

AGENDA
Dallas Center City Council
November 9, 2021 – 7:00 pm – Memorial Hall
1502 Walnut Street, Dallas Center

The Council meeting will be held in person in Memorial Hall. The meeting also may be accessed by the public electronically by Zoom at the following Internet link:
<https://us02web.zoom.us/j/84642315688>. The passcode is 583859. If a Zoom user has the Zoom app, just enter the meeting ID 846 4231 5688 and the passcode is 583859.

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is 84642315688#, the passcode is 583859: 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.

PUBLIC HEARING – on proposed Amendment No. 7 to the Dallas Center Urban Renewal Plan in the City of Dallas Center, Iowa

Each person will have up to five minutes to address the Mayor and Council on the public hearing

1. Pledge of Allegiance
2. Roll call
3. Action to approve agenda
4. Public Communications and Concerns [Anyone wanting to address the Council should raise your hand and the Mayor will acknowledge you. Please stand, state your name, address and topic. You will have two minutes to address the Mayor and Council]
5. Action to approve consent agenda
 - a. Approve minutes of October 12th regular meeting and October 25th special council meeting
 - b. October Treasurer's Report, Balance Sheet and Budget Report
 - c. October Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Approve Mayor's reappointment of Mary Werch to the Parks and Recreation Board (term expires December 31, 2024)
 - e. Approve Mayor's reappointment of Bob King to the Parks and Recreation Board (term expires December 31, 2024)
 - f. Approve reappointment of Mark Hersch to the E911 Board
 - g. Approve reappointment of Mike Howell as an alternate to the E911 Board
 - h. Approve reappointment of Mark Hersch as the Mayor's alternate to the Dallas County Emergency Management Board
 - i. Approve sidewalk reimbursement for 204 Percival in the amount of \$64.00
 - j. Approve Seasonal Fun Committee's request for street closing on December 4, 2021
 - k. Approve invoices for payment (review committee Pion and Coon)
6. Community Swimming Pool Project
 - a. Report on Special City Election on the issuance of LOSST Capital Loan Notes
 - b. Dave Schwartz of Waters Edge Aquatic Design, PLC – recommendations on project
 - c. Action on Resolution 2021-62 – approving Agreement for Professional Engineering Services with Waters Edge Aquatic Design, PLC of Lenexa, Kansas, for design and engineering services, bidding, construction administration, and post construction services for the new pool
7. Jason Harris – discussion on the future of Friends of the Dallas Center Pool

8. Parks and Recreation Board
 - a. Action on Resolution 2021-56 – approving contract with TruGreen Commercial
 - b. Action to approve applying for the Trees Please! Grant
9. Tree Board – action to authorize application for 2021 Tree City USA Certification
10. Planning and Zoning Commission
 - a. Matt Ostanik – Report to Council
 - b. Community Survey summary update to Council
 - c. Update on Comprehensive Plan development and community workshops
 - d. Review proposed Ordinance No. 560 – amending Code Section 165.43(4) to require a permit for the construction of a parking space or access thereto
 - e. Action to set public hearing on Ordinance No. 560 for 7 p.m. on December 14, 2021
11. Amendment No. 7 to the Dallas Center Urban Renewal Plan (adding Heritage Park Improvements, Downtown Streetscape and Green Corridor, and Walnut Street Improvements as additional projects – no land area added)
 - a. Mayor’s Report on Consultation Meeting
 - b. Action on Resolution 2021-55 – adopting Amendment No. 7 to the Dallas Center Urban Renewal Plan
12. Public Works
 - a. Director’s Report
 - b. Drainage work at intersection of Fair View Drive and Northview Drive
13. Municipal Water System
 - a. Engineer’s Report
 - b. Action to approve Partial Payment Estimate No. 3 – Krudico, Inc. - \$107,375.00
14. Storm water plan for area around Memorial Park and north of Northview Drive
 - a. Engineer’s Report
 - b. Discussion and possible action
15. City Engineer – other matters
16. Annual TIF Report
 - a. Review annual report
 - b. Action on Resolution 2021-63 – incurring TIF indebtedness
 - c. Action to establish TIF revenue request for FY 2022-2023
 - d. Action on Resolution 2021-64 – approving 2021 annual report to the State of Iowa
17. Public Safety Committee
 - a. Committee update
 - b. Action on Ordinance No. 561 – making the intersection and Linden and 13th Street a 4 corner stop; reducing the maximum speed limit to 25 miles per hour on 13th Street in the vicinity of the elementary school; and allowing parking on a portion of the south side of Linden Street between 9th Street and Fair View Drive, first reading
 - c. Action on Ordinance No. 558 – to replace the current yield sign with a stop sign at the intersection of Circle Drive and Vine Street; changing no parking on the east side of Fair View Drive from Sugar Grove Avenue to Vine Street, to from Sugar Grove Avenue to Sycamore Street; and adding no parking on the east side of Fair View Drive from the center of Linden Street to 70 feet north, second reading.
 - d. Discussion and possible action changing the speed limit on Fair View Drive to 25 mph south of Linden Street until beyond the curve to 250th Street
18. Action on Resolution 2021-65 – approving FY 2022 budgeted fund transfers
19. Action on Resolution 2021-66 – approving the form of the amended Section 125 Cafeteria Plan (last approved by Resolution 2020-81)
20. Action on Resolution 2021-67 – establishing use policies and guidelines for computer laptops and tablets issued by the City for use by elected officials and city employees

21. Action on Resolution 2021-68 – amending the personnel policy relating to the clothing allowance for public works employees
22. Reminder of FY 2022-2023 budget strategy discussion meeting (Tuesday, November 16 at 7 p.m.)
23. Council reports
24. Mayor’s report
25. Adjournment

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	Nov Serv	\$240.00
Access Systems Leasing	Copier	\$355.36
Access Systems	Copier	\$40.97
Acco	Supplies	\$302.50
Ventilation Services Of	Repairs	\$618.26
Aetna Behavioral Health, Llc	Dues	\$26.28
Agsourc Cooperative Svcs	Tests	\$479.50
Ahlers & Cooney, Pc	Oct Serv	\$235.00
Arnold Auto Supply	Supplies	\$14.19
Baker & Taylor Co.	Books	\$108.70
Bay Bridge Administrators	Insurance	\$100.42
Bomgaars	Supplies	\$117.94
Brenton Arboretum	Trees	\$126.00
Brown, Fagen & Rouse	Nov Serv	\$2,692.00
Mike Buckalew	Sidewalk Reimb	\$64.00
Center Point Large Print	Books	\$199.96
Centurylink	Oct Serv	\$840.31
Cj Cooper & Associates	Drug Testing	\$10.00
Occupational Health Centers	Cdl Dues	\$51.00
Core & Main	Repairs	\$95.00
Culligan Water System	Nov Serv	\$11.95
Dallas County Treasurer	Oct Serv	\$18,165.06
Delta Dental	Insurance	\$33.90
Delta Dental	Insurance	\$576.70
Demco	Supplies	\$54.53
Digital Stew Services	Oct Serv	\$175.37
Eftps	Taxes	\$3,521.95
Eftps	Taxes	\$3,533.87
Elite Electric & Utility	Oct Serv	\$920.99
Emc Insurance Companies	Becker Lawsuit	\$2,000.00
Emergency Medical Products	Supplies	\$105.99
Gatehouse- Db Iowa Holdings	Publications	\$780.92
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$28.52
Grainger	Supplies	\$355.45
Gis Workshop, Llc	Software	\$6,425.22

Heartland Co-Op	Oct Serv	\$1,214.38
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Hofland, Joel	Hsa	\$50.00
Hsa Riesselman, Cindy	Hsa	\$275.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$200.00
Hsa Steele, Kathy	Hsa	\$200.00
Interstate Indus. Instr	Repairs	\$246.77
Iowa One Call	Sept Serv	\$45.90
Iowa Rural Water Assoiation	Dues	\$275.00
Ipers	Ipers	\$5,162.74
Iron Mountain	Oct Serv	\$86.37
I & S Group, Inc.	Oct Serv	\$1,450.00
Jetco Inc	Equip	\$4,463.20
Karen Mccleary	Oct Serv	\$675.00
Kempker's True Value	Repairs	\$82.68
Koch Office Group	Copier	\$147.31
Krudico Inc	Filter Project	\$8,335.00
Krudico Inc	Filter Project	\$107,375.00
Leaf	Copier	\$102.08
Eddie Leedom	Oct Serv	\$324.84
Macqueen Equipment,Llc	Repairs	\$4,433.48
Menards	Repairs	\$915.91
Midamerican Energy	Sept Serv	\$1,251.43
Midamerican Energy	Oct Er	\$3,702.01
Midamerican Energy	Oct Serv	\$38.25
Minburn Communications	Nov Serv	\$54.99
Moss Bros, Inc	Supplies	\$153.94
Municipal Supply Inc	Supplies	\$615.70
Napa Auto Parts	Supplies	\$25.60
Nationwide Retirement Sol	Deferred Comp	\$450.00
Otis Elevator Company	Annual Serv	\$672.24
Dallas Center Post Office	Postage	\$1,400.00
Cindy Riesselman	Training	\$98.56
Treasurer - State of Iowa	Taxes	\$1,188.87
Treasurer - State of Iowa	Taxes	\$2,224.02
April Scrivner	Mileage	\$45.92
South Dallas County Landfill	Annual Fee	\$2,195.00
Kathy Steele	Training	\$31.37
Storey Kenworthy/Matt Parrott	Supplies	\$81.48
Umb Bank Na	Fees	\$600.00
Uhs Premium Billing	Insurance	\$441.86
Uhs Premium Billing	Insurance	\$8,939.43
Veenstra & Kimm	Oct Serv	\$17,298.54
Verizon Wireless	Oct Serv	\$280.07

Treasurer - State of Iowa	Taxes	\$1,108.00
Healthequity, Inc.	Annual Fees	\$485.00
Waste Management	Oct Serv	\$19,698.37
Wells Fargo	Supplies/Postage	\$2,513.80
Xenia Rural Water District	Water For Wass	\$263.50
	Total Paid	\$245,516.30

General	\$81,066.02
Rut	\$1,789.71
T&A(Eb)	\$11,457.31
Debt Service	\$600.00
Water	\$26,384.69
Water Cap Outlay	\$113,311.98
Sewer	\$9,560.17
Storm District	\$1,346.42
Total Funds	\$245,516.30

Revenues

General Total	\$378,452.25
T&A (Pd) Benevolent Total	\$0.14
T&A(Ft) Total	\$2.59
T&A(Sc) Total	\$0.51
Capital Improvement Total	\$5.95
T&A(SI) Total	\$4.08
Rut Total	\$21,117.14
T&A(Eb) Total	\$66,814.19
Local Option Sales Tax Total	\$36,307.79
Tif Total	\$72,127.25
Burnett Project Total	\$18.07
T&A(Burnett Cap Improve) Total	\$16.87
Debt Service Total	\$118,718.72
Cap Imprv-American Rescue Total	\$24.13
T&A(B) Total	\$0.64
T&A(Y) Total	\$0.64
Water Total	\$45,554.96
Sewer Total	\$86,360.36
Storm District Total	\$4,707.36
Total Revenue by Fund	\$830,233.64

Mayor Kidd opened a public hearing at 7:00 pm on October 12, 2021 as advertised for the purpose of hearing comments on Plans and Specifications, Proposed Form of Contract, and Estimate of Cost for construction of the Walnut Street Streetscape Phase 1 Construction Project. He asked for written comments, there were none. He asked for oral comments: Bob Haxton stated his concerns regarding the project. Julie Becker stated her concerns on the public hearing process and with the project. Meg Dickinson stated her support for the project. Mayor Kidd closed the public hearing at 7:06 pm.

Mayor Kidd opened a public hearing at 7:06 pm on October 12, 2021 as advertised for the purpose of hearing comments on Ordinance No. 556 – amending City Code Section 165.27 by modifying the requirements for constructing fences and walls and requiring certain permits. He asked for written comments, there were none. He asked for oral comments: Julie Becker stated her concern regarding the process. Mayor Kidd closed the public hearing at 7:10 pm.

Mayor Kidd opened a public hearing at 7:10 pm on October 12, 2021 as advertised for the purpose of hearing comments on a proposed West Urban Renewal Area in the City of Dallas Center, State of Iowa. He asked for written comments, there were none. He asked for oral comments: Bob Haxton and Julie Becker stated their support of the West Urban Renewal Area. Mayor Kidd closed the public hearing at 7:13 pm.

Mayor Kidd opened a public hearing at 7:13 pm on October 12, 2021 as advertised for the purpose of hearing comments on the adoption of the proposed Code of Ordinances of the City of Dallas Center, Iowa. He asked for written comments, there were none. He asked for oral comments, there being none he closed the public hearing at 7:13 pm.

The Dallas Center City Council met in regular session October 12, 2021 at 7:13 pm. Mayor Kidd called the meeting to order and led the Pledge of Allegiance. Council members present included Amy Strutt, Ryan Kluss, Ryan Coon and Danny Beyer. Curt Pion was present via Zoom/telephone.

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

Public Communications and Concerns

Bob Haxton-stated he does not support residential lot changes

Bob King-thanked city staff for the work on required policies for the federal grant for storm sirens

Julie Becker-stated multiple concerns

Meg Dickinson-stated her concern with public decorum at the council meetings

Linda Licht-stated her concern regarding two citizens and asked for any assistance from the council

Motion by Beyer, 2nd by Kluss to approve consent agenda [approve minutes of September 14th council meeting; September Treasurer's Report, Balance Sheet and Budget Report; September Law Enforcement, Fire/Rescue, Compliance and Water Reports; approve sidewalk reimbursement for 1221 Maple Street in the amount of \$312; approve Seasonal Fun Committee's Street Closing Request for Beggar's Night on October 30th; approve hiring Sheila Miller as a part-time library associate at \$12/hr. effective October 16th, pending background check; approve hiring Bart Weller as a temporary fill-in public works employee at \$20/hr. effective November 1st – March 31st; approve invoices for payment (review committee Kluss and Strutt)]. Motion passed 5-0.

Public Safety Committee

Committee update-Pion gave an overview of the 4-way stop discussed by the committee.

Motion by Pion, 2nd by Beyer directing Attorney Brown to draft an ordinance to add 4 stop signs at the intersection of and Linden and 13th Street. Ayes-Beyer, Coon, Strutt and Pion. Nay-Kluss Motion passed 4-1.

Motion by Kluss, 2nd by Beyer directing Attorney Brown to draft an ordinance to change the speed limit on 13th Street to 25 mph until past the elementary school. Motion passed 5-0.

Motion by Pion, 2nd by Coon directing Attorney Brown to draft an ordinance to allow parking on the south side of Linden Street from 9th Street to Fair View Drive. Motion passed 5-0.

Motion by Beyer, 2nd by Pion to approve Ordinance No. 558 – to replace the current yield sign with a stop sign at the intersection of Circle Drive and Vine Street; changing no parking on the east side of Fair View Drive from Sugar Grove Avenue to Vine Street, to “from Sugar Grove Avenue to Sycamore Street”; and adding no parking on the east side of Fair View Drive from the center of Linden Street to 70 feet north, first reading. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Beyer to approve Resolution 2021-59 – approving updated Memorandum of Understanding with Polk County Sheriff’s Office on the use of Central Iowa Regional Public Safety Communications System. Ayes-Beyer, Coon, Strutt and Kluss. Abstain-Pion. Motion passed 4-0.

Pion left the meeting at 7:38 pm.

Library Director Cory-Shivvers gave the Library’s annual report to Council. She stated attendance numbers are down due to the pandemic and the construction project.

Walnut Street Streetscape Phase 1

ISG Landscape Architect Nathan Gruver stated only two bids were received: Alpha Landscapes in the amount of \$156,920 and Minturn, Inc in the amount of \$138,770. He stated they were hoping for 5-6 bidders but the timing was not ideal. Gruver suggests rejecting the bids, looking at other bidding strategies including breaking the project into two or more projects and rebidding after the first of the year.

Motion by Kluss, 2nd by Coon to accept ISG’s recommendation to reject all bids and rebid the project after the first of the year. Motion passed 4-0.

Plan and Zoning Commission

Council received the Commission’s September report.

