION
2020-11-01 07:04	SUSPICIOUS	10TH ST / VINE ST, DALLAS CENTER
2020-11-01 14:14	ALARM	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-11-02 10:51	ALARM	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-11-02 12:39	SUSPICIOUS	FAIRVIEW DR / NORTHVIEW DR, DALLAS CENTER
2020-11-02 13:41	ANIMAL COMPLAINT	704 LINDEN ST, DALLAS CENTER
2020-11-03 10:32	CIVIL PAPER	1806 LINDEN ST, Apt. 7, DALLAS CENTER
2020-11-03 14:35	CIVIL DISPUTE	1400 VINE ST, DALLAS CENTER
2020-11-03 21:20	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
2020-11-05 15:12	MEDICAL/AMBULANCE TRIP	1303 SUGAR GROVE AVE, DALLAS CENTER
2020-11-05 21:16	ROBBERY	1006 ASH ST, DALLAS CENTER
2020-11-05 23:42	EXTRA PATROL	1201 WALNUT ST, DALLAS CENTER
2020-11-05 23:45	EXTRA PATROL	1005 VINE ST, DALLAS CENTER
2020-11-06 09:57	FOLLOW UP INVESTIGATION	1006 ASH ST, DALLAS CENTER
2020-11-06 10:50	CIVIL PAPER	1806 LINDEN ST, Apt. 7, DALLAS CENTER
2020-11-06 18:08	SUSPICIOUS	906 8TH ST, DALLAS CENTER
2020-11-06 18:35	FORGERY/FRAUD	17 ORCHARD LN, DALLAS CENTER
2020-11-07 10:47	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
2020-11-07 15:00	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
2020-11-08 02:05	DISTURBANCE	1402 SYCAMORE ST, DALLAS CENTER
2020-11-08 12:56	VIOLATION OF PROTECTION ORDER	908 8TH ST, DALLAS CENTER
2020-11-09 13:18	FORGERY/FRAUD	590 SUGAR GROVE AVE, DALLAS CENTER
2020-11-09 13:41	ATV COMPLAINT	FAIRVIEW DR / NORTHVIEW DR, DALLAS CENTER
2020-11-10 11:04	MVC-PD	2476 240TH ST, DALLAS CENTER
2020-11-10 15:23	RETURN PHONE CALL	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-11-11 07:53	SPECIAL ASSIGNMENT	1400 VINE ST, DALLAS CENTER
2020-11-11 16:54	TRAFFIC STOP	1205 13TH ST, DALLAS CENTER
2020-11-11 17:06	911 MISDIAL	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2020-11-12 14:41	RETURN PHONE CALL	1106 LINDEN ST, DALLAS CENTER
2020-11-12 15:51	MEDICAL/AMBULANCE TRIP	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-11-13 02:08	SUSPICIOUS	1500 WALNUT ST, DALLAS CENTER
2020-11-13 15:05	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2020-11-13 21:26	TRAFFIC STOP	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-11-14 09:37	MEDICAL/AMBULANCE TRIP	105 PERCIVAL AVE, DALLAS CENTER
2020-11-15 15:28	TRAFFIC STOP	1204 LINDEN ST, DALLAS CENTER

2020-11-16 01:27	THEFT OF MOTOR VEHICLE	708 VINE ST, DALLAS CENTER
2020-11-16 14:21	911 HANGUP	1200 LINDEN ST, DALLAS CENTER
2020-11-17 13:43	EXTRA PATROL	906 8TH ST, DALLAS CENTER
2020-11-17 15:53	ORDINANCE VIOLATIONS	906 ASH ST, DALLAS CENTER
2020-11-18 14:23	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
2020-11-18 14:48	911 HANGUP	240TH ST / ORDER DR, DALLAS CENTER
2020-11-18 14:51	INFORMATION	1006 VINE ST, DALLAS CENTER
2020-11-18 14:52	INFORMATION	1107 SUGAR GROVE AVE, DALLAS CENTER
2020-11-19 01:07	MEDICAL/AMBULANCE TRIP	1505 SUGAR GROVE AVE, DALLAS CENTER
2020-11-19 08:51	MEET COMPLAINANT	1707 CHERRY ST, DALLAS CENTER
2020-11-19 09:59	MEDICAL/AMBULANCE TRIP	703 9TH ST, DALLAS CENTER
2020-11-19 15:44	TRAFFIC STOP	LINDEN ST / 13TH ST, DALLAS CENTER
2020-11-19 18:01	MEDICAL/AMBULANCE TRIP	104 PERCIVAL AVE, DALLAS CENTER
2020-11-20 16:09	SUSPICIOUS	1005 VINE ST, DALLAS CENTER
2020-11-20 16:28	RETURN PHONE CALL	1005 VINE ST, DALLAS CENTER
2020-11-20 17:06	MEDICAL/AMBULANCE TRIP	1107 SUGAR GROVE AVE, Apt. 3, DALLAS CENTER
2020-11-21 16:56	HARASSMENT/THREATS	902 8TH ST, DALLAS CENTER
2020-11-21 18:16	SUSPICIOUS	230TH ST / N AVE, DALLAS CENTER
2020-11-21 19:50	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
2020-11-21 21:45	ANIMAL COMPLAINT	601 PERCIVAL AVE, DALLAS CENTER
2020-11-21 22:34	WELFARE CHECK	601 PERCIVAL AVE, DALLAS CENTER
2020-11-22 17:52	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2020-11-23 20:52	DISTURBANCE	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-11-24 08:08	TRAFFIC STOP	1205 13TH ST, DALLAS CENTER
2020-11-24 16:10	VEHICLE UNLOCK	595 SUGAR GROVE AVE, DALLAS CENTER
2020-11-25 01:43	PREMISES CHECK	23999 250 th ST, DALLAS CENTER
2020-11-25 13:24	TRAFFIC COMPLAINT	400 13TH ST, DALLAS CENTER
2020-11-25 23:48	ASSIST	1806 LINDEN ST, DALLAS CENTER
2020-11-27 08:45	911 MISDIAL	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2020-11-27 14:57	TRAFFIC STOP	14TH ST / SUGAR GROVE AVE, DALLAS CENTER
2020-11-27 21:23	WELFARE CHECK	1006 VINE ST, DALLAS CENTER
2020-11-28 10:09	MEDICAL/AMBULANCE TRIP	703 9TH ST, DALLAS CENTER
2020-11-28 12:41	MEDICAL/AMBULANCE TRIP	1400 WALNUT ST, DALLAS CENTER
2020-11-28 13:24	CIVIL DISPUTE	906 8TH ST, DALLAS CENTER
2020-11-28 21:09	EXTRA PATROL	2476 240TH ST, DALLAS CENTER
2020-11-28 23:31	SUSPICIOUS	103 14TH ST, DALLAS CENTER
2020-11-29 11:24	MEDICAL/AMBULANCE TRIP	906 LINDEN ST, DALLAS CENTER
2020-11-29 20:09	WELFARE CHECK	804 FAIRVIEW DR, DALLAS CENTER
2020-11-29 23:23	INFORMATION	804 FAIRVIEW DR, DALLAS CENTER
Grand Total	392 hours patrol, 5 hours on calls, 397 total, 320 required	73

NOVEMBER 2020 CODE ENFORCEMENT REPORT DALLAS CENTER

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
		BEGIN 2017				
2017-051	1600 Linden	Property Maintenance	5/24/2017	7/26/2017 10/11/17 12/6/17 1/26/18 5/2/18 8/8/18 12/20/18	Advisory / Will have financing in October 11/1/17 Certified 1/3/18 FINAL NOTICE-- 1-17-18 New contractor will finish in spring 6/20/18 reminder 11/6/18 REMINDER	
		BEGIN 2019				
2019-042	1401 Walnut	Property Maintenance	4/24/2019	5/28/2019 6/20/19	Advisory/ 5/20/19 Certified	
2019-065	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	
		BEGIN-2020				
2020-071	107 Percival	Vehicle&Parking	6/8/2020	6/25/2020 9/3/20 11/13/20	Advisory- 8/18/20 Certified- 10/27/20 FINAL	
2020-078	1205 Walnut	Junk	6/17/2020	6/23/2020 7/10/20 8/7/20	M- Advisory- 7/20/20 Certified	

FIRE & EMS REPORT

November 2020

Total calls : 19

FIRE 4 total

2 Mutual aid with Granger and Johnston

1 MVC

1 outside fire

EMS 15 Total

15 calls for service (12 City/3 Rural)

Ralph Brown

From: Jim Nervig
Sent: Wednesday, November 25, 2020 11:20 AM
To: Ralph Brown; Scott Hall
Subject: Weddle Negotiations
Attachments: 20.11.25.TermsOfSettlement.pdf

With regard to the Special Use Permit granted by the Dallas Center Board of Adjustment on November 10, my client Julie Becker has directed me to forward to you the attached terms for a settlement of her potential certiorari appeal.

Please review the attached proposal. If we cannot negotiate terms for a settlement, I have been directed by Julie to petition for certiorari.

Thank you for your consideration.

Jim Nervig

Brick Gentry P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Phone:
Fax:

Terms for a settlement to avoid a legal remedy with the City of Dallas Center and the Weddles regarding the "Special Use Permit" Issued for 1607 Walnut St.; a permit to operate a Commercial C-1/C-2 business in a Residential R-1 District.

Submitted by Julie Becker, adjacent property owner to 1607 Walnut St. property

- 1. The City of Dallas will agree to honor the original intent and spirit of the 1887 Hoopes deed (a copy of the original deed is included) donating/gifting the North half of block 40 to the City of Dallas Center to become "public park" land, adjacent to the original Mound Park, as follows:**

Whereas, the North half of block 40 of the original plat of the City of Dallas Center was donated to the City of Dallas Center by minors, William Albert Hoopes (Bertie, ~ 12 years of age) and John Wilfred Hoopes (Fredie, ~ 17 years of age), by their father and guardian John M. Hoopes in 1887 for the sum of one dollar (\$1).

Whereas, the terms for this gift/donation of the land was accepted by the City of Dallas Center with "the premises to be used as a public park" only (A public park as interpreted in 1887, which would have been land in its natural state, planted with trees) and was "to be planted with trees and kept in repair otherwise the land shall revert to the grantors".

The City Council of Dallas Center shall reinstate the original use and intent of this Hoopes deed and make it permanent and "legally binding in perpetuity" that the "open greenspace area" of the North half of Block 40 of Mound Park shall remain in a natural state, only planted with trees and organically kept in repair. Nothing man-made shall henceforth be added to the North half block 40 that is concrete, pavement, metal, synthetic, rubber or not consistent with the spirit of a public park in 1887, which was an organic "green space" planted with trees" and it shall be kept in repair; as was the wish of the original donors. The spirit and intent of the donors that this public park should be an organic "green space" park is evident by the term "planted with trees" in the original deed. (The few existing current exceptions to trees shall be allowed to remain and be kept in repair. These exceptions only include: existing perimeter concrete sidewalk on North and East side of block, one sand (and only sand) volleyball court in its current location with net supports, and 2 permanent benches located West of volleyball court.)

Historical background and rationale as to why the 1887 deed should be honored.

- John (a banker/lawyer) & Fannie Hoopes were founding pioneers and citizens of Dallas Center, Iowa, in 1869.
- John and Fannie's sons, "Bertie" and "Fredie", were both born in Dallas Center; "Bertie" would have been one of the first babies born in Dallas Center in 1869.
- Fannie Hoopes, mother of Bertie and Fredie, died in Dallas Center in 1876 (she is buried in Clinton, IA). Her death made her sons heirs to the North half of block 40.
- John Hoopes remarried while still living in Dallas Center. He and his second wife, Carrie, had a son in 1879 named Ralph. They also had 2 other children, Julia and Horatio Roy.
- Ralph Hoopes died in 1883 in Dallas Center at age 3 of Scarlet Fever. He is buried with a significantly crafted headstone in the Dallas Center Cemetery. (See photo of marker/headstone).
- The Hoopes left Dallas Center for Rockport, Texas, shortly after donating/gifting Bertie and Fredie's land in 1887 to the City of Dallas Center for the specific use as a "public park...planted with trees" and to be kept in repair.

It is my belief that this pioneer family of Dallas Center, the Hoopes, having lost a mother, son and brother while living in Dallas Center, gifted the North half of block 40 to the City of Dallas Center for use as "a public park...planted with trees" to honor the memory of Fannie and Ralph Hoopes; a memorial and tribute to the two much-loved family members that died in Dallas Center while the Hoopes helped found and establish the City of Dallas Center from 1869-1887. It is only ethical for the City of Dallas Center to honor the terms of this donation/gift in the spirit and intent in which it was given to the City. Public "greenspace" in the center of a City is often hard to come by as a city grows; I certainly believe the Hoopes expected the City of Dallas Center to grow after its founding, and that there would be a need for a public "greenspace" park.

This section of the park is also extremely prone to flooding, it would be a very reasonable decision, practically speaking, to leave this public park land vacant of man-made obstructions and utilize its natural state for drainage/water catch for unusual rain events.

81-441
VILLAGE RECORD OF DEEDS.

FROM: William A. Hoopes & John M. Hoopes minors by J. M. Hoopes Guardian
of Dallas County
 Filled for Record the 2nd day of April A. D. 1887
 at 11 1/2 o'clock A.M.
 BY: J. C. Walsh
 Recorder, Dallas County, Iowa.
 Deputy.

Know all Men by These Presents:
 That William A. Hoopes and John M. Hoopes minors by J. M. Hoopes Guardian
 of Dallas County, and State of Iowa in consideration of the sum of
One Dollar and that the premises to be used as a public park DOLLARS,
 in hand paid by Dallas County
 of Dallas County, and State of Iowa do hereby **SELL AND CONVEY** unto the said
Dallas County the following described premises, situated in the County of
Dallas and State of Iowa, to-wit:

Their undivided interest with half of Block 4th 1/2 in Dallas
County Iowa
 Said half block shall be used as a public park and shall be planted
 with trees & kept in repair otherwise shall revert to the grantors

And she hereby covenant with the said Dallas County
 that she hold said premises by good and perfect title; that she have good right and lawful authority to sell and convey the same;
 that they are free and clear of all liens and incumbrances whatsoever; and she covenant to **WARRANT AND DEFEND** the said
 premises against the lawful claims of all persons whomsoever. And the said Ball unmarried
 hereby relinquishes her right of dower in and to the above described premises.

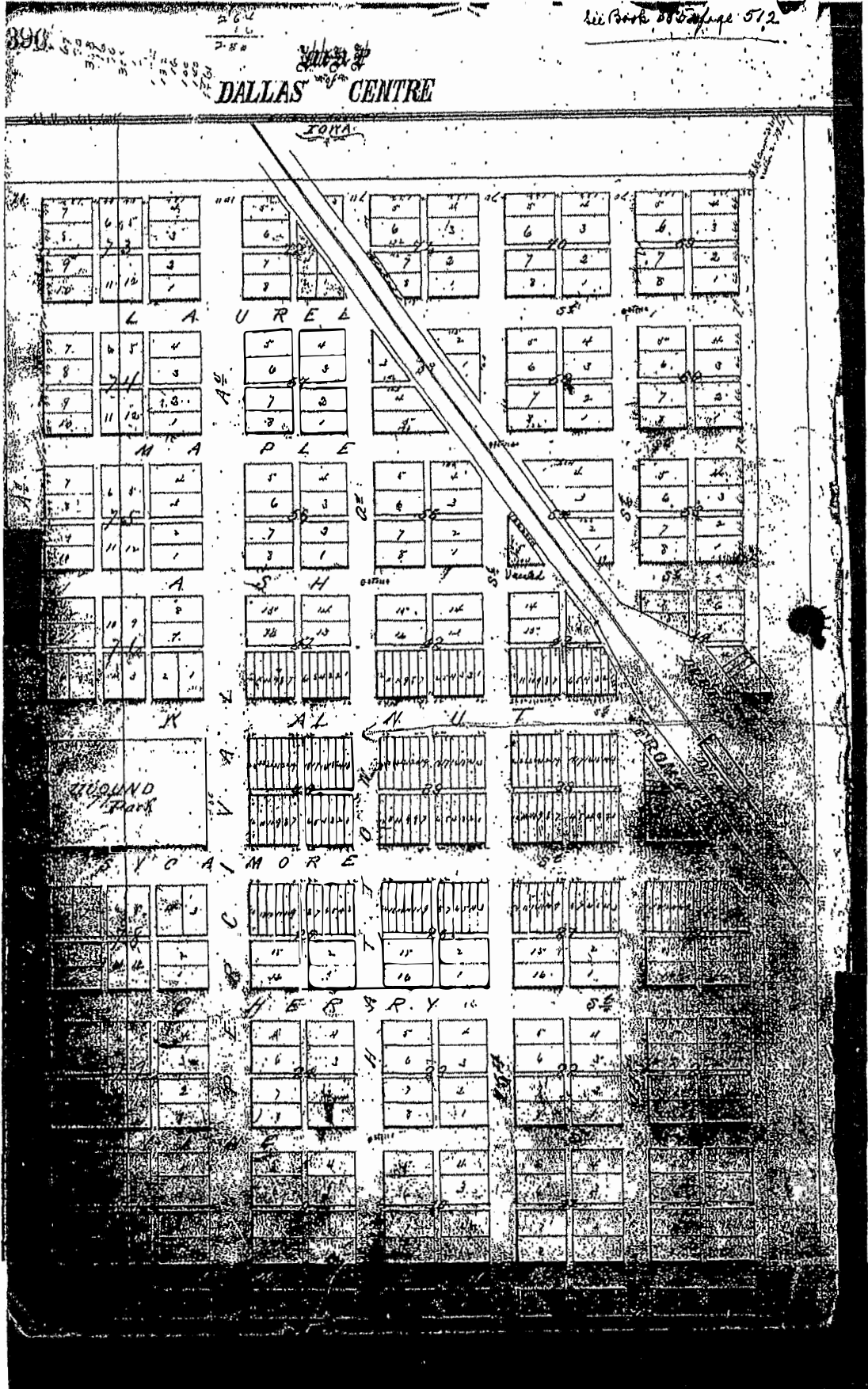
Signed this 11th day of January A. D. 1887
 IN PRESENCE OF
William A. Hoopes
John M. Hoopes by
J. M. Hoopes Guardian

STATE OF IOWA, Dallas County ss:
 On this 11th day of January A. D. 1887 before me A. T. Smith
 within and for said County, personally came William A. Hoopes and
John M. Hoopes minors by J. M. Hoopes Guardian personally to me known to be the identical persons
 whose names are affixed to the above instrument as grantors, and acknowledged the execution of the same to be their
 voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official Seal at
Dallas Iowa on the date last above written.
A. T. Smith
 Justice of the Peace for
Dallas County

Minors -
 William A. Hoopes (Albert)
 "Bertie"
 E
 John W. Hoopes (Wilfred)
 "Fredie"
 by their guardian
 & father
 J. M. Hoopes
 (John)
 #1 that the premises
 to be used as a
 public park.
 ... to be planted with
 trees and kept in
 repair
 ... otherwise shall
 revert to grantors

(C)



N
W + E
S

North half
of Block 40

Other Terms

2. **Walnut St., from Hatton to Percival, shall be posted as a “No Parking Except for Weddings & Funerals” Zone.**
3. **The east half of the Mound Park parking lot on the north side of the park, shall be posted with signs indicating “Mound Park Parking Only”, reserving at least half of Mound Park parking lot for park patrons; no one actually patronizing Mound Park should have difficulty finding a place to park, especially those with children with “adaptive needs” utilizing the new adaptive playground in that area of the park.**
4. **The use of Mound Park for events promoting/using alcohol will be prohibited by Council.** The park should only host events that are family friendly. Many in this community do not consider alcohol “family friendly”. This does not mean they oppose the use of alcohol; only that there are places where it is not appropriate...like school zones and city parks where children play and are present.
5. **Events at 1607 Walnut St. (the Weddles), where alcohol is present in any form, shall be limited to 6 events annually (each year). The City of Dallas Center and the adjacent property owners (the neighbors East and North), who have no legal buffer zone to these events as provided for in the City Zoning Code, shall be informed of the date & time span of any event hosted for a “fee” where alcohol (wine, beer, liquor) will be present. The current “Special Use Permit”, when revised to “a variance of non-conforming use” will be amended to include this restriction of the use of alcohol to 6 events annually)**

NOTE: It is not fair that the alcohol regulation granted to the Weddles is far less restrictive than that imposed for nearly 25 years on the Candle Lit Wedding Chapel. (See included Special Use Permit) No alcohol has been allowed to be served at the Candle Lit Wedding Chapel events. Any business operating in a residential R-1 District should not be allowed to sell, serve, provide alcohol, encourage BYOB (Bring your own Bottle/Beverage) or allow for the consumption of alcohol on the premises of a “for fee” event. This would be for the safety and welfare of families who live in the R-1 zoned neighborhood. This safety and welfare of those living in residential neighborhoods should be a priority, especially as it relates to alcohol and the negative aspects of its consumption by those paying a fee for the privilege to imbibe. I, as the most affected neighbor, am willing to concede 6 events annually “for fee” which will allow for alcohol consumption on the Weddle’s premises, if Council will agree to keep alcohol events out of Mound Park in the residential R-1 neighborhood.

- 6. The "Special Use Permit" designation for the exception granted to the Weddles will be changed to reflect "non-conforming use variance", which more accurately describes its use according to the City code. Both the Weddle's non-conforming use and the non-conforming use of the Candle Lit Wedding Chapel shall be phased-out of their "non-conforming use" and both brought into "R-1 conforming uses", as is appropriate for where they are located in a R-1 District; phased-out according to the Dallas Center Code of Zoning Ordinances as summarized below:**
- a. Neither the Weddles nor the Candle Lit Wedding Chapel shall become less restrictive in their use in the R-1 District, either in current "use" or if the property is conveyed to another owner.
 - b. The non-conforming use is only transferrable to a new owner if the continued use is exactly as the previously granted variance for non-conforming use.
 - c. If either the Weddle's or the Candle Lit Wedding Chapel's designated "non-conforming use" is abandoned for 1 year, the use shall revert permanently to the most restrictive R-1 District use designation of only single-family dwelling, church, school or library.

The "non-conforming use variance" shall be subject to Board of Adjustment renewal every 2 years, to consider any residential concerns that may arise. If any concerns are presented to the Board of Adjustment, these concerns shall be given due consideration by the Board with greater weight given to the "R-1 use imposed upon" by the "non-conforming use" and a remedy shall be sought that is fair to both parties and/or all neighbors. "Non-conforming use variance" renewal will be without charge.

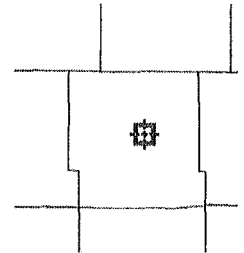
- 7. Except for special City events (i.e. Fall Festival, parades, etc.) "City right-of-way" parking on the west side of the Weddle property at 1607 Walnut St. and adjacent to the west side of the Weddle's property and on the east side of Percival Avenue shall by convention be useable for Weddle parking and Weddle guest parking; but City-right-of-way parking on the west side of Percival Avenue and adjacent to the east side of the property at 1701 Walnut St. shall not be utilized by the Weddles or guests of the Weddles for parking, but by convention shall be reserved for the residents at 1701 Walnut St. In addition, the City-right-of-way parking in front of the adjacent property to the north of the Weddles at 402 Percival Ave., shall not be utilized by the Weddles or guests of the Weddles for parking, but be reserved by convention for the residents of the adjacent property at 402 Percival Avenue.**

- 8. For civic events, like Rotary Club, which are held during the week (~52x/year) and during daytime hours, and for the most part, at times when children are in school, I will not complain about parking on Walnut St. or in Mound Park, even in the "No Parking Zones", as long as I, the adjacent property owner, am made aware, that those utilizing the parking are local residents attending civic events. Simply make me aware of when Rotary Club regularly meets and then inform me of any other civic events, which may occur on a non-regular schedule during the week.**
- 9. Council will appoint Julie Becker to fill the next vacancy on the Board of Adjustment.** As I have actually read, studied and understand the applicable City Code of Ordinances and Iowa Code; and with my record of City Council meeting attendance (near perfect), numerous Board meetings (Library, P&Z, Park & Rec and Tree Board) attendance, as well as actively running for Mayor and Council, there is really no justification needed for the merit in my being appointed over any other candidate to serve on this City Board. With regard to the Weddle's "variance of non-conforming use", as the adjacent property owner, if appointed, I will recuse myself from any vote on this issue as is appropriate.
- 10. Council will appoint Robert Haxton to fill the next vacancy on the Planning & Zoning Commission.** The only other citizen as actively involved in City government as myself, by attending Council meetings and running for office, is Robert Haxton. He has had his name submitted to be appointed to this board longer than any candidate and has been passed over 3 or 4 times, while other, less involved or qualified candidates have come and gone and been appointed. It would be an easy task to legitimately justify the merit of his appointment over any other candidate to this City Board.
- 11. From the State Fire Marshall, a maximum occupancy for each level of the 1607 Walnut St. residence will be ascertained, calculated from the space that will actually be utilized for hosting events.** Occupancy both with tables for seating and/or eating that may be set up for events and occupancy with just chairs. This information will be on file with the City of Dallas Center and will be provided to each adjacent property owner.
- 12. Regarding the Weddle's recently erected 6'10" ft fence. This fence does not conform to the City Code of Ordinances regarding the height of fences in front yard setbacks. For now, I reserve the right to seek relief for this fence at a later date if I deem it necessary.** To be honest, I currently am not sure how I feel about this somewhat obnoxious 6'10" barrier that was constructed as a "Berlin Wall" between adjacent properties, and that now obstructs the view from my front porch to wave to my friends sitting on their front porch down the street on a summer's evening. If all property

owners violated the esthetic frontline created by the front yard setback with a fence taller than 4 ft in their front yard setback, the visual created along the street would be extremely undesirable for a neighborhood. This is the purpose of fences over 4 ft not extending beyond the side of a home. Any competent P&Z Board realizes this neighborhood frontline esthetic. I am aware of this, as I was told by the City of Dallas Center, when I first moved in and installed my fence on my property, for the purpose of containing my dogs, that I could not install a 5 ft chain link fence that extended beyond my front yard setback.



Overview



Legend

- Parcels
- Road Centerlines
- City Limits

Parcel ID	1102140009	Alternate ID	n/a	Owner Address	WEDDLE, JEFFERY L & KARMEN K JTRS
Sec/Twp/Rng	2-79-27	Class	R		1607 WALNUT ST
Property Address	1607 WALNUT ST	Acreage	n/a		DALLAS CENTER, IA 50063
	DALLAS CENTER				
District	560000				
Brief Tax Description	W9' LOT 9 & ALL OF LOTS 10, 11 & 12 BLK 41				
	(Note: Not to be used on legal documents)				

Date created: 11/25/2020
 Last Data Uploaded: 11/24/2020 10:32:19 PM

Developed by  **Schneider**
 GEOSPATIAL

North HATE
 Block 40

Cindy Riesselman

From: Jim Nervig <
Sent: Monday, December 7, 2020 11:45 AM
To: Cindy Riesselman;
Subject: Notice of Hearing
Attachments: 20.12.7.NoticeOfHearing.pdf; 20.12.4.OrderForHearing.pdf; 20.12.3.Petition(filed).pdf;
20.12.3.ExhibitA-Decision(filed).pdf

Cindy, Ralph and Scott:

On December 3, I filed a Certiorari Petition asking for judicial review of the Board of Adjustment Decision in the Weddle case. The Judge has set a hearing for January 12, 2021. Attached are copies of a Notice of Hearing, together with the Petition and Exhibit A to the Petition.