Motion by Kluss, 2nd by Strutt to approve Ordinance No. 556 – amending Code Section 165.27 by modifying the requirements for constructing fences and walls and requiring certain permits, first reading. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Coon to waive the 2nd and 3rd readings of Ordinance No. 556 making it effective upon publication. Roll call all ayes, motion passed.

Danny Beyer brought up the stormwater regulations in new developments and possible referral to Plan and Zoning Commission. Bob Veenstra stated that this issue is addressed in the code twice (in the subdivision ordinance and the site plan ordinance). Motion by Beyer, 2nd by Coon to refer this subject to Planning and Zoning for additional research. Motion passed 5-0.

West Urban Renewal Plan

Mayor Kidd reported no other entities showed up for the consultation meeting with affected taxing authorities.

Council received Plan and Zoning Commission’s Report determining the proposed Plan is in conformance with the general plan for development of the City.

Motion by Kluss, 2nd by Strutt to approve Resolution 2021-57 – determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interests of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the West Urban Renewal Plan. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Strutt to approve Ordinance No. 557 – providing for the division of revenues under Section 403.19, Code of Iowa, for the West Urban Renewal Plan, first reading. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Strutt to waive the second and third readings of Ordinance 557 making it effective upon publication. Roll call all ayes, motion passed.

Public Works Report

Brian Slaughter stated Fair View Drive is seeded in the areas where sidewalks were installed, the dirt work for the sidewalk installation at 600 Oak Court is in progress and the sidewalk will be completed in the spring. He also stated the asphalt overlay project is mostly complete with one last issue outstanding, the ice rink liner will be delivered tomorrow and they have completed Walnut Street (north) pedestrian entrance to Memorial Park.

Municipal Water System

Veenstra reported the project is progressing. The filters should be installed in the next few weeks and everything should be up and running by Thanksgiving.

Motion by Kluss, 2nd by Coon to approve Partial Payment Estimate No. 2 – Krudico, Inc. - \$8,335.00. Motion passed 4-0.

City Engineer – other matters

602 Northview Drive-Veenstra gave an overview of the history of the lot. At the time the lot was platted in 1962 there were no subdivision or zoning ordinances and there is no overland flowage easement on the lot. He stated the original storm water outlet is no longer there and there is no good way to reestablish drainage. He stated it may be possible to connect to the east dual-purpose sewer that was constructed in 2000-2001. The new owner is aware they can't build on any utility easements that do exist on the lot and they must meet the setback requirement. Veenstra also stated that Certificate of Occupancy will be issued once the owner proves they did not degrade the drainage situation. He also stated the building permit is for a "shouse" shop building/metal building and the architectural standards do not apply to residential zoning and buildings. Motion by Kluss, 2nd by Beyer directing Veenstra to work with public works to research the drainage solution. Motion passed 4-0.

Council would like the Planning and Zoning Commission to look at residential building code and bring any suggested changes back to the council

Code of Ordinances Update

Motion by Beyer, 2nd by Kluss to approve Ordinance No. 559 – adoption of the proposed Code of Ordinances of the City of Dallas Center, Iowa, (this does not include Ordinance 558). Roll call all ayes, motion passed.

Motion by Coon 2nd by Stutt to waive the 2nd and 3rd reading of Ordinance 559 making it effective upon publication. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Kluss setting semi-annually as the frequency of updates to the Code with new ordinances. Motion passed 4-0.

Motion by Beyer, 2nd by Strutt to approve Resolution 2021-44 - adopting the proposed Comprehensive Solid Waste Management Plan Update 7 by the South Central Iowa Sanitary Landfill Agency. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Coon to approve Resolution 2021-45 – establishing a Procurement Policy for the City as an applicant for a Federal award. Roll call all ayes, motion passed.

Motion by Strutt, 2nd by Kluss to approve Resolution 2021-60 – establishing a Fraud Reporting Policy for the City as an applicant for a Federal award. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Strutt to approve Resolution 2021-61 – establishing a Policy to Protect Personally Identifiable Information for the City as an applicant for a Federal award. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Strutt to approve Resolution 2021-58 – establishing a policy that proceeds from the sale of City-owned equipment be placed in the Depreciation-Equipment Non-Road Use Tax Fund. Roll call all ayes, motion passed.

Council had discussion on possible City Projects to be included in the Resolution for the November Council meeting to authorize future TIF indebtedness to be incurred. They discussed including the Wastewater Project

GO debt payments, the possible pavilion at Heritage Park, Walnut Street sidewalks and the possible Walnut Streetscape project (the last three items would require an amendment to the urban renewal plan).

Council set the 2022/2023 budget strategy discussion meeting for Tuesday, November 16th at 7:00 pm

Council reports-Coon stated the Candidate Forum is October 21st at 7:00 pm at the Library.

Mayor's report-Kidd stated he is still researching detention pond wildflower seeding and he will discuss with Brian further.

The meeting adjourned at 8:26 pm.

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	Oct Serv	\$240.00
Access Systems Leasing	Copier	\$725.55
Access Systems Leasing	Copier	\$656.45
Access Systems	Supplies	\$149.96
Agsources Cooperative Svcs	Tests	\$961.00
Ahlers & Cooney, Pc	Sept Serv	\$964.00
Anderson, Hailee	Lifeguard Cert	\$175.00
Andy Schmitz	Trees	\$270.00
Baker & Taylor Co.	Books	\$594.46
Baldon Hardware	Supplies	\$15.04
Bay Bridge Administrators	Insurance	\$100.42
Bennett Bright	Trees	\$800.00
Brenton Arboretum	Trees	\$240.00
Brown, Fagen & Rouse	Oct Serv	\$2,600.00
Center Point Large Print	Books	\$151.27
Centurylink	Oct Serv	\$834.51
Compass Minerals America	Supplies	\$3,935.67
Core & Main	Repairs	\$240.00
Crossroads Ag, Llc	Supplies	\$326.25
Culligan Water System	Sept Serv	\$41.05
Dallas Cnty Local Housing Trst	Dues	\$1,734.00
Allen Jay Winter	Trees	\$7,980.00
Dallas County Treasurer	Sept Serv	\$18,165.06
Deaton Truck and Auto Inc	Repairs	\$474.55
Delta Dental	Insurance	\$33.90
Delta Dental	Insurance	\$576.70
Digital Stew Services	Sept Serv	\$365.37
Iowa Dnr	User Fee	\$95.00
Eftps	Taxes	\$3,521.89
Eftps	Taxes	\$3,663.04
Electronic Engineering	Repairs	\$325.52
Gatehouse- Db Iowa Holdings	Publications	\$332.82
Gis Benefits	Insurance	\$39.88

Gis Benefits	Insurance	\$28.52
Grimes Asphalt	Street Improvement	\$209,670.00
Hawkeye Truck Equipment	Equip	\$400.00
Heartland Co-Op	Sept Serv	\$858.12
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Hofland, Joel	Hsa	\$50.00
Hsa Riesselman, Cindy	Hsa	\$275.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$200.00
Hsa Steele, Kathy	Hsa	\$200.00
Interstate All Battery	Supplies	\$12.30
Iowa Firefighters Assoc.	Dues	\$391.00
Michael Bevins	Trees	\$629.50
Iowa One Call	Aug Serv	\$33.30
Ipers	Ipers	\$5,142.02
Iron Mountain	Sept Serv	\$86.91
Karen Mccleary	Sept Serv	\$675.00
Leaf	Copier	\$102.08
Eddie Leedom	Sept Serv	\$374.28
Logan Contractors Supply Inc	Repairs	\$216.86
Manatts	Concrete	\$514.00
Marlyce Carr	Sidewalk Reimb	\$312.00
Menards	Supplies	\$402.12
Midamerican Energy	Sept Serv	\$6,528.31
Midamerican Energy	Sept Serv	\$1,057.20
Minburn Communications	Sept Serv	\$54.99
Moss Bros, Inc	Supplies	\$27.73
Napa Auto Parts	Repairs	\$753.19
Nationwide Retirement Sol	Deferred Comp	\$450.00
Office Depot	Supplies	\$158.85
Opn Architects, Inc	Site Plan	\$709.50
Overdrive, Inc	Subscription	\$592.14
Praxair Distribution	Sept Serv	\$38.08
Cindy Riesselman	Mileage	\$9.52
Treasurer - State Of Iowa	Taxes	\$1,151.75
Treasurer - State Of Iowa	Taxes	\$2,354.44
Sandry Fire Supply	Air Packs	\$53,639.00
Simmering-Cory/Iowa Codifi.	Annual Serv	\$1,200.00
Sprayer Specialties, Inc	Sign	\$210.00
Kathy Steele	Mileage	\$21.50
Strauss Security Solutions	Repairs	\$257.85
Trugreen And Action Pest Cntrl	Sept Serv	\$3,991.57
Uhs Premium Billing	Insurance	\$441.86
Uhs Premium Billing	Insurance	\$8,939.43
Usa Blue Book	Supplies	\$339.10
Veenstra & Kimm	Sept Serv	\$9,490.92
Verizon Wireless	Oct Serv	\$280.07

Treasurer - State of Iowa	Taxes	\$1,107.00
Waste Management	Sept Serv	\$19,835.60
Wells Fargo	Supplies	\$1,773.33
	Total Paid	\$387,464.30

General	\$202,699.05
Capital Imprv	\$54,348.50
Rut	\$96,443.01
T&A(Eb)	\$11,439.79
Water	\$14,158.85
Sewer	\$8,236.74
Storm District	\$138.36
Total Funds	\$387,464.30

Revenues

General Total	\$90,010.71
T&A (Pd) Benevolent Total	\$0.17
T&A(Ft) Total	\$3.12
T&A(Sc) Total	\$0.62
Capital Improvement Total	\$7.34
T&A(SI) Total	\$251.45
Rut Total	\$31,629.72
T&A(Eb) Total	\$9,940.03
Local Option Sales Tax Total	\$36,308.16
Tif Total	\$9,348.62
Burnett Project Total	\$21.81
T&A(Burnett Cap Improve) Total	\$20.36
Debt Service Total	\$27,124.14
Cap Imprv-ARPA Total	\$29.13
T&A(B) Total	\$0.78
T&A(Y) Total	\$0.77
Water Total	\$50,023.76
Sewer Total	\$38,578.16
Storm District Total	\$4,789.13
Total Revenue by Fund	\$298,087.98

The Dallas Center City Council met in special session October 25, 2021 at 7:00 pm. Mayor Kidd called the meeting to order. Council members present included Ryan Coon, Danny Beyer, Curt Pion and Ryan Kluss. Amy Strutt was present via telephone.

Mayor Kidd amended the agenda to add an item after item 2 to allow Bob Haxton to address the council.

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

Bob Haxton-stated his opposition to the Urban Renewal Plan Amendment No. 7.

Public Works/Public Safety Building Master Plan

Council reviewed OPN Architects, Inc. proposed site plan.

Motion by Beyer, 2nd by Kluss to accept the proposed site plan. Motion passed 5-0.

Amendment No. 7 to the Urban Renewal Plan (adding Heritage Park Improvements, Downtown Streetscape and Green Corridor, and Walnut Street Improvements as additional projects – no land area added)

Veenstra gave an overview of the proposed plan and stated the dollar amounts are a placeholder and are not actual project costs. He also stated this is necessary when adding projects to the plan so that the plan does not have to be amended again when the projects are actually bid. He also stated these amounts include possible administrative costs for the potential future projects.

Motion by Kluss, 2nd by Coon to approve Resolution 2021-54 – determining necessity and setting dates of a consultation (3:30 p.m. on November 3, 2021) and a public hearing (7 p.m. on November 9, 2021) on proposed Amendment No. 7 to the Dallas Center Urban Renewal Plan in the City of Dallas Center, Iowa. Roll call all ayes, motion passed.

Storm Water discharge from 602 Northview Drive

Veenstra gave an overview of the possible storm discharge solutions. He has discussed the options with the Public Works Department and they are comfortable performing the majority of the work with either option. Council and Veenstra discussed potential future phases regarding storm water in this area.

Motion by Coon, 2nd by Kluss directing Veenstra to pursue option 2. Motion passed 5-0.

Discussion on possible purchase of real estate by the City

Motion by Coon, 2nd by Beyer to hold a closed session to discuss the purchase of particular real estate where premature disclosure could be reasonably expected to increase the price the City would have to pay for the property, pursuant to Iowa Code Section 21.5(1)(j) [requires the public vote of either two-thirds of the whole Council, or all of the members present]. Roll call all ayes, motion passed.

Council entered closed session.

Motion by Kluss, 2nd by Beyer to rise from closed session. Roll call all ayes, motion passed.

Mayor Kidd announced there is no action to be taken as a result of the closed session.

The meeting adjourned at 8:00 pm.

Cindy Riesselman, City Clerk

TREASURER'S REPORT
CALENDAR 10/2021, FISCAL 4/2022

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	674,924.82	378,452.25	214,959.64	.00	838,417.43
011 T&A (PD) BENEVOLENT	786.37	.14	.00	.00	786.51
015 T&A(FT)	329,184.44	2.59	.00	.00	329,187.03
021 T&A(SC)	12,805.64	.51	.00	.00	12,806.15
029 CAPITAL IMPROVEMENT	115,331.38	5.95	709.50	.00	114,627.83
041 T&A(SL)	6,575.88	4.08	.00	.00	6,579.96
110 RUT	170,971.57	21,117.14	97,694.44	.00	94,394.27
112 T&A(EB)	25,353.91	66,814.19	15,420.29	.00	76,747.81
119 EMERGENCY LEVY FUND	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	697,390.31	36,307.79	4,689.00	.00	729,009.10
125 TIF	4,526.94	72,127.25	52,131.92	.00	15,468.39
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	624,152.06	18.07	.00	.00	624,170.13
168 T&A(BC)	.00	.00	.00	.00	.00
169 T&A(BURNETT CAP IMPROVE)	315,547.95	16.87	.00	.00	315,564.82
177 T&A(PD)	.00	.00	.00	.00	.00
180 REC TRAIL	.00	.00	.00	.00	.00
200 DEBT SERVICE	107,284.00	118,718.72	600.00	.00	225,402.72
301 CAP IMPROVE WASTEWATER	.00	.00	.00	.00	.00
308 CAP IMPROVE - LIBRARY	.00	.00	.00	.00	.00
310 CAP IMPRV-AMERICAN RESCUE	132,400.84	24.13	.00	.00	132,424.97
501 T&A(B)	15,526.48	.64	.00	.00	15,527.12
502 T&A(Y)	13,507.15	.64	.00	.00	13,507.79
600 WATER	354,818.12	45,554.96	22,932.22	.00	423,305.30
602 WATER CAPITAL OUTLAY	528,732.37	.00	53,291.50	.00	475,440.87
610 SEWER	542,932.73	86,360.36	13,398.14	.00	615,894.95
740 STORM DISTRICT	47,606.07	4,707.36	276.72	.00	52,036.71
Report Total	4,711,305.15	830,233.64	430,238.93	.00	5,111,299.86