Jim Nervig

Brick Gentry P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Phone:
Fax:
Email:

IN THE IOWA DISTRICT COURT FOR DALLAS COUNTY

JULIE BECKER,

Plaintiff,

v.

DALLAS CENTER BOARD OF
ADJUSTMENT,

Defendant.

CASE NO. CVCV042711

NOTICE OF HEARING

TO:

Cindy Riesselman, City Clerk of the City of Dallas Center, Iowa, and Secretary of the Dallas Center Board of Adjustment. Email: criesselman@dallascenter.com

Ralph Brown, City Attorney for the City of Dallas Center and Attorney for the Dallas Center Board of Adjustment.

Scott Hall, Attorney for Jeffrey L. Weddle and Karmen K. Weddle, the applicants for the variance that is the subject of this certiorari proceeding. _

PLEASE BE ON NOTICE THAT THE COURT HAS SET A HEARING ON JANUARY 12, 2021 AT 1:00 P.M. AT THE DALLAS COUNTY COURTHOUSE, 801 COURT ST., ADEL, IOWA 50003, AND THAT THE COURT HAS DIRECTED THAT THE HEARING WILL BE CONDUCTED BY VIDEO CONFERENCE BY WAY OF "GoToMeeting".

A copy of the Order for Hearing is attached. The Order contains the procedures to be utilized for parties to access the GoToMeeting website for the video conference.

The subject of the above entitled action is a Petition for Writ of Certiorari filed on December 3, 2020. A copy of the Petition is attached. The Petition included an Exhibit A consisting of a Decision by the Dallas Center Board of Adjustment that was filed on November 10, 2020, with regard to an application for a zoning exception by Jeffrey L. Weddle and Karmen K. Weddle. A copy of Exhibit A is attached.

In its Order for Hearing, the Court has scheduled the hearing "to determine the sufficiency of the Petition and what records or proceedings should be certified."

PLEASE TAKE NOTICE AND GOVERN YOURSELVES ACCORDINGLY.

Respectfully submitted,

BRICK GENTRY P.C.

By: /s/ James E. Nervig AT0005817
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266
Telephone:
Facsimile:
E-mail:

ATTORNEYS FOR PLAINTIFF
JULIE BECKER

CERTIFICATE OF SERVICE BY EMAIL

I certify that on December 7, 2020, I served a copy of the foregoing Notice of Hearing, together with copies of documents referenced therein, on the three persons referenced at the beginning of the Notice by sending the copies by email addressed to the persons' email addresses referenced at the beginning of the Notice.

/s/ James E. Nervig

IOWA DISTRICT COURT IN AND FOR DALLAS COUNTY

<p>JULIE BECKER Petitioner</p> <p>vs.</p> <p>DALLAS CENTER BOARD OF ADJUSTMENT Respondent</p>	<p>05251 CVCV042711</p> <p>ORDER FOR HEARING</p>
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The Petitioner has filed a Petition for issuance of a writ of certiorari. Pursuant to Rule 1.1406, the Court finds a hearing should be set, scheduled below, to determine the sufficiency of the Petition and what records or proceedings should be certified. Respondent shall be served with notice of the hearing not less than twenty (20) days prior to the hearing.

The hearing will be conducted by video conference, by way of "GoToMeeting".

The hearing is scheduled on a court service day and if more than 30 minutes will be required for the hearing the parties are directed to contact the Rural Case Coordinator (515-286-3859) to obtain a different hearing date.

Hearing is scheduled on 01/12/2021 at 1:00 PM at the Dallas County Courthouse, 801 Court Street, Adel, IA 50003.

If you need assistance to participate in court due to a disability, call the disability coordinator at (515) 286-3394 or information at <https://www.iowacourts.gov/for-the-public/ada/>. Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). **Disability coordinators cannot provide legal advice.**

5RCV01

If you need assistance to participate in court due to a disability, call the disability coordinator at (515) 286-3394 or information at <https://www.iowacourts.gov/for-the-public/ada/>. Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). **Disability coordinators cannot provide legal advice.**



State of Iowa Courts

Case Number
CVCV042711

Case Title
JULIE BECKER V. DALLAS CENTER BOARD OF
ADJUSTMENT
Type: OTHER ORDER

So Ordered

A handwritten signature in black ink, appearing to read "Brad McCall".

Brad McCall, District Court Judge,
Fifth Judicial District of Iowa

Electronically signed on 2020-12-04 08:23:25

IN THE IOWA DISTRICT COURT FOR DALLAS COUNTY

JULIE BECKER,

Plaintiff,

v.

DALLAS CENTER BOARD OF
ADJUSTMENT,

Defendant.

CASE NO. _____

PETITION FOR WRIT OF CERTIORARI

COMES NOW the Plaintiff, Julie Becker, and presents to the Court this Petition for Writ of Certiorari, and states as follows:

1. This Petition for Writ of Certiorari is presented to the Court pursuant to the provisions of Iowa Code section 414.15.

2. The subject of this appeal is a final Decision by the Defendant Dallas Center Board of Adjustment (hereinafter referred to as the "Board") to grant a request for an exception to the Zoning District regulations by the applicants Jeffrey L. Weddle and Karmen K. Weddle (hereinafter collectively referred to as the "Applicants"). A copy of the Board's written Decision is attached hereto as Exhibit A. The Decision was filed in the Office of the Dallas Center City Clerk on November 10, 2020.

3. The subject of the exception is property located at 1607 Walnut Street in the City of Dallas Center, owned by Jeffrey L. Weddle and Karmen K. Weddle (hereinafter referred to as the "Subject Property"). The Plaintiff, Julie Becker, lives at 1605 Walnut Street, immediately next door to the subject 1607 Walnut Street property.

4. The Weddle and Becker properties are located within an "R-1" Single-Family Residential District. The R-1 district regulations are contained in section 165.33.

5. The Board held a public hearing on November 9, 2020 for consideration of the Weddles' application for an exception. In the Notice of Public Hearing published by the City Clerk, it is stated that Jeffrey L. Weddle and Karmen K. Weddle have requested "that the Board of Adjustment permit an *exception* to the District regulations of the Dallas Center Zoning Code by granting to them a *special use permit* to utilize their home at 1607 Walnut Street in Dallas Center for small gatherings for religious and celebratory functions, which uses may be for a fee which will generate income to the owners." [emphasis added]

6. After the November 9 public hearing, the Board filed its November 10, 2020 written Decision granting the Weddles' request for a special use permit.

7. The effect of the Board's Decision was to authorize *a commercial community center* by a special use permit. The Board legally did not have jurisdiction to grant the special use permit.

8. The R-1 district regulations of section 165.33 allow single-family dwellings, but do not allow commercial uses. Commercial community centers arguably would be allowed as a use similar to ballrooms, dance halls, motels and night clubs under the "C-2" Highway/Auto-Oriented Business District regulations. Since the proposed community center use is not permitted in the R-1 district, the only legal basis for authorizing such use would be through administrative action by the Board of Adjustment. But to grant such administrative relief, the Board must be granted appropriate jurisdiction and discretionary authority under other provisions of the Iowa Code and the Zoning Ordinance.

9. City zoning boards of adjustment are created and exercise authority under Iowa Code chapter 414. Iowa Code section 414.12(2) grants jurisdiction and authority to city boards of adjustment to grant special exceptions to zoning regulations, which encompasses special use

permits. In *Depue v. City of Clinton*, 160 N.W.2d 860, 862 (Iowa 1968), the Iowa Supreme Court conclusively held (a) that the use of the term “special exceptions” includes “special uses,” (b) that the board of adjustment has “exclusive jurisdiction” to grant special use permits, and (c) that any ordinance granting the city council authority to grant special use permits is invalid and any action by the city council likewise is invalid.

10. The jurisdiction and authority of the Board to grant a special use permit must be specifically conferred under the terms of the Dallas Center Zoning Ordinance. ***There is no provision of the Zoning Ordinance that purports to confer any authority to grant a special use permit to authorize a commercial community center in an R-1 district.***

11. Section 165.13 provides for the establishment of the Dallas Center Board of Adjustment. Section 165.13(4)(C) provides that the Board has the power:

To permit exceptions to the District regulations set forth in this chapter, provided all exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of the adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety, and shall not diminish or impair established property values in surrounding areas.

12. Section 165.13(4)(C) does not confer any jurisdiction or authority to grant special exceptions beyond what was already granted by the Iowa Legislature to all boards of adjustment in the state by Iowa Code section 414.12(2), which provides that all boards of adjustment have the power to “hear and decide special exceptions to the terms of the ordinance upon which such board is required to pass under the ordinance.”

13. In the present case, the specific terms of the Zoning Ordinance clearly do not grant jurisdiction and authority for the Board of Adjustment to grant a special use permit for a commercial community center in an R-1 district.

14. The term “Special permit” is defined in subsection 98 of the Definitions section at the beginning of the Zoning Ordinance as follows:

“Special permit” means the authorization of a zoning certificate for an unclassified or special use of a lot by the Council following a review of the application for use, by the Commission. *A special permit may be issued only for those uses listed under the “Unclassified and Special Uses” in this chapter.* (emphasis added)

15. The reference to “ ‘Special Uses’ in this chapter” is to “Special Uses” section 165.40. In its initial paragraph, section 165.40 specifically provides that “*a special use permit may not be granted for a use in a District from which it is specifically excluded by the provisions of this chapter.*” (emphasis added) Subsection 1 of section 165.40 provides a specific listing of those uses “declared a ‘special use’ and upon the issuance of a special use permit such special uses may be authorized in any District in addition to those Districts in which special uses are specifically authorized.” The special uses identified in subsection 1 as being within the scope of the Board’s authority to grant special use permits do *not* include commercial community center.

16. Since, under section 165.40(1), a commercial community center is not one of the specified special uses for which the board may has general authority to grant a special use permit in any district of the City, the only jurisdiction and authority that the Board might have to grant a special use permit in the subject R-1 district would be if the specific terms of R-1 district regulations granted the Board jurisdiction and authority to grant a special use permit for a commercial community center.

17. Careful review of the R-1 regulations of section 165.33 establishes that nothing in those regulations can be construed to grant the Board such jurisdiction and authority.

18. One does not need to speculate very far to understand the legislative intent of the Dallas Center City Council when it made its decision not to give the Board of Adjustment the jurisdiction and discretionary authority to grant permits to allow commercial community centers to be located in the single-family residential neighborhoods protected by R-1 district regulations. Commercial uses have no place in single-family residential neighborhoods. That is why the City Council enacted a comprehensive Zoning Ordinance that provides commercially zoned districts where commercial uses may be compatibly located in harmony with other commercial uses.

19. Precedent is always of extreme importance when zoning authorities make decisions to allow incompatible uses in close proximity with fundamentally different uses. In this case, if the Board was to authorize a commercial community center at 1607 Walnut Street, the precedent would be established for commercial community centers to be legally authorized anywhere else in the R-1 districts through the City of Dallas Center.

20. Clearly, the Board did not have the jurisdiction to grant the requested special use permit in this case. However, even if the Court was to determine that the Board had the jurisdiction to grant a special use permit, section 165.13(4)(C) of the Zoning Ordinance mandates that the Board had no authority to grant the permit unless the record before the Board established that the Applicants had carried their burden of proof to establish that the proposed commercial community center would by its

design, construction and operation adequately safeguard the health, safety and welfare of the occupants of the adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety, and shall not diminish or impair established property values in surrounding areas.

21. The written Decision fails to set forth findings of fact that support the conclusion that the proposed commercial community center would satisfy any of the strict standards of

section 165.13(4)(C). Accordingly, the Decision by the Board to grant the special use permit was illegal under Iowa law.

22. Iowa Code section 414.15 authorizes the Plaintiff to present this Petition to the Court specifying the grounds of the illegality of the Board's Decision.

23. Pursuant to Iowa Code section 414.16 and Iowa R. Civ. P. 1.1404, the Plaintiff is entitled to an order from the Court for issuance of a writ of certiorari by the Clerk of Court prescribing the time within which a return to the writ must be made and served upon the Court, which shall not be less than ten days and may be extended by the Court.

24. Pursuant to Iowa Code section 414.17 and Iowa R. Civ. P. 1.1404, upon issuance of the writ of certiorari, the Board shall be required to return certified or sworn copies of the original papers acted upon by the Board; and the return is required to concisely describe with reasonable certainty such other facts as may be pertinent and material to show the grounds of the decision appealed from, and to be verified.

25. Pursuant to Iowa R. Civ. P. 1.1407, the Clerk is required to deliver the writ to the sheriff or deputy sheriff, with directions to serve the appropriate Board representative.

26. For verification, the undersigned certifies under penalty of perjury and pursuant to the laws of the state of Iowa that the preceding is true and correct.

WHEREFORE, the Plaintiff Julie Becker, in relation to her appeal of the final decision identified above, hereby petitions the Court for an order directing the issuance of a writ of certiorari by the Clerk of Court prescribing the time within which a return to the writ must be made and served by the Defendant Dallas Center Board of Adjustment, which shall not be less than ten days and may be extended by the Court. The Plaintiff asks that the order further direct that, upon issuance of the writ of certiorari, the Board shall be required to return certified or

sworn copies of the original papers acted upon by the Board; and that the return is required to concisely describe with reasonable certainty such other facts as may be pertinent and material to show the grounds of the decision appealed from, and to be verified. The Plaintiff further asks that the order direct the Clerk to deliver the writ to the sheriff or deputy sheriff, with directions to serve the appropriate Board representative, and to make return of service to the Clerk.

Respectfully submitted,

BRICK GENTRY P.C.

By: /s/ James E. Nervig AT0005817
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266
Telephone:
Facsimile:
E-mail:

ATTORNEYS FOR PLAINTIFF
JULIE BECKER

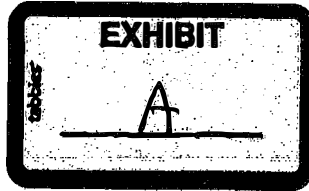
VERIFICATION

STATE OF IOWA, COUNTY OF DALLAS

Now, on this 3rd day of December, 2020, Julie Becker states and verifies that she is the Plaintiff, that she has read the record in the Board of Adjustment proceedings that are the subject of this appeal, that she is fully informed about the facts of this case, and that the statements set forth in the foregoing Petition are true and correct to the best of her knowledge and understanding.

For verification, the undersigned certifies under penalty of perjury and pursuant to the laws of the state of Iowa that the preceding is true and correct.

/s/ Julie Becker



BEFORE THE DALLAS CENTER BOARD OF ADJUSTMENT

IN THE MATTER OF THE REQUEST :
FOR AN EXCEPTION TO THE :
DISTRICT ZONING REGULATIONS :
BY :
 : **DECISION**
JEFFREY L. WEDDLE and :
KARMEN K. WEDDLE :

BACKGROUND RECITALS:

1. Iowa Code Section 414.7 states that the City Council shall provide for the appointment of a board of adjustment and shall provide that the board of adjustment may in appropriate cases and subject to appropriate conditions and safeguards make special exceptions to the terms of the zoning ordinances in harmony with its general purpose and intent.

2. Section 165.13(1) of the Code of Ordinances of the City of Dallas Center, as amended, establishes a Board of Adjustment (the "Board") of five members, each appointed for a term of five years.

3. Section 165.13(4)(C) of the Code of Ordinances of the City of Dallas Center, as amended, states that the Board shall have the power, and it shall be its duty to "permit exceptions to the District regulations set forth in this chapter, provided all exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety, and shall not diminish or impair established property values in surrounding areas".

4. On October 15, 2020, Jeffrey L. Weddle and Karmen K. Weddle (the "Weddles") submitted to the Board a request (a copy of which is attached as Exhibit "A") that the Board permit an exception to the Zoning District regulations for the residence that they own at 1607 Walnut Street in Dallas Center, which is located in the R-1 Zoning District and legally described as:

The West 9 feet of Lot 9, and all of Lots 10, 11, and 12 in Block 41 of the Original Town of Dallas Center, Dallas County, Iowa.

5. The Weddles have requested an exception to the Zoning District regulations to permit them to utilize their home, which originally was constructed and utilized as a church, for small gatherings for religious and celebratory functions such as prayer meetings, Bible study groups, church meetings, celebrations, weddings, renewal of wedding vows, wedding receptions, bridal and baby showers, and family events; as well as community meetings, book clubs, special

holiday events, anniversary, birthday, and reunion celebrations, and similar events. The Weddles state that such uses may be for a fee, which will generate income to the owners.

6. Included with the request was a copy of a property information page from the website of the Dallas County Assessor, which includes a photograph of the Weddles' home, together with a schematic drawing of the Weddles' property at the intersection of Walnut and Percival Streets depicting property lines.

7. The Weddles paid a filing fee of \$50 to the City under the schedule of fees established by Section 165.14(3) of the Code of Ordinances.

8. A Notice of Public of Hearing (a copy of which is attached as Exhibit "B") before the Board on the request of the Weddles was published in the Dallas County News on October 29, 2020.

9. Acknowledging the Governor's updated Proclamation of Disaster Emergency issued October 16, 2020, and due to public health concerns and guidance, in accordance with Iowa Code Sections 21.4(1)(b) and 21.8 the Public Hearing and meeting of Board was conducted by Zoom meeting or telephonically.

10. On October 30, 2020, the Weddles submitted to the Board additional information regarding their property and their request and included four photographs of the interior of their home (a copy of which is attached as Exhibit "C").

11. On November 6, 2020, Jeffrey and Karmen Weddle, through their attorney Scott Hall, submitted to the Board proposed Findings of Fact and a proposed Decision.

12. On November 9, 2020, Julie Becker, through her attorney James E. Nervig, submitted to the Board a Resistance to Request for Exception.

13. The Board met, pursuant to published Notice at 7 o'clock p.m. on November 9, 2020, and was called to order by Chair Gary Park. Board members present were Sandy Gannon, Todd Lawton, Eliza Johnson, Todd Lawton, and Bret Van De Pol.

14. The Board conducted the Public Hearing, heard comments by the applicants Jeffrey and Karmen Weddle and their attorney Scott Hall; by Julie Becker and her attorney James E. Nervig; and by Robert Haxton, Randi Boelkes, Megan Dickinson, and Robert King. The Board then considered the request of the applicants.

13. The Board then made the following

FINDINGS OF FACT

A. The residence owned and occupied by the Weddles as their residence at 1607 Walnut Street originally was constructed in 1913 as the First Presbyterian Church and was utilized

as a church until it was sold in 1997 and converted into a residence. The Weddles purchased the property in April of 2020.

B. The structure is located on a corner lot (consisting of the West 9 feet of Lot 9, and Lots 10, 11, and 12 in Block 41), bounded by Walnut Street on the South and Percival Street on the West. The County Assessor's records list the lot dimensions as 75 feet by 132 feet. A residence is located east of the Weddles' property, and a residence is located north of the Weddles' property.

C. The original church structure has dimensions of 54 feet by 65 feet and was constructed of dark red and buff vitrified brick. The entire residence contains approximately 8,300 square feet; the main floor (the former sanctuary) contains approximately 1,955 square feet; and the basement space (the former fellowship hall) contains approximately 2,142 square feet of space.

D. The Weddles have submitted photographs of the main level and the basement level of their home that depict the wide, open space of both floors. Sufficient space is available for the small gatherings proposed by the Weddles.

E. The brick/masonry walls are sixteen inches thick (approximately three times the thickness of the walls of most homes) which will retain sound within the structure.

F. When utilized as a church, the First Presbyterian Church did not have any off-street parking, other than the parking available at the present time on the west side of the Weddles' home. The United Methodist Church currently serves its church community, is located approximately one block from the Weddles' home and has no off-street parking.

G. For more than eighty years between 1913 and 1997 the First Presbyterian Church located at 1607 Walnut Street held regular church services, other church events, and regularly hosted gatherings in the church and in its fellowship hall. There is no evidence that the church activities of the First Presbyterian Church, or the current activities of the United Methodist Church, unduly increased or increase the congestion in the public streets.

H. The Weddles have requested an Exception to the Zoning District regulations for uses that are generally consistent with the functions and activities at the First Presbyterian Church until it was sold in 1997.

I. There are no entrances or exits from the structure on the east side of the structure. On the south side of the structure there is an entrance at the southwest corner (the original front steps into the church building) and an entrance at the southeast corner (an entrance to the original fellowship hall). The Weddles have constructed a screen fence at the entrance on the southeast corner of the structure screening that entrance from the property adjacent to the east.

J. The schematic drawing of the property provided by the Weddles shows off-street parking available on the west side of the residence, as well as on-street public parking on the north side of Walnut Street. Other parking is available in the vicinity of the Weddles' property.

K. By its design, construction and operation the Weddles' requested Exception will adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety, and shall not diminish or impair established property values in surrounding areas.

L. The Weddles request an Exception for the reason that they may charge a fee to persons who might utilize their home for the described small gatherings, which fee would generate income to the Weddles. In the absence of charging a fee, the proposed use for small gatherings would be a permitted use in the R-1 Zoning District, since the Zoning Code does not regulate the number of guests a homeowner may invite into their home.

M. The requested uses (involving the charging of a fee) in a personal residence possess characteristics of such unique and special form as to make impractical their being included automatically in any classes of use set forth in the various Districts established in the Dallas Center Zoning Code, and are appropriate for the issuance of a special exception to the Zoning District regulations. These requested uses are in harmony with the general purpose and intent of the Zoning Code.

Accordingly, the Board makes the following

DECISION

It is the Decision of the Board of Adjustment of the City of Dallas Center, Iowa, that an Exception to the Zoning District Regulations set forth in Chapter 165 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is granted to Jeffrey L. Weddle and Karmen K. Weddle for the following purposes, and under the following terms, conditions, and safeguards:

The personal residence owned and occupied by Jeffrey L. and Karmen K. Weddle, at 1607 Walnut Street in Dallas Center, Iowa, located in the R-1 Zoning District, which originally was constructed in 1913 and utilized as a church, may be utilized by the owners for small gatherings for religious and celebratory functions such as: prayer meetings, Bible study groups, church meetings, celebrations, weddings, renewal of wedding vows, wedding receptions, bridal and baby showers, and family events; as well as community meetings, book clubs, special holiday events, anniversary, birthday, and reunion celebrations, and similar events. Such uses may be for a fee, which will generate income to the owners.

The gathering and seating of guests in the owners' residence will be restricted to the former church sanctuary on the main floor and to the former fellowship hall in the basement. Occupancy may not exceed any regulations or directions of the State Fire Marshall. Any report of the State Fire Marshall shall be filed with the City Clerk.

Food must be catered in, as the preparation of food on the premises will not be permitted. The owners must comply with all state and local laws and regulations concerning the serving and consumption of wine, beer, and alcohol, as well as all related insurance requirements.

The residence may be utilized for the exception granted herein on Monday through Sunday from 8 o'clock a.m. to 10 o'clock p.m. Decorating, set-up, and clean-up may occur outside these hours.

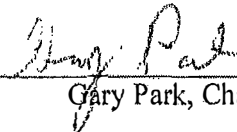
Excessive noise will not be permitted. Nearby streets may not be blocked by parked vehicles. Indoor and outdoor lighting for the property will be restricted to that which is customary for residential lighting, and as may be required by any building and electrical codes, etc.

All uses of the residence under this Exception must be supervised by the owners, or by agents of the owners. The owners must explain the limited uses allowed under this Exception to each party requesting the use of the residence. Those parties using the residence must understand that their use shall be without disruption to the surrounding neighborhood.

This Exception is granted only to Jeffrey L. and Karmen K. Weddle. Upon the transfer of the real estate involved from either or both of them, this Exception shall automatically terminate.

This Exception shall be in effect from the date of this Decision and shall continue through December 31, 2022. The Board of Adjustment shall, prior to November 1, 2022, review the Exception and make such amendments or modifications to the Exception as it deems appropriate. No further Public Hearing will be required with such review, and no additional fee will be required to be paid to the City. The Board of Adjustment may revoke this Exception if it determines that the terms, conditions, and safeguards have not been complied with.

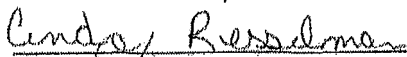
This Decision is made by the Board on the 9th day of November, 2020, by a recorded roll call vote of five (5) in favor and none opposed.



Gary Park, Chair

ATTACHMENTS:
Exhibits A, B, and C

FILED IN THE OFFICE OF THE
DALLAS CENTER CITY CLERK
ON THE 10th DAY OF NOVEMBER, 2020
AT 3:00 p.m.



Cindy Riesselman, City Clerk

Exhibit A

**JEFF AND KARMEN WEDDLE
1607 Walnut Street
Dallas Center, Iowa 50063**

October 15, 2020

Board of Adjustment
Dallas Center City Hall
1502 Walnut Street
Dallas Center, Iowa 50063

Dear Board Members:

Earlier this year we purchased the old Presbyterian Church at 1607 Walnut Street in Dallas Center for our family's home. A prior owner remodeled the church into a large, beautiful home. We have lived in Dallas Center for 15 years and are glad to consider our community as our home.

Last month we asked the City to issue a special use permit to us so that we could utilize our home for small gatherings for religious and celebratory functions, on the premise that these uses may be for a fee that would generate income to us.

Section 165.40 of the City's Code states that certain uses possess characteristics of such unique and special form as to make impractical their being included automatically in any classes of use as set forth in the various Zoning Districts established by the City's Zoning Code. Such uses are subject to certain conditions and standards set forth in Section 165.40 of the Code of Ordinances, and the authority for the location of these uses are subject to review by the Plan and Zoning Commission and the issuance of a special use permit by the City Council.

We presented our request to the Plan and Zoning Commission on September 22nd which recommended that the Council approve our request. On October 13th, the Council approved the Special Use Permit, a copy of which is enclosed.

One of our neighbors opposed the Permit, and she told the City Council that she planned to appeal the Council's action granting the Permit to the Board of Adjustment. In the event there is any question about the Council's issuing the Permit, we request that the Board of Adjustment to also issue the Permit to us under the authority of the Board of Adjustment.

One of the powers granted to the Board of Adjustment is "to permit exceptions to the District regulations" set out in the Zoning Code. Such exceptions shall by "their design, construction, and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of

Board of Adjustment

Page Two

light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety, and shall not diminish or impair established property values in surrounding areas".

We will be happy to discuss our plans for our home in greater detail at the Board's next meeting. In the meantime, we enclose a drawing showing the location of our home in relation to the adjacent streets and Mound Park, which might be called a "site plan".

As you may know, the Candle Lit Chapel is located adjacent to Mound Park and has had a Special Use Permit since 1997 to hold events in that former church, which now is a residence.

We believe the small groups who may wish to gather in our home will not impair the neighborhood, and that our planned uses will meet the requirements for permitted "exceptions". Several people in our community contacted the City Council in support of our request, and copies of those messages also are enclosed.