BALANCE SHEET
CALENDAR 10/2021, FISCAL 4/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	13,411.14	32,594.39
011-000-1110	CHECKING-T&A(PD) BENEVOLENT	.00	.00
015-000-1110	CHECKING-T&A(FI)	.00	.00
021-000-1110	CHECKING-T&A(SC)	.00	.00
029-000-1110	CHECKING-DEPR POLICE	.00	.00
029-000-1111	CHECKING-DEPR NON RUT EQUIP	.00	.00
029-000-1112	CHECKING-DEPR PARK	.00	.00
029-000-1113	CHECKING-DEPR SWIM POOL	.00	.00
029-000-1114	CHECKING-DEPR P/W BLDG	.00	.00
029-000-1115	CHECKING-DEPR FD EQUIP	.00	.00
041-000-1110	CHECKING-T&A(SL)	.00	.00
110-000-1110	CHECKING-RUT	.00	.00
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	6,382.68	15,198.69
119-000-1110	CHECKING-EMERG LEVY	.00	.00
121-000-1110	CHECKING-LOST	.00	.00
121-000-1111	CHECKING-LOST PROP TAX RELIEF	.00	.00
121-000-1112	CHECKING-LOST SWIM POOL	.00	.00
125-000-1110	CHECKING-TIF	.00	.00
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	.00	.00
167-000-1111	CHECKING-T&A(BURNETT REC/POOL)	.00	.00
168-000-1110	CHECKING-T&A(BURNETT LIBRARY)	.00	.00
169-000-1110	CHECKING-T&A(BURNETT CAP IMP)	.00	.00
177-000-1110	CHECKING-T&A(PD) FORFEITURE	.00	.00
180-000-1110	CHECKING-REC TRAIL	.00	.00
200-000-1110	CHECKING-DEBT SERVICE	.00	.00
305-000-1110	CHECKING-PLAYGROUND EQUIP	.00	.00
307-000-1110	CHECKING-2012 HWY 44 TURN LANE	.00	.00
301-000-1110	CHECKING-CAP IMPROVE SEWER	.00	.00
308-000-1110	CHECKING-CAP IMPROVE - LIBRARY	.00	.00
310-000-1110	CHECKING-CAP IMPRV ARPA	.00	.00
501-000-1110	CHECKING-T&A(B)	.00	.00
502-000-1110	CHECKING-T&A(Y)	.00	.00
600-000-1110	CHECKING-WATER	11,327.74	23,773.63
600-000-1111	CHECKING-WATER SINKING	.00	.00
600-000-1112	CHECKING-T&A(M)	.00	.00
600-000-1113	CHECKING-WATER IMPROVEMENT	.00	.00
600-000-1114	CHECKING-WATER RESERVE	.00	.00
602-000-1110	CHECKING-WATER CAP OUTLAY	.00	.00
610-000-1110	CHECKING-SEWER	7,289.99	21,985.69
610-000-1111	CHECKING-SEWER SINKING	.00	.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	578.05-	4,347.32
	CHECKING TOTAL	37,833.50	97,899.72
001-000-1120	PETTY CASH	.00	100.00

BALANCE SHEET
CALENDAR 10/2021, FISCAL 4/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
	PETTY CASH TOTAL	.00	100.00
001-000-1160	SAVINGS-GENERAL	150,081.47	395,723.04
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.14	786.51
015-000-1160	SAVINGS-T&A(FT)	2.59	14,187.03
021-000-1160	SAVINGS-T&A(SC)	.51	2,806.15
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	.00	32,772.06-
029-000-1162	SAVINGS-DEPR PARK	.82	4,489.00
029-000-1163	SAVINGS-DEPR SWIM POOL	2.22	12,196.33
029-000-1164	SAVINGS-DEPR P/W BLDG	706.59-	15,966.56
029-000-1165	SAVINGS-DEPR FIRE	.00	10,252.00-
041-000-1160	SAVINGS-T&A(SL)	4.08	6,579.96
110-000-1160	SAVINGS-RUT	76,577.30-	80,660.62
110-000-1161	SAVINGS-DEPR RUT EQUIP	.00	13,733.65
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	45,011.22	61,549.12
119-000-1160	SAVINGS-EMERG LEVY	.00	.00
121-000-1160	SAVINGS-LOST	31,605.91	123,344.10
121-000-1161	SAVINGS-LOST PROP TAX RELIEF	.00	.00
121-000-1162	SAVINGS-LOST SWIM POOL	12.88	70,665.00
125-000-1160	SAVINGS-TIF	19,995.33	15,468.39
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	15.29	83,898.53
167-000-1161	SAVINGS-T&A(BURNETT REC/POOL)	2.78	15,271.60
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	.00	.00
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	16.87	92,564.82
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	.00	.00
200-000-1160	SAVINGS-DEBT SERV	118,118.72	225,402.72
305-000-1160	SAVINGS-PLAYGROUND EQUIP	.00	.00
307-000-1160	SAVINGS-2012 HWY 44 TURN LANE	.00	.00
301-000-1160	SAVINGS-CAP IMPROVE SEWER	.00	.00
308-000-1160	SAVINGS-CAP IMPROVE - LIBRARY	.00	.00
310-000-1160	SAVINGS-CAP IMPRV ARPA	24.13	132,424.97
501-000-1160	SAVINGS-T&A(B)	.64	3,527.12
502-000-1160	SAVINGS-T&A(Y)	.64	3,507.79
600-000-1160	SAVINGS-WATER	47,167.57	337,251.49
600-000-1161	SAVINGS-WATER SINKING	9,991.87	47,738.62
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	.00
602-000-1160	SAVINGS-WATER CAP OUTLAY	53,291.50-	475,440.87
610-000-1160	SAVINGS-SEWER	54,557.23	520,622.93
610-000-1161	SAVINGS-SEWER SINKING	11,115.00	59,943.67
610-000-1162	SAVINGS-SEWER RESERVE	.00	.00
610-000-1163	SAVINGS-SEWER IMPROVEMENT	.00	13,342.66
740-000-1160	SAVINGS-STORM DISTRICT	5,008.69	47,689.39
	SAVINGS TOTAL	362,161.21	2,848,300.14

BALANCE SHEET
CALENDAR 10/2021, FISCAL 4/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1170	CD#47415-GENERAL	.00	410,000.00
001-000-1171	CD-GENERAL	.00	.00
015-000-1170	CD#47614-T&A (FT)	.00	200,000.00
015-000-1171	CD#47415-T&A (FT)	.00	115,000.00
021-000-1170	CD#47614-T&A (SC)	.00	10,000.00
029-000-1170	CD-DEPR POLICE	.00	.00
029-000-1171	CD#47415-DEPR NON RUT EQUIP	.00	25,000.00
029-000-1172	CD-DEPR PARK	.00	.00
029-000-1173	CD#47415-DEPR SWIM POOL	.00	60,000.00
029-000-1174	CD-DEPR P/W BLDG	.00	.00
029-000-1175	CD#47415-DEPR P/W BLDG	.00	40,000.00
029-000-1176	CD#47296-DEPR FIRE	.00	.00
110-000-1170	CD-RUT	.00	.00
110-000-1171	CD-DEPR RUT EQUIP	.00	.00
121-000-1172	CD#47614-LOST SWIM POOL	.00	425,000.00
121-000-1173	CD#47415-LOST SWIM POOL	.00	110,000.00
167-000-1170	CD#47415-T&A(BURNETT REC)	.00	200,000.00
167-000-1171	CD#47415-T&A(BURNETT REC/POOL)	.00	325,000.00
167-000-1172	CD#47296-T&A(BURNETT REC)	.00	.00
168-000-1170	CD#47296-T&A(BURNETT LIBRARY)	.00	.00
169-000-1170	CD#47415-T&A(BURNETT CAP IMPR)	.00	123,000.00
169-000-1171	CD#47614-T&A(BURNETT CAP IMPR)	.00	100,000.00
308-000-1170	CD#47296-CAP IMPROVE LIBRARY	.00	.00
310-000-1170	CD-CAP IMPRV ARPA	.00	.00
501-000-1170	CD#47415-T&A(B)	.00	12,000.00
502-000-1170	CD#47415-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	2,165,000.00
	TOTAL CASH	399,994.71	5,111,299.86

BUDGET REPORT
CALENDAR 10/2021, FISCAL 4/2022

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-110-6010	POLICE-WAGES	.00	.00	.00	.00
001-110-6181	POLICE-CLOTHING	.00	.00	.00	.00
001-110-6210	POLICE-DUES,M'SHIPS, SPE	.00	.00	.00	.00
001-110-6230	POLICE-TRAINING	.00	.00	.00	.00
001-110-6310	POLICE-OFFICE RENTAL/MAI	.00	.00	.00	.00
001-110-6331	POLICE-VEHICLE OPERATION	.00	.00	.00	.00
001-110-6332	POLICE-VEHICLE/EQUIP REP	.00	.00	.00	.00
001-110-6371	POLICE-UTILITIES	.00	.00	.00	.00
001-110-6373	POLICE-TELEPHONE	.00	.00	.00	.00
001-110-6413	PAYMENTS - OTHER AGENCIE	157,564.00	13,130.33	51,973.07	32.99
001-110-6419	POLICE-TECHNOLOGY SERVIC	.00	.00	.00	.00
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	.00	.00	.00	.00
001-110-6599	POLICE-PUBLIC RELATIONS	.00	.00	.00	.00
011-110-6599	T&A(PD) BENEVOLENT	787.00	.00	.00	.00
029-110-6799	DEPR-POLICE EXPENSE	.00	.00	.00	.00
112-110-6110	POLICE-FICA	9,770.00	814.16	3,211.14	32.87
112-110-6130	POLICE-IPERS	11,890.00	985.51	3,904.75	32.84
112-110-6150	POLICE-GROUP INSURANCE	36,953.00	3,079.44	12,298.81	33.28
112-110-6155	POLICE-CITY SHARE HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	1,078.00	89.82	359.28	33.33
112-110-6170	POLICE-UNEMPLOYMENT	190.00	15.80	60.80	32.00
112-110-6181	POLICE-UNIFORM ALLOWANCE	600.00	50.00	150.00	25.00
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	218,832.00	18,165.06	71,957.85	32.88
001-150-6010	FIRE DEPT-SALARIES	15,000.00	730.00	1,600.00	10.67
001-150-6150	FIRE DEPT-GROUP INSURANC	750.00	.00	.00	.00
001-150-6210	FIRE DEPT-DUES	300.00	391.00	391.00	130.33
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	65.14	338.42	11.28
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	.00	2,177.75	19.80
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	137.80	551.58	34.47
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	4,000.00	456.19	944.99	23.62
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	5,000.00	.00	.00	.00
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	38.08	196.67	6.56
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	58,000.00	325.52	1,843.90	3.18
015-150-6505	T&A(FI)-EXPENSES	.00	.00	.00	.00
029-150-6504	DEPR-FD MINOR EQUIPMENT	55,000.00	.00	53,639.00	97.53
112-150-6110	FIRE-FICA	1,148.00	55.87	122.47	10.67
112-150-6130	FIRE-IPERS	559.00	3.70	12.08	2.16
112-150-6155	FIRE-CITY SHARE HSA	.00	1.08	1.08	.00
112-150-6160	FIRE-WORKER'S COMP	6,500.00	.00	.00	.00
	FIRE TOTAL	171,357.00	2,204.38	61,818.94	36.08
001-170-6407	BUILDING INSPECTION FEES	50,000.00	392.80	5,279.20	10.56
	BUILDING INSPECTIONS TOT	50,000.00	392.80	5,279.20	10.56
001-190-6499	ANIMAL IMPOUNDMENT	500.00	.00	.00	.00

BUDGET REPORT
CALENDAR 10/2021, FISCAL 4/2022

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	ANIMAL CONTROL TOTAL	500.00	.00	.00	.00
	PUBLIC SAFETY TOTAL	440,689.00	20,762.24	139,055.99	31.55
001-210-6010	STREETS-WAGES	47,376.00	1,541.32	6,165.28	13.01
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	.00	59.00	8.43
001-210-6332	STREETS-VEHICLE MAINT	.00	.00	.00	.00
001-210-6417	STREETS-PROJECTS	115,670.00	115,670.00	115,670.00	100.00
001-210-6419	STREETS-TECHNOLOGY SERV	1,800.00	60.02	720.04	40.00
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	.00	25.00	2.50
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,500.00	53.49	83.49	5.57
021-210-6417	T&A(SC)-REFUNDS	1,000.00	.00	.00	.00
029-210-6710	DEPR-NON RUT EQUIP	35,000.00	.00	34,033.17	97.24
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	193.54	877.33	29.24
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	104,400.00	94,000.00	98,026.63	93.90
110-210-6425	RUT-SIDEWALK IMPROVEMENT	2,000.00	312.00	312.00	15.60
110-210-6490	RUT-FAIR VIEW DR SIDEWAL	13,000.00	175.00	8,293.40	63.80
110-210-6504	RUT-STREET EQUIP	.00	.00	.00	.00
110-210-6710	RUT-DEPR EQUIP EXPENSES	35,000.00	.00	34,033.18	97.24
112-210-6110	STREETS-FICA - STREETS	3,624.00	117.93	502.30	13.86
112-210-6130	STREETS-IPERS	4,472.00	144.27	598.76	13.39
112-210-6150	STREETS-GROUP INSURANCE	11,926.00	869.33	3,466.49	29.07
112-210-6155	CITY SHARE- HSA	2,325.00	12.83	61.03	2.62
112-210-6160	STREETS-WORKER'S COMP	5,000.00	.00	.00	.00
112-210-6170	STREETS-UNEMPLOYMENT	.00	.00	.00	.00
112-210-6181	STREETS-UNIFORM ALLOWANC	400.00	.00	400.00	100.00
	ROADS, BRIDGES, SIDEWALK	389,193.00	213,149.73	303,327.10	77.94
110-230-6371	RUT-STREET LIGHTS	22,000.00	2,613.90	6,708.22	30.49
110-230-6509	RUT-STREET SIGNS	2,500.00	.00	77.50	3.10
	STREET LIGHTING TOTAL	24,500.00	2,613.90	6,785.72	27.70
110-250-6331	RUT-SNOW REM VEHICLE OPE	3,500.00	.00	.00	.00
110-250-6332	RUT-SNOW REM VEHICLE REP	4,000.00	.00	.00	.00
110-250-6499	RUT-SNOW REM CONTRACT LA	4,000.00	.00	.00	.00
110-250-6599	RUT-SNOW REM SUPPLIES	10,000.00	400.00	400.00	4.00
	SNOW REMOVAL TOTAL	21,500.00	400.00	400.00	1.86
001-290-6010	GARBAGE-WAGES	16,098.00	1,227.13	4,863.77	30.21
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	.00	.00
001-290-6418	GARBAGE-SALES TAX	5,000.00	937.08	2,321.25	46.43
001-290-6499	GARBAGE-FEES	231,846.00	19,835.60	79,445.61	34.27
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	.00	.00	.00
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	1,400.00	93.33
112-290-6110	GARBAGE-FICA	1,231.00	93.86	372.01	30.22
112-290-6130	GARBAGE-IPERS	1,520.00	115.86	459.19	30.21
112-290-6150	GARBAGE-GROUP INSURANCE	10,552.00	747.05	2,989.37	28.33
112-290-6155	GARBAGE-CITY SHARE HSA	1,850.00	31.25	121.10	6.55
	GARBAGE TOTAL	272,992.00	22,987.83	91,972.30	33.69
001-299-6010	GARAGE-WAGES	29,458.00	2,192.27	8,769.04	29.77

BUDGET REPORT
CALENDAR 10/2021, FISCAL 4/2022

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-299-6310	GARAGE-BUILDING REPAIRS	10,000.00	.00	7,820.00	78.20
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	210.21	894.00	25.54
001-299-6332	GARAGE-VEHICLE REPAIRS	26,000.00	1,227.74	13,806.10	53.10
001-299-6371	GARAGE-UTILITIES	3,500.00	82.10	333.22	9.52
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,500.00	216.86	1,266.51	28.14
001-299-6490	STREET TREES	28,000.00	.00	213.00	.76
001-299-6507	GARAGE-OPERATING SUPPLIE	5,000.00	357.43	500.49	10.01
029-299-6799	DEPR-P/W BLDG EXPENSE	15,000.00	709.50	4,605.67	30.70
112-299-6110	GARAGE-FICA	2,254.00	167.72	670.86	29.76
112-299-6130	GARAGE-IPERS	2,781.00	205.61	809.17	29.10
112-299-6150	GARAGE-GROUP INSURANCE	7,884.00	543.63	2,172.38	27.55
112-299-6155	GARAGE-CITY SHARE HSA	1,463.00	28.92	112.43	7.68
112-299-6160	GARAGE-WORKER'S COMP	1,600.00	.00	.00	.00
	OTHER PUBLIC WORKS TOTAL	140,940.00	5,941.99	41,972.87	29.78
	PUBLIC WORKS TOTAL	849,125.00	245,093.45	444,457.99	52.34
001-350-6501	MOSQUITO SPRAYING	8,000.00	.00	.00	.00
	WATER,AIR,MOSQUITO CONTR	8,000.00	.00	.00	.00
001-399-6590	COVID-19 EXPENSES	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV	.00	.00	.00	.00
	HEALTH & SOCIAL SERVICES	8,000.00	.00	.00	.00
001-410-6010	LIBRARY-WAGES	89,269.00	5,956.58	23,757.48	26.61
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	8,000.00	415.00	3,209.33	40.12
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	.00	.00
001-410-6340	LIBRARY-COMPUTER MAINT	6,000.00	.00	.00	.00
001-410-6371	LIBRARY-UTILITIES	16,000.00	596.46	4,226.29	26.41
001-410-6373	LIBRARY-TELEPHONE	2,500.00	310.69	1,352.16	54.09
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,400.00	102.08	408.32	29.17
001-410-6502	LIBRARY-BOOKS	16,000.00	1,321.70	4,781.87	29.89
001-410-6505	LIBRARY-OFFICE FURNITURE	2,000.00	.00	94.25	4.71
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,500.00	267.28	998.44	15.36
001-410-6508	LIBRARY-POSTAGE	1,000.00	.00	88.75	8.88
001-410-6599	LIBRARY-EQUIPMENT	.00	.00	.00	.00
041-410-6502	T&A(SL)-EXPENSES	.00	.00	.00	.00
112-410-6110	LIBRARY-FICA	6,829.00	455.68	1,817.50	26.61
112-410-6130	LIBRARY-IPERS	8,427.00	562.30	2,242.64	26.61
112-410-6150	LIBRARY-GROUP INSURANCE	20,688.00	1,808.84	7,229.93	34.95
112-410-6155	LIBRARY-CITY SHARE HSA	5,000.00	100.00	400.00	8.00
112-410-6160	LIBRARY-WORKER'S COMP	250.00	.00	.00	.00
121-410-6770	LOST-CAP OUTLAY LIBRARY	.00	.00	.00	.00
168-410-6721	T&A(BURNETT LIBRARY)-EXP	.00	.00	.00	.00
501-410-6502	T&A BOOKS-EXPENSE	.00	.00	.00	.00
	LIBRARY TOTAL	190,613.00	11,896.61	50,606.96	26.55