We look forward to meeting with you and discussing our plans in greater detail.

Sincerely,

Jeffrey L. Weddle

Karmen K. Weddle



Summary

Parcel ID 1102140009
 Alternate ID
 Property Address 1607 WALNUT ST
 DALLAS CENTER
 Sec/Twp/Rng 2-79-27
 Brief Tax Description W9 LOT 9 & ALL OF LOTS 10, 11 & 12 BLK 41
 (Note: Not to be used on legal documents)
 Dead Book/Page 2020-6249 (4/6/2020)
 Contract Book/Page
 Gross Acres 0.00
 Net Acres 0.00
 Adjusted CSR Pts 0
 Class R - Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
 District 560000 - 560000 DALLAS CENTER CITY/DCG SCH
 School District DALLAS CENTER GRIMES CSD



Owner

Deed Holder
 WEDDLE, JEFFERY L & KARMEN K JTRS
 1607 WALNUT ST
 DALLAS CENTER IA 50063

Contract Holder

Mailing Address
 WEDDLE, JEFFERY L & KARMEN K JTR
 1607 WALNUT ST
 DALLAS CENTER IA 50063

Land

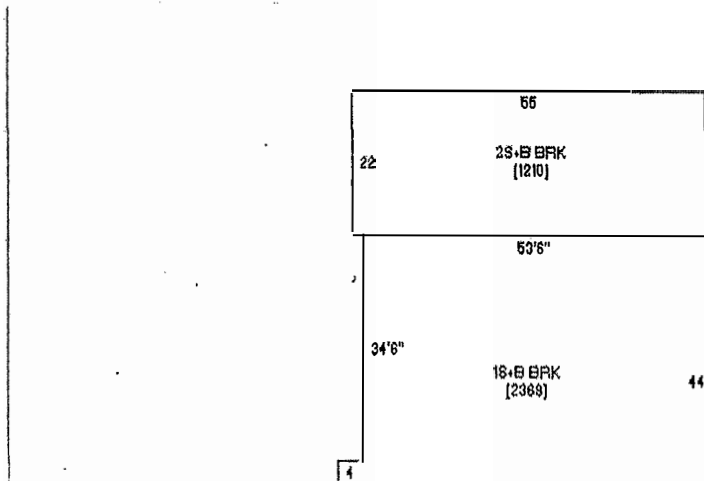
Lot Dimensions Regular Lot: 75.00 x 132.00
 Lot Area 0.23 Acres; 9,900 SF

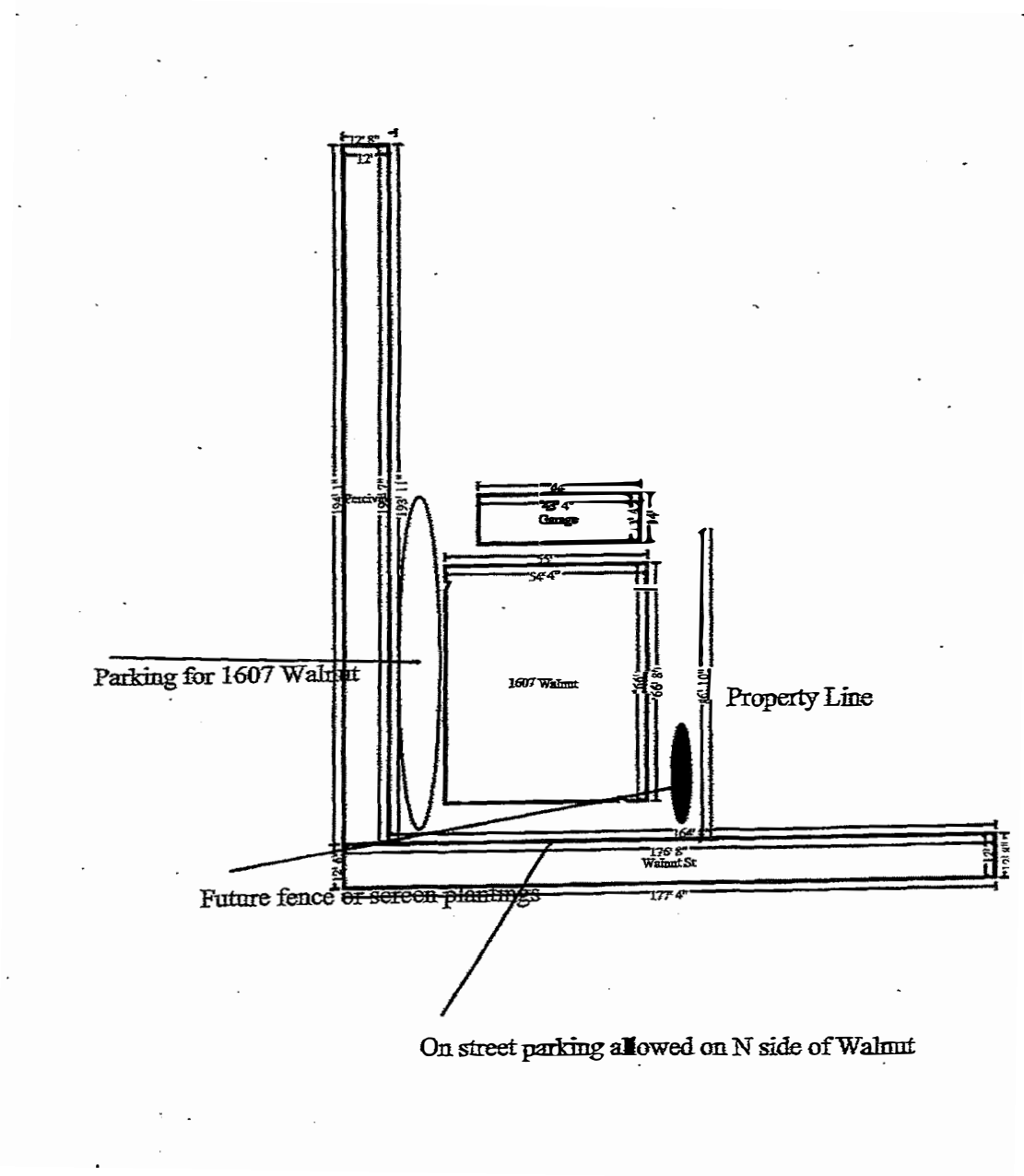
Residential Dwellings

Residential Dwelling
 Occupancy Single-Family / Owner Occupied
 Style 1.5 Story Brick
 Architectural Style Other
 Year Built 1913
 Exterior Material Brick
 Total Gross Living Area 4,789 SF
 Attic Type None;
 Number of Bedrooms 4 above; 2 below
 Basement Area Type Full
 Basement Area 3,579
 Basement Finished Area 3,579 - Living Qtrs. (Multi)
 Plumbing 2 Full Bathroom; 1 Half Bathroom; 5 Double Vanity; 1 Sink; 1 Shower Stall Bathroom; 1 Whirlpool Tub;
 Central Air Yes
 Heat FHA - Gas
 Fireplaces 1 Masonry; 1 Prefab;
 Porches
 Decks
 Additions 2 Story Frame (1,210 SF) (1,210 Bsmt SF);
 Garages 560 SF (14F W x 40F L) - Det Frame (Bult 2004);

Sketch by www.a

Sketches





Parking for 1607 Walnut

1607 Walnut

Property Line

Future fence or screen plantings

On street parking allowed on N side of Walnut



Main Level

Exhibit B

#1372275

**NOTICE OF PUBLIC HEARING
BEFORE DALLAS CENTER
BOARD OF ADJUSTMENT**

The Dallas Center Board of Adjustment will hold a public hearing at 7 o'clock p.m. on Monday, November 9, 2020, in the City Hall at 1502 Walnut Street in Dallas Center, Iowa, on a request by Jeffrey L. and Karmen K. Weddle that the Board of Adjustment permit an exception to the District regulations of the Dallas Center zoning code by granting to them a special use permit to utilize their home at 1607 Walnut Street in Dallas Center for small gatherings for religious and celebratory functions which uses may be for a fee which will generate income to the owners.

Due to public health concerns and guidance in accordance with Iowa Code Sections 214.0(b) and 21.9, this meeting of the Dallas Center Board of Adjustment will be conducted by Zoom meeting or telephonically, as holding the meeting in person may be impossible or impractical.

The public may access the meeting by Zoom meeting or telephonically in the manner specified below. To join this meeting by the Zoom meeting or teleconference access:

Internet access:
<https://us02web.zoom.us/j/8838838661>
Telephone access: (319) 620-6799
Meeting ID: 883 8831 8661

Interested persons may appear by Zoom and be heard at the aforesaid date and time. A copy of the application for special use permits on file in the office of the Dallas Center City Clerk for review during usual business hours.

Cindy Rieselman
Dallas Center City Clerk

Published in the Dallas County News on October 25, 2020 (11)

Exhibit C

To: Dallas Center Board of Adjustment,

In the book *The First Presbyterian Church 1869-1969*, some history is shared about the building that still stands at 1607 Walnut Street

"The building stood 54' x 65', with a full basement, including Sunday school rooms, a fellowship hall and kitchen. It was constructed of dark red and buff vitrified brick, with a seating capacity of about 500."

"Friday, February 13, 1914, one hundred attended a banquet in the church basement."

"In 1913, the youth group and guests were granted use of the church basement on Saturday nights for recreation."

"The Guild (Women's Group) Working Group sponsored dinners and other money making activities to raise money for local projects, especially upkeep of the manse."

We purchased the Presbyterian Church, as the fourth personal caretakers, of this historical building, in April of 2020.

Following the path of other successful community supporters such as the Wedding Chapel, we applied for a Special use permit from Plan and Zoning and Dallas Center City Council. This permit was approved by the Dallas Center City Council. We would like now to ask that the same permit be approved through the Board of Adjustment as an exception to the district regulations.

Just like the Wedding Chapel we live in the home. We have not altered and will be using the original floor plan, entrances and exits and lighting that the church has used since the remodel in 1947. Parking will continue to be in approved areas only, the same as the 84 yrs. that the building was used for church related activities. There always was sufficient parking for all church related activities.

The entire home contains approx. 8300 square feet. The main floor (the former sanctuary) contains approximately 1955 square feet of space; and the basement space (the former fellowship hall) contains approximately 2142 square feet of space. The brick/masonry walls are 16 inches thick, about 3 times the thickness of most homes. Sound will not permeate these walls. We are constructing a screen fence at the south entrance on the southeast corner of our home.

The extraordinary design and construction of the structure (as well as the operation of our proposed uses) will safeguard the health, safety, and welfare of the occupants of adjoining and surrounding property. It will not increase congestion in the street. Please keep in mind the United Methodist Church is located about 1 block from our home, it has no off-street parking, and members of the Church often park along Walnut Street. There will not be any increased danger of fire and safety, and the proposed use of our home will not diminish or impair the established property values in the area around our home.

Our intent is to host non-profits, local community groups, family gatherings (such as Christmas gatherings and reunions), bridal and baby showers and business groups. Like the Presbyterian Working Group mentioned above, we plan on using the majority of the funds raised to "upkeep the manse". The impact on the neighborhood and community would be no greater than the impact of the large community church that was housed here for 84 yrs.

We have spoken and gathered support from neighbors of ours and others surrounding the Wedding Chapel, which have been granted similar special use permits. The overwhelming majority is in support of our efforts and is excited to bring more interactions between visitors and guests to the people and city of Dallas Center.

We have been contacted by The Brenton Arboretum; have spoken to several downtown businesses, local citizens and many community leaders who are interested in and in support of our efforts. We personally have been active with the Dallas Center United Methodist Church for 20 years and have partnered with the other churches in ecumenical events. We serve or have served on dozens of non-profits. Jeff serves currently on the Dallas Center Development Committee and Dallas Center Volunteer Fire Department. Karmen has helped to raise funds for local non-profits for over two decades through her membership in Beta Sigma Phi.

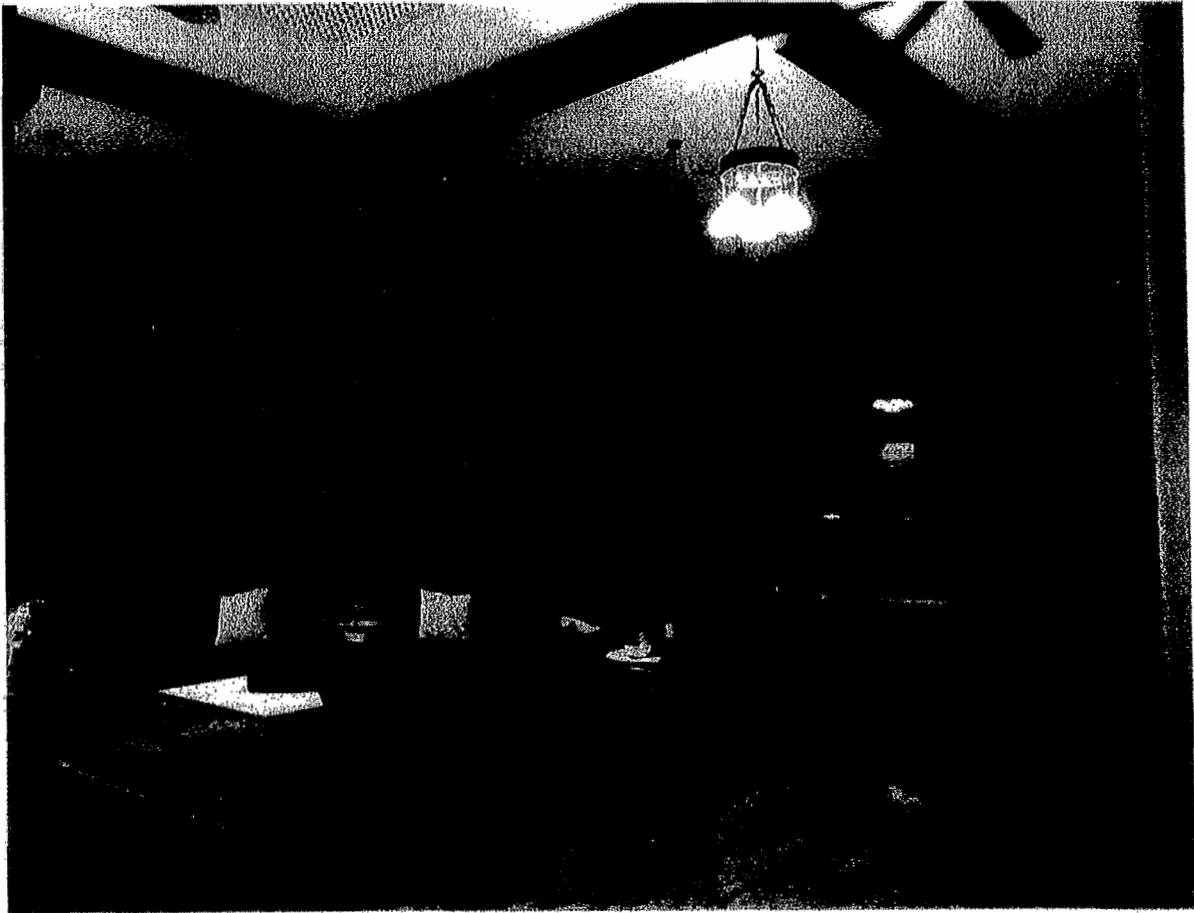
Pending this last approval, we have been contacted by a West Des Moines church to host their Christmas Celebration for 20 people, a local bride for a bridal shower whose family will be coming in from Western Iowa, a class reunion for the DC Class of 1950 and a local family to have space for their Christmas celebration.

These are people to whom we can show hospitality, and to whom we can refer to our great businesses and encourage to come back and live and play in Dallas Center.

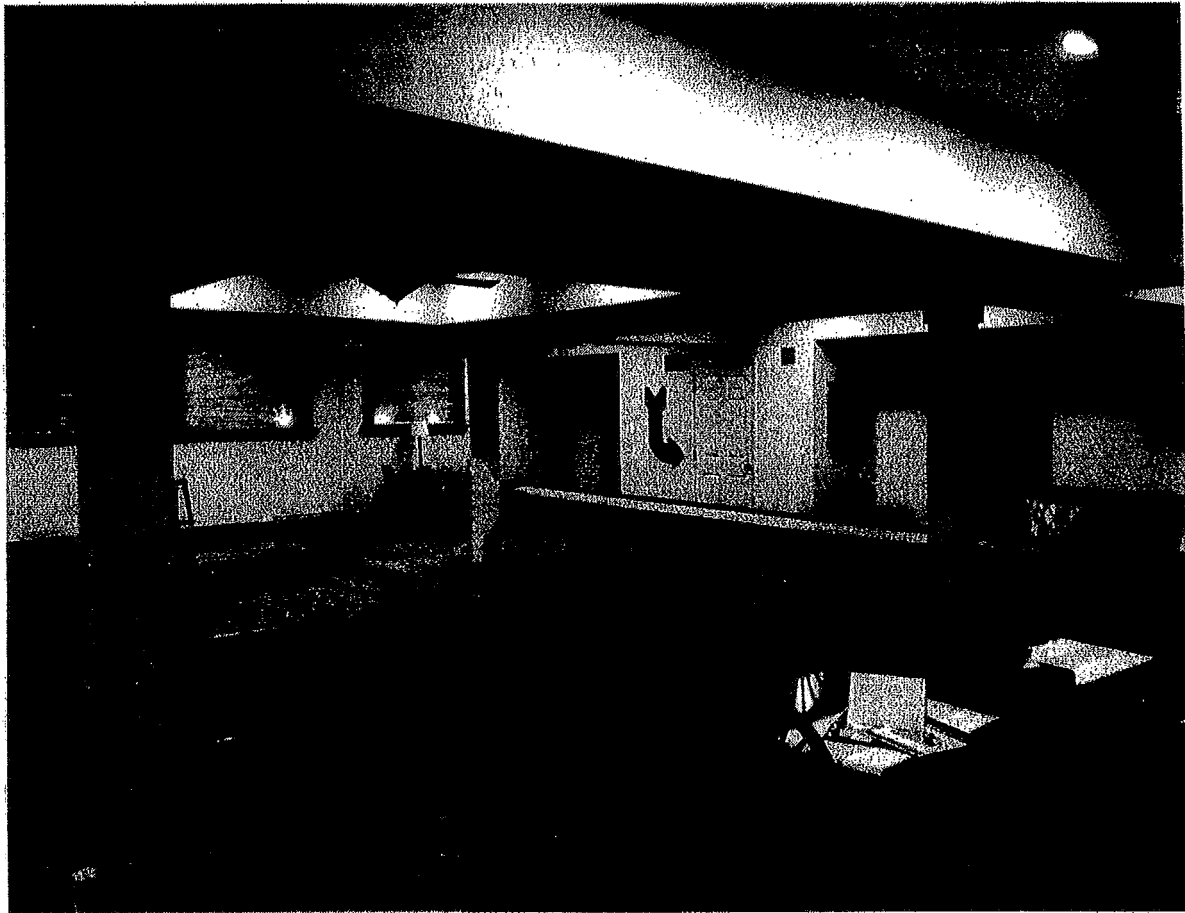
This is our family's home. Our proposed uses involve inviting people into our home (many of whom will be residents of the Dallas Center Community) for the small gatherings we have described in our request. We will be present in our home when these gatherings are held and our guests will treat or home accordingly.

We have included some photos of the main level and the basement level so that it is easier to visualize the dimensions. We invite you to come and tour the church, meet our family and ask questions. Thank you for your consideration.

Jeff and Karmen Weddle
1607 Walnut Street
Dallas Center Iowa
October 29th 2020









P&Z Report – November 24, 2020

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

Dear Mr. Mayor and Members of the Council:

The Dallas Center Plan & Zoning Commission met via Zoom meeting on Tuesday, November 24, 2020 with the following members participating in the call: Abby Anderson, Kari Boscaljon, Thomas Strutt, Daniel Willrich and Matt Ostanik. Also participating were City Attorney Ralph Brown, City Engineer Bob Veenstra, City Councilwoman Amy Strutt and community members Julie Becker and Bob Haxton.

Discussion of Code of Ordinances 165.41(5) Relating to Off-Street Parking

The Commission discussed the City's current off-street parking requirements as requested by City Council. The Commission Chair reviewed off-street parking requirements for eight or nine other neighboring cities for comparison. Dallas Center's requirements are very similar to our neighbors. Nearly all nearby cities also require off-street parking to be on concrete or asphalt.

The Commission feels that Dallas Center's requirements are reasonable and in line with other cities. We do not see a reason to change them. However, the Commission did discuss opportunities to clarify the language in the ordinance without changing the meaning of it. After discussion, Daniel Willrich moved and Thomas Strutt seconded to recommend that City Council amend ordinance 165.41.(5) as follows:

Surfacing Requirements. All off-street parking and loading areas and access roadways shall ~~be have a durable and dustless surface~~ paved with asphaltic or portland cement concrete pavement. Off-street parking, except in the "C-1" Traditional Central Business District, of automobiles, vans, campers, trucks, trailers, tractors, recreational vehicles, boats, construction equipment, and any other motor vehicle equipped for street and highway travel ~~in the front yard between the building and public (or private) street right-of-way~~ shall be on an asphaltic or portland cement concrete paved parking area *that extends the entire length of the vehicle. Such off-street parking shall only be permitted between the building and the public (or private) street right of way.* Driveways for individual single-family detached or attached townhouse style residences on private property shall be asphaltic concrete or portland cement concrete, and shall connect to the public (or private) street. The Council may waive or modify to a lesser requirement any

provision or requirement contained in this subsection with respect to any new subdivision platted in an “E” District, after review by the Plan and Zoning Commission and provided such change adequately safeguards the general public and the surrounding property.

The motion was approved 5-0.

Additional Updates

Brief updates were verbally shared on three additional topics:

- P&Z’s proposal to update the City’s Comprehensive Plan was presented to City Council. Feedback from Council members was positive. The City’s budget will be finalized in March.
- The Iowa Legislature has passed legislation that prevents cities from prohibiting or limiting Airbnb and short-term rentals.
- Due to an Iowa Supreme Court ruling, all future Special Use Permit applications will be considered by the Board of Adjustment. P&Z will no longer have any involvement with Special Use Permits.

Respectfully submitted,
Matt Ostanik
P&Z Commission Chair

ORDINANCE NO. 549

AN ORDINANCE AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, (ZONING CODE) TO MODIFY SECTION 165.41(5) RELATING TO OFF-STREET PARKING AND SURFACING REQUIREMENTS

WHEREAS, the City Council of the City of Dallas Center conducted a public hearing at 7 p.m. on January 12, 2021, on a proposed amendment to Section 165.41(5) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, with respect to Off-Street Parking and Surfacing Requirements.

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

SECTION 1. Section 165.41(5) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended to read as follows:

5. Surfacing Requirements. All off-street parking and loading areas and access roadways shall be paved with asphaltic or portland cement concrete pavement. Off-street parking, except in the "C-1" Traditional Central Business District, of automobiles, vans, campers, trucks, trailers, tractors, recreational vehicles, boats, construction equipment, and any other motor vehicle equipped for street and highway travel shall be on an asphaltic or portland cement concrete paved parking area that extends the entire length of the vehicle. Such off-street parking shall only be permitted between the building and the public (or private) street right-of-way. Driveways for individual single-family detached or attached townhouse style residences on private property shall be asphaltic concrete or portland cement concrete, and shall connect to the public (or private) street. The Council may waive or modify to a lesser requirement any provision or requirement contained in this subsection with respect to any new subdivision platted in an "E" District, after review by the Plan and Zoning Commission and provided such change adequately safeguards the general public and the surrounding property.

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

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

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

Passed by the City Council on the 12th day of January, 2021, and approved the 12th day of January, 2021.

Michael A. Kidd, Mayor

ATTEST:

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

December 2, 2020

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

DALLAS CENTER PUBLIC LIBRARY – PHASE 2
Pay Applications – Dallas Center City Council Meeting December 8 2020

For the Dallas Center City Council Meeting to be held December 8, 2020 we submit the following invoices and pay applications for the Dallas Center Library project for consideration by the Council:

- Pay Application #003 for AMC Mechanical in the amount of \$97,492.61. This is for ductwork and HVAC equipment.
- Pay Application #003 for K. Johnson Construction in the amount of \$172,097.60. This is for brick installation, wood framing and insulation, doors and frames and concrete parking lot.
- Pay Application #002 for Tri-City Electric in the amount of \$57,434.62. This is for general electrical materials / labor and service entrance.

Estes has reviewed these pay applications and we recommend they be approved by the Council.

If you have any questions or comments concerning the project or these invoices, please contact Randy Sharp at (515)-357-4034

Estes Construction

A handwritten signature in black ink, appearing to read "Randy Sharp", is written over the typed name and title.

Randy Sharp
Senior Project Manager

APPLICATION AND CERTIFICATION FOR PAYMENT

CONSTRUCTION MANAGER AS ADVISOR

Page 1 of 2 pages

TO: **City of Dallas Center**
Dallas Center Library
 Attn: Ms. Shelly Cory, Library Director
 1502 Walnut Street
 Dallas Center, IA 50063

PROJECT: **Dallas Center Library**
Renovation/Addition Phase II
 Dallas Center, IA

Application No.: 3
 Period to: 11/30/20
 Estes Job No.: 2752

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM: **K. Johnson Construction**
 85 Paine St SE, Ste A
 Bondurant, IA 50035

ARCHITECT: **Pelds Engineering Company**
 2323 Dixon Street
 Des Moines, IA 50316
 Attn: Mr. Daniel Willrich

VIA CONSTRUCTION
 MANAGER: **Estes Construction**
 PO Box 3608, Davenport, IA 52808

CONTRACT FOR: General Contracting

Contract Date: 8/17/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$787,146.00
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE	<u>\$787,146.00</u>
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 493,967.00
5. RETAINAGE:	
a. 0 % of Completed Work	24,698.00
b. 0 % of Stored Material	<u>0.00</u>
TOTAL RETAINAGE.....	<u>24,698.00</u>
6. TOTAL EARNED LESS RETAINAGE	469,269.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	<u>297,171.40</u>
8. CURRENT PAYMENT DUE	\$ <u>172,097.60</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 317,877.00

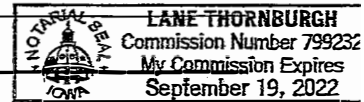
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 11/25/2020

State of: Iowa County of: Polk
 Subscribed and sworn to before me this 25 day of November, 2020.