BUDGET REPORT
CALENDAR 10/2021, FISCAL 4/2022

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-430-6010	PARKS-WAGES	45,721.00	4,686.23	19,476.93	42.60
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	12,000.00	272.51	314.55	2.62
001-430-6320	PARKS-GROUND MAINT/REPAI	12,000.00	5,079.98	7,054.20	58.79
001-430-6331	PARKS-VEHICLE OPERATION	2,000.00	240.00	1,131.02	56.55
001-430-6350	PARKS-EQUIP REPAIRS	1,000.00	11.06	796.26	79.63
001-430-6371	PARKS-UTILITIES	2,500.00	213.07	732.33	29.29
001-430-6385	PARKS-PRAIRIE MEADOW GRA	.00	.00	.00	.00
001-430-6390	PARKS-DALLAS COUNTY FOUN	5,000.00	.00	.00	.00
001-430-6399	PARKS-PARK EQUIP/MAINT	20,000.00	.00	.00	.00
001-430-6450	PARKS-TREE MAINT	8,500.00	7,980.00	7,980.00	93.88
001-430-6460	TREES PLEASE GRANT EXPEN	2,000.00	.00	.00	.00
001-430-6461	TREES FOREVER GRANT EXPE	1,500.00	1,939.50	1,939.50	129.30
001-430-6495	PARKS-ACTIVITIES	200.00	.00	.00	.00
001-430-6505	PARKS-WELLMARK GRANT	25,000.00	.00	.00	.00
001-430-6507	PARKS-MISC OPERATING SUP	2,000.00	.00	49.76	2.49
029-430-6720	DEPR-PARK EXPENSES	.00	.00	.00	.00
112-430-6110	PARKS-FICA	3,498.00	358.52	1,490.03	42.60
112-430-6130	PARKS-IPERS	3,523.00	429.62	1,606.38	45.60
112-430-6150	PARKS-GROUP INSURANCE	2,078.00	150.09	592.50	28.51
112-430-6155	PARKS-CITY SHARE HSA	413.00	38.91	144.85	35.07
112-430-6160	PARKS-WORKER'S COMP	675.00	.00	.00	.00
112-430-6181	PARKS-UNIFORM ALLOWANCE	400.00	.00	.00	.00
167-430-6320	T&A(BURNETT REC)-PARK IM	80,000.00	.00	.00	.00
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	230,208.00	21,399.49	43,308.31	18.81
001-440-6010	SWIM POOL-WAGES	52,650.00	601.39	19,240.00	36.54
001-440-6230	SWIM POOL-TRAINING	500.00	175.00	175.00	35.00
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	156.45	156.45	1.56
001-440-6350	SWIM POOL-OPER EQUIP REP	1,000.00	.00	.00	.00
001-440-6371	SWIM POOL-UTILITIES	3,500.00	117.69	2,602.14	74.35
001-440-6373	SWIM POOL-TELEPHONE	500.00	28.98	115.97	23.19
001-440-6418	SWIM POOL-SALES TAX	2,500.00	.00	719.25	28.77
001-440-6501	SWIM POOL-CHEM/INSPEC	6,000.00	.00	811.05	13.52
001-440-6507	SWIM POOL-OPERATING SUPP	3,000.00	87.97	399.79	13.33
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	4,028.00	46.01	1,471.90	36.54
112-440-6130	SWIM POOL-IPERS	722.00	56.49	223.21	30.92
112-440-6150	SWIM POOL-GROUP INS	4,015.00	231.33	925.91	23.06
112-440-6155	SWIM POOL-CITY SHARE HSA	663.00	12.41	49.12	7.41
112-440-6160	SWIM POOL-WORKER'S COMP	2,000.00	.00	.00	.00
166-440-6599	T&A(REC PROGRAM) EXPENSE	.00	.00	.00	.00
167-440-6801	T&A(BURNETT REC) PRINCIP	.00	.00	.00	.00
169-440-6750	T&A(BURNETT CAP IMPR)-PA	55,000.00	.00	.00	.00
180-440-6320	REC TRAIL-EXPENSES	.00	.00	.00	.00
180-440-6380	REC TRAIL-PROJ MAIN ST G	.00	.00	.00	.00
180-440-6407	ENGINEERING	.00	.00	.00	.00
180-440-6499	REC TRAIL-TRAILHEAD ARTW	.00	.00	.00	.00
180-440-6801	REC TRAIL-BURNETT PRINC	.00	.00	.00	.00
180-440-6851	REC TRAIL-BURNETT INT	.00	.00	.00	.00

BUDGET REPORT
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PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
502-440-6505	T&A YOUTH-EXPENSES	.00	.00	.00	.00
	RECREATION TOTAL	146,078.00	1,513.72	26,889.79	18.41
	CULTURE & RECREATION TOT	566,899.00	34,809.82	120,805.06	21.31
001-520-6210	ECON DEV-DUES	4,500.00	.00	4,057.50	90.17
001-520-6371	ECON DEV-UTILITIES	150.00	147.38	147.38	98.25
001-520-6402	ECON DEV-ADVERTISING/SIG	1,000.00	.00	.00	.00
001-520-6407	ECON DEV-ENGINEERING	8,000.00	4,695.00	5,686.00	71.08
001-520-6413	ECON DEV-PAYMENT OTHER A	7,500.00	1,734.00	1,734.00	23.12
001-520-6470	ECON DEV-COMPLIANCE	10,000.00	382.23	1,559.06	15.59
001-520-6490	ECON DEV-MISC EXPENSE	3,000.00	.00	.00	.00
001-520-6495	ECON DEV-ACTIVITIES	.00	.00	5,798.00	.00
001-520-6499	ECON DEV-OTHER PROF SERV	5,000.00	964.00	2,049.00	40.98
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
169-520-6499	T&A(BURNETT CAP IMP)-WAL	25,000.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOT	64,150.00	7,922.61	21,030.94	32.78
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	15,000.00	4,298.12	8,847.45	58.98
001-540-6414	P&Z-PUBLICATIONS	100.00	.00	.00	.00
001-540-6490	P&Z-MISC	.00	.00	.00	.00
	PLANNING & ZONING TOTAL	15,100.00	4,298.12	8,847.45	58.59
	COMMUNITY & ECONOMIC DEV	79,250.00	12,220.73	29,878.39	37.70
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	1,600.00	16.67
001-610-6210	MAYOR/COUNCIL-DUES	1,500.00	.00	1,169.00	77.93
001-610-6401	MAYOR/COUNCIL-AUDITS	10,000.00	.00	.00	.00
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,000.00	1,113.74	2,061.96	34.37
001-610-6419	MAYOR/COUNCIL-TECHNOLOGY	1,500.00	1,200.00	1,200.00	80.00
001-610-6490	MAYOR/COUNCIL-BONDS/DUES	15,000.00	.00	.00	.00
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	14,000.00	15.90	2,866.13	20.47
112-610-6110	MAYOR/COUNCIL-FICA	734.00	5.80	23.20	3.16
112-610-6130	MAYOR/COUNCIL-IPERS	725.00	37.76	151.04	20.83
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	59,059.00	2,773.20	9,071.33	15.36
001-620-6010	CLERK-WAGES	63,957.00	4,583.60	18,648.03	29.16
001-620-6210	CLERK-DUES	150.00	.00	.00	.00
001-620-6230	CLERK-EDUCATION/TRAINING	2,000.00	956.66	1,452.66	72.63
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00
001-620-6373	CLERK-TELEPHONE/RADIOS	3,100.00	238.13	954.04	30.78
001-620-6419	CLERK-TECHNOLOGY SERVICE	15,000.00	213.47	1,887.56	12.58
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	93.75	93.75	9.38
001-620-6505	CLERK-OFFICE EQUIP PURCH	4,000.00	.00	.00	.00
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	345.28	764.30	17.77
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	.00	1,186.10	79.07

BUDGET REPORT
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PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
112-620-6110	CLERK-FICA	4,893.00	350.63	1,426.52	29.15
112-620-6130	CLERK-IPERS	6,038.00	432.70	1,760.43	29.16
112-620-6150	CLERK-GROUP INSURANCE	26,329.00	2,072.31	8,283.42	31.46
112-620-6155	CLERK-CITY SHARE HSA	5,174.00	97.25	416.35	8.05
112-620-6160	CLERK-WORKER'S COMP	375.00	.00	.00	.00
	CLERK/TREASURER/ADM TOTA	138,316.00	9,383.78	36,873.16	26.66
001-630-6403	ELECTIONS-EXPENSES	.00	.00	.00	.00
	ELECTIONS TOTAL	.00	.00	.00	.00
001-640-6405	ATTORNEY-MISC EXP	3,000.00	.00	16.20	.54
001-640-6411	ATTORNEY-RETAINER	31,200.00	2,600.00	10,400.00	33.33
	LEGAL SERVICES/ATTORNEY	34,200.00	2,600.00	10,416.20	30.46
001-650-6310	MEMORIAL HALL-BLDG MAINT	5,000.00	.00	19.76	.40
001-650-6320	MEMORIAL HALL-MISC EXPEN	1,300.00	364.06	563.40	43.34
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	450.74	1,804.36	27.76
001-650-6373	MEMORIAL HALL-TELEPHONE	600.00	50.00	200.00	33.33
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	260.00	1,040.00	24.19
001-650-6499	MEMORIAL HALL-ELEV MAINT	1,200.00	.00	475.00	39.58
	CITY HALL/GENERAL BLDGS	18,900.00	1,124.80	4,102.52	21.71
001-660-6408	GENERAL-LIABILITY INSURA	53,000.00	.00	.00	.00
	TORT LIABILITY TOTAL	53,000.00	.00	.00	.00
001-699-6490	MISC UNALLOCATED REIMB	5,000.00	15.85	71.76	1.44
	OTHER GENERAL GOVERNMENT	5,000.00	15.85	71.76	1.44
	GENERAL GOVERNMENT TOTAL	308,475.00	15,897.63	60,534.97	19.62
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	62,000.00	.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	14,592.00	.00	.00	.00
200-210-6899	DS BOND REGISTRATION FEE	1,100.00	600.00	600.00	54.55
	ROADS, BRIDGES, SIDEWALK	77,692.00	600.00	600.00	.77
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	48,000.00	.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	19,128.00	.00	.00	.00
200-815-6899	DS BOND REGISTRATIONS FE	2,732.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	69,860.00	.00	.00	.00
200-865-6801	DS PRINC-2016 SW STORM	145,000.00	.00	.00	.00
200-865-6851	DS INT-2016 SW STORM	70,795.00	.00	.00	.00
200-865-6899	DS BOND REGISTRATION	600.00	.00	.00	.00

BUDGET REPORT
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PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	STORM DISTRICT TOTAL	216,395.00	.00	.00	.00
	DEBT SERVICE TOTAL	363,947.00	600.00	600.00	.16
308-410-6770	CAP IMPROVEMENT-LIBRARY	.00	.00	.00	.00
	LIBRARY TOTAL	.00	.00	.00	.00
310-750-6374	CAP IMPRV ARPA-EXPENSES	132,333.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	132,333.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	132,333.00	.00	.00	.00
600-810-6010	WATER-WAGES	80,856.00	6,147.48	24,500.22	30.30
600-810-6110	WATER-FICA	6,185.00	470.28	1,904.87	30.80
600-810-6130	WATER-IPERS	7,633.00	577.39	2,303.68	30.18
600-810-6150	WATER-GROUP INSURANCE	20,368.00	1,504.03	6,009.00	29.50
600-810-6155	WATER-CITY SHARE HSA	3,763.00	78.42	302.73	8.04
600-810-6160	WATER-WORKER'S COMP	2,500.00	.00	.00	.00
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
600-810-6210	WATER-DUES	1,500.00	95.00	279.95	18.66
600-810-6230	WATER-TRAINING	1,500.00	.00	120.00	8.00
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	25,000.00	252.30	11,672.22	46.69
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	.00	.00	.00
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	82.95	376.01	18.80
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	.00	.00	.00	.00
600-810-6371	WATER-UTILITIES	22,000.00	2,027.32	8,569.60	38.95
600-810-6373	WATER-TELEPHONE	1,000.00	68.91	275.82	27.58
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	1,277.86	5,859.93	45.08
600-810-6401	WATER-AUDIT	.00	.00	.00	.00
600-810-6407	WATER-ENGINEERING	59,000.00	4,459.50-	.00	.00
600-810-6408	WATER-INSURANCE	8,200.00	.00	.00	.00
600-810-6411	WATER-LEGAL	20,000.00	.00	9,807.91	49.04
600-810-6418	WATER-SALES TAX EXPENSE	26,000.00	4,578.46	11,891.36	45.74
600-810-6419	WATER-TECHNOLOGY SERVICE	7,000.00	78.61	802.35	11.46
600-810-6499	WATER-TESTS	5,000.00	712.10	1,842.12	36.84
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	3,935.67	8,507.66	25.78
600-810-6506	WATER-OFFICE SUPPLIES	1,700.00	16.65	63.00	3.71
600-810-6507	WATER-OPERATING SUPPLIES	3,000.00	.00	.00	.00
600-810-6508	WATER-POSTAGE	1,500.00	.00	.00	.00
600-810-6599	WATER-MISC EXP	2,500.00	15.85	71.76	2.87
600-810-6780	WATER-CAPITAL IMPROVEMEN	510,000.00	40,392.00-	.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	.00	.00	.00	.00
600-810-6854	WATER DEPT-INT 2008 WTR	.00	.00	.00	.00
600-810-6805	WATER DEBT-PRINC 2021	110,000.00	.00	.00	.00
600-810-6855	WATER DEBT-INT 2021	9,438.00	.00	.00	.00
600-810-6851	WATER DEBT-INT 1996	.00	.00	.00	.00

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CALENDAR 10/2021, FISCAL 4/2022