Notary Public: [Signature]
 My Commission expires: 9-19-2022



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: (NOTE: If multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		\$0.00

From: K. Johnson Construction

Project: Dallas Center Library
Renovation/Addition Phase II

Application No.: 2

Estes Job No. 2752

Period to: 30-Nov

ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE	
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE					STORED MATERIAL
010	General Requirements	11,100.00	6,640.00	1,907.00	8,547.00	77%	2,553.00	\$ 427.35	
020	Existing Conditions	12,060.00			0.00	0%	12,060.00	\$ -	
030	Concrete	96,500.00	71,300.00	20,400.00	91,700.00	95%	4,800.00	\$ 4,585.00	
040	Masonry	46,548.00	10,500.00	36,048.00	46,548.00	100%	0.00	\$ 2,327.40	
050	Wood & Plastics	214,027.00	111,936.00	53,654.00	165,590.00	77%	48,437.00	\$ 8,279.50	
060	Thermal & Moisture Protection	16,869.00	15,120.00		15,120.00	90%	1,749.00	\$ 756.00	
070	Doors & Windows	81,743.00	31,600.00	33,800.00	65,400.00	80%	16,343.00	\$ 3,270.00	
080	Finishes	129,868.00		12,500.00	12,500.00	10%	117,368.00	\$ 625.00	
090	Restroom Specialties	4,036.00			0.00	0%	4,036.00	\$ -	
100	Library Equipment	2,500.00			0.00	0%	2,500.00	\$ -	
110	Furnishings	15,544.00			0.00	0%	15,544.00	\$ -	
120	Earthwork	23,200.00	15,699.00	5,800.00	21,499.00	93%	1,701.00	\$ 1,074.95	
130	Exterior Improvements	3,000.00			0.00	0%	3,000.00	\$ -	
140	Utilities	18,000.00	18,000.00		18,000.00	100%	0.00	\$ 900.00	
150	Staff/Bond/Permit/GL/Fee	72,151.00	29,114.00	19,949.00	49,063.00	68%	23,088.00	\$ 2,453.15	
160	Owner Allowance	31,383.00			0.00	0%	31,383.00	\$ -	
170	Change Order 001	3,335.00	2,903.00						
180	Change Order 002	5,282.00							
PROJECT TOTAL		787,146.00	312,812.00	184,058.00	0.00	63%	284,562.00	24,698	

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Estes Construction 1001 Office Park Road Suite 110 West Des Moines, IA 50265	PROJECT: Roy R Estle Library - Phase 2 1308 Walnut St Dallas Center, IA 50063	APPLICATION NO: 3 PERIOD TO: 11/30/2020 CONTRACT DATE: PROJECT NOS:	DISTRIBUTION TO: OWNER <input type="checkbox"/> CONST. MANAGER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: AMC Mechanical Inc. 107 Vermeer Road Pella, IA 50219	VIA CONSTRUCTION MANAGER: VIA ARCHITECT:		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	213,400.00
2. NET CHANGES IN THE WORK	\$	-2,210.90
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	211,189.10
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	123,381.60
5. RETAINAGE		
a. <u>5</u> % of Completed Work	\$	6,169.08
b. _____ % of Stored Material	\$	0.00
Total Retainage	\$	6,169.08
6. TOTAL EARNED LESS RETAINAGE	\$	117,212.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....		19,719.91
8. CURRENT PAYMENT DUE.....	\$	97,492.61
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	93,976.58

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: [Signature] Date: 11/25/20

State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____



Notary Public:
 My Commission expires: Michelle L Watson 11/25/2021

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$97,492.61
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:
 By: _____ Date: _____

ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 2,210.90
Total approved this month, including Construction Change Directives	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 2,210.90
NET CHANGES IN THE WORK	\$	-2,210.90

CONTINUATION SHEET

Application Number: 3
 Application Date: 11/25/2020
 Period To: 11/30/2020
 Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	General Conditions/Mobilization	15,652.00	2,347.80	9,391.20	0.00	11,739.00	75	3,913.00	586.95
2	Underground Plumbing Labor	6,950.00	6,950.00	0.00	0.00	6,950.00	100	0.00	347.50
3	Underground Plumbing Materials/Equipment Rental	7,600.00	7,600.00	0.00	0.00	7,600.00	100	0.00	380.00
4	Above Ground Plumbing Labor	26,780.00	0.00	10,712.00	0.00	10,712.00	40	16,068.00	535.60
5	Above Ground Plumbing Materials	10,500.00	0.00	4,200.00	0.00	4,200.00	40	6,300.00	210.00
6	HVAC Demo	1,200.00	0.00	0.00	0.00	0.00	0	1,200.00	0.00
7	HVAC Fabrication Labor	16,990.00	0.00	14,441.50	0.00	14,441.50	85	2,548.50	722.08
8	HVAC Fabrication Materials	15,959.00	0.00	15,959.00	0.00	15,959.00	100	0.00	797.95
9	HVAC Installation Labor	16,485.00	0.00	9,891.00	0.00	9,891.00	60	6,594.00	494.55
10	Equipment Install Labor	13,485.00	0.00	0.00	0.00	0.00	0	13,485.00	0.00
11	HVAC Equipment	44,402.00	0.00	35,800.00	0.00	35,800.00	81	8,602.00	1,790.00
12	Plumbing Fixtures and Trim Labor	1,210.00	0.00	0.00	0.00	0.00	0	1,210.00	0.00
13	Plumbing Fixtures and Equip	4,007.00	0.00	0.00	0.00	0.00	0	4,007.00	0.00
14	HVAC Trim Labor	4,600.00	0.00	0.00	0.00	0.00	0	4,600.00	0.00
15	HVAC Trim Materials	800.00	0.00	0.00	0.00	0.00	0	800.00	0.00
16	Insulation Sub Contractor	7,400.00	0.00	4,440.00	0.00	4,440.00	60	2,960.00	222.00
17	Test and Balance Sub	5,520.00	0.00	0.00	0.00	0.00	0	5,520.00	0.00

CONTINUATION SHEET

Application Number: 3
 Application Date: 11/25/2020
 Period To: 11/30/2020
 Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
18	Bond	3,860.00	3,860.00	0.00	0.00	3,860.00	100	0.00	193.00
19	Contingency Allowance	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
20	CO-1 Equipment Changes	-2,210.90	0.00	-2,210.90	0.00	-2,210.90	100	0.00	-110.55
		211,189.10	20,757.80	102,623.80	0.00	123,381.60	58	87,807.50	6,169.08

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 245495

Page 1

To Owner: Estes Construction
PO Box 3608

Project: 36A142340 Dallas Center Library Phase 2

Application No.: 2

Application Date: 11/24/2020

Period To:

Distribution to:
 Owner
 Architect
 Contractor

Davenport, IA 52808

From Contractor: Tri-City Electric Company of Iowa Architect:

6225 N Brady St

Davenport, IA 52806

Project Nos: 2752

Contract Date:

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$195,805.00
2. Net Change By Change Order	-\$318.00
3. Contract Sum To Date	\$195,487.00
4. Total Completed and Stored To Date	\$94,217.50
5. Retainage :	
a. 5.00% of Completed Work	\$3,430.38
b. 5.00% of Stored Material	\$1,280.50
Total Retainage	\$4,710.88
6. Total Earned Less Retainage	\$89,506.62
7. Less Previous Certificates For Payments	\$32,072.00
8. Current Payment Due	\$57,434.62
9. Balance To Finish, Plus Retainage	\$105,980.38

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Tri-City Electric Company of Iowa

By: [Signature] Date: 12/2/20

State of Iowa

County of: Iowa

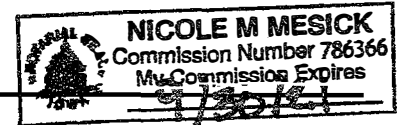
Subscribed and sworn to before me this

2 day of December 2020

Notary Public:

My Commission expires:

[Signature: Nicole Mesick]
9/30/21



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$57,434.62

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$318.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$318.00
Net Changes By Change Order	-\$318.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 11/24/2020

To:

Architect's Project No.: 2752

Invoice # : 245495

Contract : 36A142340 Dallas Center Library Phase 2

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
1	ELECTRICAL	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2	Mobilization	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%	0.00	175.00
3	Demolition	7,500.00	0.00	7,500.00	0.00	7,500.00	100.00%	0.00	375.00
4	Temporary Material	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	125.00
5	Temporary Labor	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	300.00
6	Service Material	9,800.00	2,560.00	5,280.00	0.00	7,840.00	80.00%	1,960.00	392.00
7	Service Labor	13,520.00	2,100.00	3,308.00	0.00	5,408.00	40.00%	8,112.00	270.40
8	Raceway Material	32,600.00	8,800.00	14,020.00	0.00	22,820.00	70.00%	9,780.00	1,141.00
9	Raceway Labor	26,079.00	4,150.00	8,889.50	0.00	13,039.50	50.00%	13,039.50	651.98
10	Lighting Material	45,500.00	0.00	0.00	25,610.00	25,610.00	56.29%	19,890.00	1,280.50
11	Lighting Labor	7,750.00	0.00	0.00	0.00	0.00	0.00%	7,750.00	0.00
12	Fire Alarm Material	6,450.00	0.00	0.00	0.00	0.00	0.00%	6,450.00	0.00
13	Fire Alarm Labor	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	0.00
14	Device Material	1,000.00	0.00	0.00	0.00	0.00	0.00%	1,000.00	0.00
15	Device Labor	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
16	Project Closeout	500.00	0.00	0.00	0.00	0.00	0.00%	500.00	0.00
17	Allowance	8,545.00	0.00	0.00	0.00	0.00	0.00%	8,545.00	0.00
200	DATA	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
201	Material	2,155.00	0.00	0.00	0.00	0.00	0.00%	2,155.00	0.00
202	Labor	3,240.00	0.00	0.00	0.00	0.00	0.00%	3,240.00	0.00
500	AUDIO VISUAL	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
501	Material	9,674.00	0.00	0.00	0.00	0.00	0.00%	9,674.00	0.00
502	Labor	2,537.00	0.00	0.00	0.00	0.00	0.00%	2,537.00	0.00
901	Change Order 1	-318.00	0.00	0.00	0.00	0.00	0.00%	-318.00	0.00
902	Change Order 2 Allowance Useage	1,455.00	0.00	0.00	0.00	0.00	0.00%	1,455.00	0.00
Grand Totals		195,487.00	29,610.00	38,997.50	25,610.00	94,217.50	48.20%	101,269.50	4,710.88



Brian Heiden
 (515) 202-0413

2020-89

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, 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



VEENSTRA & KIMM, INC.

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

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

December 2, 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
CHANGE ORDER NO. 3

Enclosed is a copy of Change Order No. 3 for the contract between the City of Dallas Center and C.L. Carroll Co., Inc. for the Wastewater Treatment Facility Improvements project. Change Order No. 3 adds to the contract 305 tons of biosolids removal. The change order adds to the contract the additional biosolids removal primarily in Cell No. 2. The work is added to the contract at the unit price in the contract.

The change order increases the contract price by \$51,470.

The City Council previously discussed this change order at its recent work session. Change Order No. 3 is to formalize the increase in the biosolids quantity by 305 tons. As part of the final closeout of the contract the actual weight of biosolids will be audited. The final quantity may vary slightly upward or downward from the adjusted contract quantity of 1,105 tons.

Change Order No. 3 is being transmitted to the City of Dallas Center with a recommendation for the City Council to approve Change Order No. 3. The writer would note Partial Payment Estimate No. 12 being transmitted for consideration at the December 8, 2020 City Council meeting incorporates Change Order No. 3. In the event the City Council does not approve Change Order No. 3, Partial Payment Estimate No. 12 will need to be adjusted accordingly to remove this work for payment purposes.

Cindy Riesselman
December 2, 2020
Page 2

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

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVJr:paj
212163
Enclosure
cc: Ralph Brown - w/enclosure



VEENSTRA & KIMM, INC.

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

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

December 1, 2020

CHANGE ORDER NO. 3

**CITY OF DALLAS CENTER
WASTEWATER TREATMENT FACILITY IMPROVEMENTS**

Change Order No. 3 makes one modification to the construction contract. The modification increases the quantity of biosolids removed from 800 dry tons to 1,105.01 dry tons. The adjustment is at the unit price in the contract. The change order increases the volume of biosolids based on the additional tonnage of biosolids removed primarily from Cell No. 2 during construction of the Wastewater Treatment Facility Improvements project.

Change Order No. 3 makes the following modification to the contract:

2.1 Biosolid removal and disposal: add 305.0074 tons @ \$168.75 per ton \$51,470.00

Change Order No. 3 increases the contract price by \$51,470.00.

C.L. CARROLL CO., INC.

By

Title PRESIDENT

Date 12/2/2020

CITY OF DALLAS CENTER

By _____

Title _____

Date _____

VEENSTRA & KIMM, INC.

By

Title Project Manager

Date December 2, 2020

ATTEST:

By _____

Title _____

Date _____



VEENSTRA & KIMM, INC.

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

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

December 2, 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. 12

Enclosed is a copy of Partial Payment Estimate No. 12 for 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. 12 covers the work during the month of November 2020.

Partial Payment Estimate No. 12 is in the amount of \$327,731.42. The partial payment estimate includes work on several items on the project, the largest of which is the biosolids removal. The partial payment estimate provides payment for the modifications that were approved in February 2020 as part of Change Order No. 2 relating to the SAGR structures.

As of the end of November C.L. Carroll Co., Inc. has completed approximately 91% of the work on the project. One major work item remaining to be completed includes the completion of the lagoon aeration system modifications. That work should be completed in early to mid-December. The other large remaining work item is the installation of the screw pumps. The installation of the screw pumps is to be completed during the month of December.

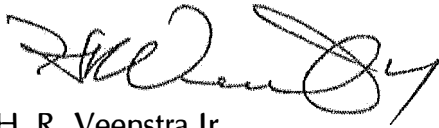
The other remaining work includes demolition work in the existing blower building, the final completion of the electrical and control improvements primarily associated with the screw pump station and final cleanup and restoration of the project. Assuming weather conditions remain favorable during the month of December, the treatment plant should be fully operational before the end of December.

Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 12 and would recommend its approval for payment in the amount of \$327,731.42.

Cindy Riesselman
December 2, 2020
Page 2

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

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVJr:kld

212163

Enclosure

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



VEENSTRA & KIMM, INC.

3000 Westown Parkway West Des Moines, Iowa 50266-1320

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

Date: December 1, 2020

PAY ESTIMATE NO. 12

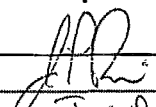

Project Title	Wastewater Treatment Facility Improvements Dallas Center, Iowa		Contractor	C.L. Carroll Co., Inc. 3623 6th Avenue Des Moines, Iowa 50313
Original Contract Amount & Date	\$4,296,000.00	December 1, 2020	Pay Period	11/3/20 - 12/1/20

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	1.00	\$ 160,000.00
2	Clearing	LS	1	\$ 35,000.00	\$ 35,000.00	1.00	\$ 35,000.00
3	Blower Demo	LS	1	\$ 15,000.00	\$ 15,000.00	0.50	\$ 7,500.00
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	1.00	\$ 150,000.00
6	Screw Pumps	LS	1	\$ 275,000.00	\$ 275,000.00	0.10	\$ 27,500.00
7	Lagoon Biosolids	Ton	800	\$ 168.75	\$ 135,000.00	1105.01	\$ 186,470
8	Lagoon Aeration	LS	1	\$ 75,000.00	\$ 75,000.00	0.30	\$ 22,500.00
9	SAGR MH's	LS	1	\$ 250,000.00	\$ 250,000.00	1.00	\$ 250,000.00
10	SAGR Filters	LS	1	\$ 1,500,000.00	\$ 1,500,000.00	1.00	\$ 1,500,000.00
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	1.00	\$ 205,000.00
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	1.00	\$ 40,000.00
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	1.00	\$ 10,000.00
17	LE/FE Piping/MH's	LS	1	\$ 170,000.00	\$ 170,000.00	1.00	\$ 170,000.00
18	SAGR Piping	LS	1	\$ 75,000.00	\$ 75,000.00	1.00	\$ 75,000.00
19	Air/Water/Tile/ Misc Piping	LS	1	\$ 280,000.00	\$ 280,000.00	1.00	\$ 280,000.00
20	HVAC	LS	1	\$ 42,000.00	\$ 42,000.00	1.00	\$ 42,000.00
21	Electric/Generator/Controls	LS	1	\$ 475,000.00	\$ 475,000.00	0.95	\$ 451,250.00
	TOTAL CONTRACT				\$ 4,092,180.00		\$ 3,812,400.44

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$4,296,000.00	\$ 3,812,400.44
Approved Change Orders (list each) 3/2/2020	No. 1	\$ (203,820.00)	
	No. 2	\$ 3,960.00	\$ 3,960.00
	No. 3	\$ 51,470.00	
TOTAL ALL CHANGE ORDERS		\$ (148,390.00)	\$ 3,960.00
Revised Contract Price		\$ 4,147,610.00	\$ 3,816,360.44
Materials Stored			\$ 97,280.00
Value of Completed Work and Materials Stored			\$ 3,913,640.44
Less Retained Percentage (5%)			\$ 195,682.02
Net Amount Due This Estimate			\$ 3,717,958.42
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		\$ 427,957.90
	No. 9		\$ 624,794.10
	No. 10		\$ 423,045.01
	No. 11		\$ 404,139.50
	No. 12		
Less Total Pay Estimates Previously Approved			\$ 3,390,227.00
		Amount Due This Estimate	\$ 327,731.42

The amount \$ 327,731.42 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: JON P. RISSMAN	Name: Michael Shoup	Name:
Title: PRESIDENT	Title: Project Manager	Title:
Date: 12/2/2020	Date: 12/02/2020	Date:



VEENSTRA & KIMM, INC.

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

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

December 7, 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
PROJECT COMPLETION AND ACCEPTANCE
PARTIAL PAYMENT ESTIMATE NO. 4 (FINAL)
PARTIAL PAYMENT ESTIMATE NO. 5 (RETAINAGE)

Northway Corporation has completed all work on the Well No. 11 project with the exception of two remedial items. One item is the replacement of the faulty pressure sensor. The second item is remedial grading work at the well. Northway Corporation has acknowledged in writing it is responsible for completion of these two remaining work items. Enclosed is a copy of the confirmation from Northway Corporation.

With the acknowledgement these two items will be completed by Northway Corporation it would appear appropriate for the Dallas Center City Council to move forward with the acceptance of the project.

Enclosed is a copy of Partial Payment Estimate No. 4 (Final). This partial payment estimate provides compensation to Northway Corporation for the remaining site work on the project. Partial Payment Estimate No. 4 (Final) is in the amount of \$4,708.67. It is recommended Partial Payment Estimate No. 4 (Final) be approved and authorized for payment.

Enclosed is a copy of the engineers Certificate of Completion for the project. The engineers Certificate of Completion of the project shows the final contract price to be \$279,530. The revised contract price following the negotiation of Change Order No. 1 is \$280,118. The final contract price on the project is \$580 less than the amended contract price.

Cindy Riesselman
December 7, 2020
Page 2

It is recommended the Dallas Center City Council approve the construction the Shallow Well No. 11 project. To do so the City Council should adopt a resolution accepting the project. The City Council should authorize the Mayor to sign the Certificate of Completion for the project.

Enclosed is a copy of Partial Payment Estimate No. 5 (Retainage). Partial Payment Estimate No. 5 (Retainage) is in the amount of \$13,976.90. Partial Payment Estimate No. 5 (Retainage) is for the of the 5% statutory retainage on the project. The retainage would be paid 31 days after acceptance of the project.

It is recommended the Dallas Center City Council approve Partial Payment Estimate No. 5 (Retainage) at its meeting on December 8, 2020 and authorize payment of the retainage 31 days after acceptance, or on or shortly after January 9, 2021.

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:paj
212174

Enclosure

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

Patti Jass

From: Bob Veenstra
Sent: Monday, December 7, 2020 7:39 AM
To: Patti Jass
Subject: FW: Dallas Center

From: Gale McIntosh <gale@northwaywell.com>
Sent: Monday, December 7, 2020 7:25 AM
To: Bob Veenstra <bveenstra@v-k.net>
Subject: Dallas Center

Mr. Bob Veenstra,
Re: Dallas Center Well No. 11 project,

In response to your letter of December 1, 2020 regarding Project Completion and Acceptance. The Northway Corporation will make sure that the faulty pressure sensor will be replaced and operational. Also the Northway Corporation will make sure that the remedial site grading will be taken care of along with O&M manuals delivered to the city.

Sincerely,

Gale McIntosh
Branch Manager
Northway Well & Pump Co.



VEENSTRA & KIMM, INC.

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

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

December 1, 2020

Gale McIntosh
The Northway Corporation
P.O. Box 745
Waukee, Iowa 50263

DALLAS CENTER, IOWA
SHALLOW WELL NO. 11
PROJECT COMPLETION AND ACCEPTANCE
PARTIAL PAYMENT ESTIMATE NO. 4 (FINAL)
PARTIAL PAYMENT ESTIMATE NO. 5 (RETAINAGE)

Northway Corporation has completed all of the work on the Well No. 11 project for the City of Dallas Center with the exception of the replacement of the faulty pressure sensor and completion of remedial work related to the site grading. It is understood Northway Corporation is working to address these two items.

Although there are two items outstanding the City of Dallas Center can move forward with the acceptance of the project provided Northway Corporation is willing to acknowledge in writing it will complete the remaining work items following acceptance of the project. If Northway Corporation is willing to acknowledge these outstanding items will be completed following acceptance the City Council will consider acceptance of the project at its meeting on December 8, 2020.

In anticipation of acceptance of the project, enclosed are copies of Partial Payment Estimate No. 4 (Final) and Partial Payment Estimate No. 5 (Retainage). Partial Payment Estimate No. 4 (Final) provides payment in the amount of \$4,708.67. This payment is for the remaining site work less then the 5% retainage on the remaining site work. Partial Payment Estimate No. 5 (Retainage) is in the amount of \$13,976.90. This partial payment estimate is for payment of the 5% retainage.

If the City of Dallas Center accepts the project on December 8, 2020 the check for Partial Payment Estimate No. 4 (Final) will be processed shortly thereafter. The retainage will be authorized for payment 31 days following acceptance, or in early to mid-January 2021.

Gale McIntosh
December 1, 2020
Page 2

If Northway Corporation is in agreement with the procedure outlined by the City of Dallas Center, please return a written acknowledgement Northway Corporation will complete the remaining work items on the project. Please return a signed copy of both Partial Payment Estimate No. 4 (Final) and Partial Payment Estimate No. 5 (Retainage).

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVjr:paj
212174

Enclosure

cc: Cindy Riesselman, City of Dallas Center – w/enclosure
Ralph Brown, Brown, Fagen & Rouse – w/enclosure



VEENSTRA & KIMM, INC.

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

Date: December 1, 2020

PAY ESTIMATE NO. 4 (FINAL)

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	October 9, 2020 to November 30, 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	\$ 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	50	\$ 500.00
1.8	Sitework	LS	1	49,565.00	\$ 49,565.00	1.00	\$ 49,565.00
1.9	Meter Pit	LS	1	26,000.00	\$ 26,000.00	1	\$ 26,000.00
1.10	4" Water Main - Open Cut	LF	45	190.00	\$ 8,550.00	45	\$ 8,550.00
1.11	4" Water Main - Directional Bored	LF	0	230.00	\$ -		\$ -
1.12	Gate Valve - 4"	EA	1	2,050.00	\$ 2,050.00	1	\$ 2,050.00
1.13	Connection to Existing System	LS	1	8,900.00	\$ 8,900.00	1	\$ 8,900.00
1.14	Electrical	LS	1	104,040.00	\$ 104,040.00	1	\$ 104,040.00
	TOTAL CONTRACT				\$ 280,118.00		\$ 279,538.00

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$328,518.00	\$ 279,538.00
Approved Change Orders (list each)	1	\$ (48,400.00)	
TOTAL ALL CHANGE ORDERS		\$ (48,400.00)	\$ -
Revised Contract Price		\$ 280,118.00	\$ 279,538.00
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 279,538.00
Less Retained Percentage (5%)			\$ 13,976.90
Net Amount Due This Estimate			\$ 265,561.10
Less Estimate(s) Previously Approved	No.1	\$ 22,901.13	
	No.2	\$ 59,073.85	
	No.3	\$ 178,877.45	
	No.4		
	No.5		
	No.6		
	No. 7		
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved			\$ 260,852.43
Amount Due This Estimate			\$ 4,708.67

The amount \$ 4,708.67 is recommended for approval for payment in accordance with the terms of the contract.

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

RESOLUTION NO. 2020-88

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS DESCRIBED AS THE WATER SYSTEM IMPROVEMENTS–SHALLOW WELL NO. 11

WHEREAS, on the 14th day of January, 2020, the Mayor and Clerk of Dallas Center, Iowa, entered into a construction contract with the Northway Corporation of Waukee, Iowa, for the construction of certain public improvements generally described as construction of the Water System Improvements - Shallow Well No. 11; and

WHEREAS, said contractor has fully completed the construction of said public improvements in accordance with the terms and conditions of said contract and plans and specifications as shown by the Certificate of the Engineer as filed with the Clerk on December 7, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that said report of the Engineer be and the same is hereby approved and adopted, and said public improvements are hereby approved and accepted as having been fully completed in accordance with said plans, specifications and form of contract and the total final construction costs thereof is hereby determined to be \$280,118.00, as shown in said report of the Engineer.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 8th day of December, 2020.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

CERTIFICATE OF COMPLETION

**SHALLOW WELL NO. 11
CITY OF DALLAS CENTER**

We hereby certify that we have made an on-site review of the completed construction of the Shallow Well No. 11 project as performed by The Northway Corporation.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is Two Hundred Seventy-nine Thousand Five Hundred Thirty and 00/100 Dollars (\$279,530.00)

VEENSTRA & KIMM, INC.

ACCEPTED: CITY OF DALLAS CENTER

By 

By _____

Title Project Manager

Title _____

Date December 1, 2020

Date _____



VEENSTRA & KIMM, INC.

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

Date: December 1, 2020

PAY ESTIMATE NO. 5 (RETAINAGE)

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	December 1, 2020 to December 1, 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	\$ 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	50	\$ 500.00
1.8	Sitework	LS	1	49,565.00	\$ 49,565.00	1.00	\$ 49,565.00
1.9	Meter Pit	LS	1	26,000.00	\$ 26,000.00	1	\$ 26,000.00
1.10	4" Water Main - Open Cut	LF	45	190.00	\$ 8,550.00	45	\$ 8,550.00
1.11	4" Water Main - Directional Bored	LF	0	230.00	\$ -		\$ -
1.12	Gate Valve - 4"	EA	1	2,050.00	\$ 2,050.00	1	\$ 2,050.00
1.13	Connection to Existing System	LS	1	8,900.00	\$ 8,900.00	1	\$ 8,900.00
1.14	Electrical	LS	1	104,040.00	\$ 104,040.00	1	\$ 104,040.00
	TOTAL CONTRACT				\$ 280,118.00		\$ 279,538.00

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$328,518.00	\$ 279,538.00
Approved Change Orders (list each)	1	\$ (48,400.00)	
TOTAL ALL CHANGE ORDERS		\$ (48,400.00)	\$ -
Revised Contract Price		\$ 280,118.00	\$ 279,538.00
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 279,538.00
Less Retained Percentage (5%)			\$ -
Net Amount Due This Estimate			\$ 279,538.00
Less Estimate(s) Previously Approved	No.1	\$ 22,901.13	
	No.2	\$ 59,073.85	
	No.3	\$ 178,877.45	
	No.4	\$ 4,708.67	
	No.5		
	No.6		
	No. 7		
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved			\$ 265,561.10
Amount Due This Estimate			\$ 13,976.90

The amount \$ 13,976.90 is recommended for approval for payment in accordance with the terms of the contract.

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