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6852	WATER DEBT-INT 1999	.00	.00	.00	.00
600-810-6899	WATER-BOND REGISTRATION	1,063.00	.00	300.00	28.22
602-810-6407	WATER CAP OUTLAY-ENGINEE	.00	4,564.50	4,564.50	.00
602-810-6780	WATER CAP OUTLAY-UTIL SY	.00	48,727.00	48,727.00	.00
	WATER TOTAL	1,010,606.00	30,359.28	149,151.69	14.76
610-815-6010	SEWER-WAGES	76,516.00	5,671.85	22,597.99	29.53
610-815-6110	SEWER-FICA	5,853.00	433.88	1,759.41	30.06
610-815-6130	SEWER-IPERS	7,223.00	532.62	2,126.54	29.44
610-815-6150	SEWER-GROUP INSURANCE	21,730.00	1,644.32	6,570.74	30.24
610-815-6155	SEWER-CITY SHARE HSA	4,349.00	98.93	391.31	9.00
610-815-6160	SEWER-WORKER'S COMP	2,500.00	.00	.00	.00
610-815-6181	SEWER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
610-815-6210	SEWER-DUES	350.00	.00	.00	.00
610-815-6230	SEWER-EDUCATION/TRAINING	1,000.00	.00	120.00	12.00
610-815-6310	SEWER-BLDG REPAIR/MAINT	500.00	.00	34.89	6.98
610-815-6320	SEWER-GROUND REPAIR/MAIN	2,500.00	.00	.00	.00
610-815-6331	SEWER-VEHICLE OPERATIONS	1,600.00	82.95	376.00	23.50
610-815-6332	SEWER-VEHICLE REPAIRS	.00	.00	.00	.00
610-815-6340	SEWER-OFFICE EQUIP	.00	.00	.00	.00
610-815-6350	SEWER-OPERATION/MAINT	10,000.00	.00	515.00	5.15
610-815-6371	SEWER-UTILITIES	23,000.00	2,588.28	9,248.65	40.21
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	403.92	487.22	24.36
610-815-6407	SEWER-ENGINEERING	3,800.00	.00	2,619.84	68.94
610-815-6408	SEWER-INSURANCE	12,000.00	.00	.00	.00
610-815-6411	SEWER-LEGAL	.00	.00	.00	.00
610-815-6418	SEWER-SALES TAX EXPENSE	3,823.00	1,186.82	3,030.16	79.26
610-815-6419	SEWER-TECHNOLOGY SERVICE	7,000.00	133.59	967.28	13.82
610-815-6499	SEWER-TESTS	10,000.00	588.00	3,544.50	35.45
610-815-6506	SEWER-OFFICE SUPPLIES	200.00	16.65	63.00	31.50
610-815-6507	SEWER-SUPPLIES	500.00	.00	.00	.00
610-815-6508	SEWER-POSTAGE	1,500.00	.00	.00	.00
610-815-6599	SEWER-ADMIN EXPENSES	2,000.00	16.33	73.93	3.70
610-815-6767	SEWER-FAIR VIEW DR SAN S	.00	.00	.00	.00
610-815-6780	SEWER-CAPITAL OUTLAY PRO	.00	.00	72,854.55	.00
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	74,000.00	.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	51,958.00	.00	.00	.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	7,422.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	333,724.00	13,398.14	127,781.01	38.29
740-865-6379	STORM DISTRICT-MAINT/REP	15,000.00	.00	3,969.13	26.46
740-865-6407	STORM DISTRICT-ENGINEER	.00	.00	.00	.00
740-865-6411	STORM DISTRICT-LEGAL	.00	.00	.00	.00
740-865-6418	STORM DISTRICT-SALES TAX	1,300.00	216.72	541.80	41.68
740-865-6419	STORM DISTRICT-TECH SERV	1,000.00	60.00	720.02	72.00
740-865-6765	STORM DISTRICT-CAPITAL P	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 10/2021, FISCAL 4/2022

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
740-865-6801	STORM DISTRICT DEBT-PRIN	.00	.00	.00	.00
740-865-6851	STORM DISTRICT DEBT-INTE	.00	.00	.00	.00
740-865-6899	STORM DISTRICT DEBT-REGI	.00	.00	.00	.00
	STORM DISTRICT TOTAL	17,300.00	276.72	5,230.95	30.24
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	ENTERPRISE FUNDS TOTAL	1,361,630.00	44,034.14	282,163.65	20.72
001-910-6910	GENERAL-TRANSFERS OUT	104,772.00	.00	.00	.00
029-910-6910	DEPR-TRANSFER OUT	.00	.00	.00	.00
110-910-6910	RUT-TRANSFERS OUT	.00	.00	.00	.00
112-910-6910	T&A(EB)-TRANSFER OUT	.00	.00	.00	.00
119-910-6910	EMERGENCY-TRANSFER OUT	.00	.00	.00	.00
121-910-6910	LOST-TRANSFER OUT	189,489.00	4,689.00	18,756.00	9.90
125-910-6910	TIF-TRANSFER OUT	141,237.00	52,131.92	71,835.68	50.86
167-910-6910	T&A(BURNETT REC)-TRANSFE	.00	.00	.00	.00
168-910-6910	T&A(BURNETT LIB)-TRANSFE	.00	.00	.00	.00
169-910-6910	T&A(BURNETT CAP IMP) TRA	.00	.00	.00	.00
180-910-6910	REC TRAIL-TRANSFER OUT	.00	.00	.00	.00
200-910-6910	TRANSFER OUT	.00	.00	.00	.00
307-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00
301-910-6910	CAP IMPR WASTEWTR-TRANSF	.00	.00	.00	.00
308-910-6910	CAP IMPROVE LIBRY-TRANSF	.00	.00	.00	.00
310-910-6910	CAP IMPRV ARPA-TRANSFER	.00	.00	.00	.00
600-910-6910	WATER-TRANSFERS OUT	6,000.00	.00	.00	.00
602-910-6910	WATER CAP OUTLAY-TRANSFE	.00	.00	.00	.00
610-910-6910	SEWER-TRANSFERS OUT	6,000.00	.00	.00	.00
740-910-6910	STORM DISTRICT-TRANSFER	.00	.00	.00	.00
	TRANSFERS TOTAL	447,498.00	56,820.92	90,591.68	20.24
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	TRANSFER OUT TOTAL	447,498.00	56,820.92	90,591.68	20.24
	=====	=====	=====	=====	=====
	TOTAL EXPENSES BY FUNCTI	4,557,846.00	430,238.93	1,168,087.73	25.63
	=====	=====	=====	=====	=====

FIRE & EMS REPORT

October 2021

Total calls : 16

FIRE 4 total

1 Fire Alarm

2 Mutual aid Adel

1 structure fire

EMS 12 Total

12 calls for service (10 City/2 Rural)

October Dallas Center CFS Summary

Create Date/Time	Call Type	Location
10/1/2021 8:49	MEDICAL/AMBULANCE TRIP	1500 VINE ST, DALLAS CENTER
10/1/2021 8:57	WELFARE CHECK	904 SUGAR GROVE AVE, DALLAS CENTER
10/2/2021 10:28	SUSPICIOUS	106 14TH ST, DALLAS CENTER
10/2/2021 12:21	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
10/2/2021 15:48	INFORMATION	14TH ST / WALNUT ST, DALLAS CENTER
10/2/2021 17:31	INFORMATION	1413 WALNUT ST, DALLAS CENTER
10/2/2021 18:59	VIOLATION OF PROTECTION ORDER	903 VINE ST, DALLAS CENTER
10/2/2021 22:31	911 HANGUP	SUGAR GROVE AVE / FAIRVIEW AVE, DALLAS CENTER
10/3/2021 0:14	911 MISDIAL	1500 MAPLE ST, DALLAS CENTER
10/3/2021 1:51	EXTRA PATROL	9TH ST / SYCAMORE ST, DALLAS CENTER
10/3/2021 9:19	MEDICAL/AMBULANCE TRIP	906 LINDEN ST, DALLAS CENTER
10/3/2021 19:28	ANIMAL COMPLAINT	901 9TH ST, DALLAS CENTER
10/4/2021 2:00	EXTRA PATROL	1201 WALNUT ST, DALLAS CENTER
10/4/2021 8:40	WELFARE CHECK	1308 WALNUT ST, DALLAS CENTER
10/4/2021 13:38	FORGERY/FRAUD	2476 240TH ST, DALLAS CENTER
10/4/2021 14:27	SCAM	207 14TH ST, DALLAS CENTER
10/4/2021 22:59	VANDALISM	1503 SUGAR GROVE AVE, DALLAS CENTER
10/5/2021 13:17	CIVIL PAPER	1200 LAUREL ST, DALLAS CENTER
10/5/2021 17:36	911 MISDIAL	240 TH ST / ORDER DR, DALLAS CENTER
10/5/2021 23:18	WELFARE CHECK	1700 SUGAR GROVE, DALLAS CENTER
10/6/2021 0:19	TRAFFIC STOP	10TH ST / SUGAR GROVE AVE, DALLAS CENTER
10/6/2021 12:32	911 HANGUP	1000 SUGAR GROVE AVE, DALLAS CENTER
10/7/2021 18:27	FIRE ALARM	1006 LINDEN ST, DALLAS CENTER
10/7/2021 19:14	FOLLOW UP INVESTIGATION	104 14TH ST, DALLAS CENTER
10/8/2021 6:50	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
10/8/2021 13:22	SUSPICIOUS	601 VINE ST, DALLAS CENTER
10/8/2021 22:38	TRAFFIC STOP	502 14TH ST, DALLAS CENTER
10/9/2021 1:23	MEET COMPLAINANT	SUGAR GROVE AVE / 15TH ST, DALLAS CENTER
10/9/2021 4:23	TRESPASS	SYCAMORE ST / PERCIVAL AVE, DALLAS CENTER
10/9/2021 14:08	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
10/9/2021 14:13	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
10/9/2021 20:20	TRAFFIC STOP	QUINLAN AVE / 240TH ST, DALLAS CENTER
10/10/2021 0:59	DISTURBANCE	1602 MAPLE ST, DALLAS CENTER
10/10/2021 4:18	INFORMATION	1008 8TH ST, DALLAS CENTER
10/10/2021 13:36	JUVENILE PROBLEM	FAIRVIEW DR / NORTHVIEW DR, DALLAS CENTER
10/11/2021 1:52	SUSPICIOUS	1204 LINDEN ST, DALLAS CENTER
10/11/2021 14:36	WELFARE CHECK	1806 LINDEN ST 8, DALLAS CENTER
10/11/2021 18:29	VANDALISM	SYCAMORE ST / PERCIVAL AVE, DALLAS CENTER

10/12/2021 2:41	EXTRA PATROL	1413 WALNUT ST, DALLAS CENTER
10/12/2021 2:44	EXTRA PATROL	1201 WALNUT ST, DALLAS CENTER
10/12/2021 13:00	VEHICLE UNLOCK	1400 VINE ST, DALLAS CENTER
10/12/2021 13:56	CIVIL PAPER	203 14TH ST, DALLAS CENTER
10/12/2021 16:15	911 MISDIAL	100 PERCIVAL AVE, DALLAS CENTER
10/12/2021 19:10	DISTURBANCE	1502 WALNUT ST, DALLAS CENTER
10/13/2021 5:35	ALARM	1005 8TH ST, DALLAS CENTER
10/13/2021 14:31	EXTRA WATCH	SYCAMORE ST / PERCIVAL AVE, DALLAS CENTER
10/13/2021 17:14	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
10/13/2021 17:36	EXTRA PATROL	601 PERCIVAL AVE, DALLAS CENTER
10/13/2021 17:58	911 HANGUP	200 15 TH ST, DALLAS CENTER
10/13/2021 18:04	911 HANGUP	200 15 TH ST, DALLAS CENTER
10/14/2021 2:39	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
10/14/2021 9:55	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
10/14/2021 10:43	RETURN PHONE CALL	1202 SUGAR GROVE AVE, DALLAS CENTER
10/14/2021 16:39	EXTRA PATROL	601 PERCIVAL AVE, DALLAS CENTER
10/14/2021 22:01	SUSPICIOUS	1706 LINDEN ST, DALLAS CENTER
10/15/2021 8:33	911 HANGUP	1600 SUGAR GROVE AVE, DALLAS CENTER
10/15/2021 11:46	911 HANGUP	1000 SYCAMORE ST, DALLAS CENTER
10/15/2021 14:30	VANDALISM	590 SUGAR GROVE AVE, DALLAS CENTER
10/15/2021 16:30	ANIMAL COMPLAINT	601 PERCIVAL AVE, DALLAS CENTER
10/15/2021 18:48	ASSIST	113 LAKE SHORE DR, DALLAS CENTER
10/16/2021 12:02	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
10/16/2021 22:10	MEDICAL/AMBULANCE TRIP	1006 LINDEN ST, DALLAS CENTER
10/17/2021 15:28	RETURN PHONE CALL	1200 ASH ST, DALLAS CENTER
10/17/2021 17:07	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
10/17/2021 18:10	ANIMAL CONTROL	1704 LINDEN ST, DALLAS CENTER
10/17/2021 20:28	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
10/17/2021 22:32	911 MISDIAL	240 TH ST / ORDER DR, DALLAS CENTER
10/17/2021 22:51	MEDICAL/AMBULANCE TRIP	1302 SUGAR GROVE AVE, DALLAS CENTER
10/17/2021 23:27	EXTRA PATROL	1201 WALNUT ST, DALLAS CENTER
10/18/2021 0:11	EXTRA PATROL	802 PERCIVAL AVE, DALLAS CENTER
10/18/2021 7:15	TRAFFIC STOP	QUINLAN AVE / 240TH ST, DALLAS CENTER
10/18/2021 9:39	RETURN PHONE CALL	908 FAIRVIEW DR, DALLAS CENTER
10/18/2021 11:04	MVC-PD	1202 SUGAR GROVE AVE, DALLAS CENTER
10/18/2021 12:53	MEDICAL/AMBULANCE TRIP	1202 SUGAR GROVE AVE, DALLAS CENTER
10/18/2021 18:13	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
10/18/2021 18:59	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
10/19/2021 9:57	CIVIL PAPER	801 LINDEN ST, DALLAS CENTER
10/20/2021 2:07	EXTRA PATROL	1201 WALNUT ST, DALLAS CENTER
10/20/2021 3:15	EXTRA PATROL	802 PERCIVAL AVE, DALLAS CENTER

10/20/2021 5:24	911 HANGUP	1300 WALNUT ST, DALLAS CENTER
10/20/2021 8:02	911 HANGUP	600 14 TH ST, DALLAS CENTER
10/20/2021 13:08	CIVIL PAPER	801 LINDEN ST, DALLAS CENTER
10/20/2021 13:49	EXTRA PATROL	1205 13TH ST, DALLAS CENTER
10/21/2021 7:07	TRAFFIC STOP	1205 13TH ST, DALLAS CENTER
10/21/2021 10:03	RETURN PHONE CALL	1502 WALNUT ST, DALLAS CENTER
10/21/2021 18:40	SPECIAL ASSIGNMENT	1308 WALNUT ST, DALLAS CENTER
10/22/2021 2:19	PREMISES CHECK	1205 13TH ST, DALLAS CENTER
10/22/2021 7:06	BURGLARY	903 VINE ST, DALLAS CENTER
10/22/2021 7:11	BURGLARY	504 10TH ST, DALLAS CENTER
10/22/2021 7:15	BURGLARY	704 VINE ST, DALLAS CENTER
10/22/2021 8:40	BURGLARY	2468 240TH ST, DALLAS CENTER
10/22/2021 8:52	BURGLARY	607 VINE ST, DALLAS CENTER
10/22/2021 9:00	BURGLARY	705 NORTHVIEW DR, DALLAS CENTER
10/22/2021 9:28	BURGLARY	608 VINE ST, DALLAS CENTER
10/22/2021 9:55	BURGLARY	707 CIRCLE DR, DALLAS CENTER
10/22/2021 10:47	911 HANGUP	400 14 TH ST, DALLAS CENTER
10/22/2021 10:51	911 MISDIAL	LAT: 41.6839; LON: -93.9666
10/22/2021 10:53	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
10/22/2021 11:11	BURGLARY	1100 SYCAMORE ST, DALLAS CENTER
10/22/2021 11:16	BURGLARY	401 11TH ST, DALLAS CENTER
10/22/2021 11:46	BURGLARY	302 11TH ST, DALLAS CENTER
10/22/2021 11:53	BURGLARY	305 10TH ST, DALLAS CENTER
10/22/2021 14:39	911 HANGUP	1204 LINDEN ST, DALLAS CENTER
10/22/2021 17:48	EXTRA PATROL	LINDEN ST / QUINLAN AVE, DALLAS CENTER
10/23/2021 1:32	TRAFFIC STOP	WALNUT ST / KELLOGG AVE, DALLAS CENTER
10/23/2021 11:55	BURGLARY	707 VINE ST, DALLAS CENTER
10/23/2021 21:19	TRAFFIC STOP	11TH ST / VINE ST, DALLAS CENTER
10/24/2021 1:29	INFORMATION	240 TH ST / ORDER DR, DALLAS CENTER
10/24/2021 10:03	911 HANGUP	601 ELM CT, DALLAS CENTER
10/24/2021 10:16	TRAFFIC HAZARD	PERCIVAL AVE / VINE ST, DALLAS CENTER
10/24/2021 14:57	VEHICLE UNLOCK	1308 WALNUT ST, DALLAS CENTER
10/24/2021 21:32	EXTRA PATROL	903 VINE ST, DALLAS CENTER
10/24/2021 22:38	EXTRA PATROL	1412 WALNUT ST, DALLAS CENTER
10/25/2021 4:42	SUSPICIOUS	800 LINDEN ST, DALLAS CENTER
10/25/2021 13:05	SUSPICIOUS	1204 ASH ST, DALLAS CENTER
10/25/2021 13:46	INFORMATION	804 FAIRVIEW DR, DALLAS CENTER
10/25/2021 14:26	CIVIL PAPER	1407 WALNUT ST A, DALLAS CENTER
10/25/2021 15:00	PROPERTY REPORT	401 10TH ST, DALLAS CENTER
10/25/2021 16:11	BROADCAST	240TH ST / QUINLAN AVE, DALLAS CENTER
10/25/2021 17:22	MEET COMPLAINANT	KELLOGG AVE / LINDEN ST, DALLAS CENTER

10/25/2021 23:43	DOMESTIC	1505 SUGAR GROVE AVE, DALLAS CENTER
10/26/2021 7:58	CIVIL PAPER	703 HICKORY CT, DALLAS CENTER
10/26/2021 8:21	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
10/26/2021 10:11	TESTING	1200 VINE ST, DALLAS CENTER
10/26/2021 12:08	WELFARE CHECK	1006 VINE ST, DALLAS CENTER
10/26/2021 12:17	DISTURBANCE	101 PERCIVAL AVE, DALLAS CENTER
10/27/2021 3:48	MEDICAL/AMBULANCE TRIP	1006 LINDEN ST, DALLAS CENTER
10/27/2021 12:58	MEDICAL/AMBULANCE TRIP	305 15TH ST, DALLAS CENTER
10/27/2021 16:59	MOTORIST ASSIST	2500 240TH ST, DALLAS CENTER
10/27/2021 18:04	EXTRA PATROL	601 PERCIVAL AVE, DALLAS CENTER
10/27/2021 19:52	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
10/27/2021 21:38	MISSING/RUNAWAY	1503 SUGAR GROVE AVE, DALLAS CENTER
10/28/2021 7:09	TRAFFIC STOP	14TH ST / SUGAR GROVE AVE, DALLAS CENTER
10/28/2021 11:29	MEDICAL/AMBULANCE TRIP	1303 ASH ST, DALLAS CENTER
10/28/2021 13:05	FORGERY/FRAUD	206 RHINEHART AVE, DALLAS CENTER
10/28/2021 16:38	THEFT	1502 CHERRY ST, DALLAS CENTER
10/28/2021 17:13	FOLLOW UP INVESTIGATION	506 14TH ST, DALLAS CENTER
10/29/2021 10:33	CIVIL PAPER	1200 ASH ST, DALLAS CENTER
10/29/2021 13:54	911 HANGUP	1007 VINE ST, DALLAS CENTER
10/29/2021 13:54	MEDICAL/AMBULANCE TRIP	1007 VINE ST, DALLAS CENTER
10/29/2021 15:35	FOLLOW UP INVESTIGATION	506 14TH ST, DALLAS CENTER
10/29/2021 21:41	TRAFFIC STOP	11TH ST / SUGAR GROVE AVE, DALLAS CENTER
10/30/2021 5:08	TRAFFIC STOP	SUGAR GROVE AVE / 11TH ST, DALLAS CENTER
10/30/2021 18:59	CONTROLLED BURN	2425 240TH ST, DALLAS CENTER
10/31/2021 5:01	MEET COMPLAINANT	1005 MAPLE ST, DALLAS CENTER
10/31/2021 14:47	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
10/31/2021 21:13	TRAFFIC STOP	SUGAR GROVE AVE / PERCIVAL AVE, DALLAS CENTER
Total		147

461 Hours Patrol

16 Hours on calls

477 Hours Total

320 Hours Required

OCTOBER 2021 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 7/21/21 new owner Advisory	
2019-065	1201 Walnut	Junk & Vehicles	5/29/2019	6/13/2019 8/2/19 9/30/21	Advisory 6/19/19 sent new pictures- 7/17/19 Certified - 9/10/21 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	10/26/2021
		BEGIN-2020				

2020-139	804 Fairview	Junk	10/20/2020	10/27/2020 11/18/20 12/18/20 1/4/21 6/17/21 7/8/21	M- 11/2/20 Advisory-12/1/20 Certified- 12/21/20 FINAL 5/26/21 new violations Cert.- 6/22/21 FINAL 8-2-21 Refer to city	
2020-166	1506 Cherry	Junk	12/10/2020	12/15/2020 1/2/21 1/21/21 2/18/21 3/18/21 7/8/21	M- 12/17/20 Advisory- 1/5/21 Certified- 2/2/21 FINAL- 3/1/21 FINAL ii	
		BEGIN 2021				
2021-021	1201 Vine	Junk & Vehicles	2/22/2021	3/4/2021 3/18/21 5/14/21 6/17/21	M- 3/1/21 Advisory- 4/28/21 Certified- 5/26/21 FINAL	
2021-046	1000 Walnut	Vehicle	4/28/2021	5/14/2021 6/17/21 7/8/21	Advisory- 5/26/21 Certified- 6/22/21 FINAL	
2021-070	400-13	Junk & Vehicles	6/8/2021	6/24/2021 8/6/21 11/11/21	Advisory- 7/21/21 Certified 101/26/21 FINAL	
2021-090	702 Oak Ct	Grass	7/21/2021	7/29/2021	Advisory	
2021-091	700 Oak Ct	Grass	7/21/2021	7/29/2021	Advisory	
2021-093	1205 Walnut	Grass	8/3/2021	8/11/2021	Advisory	
2021-095	1200 Ash	F.Y.P.	8/3/2021	8/10/2021 9/23/21 11/11/21	M- 9/10/21 Advisory- 10/26/21 Certified	
2021-105	1406 Walnut	Grass	8/17/2021	8/25/2021	Advisory	10/26/2021
2021-106	1408 Walnut	Grass	8/17/2021	8/25/2021	Advisory	10/26/2021
2021-111	1301 Laurel	F.Y.P.	8/31/2021	9/14/2021	M	10/12/2021

2021-112	104-14	JUNK R.O.W.	8/31/2021	9/14/2021	M	10/12/2021
2021-113	1607 Laurel	Vehicle & Parking	8/31/2021	9/16/2021 11/11/21	Advisory- 10/26/21 Certified	
2021-114	602 Vine	JUNK R.O.W.	9/10/2021	9/28/2021	M	10/26/2021
2021-116	1504 Sycamore	JUNK R.O.W.	9/10/2021	9/28/2021	M	10/12/2021
2021-117	1204 Sugar Grove	Grass	9/16/2021	10/4/2021	Advisory	10/26/2021
2021-118	1201 Laurel	Vehicle & Parking	9/16/2021	10/4/2021	Advisory	10/12/2021
2021-119	1406 Sugar Grove	Parking	9/16/2021	10/4/2021	Advisory- 10/26/21 Talked to Brian	
2021-120	707-10	JUNK R.O.W.	10/12/2021	10/26/2021	M	10/26/2021
2021-121	1506 Sycamore	Vehicle & Parking	10/12/2021	10/29/2021	Advisory	
2021-122	307-10	Grass	10/26/2021	11/9/2021	M	
2021-123	1006 Vine	JUNK R.O.W.	10/26/2021	11/9/2021	M	
2021-124	1004 Walnut	Junk	10/26/2021	11/9/2021	Talked to owner	
2021-125	302-14	Grass	10/26/2021	11/9/2021	Advisory	
2021-126	1709 Laurel	JUNK R.O.W.	10/26/2021	11/9/2021	M	
2021-127	1906 Laurel	Junk	10/26/2021	11/11/2021	Advisory	

Monthly Water Report

Date	Oct-21																									
Water Plant																										
Total Gal.>	4,803,500	Max	292,500	Min	61,700	Avg	155,000	Gpm	253																	
Total Hrs.>	316.4	Max	18	Min	4.5	Avg	10.2064516																			
Last Month.>	4,841,600	Max	220,800	Min	124,100	Avg	161,400	Gpm	247																	
Last Year.>	4,344,100	Max	187,300	Min	68,300	Avg	140,100	Gpm	240																	
Lbs.of Chlorine	691	Lbs of Fluoride	51	Gallons of salt brine	2,684																					
Chlorine.Mg/l	0.74	Fluoride.Mg/l	0.5	Hardness. Mg/l	95	Iron. Mg/l	0.01	Nitrate.Mg/l																		
Well																										
Date	10/21/2021																									
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm						
Well # 7	28	22	6	110																						
Well # 9	34	22	12	100																						
Well # 10	24	6	18	100																						
Well # 11	28	10	18	230																						
Water Meters																										
	New Installs				Read In																					
	Replace Meter				Read Out																					
	Replace Radio				Shut off For nonpayment																					
	Repair																									
Fire Hydrants																										
	New Install				Flush Hyd				Repair Hyd																	
Water Plant	10/26/2021 - Took iron filters off line for replacement.																									
Water Tower																										
Reservoir	10/18/2021 - Installed new dialer at Reservoir. Work done by Jetco.																									
Dist. System																										
Wells	10/21/2021 - Tested wells 7-9-10-11 no issues.																									
Other																										



CITY OF DALLAS CENTER STREET CLOSING PERMIT REQUEST

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

Applicant/Organization: Seasonal Fun Committee

Address: n/a

Phone: [Redacted]

Contact Person: Amy Sonntag

Address: [Redacted]

Phone: [Redacted]

Date of Event: 12/4/2021 Time: 2pm to 8pm

Nature of Activities: Hometown Christmas

Streets/Intersections Requested to Be Blocked Off:

WAINUT street from 15th St to
Heritage Park (map attached)

[Signature]
Signature of Applicant

11/4/2021
Date

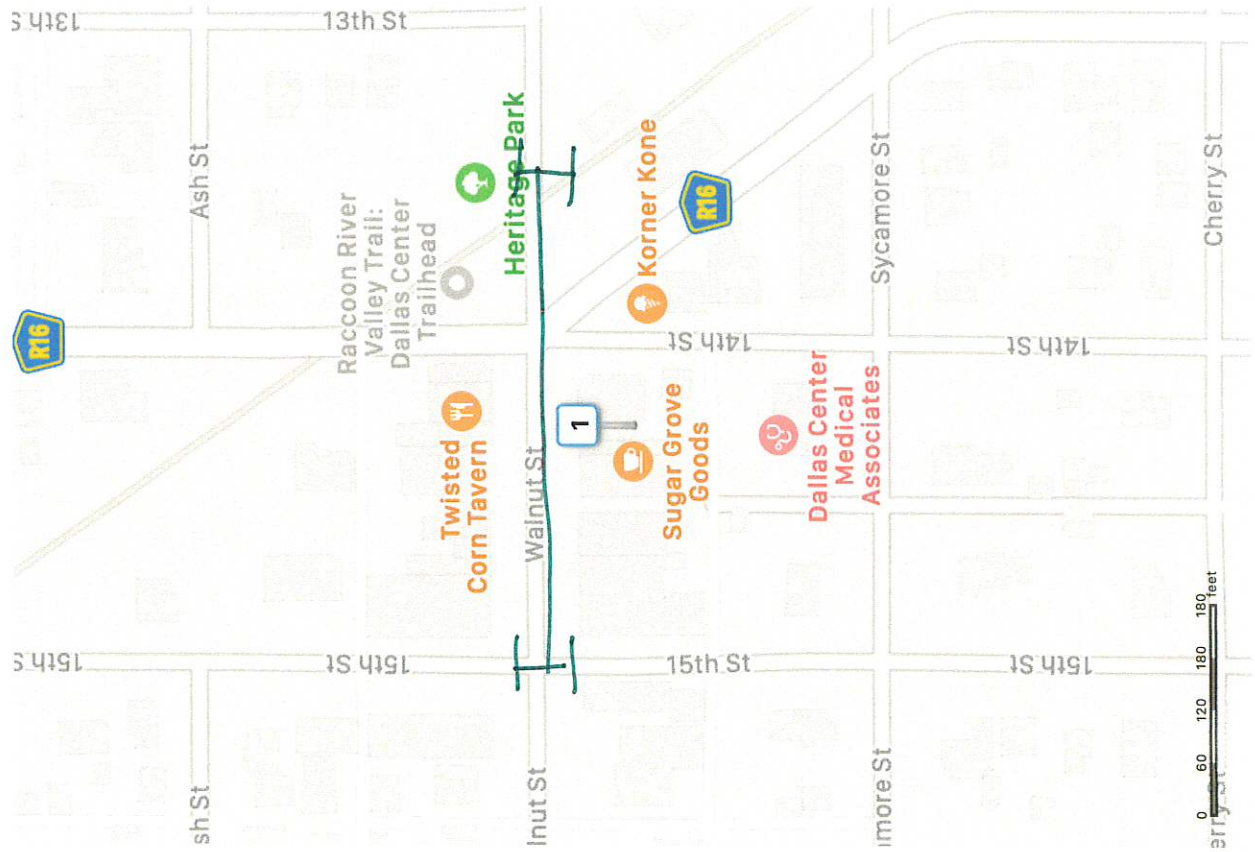
City Council Approved
 Denied

Copies to: PD
FD
PW



1402 Walnut St

near Dallas Center



1402 Walnut St
1402 Walnut St

RESOLUTION NO. 2021-62

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH WATERS EDGE AQUATIC DESIGN, PLC OF LENEXA, KANSAS, FOR DESIGN AND ENGINEERING SERVICES, BIDDING, CONSTRUCTION ADMINISTRATION, AND POST CONSTRUCTION SERVICES FOR THE NEW COMMUNITY SWIMMING POOL

WHEREAS, prior to 2010 the Dallas Center Pool Board began exploring either the renovation of the Lena Moser Community Pool or new construction of the pool as the pool was nearing the end of its expected lifespan; and

WHEREAS, members of the Pool Board interviewed several engineering firms with pool planning and design experience and recommended that the Council select Waters Edge Aquatic Design, PLC of Lenexa, Kansas, ("Waters Edge") to provide the Board and the Council with consulting and pool evaluation services; and

WHEREAS, the Council on June 14, 2010, entered into an agreement with Waters Edge for such consulting and pool evaluation services, and on May 11, 2021, approved an amendment to that agreement so that Waters Edge could provide additional services to the Pool Planning and Advisory Committee; and

WHEREAS, in its report to the Council the Pool Planning and Advisory Committee recommended the construction of a new community swimming pool and bathhouse and that the Council enter into a contract with Waters Edge for engineering services, which report was accepted by the Council on June 23, 2021; and

WHEREAS, at the special election on November 2, 2021, by a vote of 483 in favor and 102 opposed (a 82.56% majority approval) the voters of Dallas Center approved the proposal that the City of Dallas Center issue its notes in an amount not exceeding the amount of \$2,900,000 for the purpose of designing, constructing, equipping, and maintaining a new community swimming pool and bathhouse; and

WHEREAS, the Council has determined that planning and design of the new community swimming pool should proceed; and

WHEREAS, at its meeting on August 10, 2021, the Council requested that Waters Edge present an Agreement for Professional Engineering Services in the event the bond issue was approved by the voters of Dallas Center; and

WHEREAS, Waters Edge has submitted to the Council for consideration an Agreement for Professional Engineering Services, a copy of which is attached as Exhibit A, and which should be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the Agreement for Professional Engineering Services with Waters Edge Aquatic Design, PLC of Lenexa, Kansas, is approved and the Mayor is authorized to sign the Agreement on behalf of the City.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of November, 2021.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This is an agreement effective as of the date of last signature below between Waters Edge Aquatic Design, PLC ("ENGINEER") and the City of Dallas Center ("OWNER").

The OWNER intends to plan, design, and construct a new outdoor aquatic center, including site work and appurtenances ("PROJECT").

OWNER is authorized and empowered to contract with ENGINEER for the purpose of furnishing Engineering Services in connection with the PROJECT, and necessary funds for payment of said services are available.

OWNER and ENGINEER in consideration of their mutual understanding as set forth herein agree to the following scope of work, methods of delivery, fee basis, general conditions, and related issues ("Agreement"). This Agreement includes the following attached Appendices:

- Appendix A - Terms and Conditions
- Appendix B - ENGINEER's Services
- Appendix C - OWNER's Responsibilities
- Appendix D - Insurance
- Appendix E - Billing Rates

Terms and conditions of this Agreement are described in Appendix A. ENGINEER agrees to perform engineering design services in accordance with the Scope of Services described in Appendix B. OWNER's Responsibilities are described in Appendix C. Insurance information is listed in Appendix D.

The OWNER hereby agrees to give the ENGINEER all its planning and design criteria, OWNER design and construction standards, and full information as to the OWNER's requirements for the PROJECT.

This Agreement represents the entire and integrated agreement between the ENGINEER and the OWNER, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ENGINEER and the OWNER. In Witness whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated by the date of the last signature below.

Water's Edge Aquatic Design, PLC " ENGINEER "	City of Dallas Center, IA "OWNER "
By:	By:
Print Name:	Print Name:
Print Title: Principal	Print Title:
Date:	Date:

APPENDIX A - TERMS AND CONDITIONS

SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER will provide preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT.
- B. ENGINEER will serve as OWNER's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will give consultation and advice to OWNER during the performance of its services.
- C. ENGINEER will provide the Basic Services outlined and described in this Agreement.
- D. ENGINEER will provide Additional Services only following authorization by the OWNER.

OWNER'S RESPONSIBILITIES

2.01 Scope

- A. OWNER shall have the responsibilities set forth in this Agreement.

TIMES FOR PROVIDING SERVICES

3.01 General

- A. ENGINEER's obligation to provide services hereunder will be for a period of time that may reasonably be required for the completion of said services.
 - 1. If OWNER requests changes in scope, extent, or character of the PROJECT, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
 - 2. OWNER understands that ENGINEER cannot guarantee a construction completion date because construction activities are the Contractor's responsibility.
 - 3. The OWNER and ENGINEER are aware that many factors outside the ENGINEER's control may affect the ENGINEER's ability to complete the services to be provided under this Agreement. The ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices.

3.02 Suspension

- A. The OWNER agrees that the ENGINEER is not responsible for damages arising directly or indirectly from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ENGINEER to perform its services in an orderly and efficient manner, the ENGINEER shall be entitled to a reasonable adjustment in schedule and compensation.

- B. If ENGINEER's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of ENGINEER, ENGINEER will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

PAYMENT TO ENGINEER

4.01 Compensation

- A. General: In addition to other requirements of this Agreement, compensation is based on the following:
1. A traditional design-bid-build delivery process with one prime contractor.
 2. Fees for special consultants (e.g. geotechnical consultant, topographic site survey, testing agencies, etc...) are not included. These consultants are generally contracted independently from the ENGINEERING SERVICES AGREEMENT. If special consultants are required within this agreement, fees for such services will be negotiated at the time based on the required scope of work.
 3. ENGINEER will furnish 2 sets of the plans and specifications to the OWNER. Additional sets required for permitting, OWNER's review, bidding, or for construction will be furnished at the cost of reproduction and paid for by others (e.g. OWNER, Bidders, or Contractor).
 4. Number of Visits. Up to 24 visits by ENGINEER and ENGINEER's sub-consultants are included in the Basic Services. Additional visits will be provided for a lump sum fee of \$1,500 for each additional visit.
- B. The OWNER agrees to compensate the ENGINEER for the consulting services provided under this Agreement based on the following:
- Percentages of Construction Costs:
- Preliminary Design 1.5%
 - Final Design 6.0%
 - Bidding or Negotiating 0.5%
 - Construction Administration 1.75%
 - Post-Construction 0.25%
- C. Expenses: Direct expenses are included within the lump sum fee amount listed above.
- D. Compensation for additional or redesign services requested by OWNER during the Construction Phase will be based on Appendix B, Section 2 - Additional Services, unless agreed to otherwise.

4.02 Other Payment Provisions

- A. Invoices will be prepared using ENGINEER's standard practices and shall clearly identify the level of progress claimed.
- B. Payment Due: Invoices shall be submitted by the ENGINEER monthly in proportion to services provided, are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- C. Interest: If payment in full is not received by the ENGINEER within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principle.
- D. Suspension of Services: If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon seven (7) calendar days' notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER, the ENGINEER shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ENGINEER to resume performance. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- E. If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within seven (7) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
- F. Payments to the ENGINEER shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the OWNER of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the ENGINEER's compensation for any reason unless the ENGINEER has been found to be legally liable for such amounts.
- G. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- H. In the event legal action is necessary to enforce the payment terms of this Agreement, the ENGINEER shall be entitled to collect from the OWNER any judgement or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by the ENGINEER for such collection action and, in addition, the reasonable value of the ENGINEER's time and expenses spent for such collection action, computed according to the ENGINEER's prevailing fee schedule and expense policies.

OPINIONS

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable construction costs for the PROJECT will be made on the basis of ENGINEER's professional judgment and experience.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that bids, the negotiated cost of the PROJECT or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER.

5.02 Opinions of Facility Operating Expenses and Revenue Projections

- A. ENGINEER's opinions of facility operating expenses and revenue projections for the PROJECT will be made on the basis of ENGINEER's professional judgment, experience, and historical data obtained from other similar facilities.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, utilities, supplies, materials, equipment, or services provided by others, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that actual operating expenses or projected revenues will not vary from opinions of facility operating expenses and revenue projections prepared by ENGINEER.

GENERAL CONSIDERATIONS

6.01 Performance Standards

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill normally furnished by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER and OWNER shall comply with applicable laws and regulations that are in effect as of the date of this Agreement and OWNER-mandated standards. Changes to these requirements after the effective date of this Agreement may be the basis for modifications to the OWNER's responsibilities or to ENGINEER's scope of services, compensation, or times of performance.
- C. The ENGINEER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the ENGINEER, increase the ENGINEER's risk or the availability or cost of its professional or general liability insurance.
- D. As used herein, the word certify shall mean an expression of the ENGINEER's professional opinion to the best of its information, knowledge, and belief, and does not constitute a warranty or guarantee by the ENGINEER.

6.02 Project Representatives

- A. At the start of the PROJECT, ENGINEER and OWNER shall designate specific individuals to act as Project Representatives with respect to the services to be performed or furnished by the ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have the authority to transmit instructions, receive information, and render decisions relative to the PROJECT, on behalf of each respective party.

6.03 Use of Documents

- A. All Documents are instruments of service in respect to this PROJECT, and ENGINEER will retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the PROJECT is completed.
- B. OWNER may make and retain copies of Documents for information and reference in connection with use on the PROJECT by OWNER for use, maintenance and repair of the PROJECT. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project.
- C. If the ENGINEER for any reason is not allowed to complete all the services called for by this Agreement, the ENGINEER shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the ENGINEER if used, reused, changed, or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by ENGINEER.

6.04 Insurance

- A. ENGINEER will procure and maintain insurance as set forth in Appendix D.
- B. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the PROJECT.
- C. All policies of property insurance shall contain provisions to the effect that ENGINEER's interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

6.05 Termination

- A. In the event of termination of this Agreement by either party, the OWNER shall, within fifteen (15) calendar days of termination, pay the ENGINEER for all services rendered and all reimbursable costs incurred by the ENGINEER up to the date of termination, in accordance with the payment provisions of this Agreement.
- B. The OWNER may terminate this Agreement for the OWNER's convenience and without cause upon giving the ENGINEER not less than seven (7) calendar days written notice.

- C. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
 - 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 - 2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
 - 3. Suspension of the Project or the ENGINEER's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate.
 - 4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- D. In the event of any termination that is not the fault of the ENGINEER, the OWNER shall pay the ENGINEER, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the ENGINEER in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6.06 Successors, Assigns, and Beneficiaries

- A. OWNER and ENGINEER each is hereby bound to the other party in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent mandated or restricted by law.

6.07 Third-Party Beneficiaries

- A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

6.08 Fiduciary Responsibility

- A. OWNER confirms that neither the ENGINEER nor any of the ENGINEER's subconsultants or subcontractors has offered any fiduciary service to the OWNER and no fiduciary responsibility shall be owed to the OWNER by the ENGINEER or any of the ENGINEER's subconsultants or subcontractors, as a consequence of the ENGINEER's entering into this Agreement with the OWNER.

6.09 Jobsite Safety

- A. Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction/project site, shall impose any duty on the ENGINEER, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction

means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the ENGINEER and the ENGINEER's subconsultants. The OWNER also agrees that the OWNER, the ENGINEER, and the ENGINEER's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

6.10 Controlling Law

- A. This Agreement is to be governed by the law of the State of Iowa.

6.11 Dispute Resolution

- A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- B. OWNER and ENGINEER agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- C. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees, and all other related expenses in such litigation.

6.12 Hazardous Environmental Conditions

- A. OWNER represents to ENGINEER that to the best of its knowledge a hazardous environmental condition does not exist at or near the PROJECT Site.
- B. Both parties acknowledge that the ENGINEER's scope of services does not include any services related to the presence or removal of any hazardous or toxic materials.

6.13 Allocation of Risks

- A. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors, and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.
- B. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

- C. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
- D. In recognition of the relative risks and benefits of the PROJECT to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER to the OWNER shall not exceed the ENGINEER's total fees for services rendered on this PROJECT. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- E. It is intended by the parties to this Agreement that the ENGINEER's services in connection with the PROJECT shall not subject the ENGINEER's individual employees, officers, members or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, a Kansas limited liability company, and not against any of the ENGINEER's individual employees, officers, members or directors.

6.14 Consequential Damages

- A. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

6.15 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.16 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision that comes as close as possible to expressing the intention of the stricken provision.

6.17 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.18 Code Compliance

- A. The OWNER acknowledges that the requirements of the Americans with Disabilities Act (ADA) will be subject to various and possibly contradictory interpretations. The ENGINEER, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the PROJECT. The ENGINEER,

however, cannot and does not warrant or guarantee that the PROJECT will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the PROJECT.

- B. The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

6.19 Betterment

- A. When a Change Order is necessitated by an act or omission of ENGINEER or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by OWNER and ENGINEER. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by ENGINEER or of the lack of professional quality deliverables prepared by ENGINEER, OWNER shall be entitled to an amount equal to the difference between the actual cost of the change Work and the estimated cost of the change Work (less added value to the OWNER) if there had been no such act, omission, or error. ENGINEER shall pay such sum to OWNER.

6.20 Construction Management

- A. If the OWNER elects to employ a construction manager, the OWNER will promptly notify the ENGINEER of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities, and authority of the ENGINEER. If the employment of such construction manager by the OWNER results in additional time or expense to the ENGINEER to prepare for, coordinate with or respond to the construction manager, the ENGINEER shall be entitled to an equitable adjustment in fees and time for performance of these services.

6.21 Changed Conditions

- A. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

6.22 Confidential Communications

- A. The ENGINEER may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the OWNER. Those about whom reports and opinions are rendered may as a consequence initiate claims against the ENGINEER. To help create an atmosphere in which the ENGINEER may freely report or express such opinions candidly in the interest of the OWNER, the OWNER agrees,

to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by the ENGINEER to the OWNER or to the OWNER's agents.

6.23 Permits and Approvals

- A. The ENGINEER shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the ENGINEER's services are being engaged. This assistance will consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the ENGINEER and included in the scope of Basic Services of this Agreement.

DEFINITIONS

7.01 Defined Terms

- A. As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.
1. CERTIFY, CERTIFICATION: A statement of the ENGINEER's opinion, based on his or her observation of conditions, to the best of the ENGINEER's professional knowledge, information, and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the ENGINEER's certification shall not relieve the OWNER or the OWNER's contractors of any responsibility or obligation they may have by industry custom or under any contract.
 2. COST ESTIMATE: An opinion of probable construction cost made by the ENGINEER. In providing opinions of probable construction cost, it is recognized that neither the OWNER nor the ENGINEER has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the ENGINEER's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the OWNER's budget or from any opinion of probable cost prepared by the ENGINEER.
 3. DAY, DAYS: A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.
 4. INSPECT, INSPECTION: The visual observation of construction to permit the ENGINEER, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the ENGINEER makes no guarantee for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The ENGINEER shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.
 5. RECORD DOCUMENTS: Drawings prepared by the ENGINEER upon the completion of construction based upon the drawings and other data furnished to the ENGINEER by the Contractor and others showing significant changes in the

Work made during construction. Because Record Documents are prepared based on unverified information provided by others, the ENGINEER makes no warranty of the accuracy or completeness of the drawings. Refer to Appendix B – ENGINEER Services to determine if preparation of Record Documents is part of Basic Services or Additional Services.

- B. Additional terms and definitions are referenced as part of this Agreement in Article 7 – Definitions of the Standard Form of Agreement Between Owner and Engineer for Professional Services Prepared by Engineers Joint Contract Documents Committee EJCDC No. 1910-1 (1996 Edition).

END OF APPENDIX A

APPENDIX B - ENGINEER'S SERVICES

ENGINEER will provide preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT as set forth below.

BASIC SERVICES

1.01 Phase I - Preliminary Design/Design Development

- A. ENGINEER will complete the following Design Development Phase tasks:
1. ENGINEER will use available information from the evaluation and concept phase as the basis for the pool layout and design criteria.
 2. ENGINEER's work will include pool site development. ENGINEER will coordinate pool facilities within the available site.
 3. When the Design Development is complete, ENGINEER will meet with OWNER to review the drawings and cost information. Based on comments by the OWNER, ENGINEER will adjust the design and prepare the final Preliminary Design documents.
 4. At the conclusion of the Design Development phase, ENGINEER will make a final presentation to the group designated by OWNER. The presentation will include a summary of the entire PROJECT in a written document as well as a verbal presentation. ENGINEER will create a Power Point presentation that describes the Preliminary Design and summarizes the PROJECT findings. ENGINEER will provide a colored layout drawing for the recommended pool design.

1.02 Phase II - Final Design/Construction Documents

- A. After acceptance by OWNER of the Design Development documents, ENGINEER will:
1. On the basis of the above acceptance, prepare final engineering design and prepare final construction documents including bidding documents, specifications and drawings indicating the scope, extent, and character of the work to be performed and furnished by Contractor. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute.
 2. Provide design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the PROJECT and assist OWNER in consultations with appropriate authorities.
 3. Prepare and furnish Final Construction Documents for review and approval by OWNER.
 4. The number of prime contracts for work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).
 5. ENGINEER will provide an updated opinion of probable cost of the PROJECT.
- B. ENGINEER's services under the Final Design/Construction Documents Phase will be considered complete on the date when the final documents have been delivered to and accepted by the OWNER. Under this Agreement ENGINEER will furnish two (2) final sets of the plans and specifications to the OWNER. If requested, additional sets will be furnished at the cost of reproduction.

1.03 Phase III - Bidding

- A. After acceptance by OWNER of the Bidding Documents, and upon written authorization by OWNER to proceed ENGINEER will:
 - 1. Assist OWNER in advertising for qualified contractors to submit bids for constructing the PROJECT and distribute bidding documents to prospective bidders. Cost for printing and mailing of these documents will be paid for by prospective bidders.
 - 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 3. Assist OWNER in evaluating the low bidder's proposal. Furnish and assist in assembling up to four (4) sets of Contract Documents for execution by OWNER and Contractor.
 - 4. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with the prospective bidder.

1.04 Phase IV - Construction Administration

- A. Upon successful completion of the Bidding Phase, ENGINEER will perform the following:
 - 1. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in performance of Construction Administration of the Construction Contract to the extent provided in this Agreement and said General Conditions.
 - 2. ENGINEER shall distribute plans and specifications to the selected reproduction company. The reproduction and shipping costs for these documents shall be paid for by OWNER.
 - 3. Selecting Independent Testing Laboratory. Assist OWNER in the selection of an independent testing laboratory to perform the services needed for the PROJECT.
 - 4. Visits to Site and Observation of Construction. In connection with observations of Contractor's work while it is in progress:
 - a. ENGINEER will visit the site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow ENGINEER, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
 - b. Based on this general observation, ENGINEER will keep the OWNER informed about the progress of the Work and shall advise the OWNER about observed deficiencies in the Work.
 - c. ENGINEER will not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the OWNER's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

- d. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by ENGINEER as Additional Services in accordance with the terms of this Agreement.
 - e. ENGINEER will not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
5. Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents. ENGINEER will advise and consult with the OWNER on correction of Defective work and shall assist the OWNER in testing of work believed to be defective if necessary. Services in connection with the evaluation of and determination to accept Defective work by contractor, including required re-design services, will be paid in accordance with Section 2 - Additional Services.
 6. Clarifications, Interpretations, and Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
 7. Change Orders. Recommend Change Orders to OWNER, as appropriate, and prepare Change Orders as required.
 8. Shop Drawing Review. Review and take other appropriate action on the submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. Review of a specific item shall not indicate that ENGINEER has reviewed the entire assembly of which the item is a component. ENGINEER will not be responsible for any deviations from the Construction Documents not brought to the attention of ENGINEER in writing by the Contractor.
 9. Substitutes and "or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. If the substitute product requires re-design, the cost for these services will be paid as described in Section 2 – Additional Services.
 10. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents. ENGINEER will be entitled to rely on the results of such tests.
 11. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's

representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents.

- b. By recommending any payment, ENGINEER will not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

12. Contractor's Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- c. ENGINEER will transmit these documents to OWNER.

13. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the work Substantially Complete, ENGINEER will deliver a notice of Substantial Completion to OWNER and Contractor.

14. Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will also provide a notice that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the PROJECT and will terminate upon written recommendation by ENGINEER for final payment to Contractor.

1.05 Phase V - Post-Construction Services

A. During the Post-Construction Phase, ENGINEER will:

1. Provide assistance in connection with the testing and adjusting of PROJECT equipment or systems.

2. Assist in training OWNER's staff to operate and maintain PROJECT equipment, and systems.
 3. Together with OWNER, visit the PROJECT to observe any apparent defects in the work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
 4. If requested by OWNER and in company with OWNER, provide a review of the PROJECT within one month before the end of the Warranty Period to ascertain whether any portion of the work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Appendix, will terminate upon written recommendation by ENGINEER for final payment to Contractor.

ADDITIONAL SERVICES

201 Scope of Additional Services

- A. ENGINEER will advise OWNER as to the necessity of data or services of the types described in Section 2 – Additional Services, which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
- B. If authorized in writing by OWNER, ENGINEER will furnish or obtain from others Additional Services of the types listed below. OWNER will pay for these services based on hourly charge rates and direct expenses at cost. All authorized Additional Services shall be paid for over and above the fees for the Basic Services.
 1. Preparation of applications and supporting documents for obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
 2. Services to make measured drawings of or to verify the accuracy of drawings or other information furnished by OWNER.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by ENGINEER or its design requirements including, any other causes beyond ENGINEER's control.
 4. Services required for the evaluation of and determination to accept defective Work by Contractor including required re-design services.
 5. Services required for re-design as a result of substitute products during the construction phase.
 6. Services in connection with assistance with or coordination of fund raising efforts, donated items, or items furnished by OWNER or others.
 7. Services required as a result of OWNER's providing incomplete or incorrect PROJECT information with respect to Appendix B.
 8. Services during authorized out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
 9. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the OWNER's program or other instruction.
 10. Providing construction surveys and layouts to enable Contractor to perform its work.
 11. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

12. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on PROJECT annotated record documents received from Contractor.
13. Preparing to serve or serving as engineer or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT. Billing rates for expert witness services are higher than standard billing rates and will be furnished upon request.
14. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.
15. Providing an enhanced or detailed pool operations manual.
16. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

END OF APPENDIX B

APPENDIX C - OWNER'S RESPONSIBILITIES

The Agreement is amended and supplemented to include the following Agreement of the parties.

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish copies of all design and construction standards that OWNER will require to be included in the Drawings and Specifications. Furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- C. Furnish to ENGINEER any other available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- D. Provide topographic survey for the Site, if needed.
- E. Provide geotechnical engineering services in connection with explorations and tests of subsurface conditions at the Site including providing a written report with recommendations.
- F. If demolition of existing facilities is required, provide a building materials assessment for identification of hazardous materials, such as asbestos, and have such materials removed and disposed of properly before start of construction.
- G. Following ENGINEER's assessment of initially-available PROJECT information and data and upon ENGINEER's request, furnish or otherwise make available such additional PROJECT related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or if any other development that affects the scope or time of performance of ENGINEER's services, or any defect or non-conformance in ENGINEER's services or in the work of any Contractor.
- I. Authorize ENGINEER to provide Additional Services as required by OWNER.
- J. Arrange for safe access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under the Agreement.
- K. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or ENGINEER's as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- L. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the PROJECT designed or specified by ENGINEER.
- M. Provide, as required for the PROJECT:
 - 1. Accounting, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the PROJECT as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- N. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the work with appropriate professional interpretation thereof.

END OF APPENDIX C

APPENDIX D - INSURANCE

The Agreement is amended and supplemented to include the following Agreement of the parties.

The limits of liability for the insurance required by this Agreement are as follows:

A. By ENGINEER:

1. Workers' Compensation: Statutory
2. Employer's Liability:
 - a. Each Accident \$500,000
 - b. Disease, Policy Limit \$500,000
 - c. Disease, Each Employee \$500,000
3. General Liability:
 - a. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - b. Personal and advertising injury \$1,000,000
 - c. Products - completed operations aggregate \$2,000,000
 - d. General Aggregate \$2,000,000
4. Excess or Umbrella Liability:
 - a. Each Occurrence \$2,000,000
 - b. General Aggregate \$2,000,000
5. Automobile Liability:
 - a. Combined Single Limit (Bodily Injury and Property Damage and Hired and Non-Owned Auto Liability) Each Accident \$1,000,000
6. Professional Liability Insurance
 - a. Limits of \$1,000,000 per claim and \$2,000,000 annual aggregate
 - b. Certificate can be furnished upon request.

END OF APPENDIX D

APPENDIX E - BILLING RATES (2021)

The Agreement is amended and supplemented to include the following Agreement of the parties.

The following range of billing rates represent the range of individuals who may work on this project. These rates do not apply to expert witness services. Billing rates for expert witness services will be furnished upon request. Billing Rates are subject to change each year.

Principal Engineer	\$160 to \$210 per hour
Aquatic Design Engineer	\$100 to \$160 per hour
Aquatic Design Engineer-in-Training	\$85 to \$100 per hour
Project Designer/Manager	\$95 to \$120 per hour
Project Designer	\$75 to \$95 per hour
Aquatics Consultant	\$90 to \$120 per hour
Administrative Assistant	\$60 to \$80 per hour

Expenses

- A. Direct project expenses will include basic expenses and special project expenses. Basic expenses include those needed to perform our work. Special project expenses are those that are requested by the OWNER for their project, such as renderings, models, testing or other special items. The OWNER must authorize any special expense prior to our incurring that expense.
- B. The following items are examples of basic expenses.
 - 1. Travel costs including airfare, rental vehicles, rental fuel, mileage, and other transportation costs.
 - 2. Mileage costs are billed at the IRS-approved rate.
 - 3. Lodging including motel costs and all related taxes.
 - 4. Meals including tips (no alcohol).
 - 5. Printing costs including photocopies, color CAD drawings, mounting and laminating presentation boards, plotting construction drawings and related items.

END OF APPENDIX



Brian Heiden

2021-56

Phone : (515) 202-0413

Customer Information

BILL TO:

CITY OF DALLAS CENTER
 1502 WALNUT ST
 DALLAS CENTER, IA
 50063 USA
 Phone : (515) 992-3725

SERVICE LOCATION:

Burnett Complex
 9th & Sycamore
 Dallas Center, IA
 50063 USA
 Phone : (515) 992-3725

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Recommended	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

Description:

Standard Terms and Conditions

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: {{*Sig_es_:signer2:signature}} Date: {{!Dtel_es_:signer2:date}}

REPRESENTATIVE/GENERAL MANAGER

Print Name: {{*Name1_es_:signer1:fullname}} Date: {{!Dtel_es_:signer1:date}}

Customer Signature: {{*Sig_es_:signer1:signature}} Date: {{!Dtel_es_:signer1:date}}

AUTHORIZED AGENT/CUSTOMER



2021 Tree City USA

Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2021 calendar year.

Primary Contact

Contact Name Brian Slaughter

Email Address: bslaughter@dallascenter.com

Phone Number: (515) 992-3725

Address: 1502 Walnut St, PO Box 396
Dallas Center, IA 50063

Dallas Center, Iowa Community Information

Select Which Best Describes Your Community: Community has a Tree Board Only

Ordinance Date: Dec 31, 2014

Ordinance Uploaded

Per Capita Expenditure: 21.21

Arbor Day Date: May 1, 2021

Proclamation Uploaded

As Mayor or Equivalent of the Community of Dallas Center

Mayor or Equivalent Signature

Title

Date

Application Certification

To Be Completed By The State Forester:

Dallas Center

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2021 calendar year, having in my opinion met the four standards required for recognition.

State Forester Signature

Title

Date

P&Z Report – October 26, 2021

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

Dear Mr. Mayor and Members of the Council:

The Dallas Center Plan & Zoning Commission met Tuesday, October 26, 2021 at 6:30 P.M. at Memorial Hall with the following Commission members present: Kari Boscaljon, Perry Gruver, Linda Licht, Daniel Willrich and Matt Ostanik. Also participating were City Attorney Ralph Brown and City Engineer Bob Veenstra.

Public Communications

Julie Becker stated concerns about proposed new developments.

Proposed New Mini Storage Development on Highway 44

The Commission had scheduled time to discuss a proposed new mini storage facility by Downing Development. However no proposal has been received and the developer's representative was not present at the meeting, so no time was spent on this topic.

Changes to Stormwater Management Requirements

The Commission discussed City Council's request that we review stormwater management requirements. The Commission requested that the City Engineer and City Attorney provide draft language to add water quality-based management and to make the requirements for subdivisions and site plans more similar. We will further discuss these possible changes in a future meeting.

Architectural Standards for Residential Properties

The Commission discussed City Council's request that we consider architectural standards for residences. We will further discuss this topic in a future meeting.

Parking Areas Within Five Feet of Lot Lines

The Commission discussed draft language from the City Attorney to require a permit when adding a parking space. The permit process will allow the City to confirm that our existing ordinance prohibiting construction of parking spaces within five feet of a lot line is being followed. After discussion, Linda Licht moved and Kari Boscaljon seconded to recommend that City Council adopt the proposed ordinance. The motion passed 5-0.

Possible Changes to Residential Zoning Districts

The Commission continued discussion about revisions to our residential zoning districts including reviewing draft language from the City Attorney that would create new R-1 options with different widths and a mixed/flexible width option. No decisions were made and we will continue discussion at a future meeting.

Comprehensive Plan Update

The Commission discussed community feedback received at our October 18 public workshop and at a recent presentation to Dallas Center Rotary. A second public workshop will be held on November 8. The Commission also held a joint meeting with the Parks & Recreation Board on October 5.

The Commission then continued discussion about our future land use plan. Several revisions were suggested to the current draft. The City Engineer will make those revisions and we will discuss again at our next meeting.

Respectfully submitted,
Matt Ostanik
P&Z Commission Chair

Examples of responses (edited for brevity):

- A beautiful, caring small community
- A great place to live
- Awesome
- Best place to raise a family
- Charming, welcoming, homey
- Cliques small town with deteriorating values
- A proud heritage and a promising future
- Diamond in the rough
- Family friendly pretty little town
- Great small town feel, great place to raise a family
- Home town friendly!
- Nice small town but difficult for newcomers
- Norman Rockwell-wish
- Old fashioned small town living
- On the cusp, well positioned, forward thinking
- Peaceful
- Outdated
- Quaint
- Safe and caring
- Small town feel but close to big city amenities
- Small town living at its finest
- Full of potential
- Small, fun, kind, caring, progressive, helpful
- Unfriendly to new comers
- Walkable
- Welcoming and energetic
- Well kept
- Wonderful, friendly
- Xenophobic

What are the three most important reasons you or your family chose to live in Dallas Center?

- 73.2% - Small town feel
- 46.0% - Family friendly
- 36.8% - Quality of school district
- 34.9% - Near friends and/or family
- 24.6% - Raised here
- 22.4% - Cost of homes
- 21.0% - Proximity to work

Other comments in response to this question:

- Tax abatement
- Away from the city
- Close to nature
- Pool, skate rink, festivals/celebrations
- Des Moines is too crowded

How would you rate the overall quality of life in Dallas Center?

- 93.4% - Excellent or good

Over the next 5-10 years, I expect the quality of life in Dallas Center will:

- 89.3% - Improve or stay the same

What types of housing are needed most in Dallas Center?

- 56.4% - Mid-level single family homes
- 50.4% - Entry-level single family homes
- 25.4% - Townhomes
- 18.6% - Apartments
- 14.8% - Senior housing (independent and assisted living)
- 12.1% - Large estate single family homes

Other comments in response to this question:

- Affordable apartments/townhomes for single parents
- Do not make it sprawled out like Grimes/Waukee and Adel
- Another Amy Gene Acres!
- None – we're a great size!
- Not sure that it needs housing. If it did, quality and affordable slow growth.

Please indicate your level of agreement with the following statement, "Dallas Center needs more affordable entry-level single family housing."

- 62.5% - Agree or strongly agree
- 22.1% - Disagree or strongly disagree

Please indicate your level of agreement with the following statement, "Dallas Center needs more multi-family housing options such as apartments, townhomes, condos or senior housing."

- 46.4% - Agree or strongly agree
- 43.4% - Disagree or strongly disagree

What type of dwelling do you live in?

- 82.6% - Single family detached home
- 14.1% - Rural estate or farm home

Do you own or rent your home?

- 95.2% - Own

In your opinion, what should Dallas Center have more of?

- 60.4% - Retail options
- 38.5% - Parks, recreation opportunities and open space
- 38.5% - Entertainment opportunities
- 37.0% - Housing options
- 32.5% - Office development and employment opportunities
- 20.4% - Industrial growth and development

Other comments in response to this question:

- At least one fast food restaurant like McDonald's
- Clean water, less hog lots
- Grocery/fresh food options
- Mindful growth
- New swimming pool
- We like it "as is" thank you

Which of the following best describes your primary current place of employment?

- 64.8% - Work outside the home
- 15.8% - Work from home
- 18.7% - Retired

If you work outside the home, where is your place of employment located?

- 27.9% - In Dallas Center
- 23.0% - In a neighboring city (Grimes, Waukee, Adel, etc.)
- 39.2% - In other parts of the Des Moines Metro Area

Please indicate your level of agreement with the following statement, "Current retail, commercial and restaurants in Dallas Center meet your needs."

- 48.5% - Disagree or strongly disagree
- 47.8% - Agree or strongly agree

How do you feel in general about Dallas Center's future growth?

- 49.4% - We should allow growth to happen but we don't need to actively encourage it
- 37.3% - We should actively be encouraging growth, including new developments
- 7.4% - We should discourage growth and try to stay small

Examples of responses (edited for brevity):

- No tax abatements. The right people will come without needing extra incentives.
- Focus on improving the downtown area and improving the older buildings in town
- More retail options, Mainstreet revitalization
- A grocery store
- A new pool
- Activity for youth
- Add more stores in town and paved roads for all communities (Country Living Estates)
- Affordable housing
- Aquatic center
- Be careful what you wish for. Look at Grimes and Waukee
- Better roads, water system, possibility of another gas station
- Better start annexing east and south of the city before Waukee, Urbandale or Adel swallow it all up
- Can our current infrastructure support growth? Fire, police, sewer, water systems, streets and street lights
- Commercial development
- Continued street upgrades, continue storm water control improvement
- Only allow local and privately owned small businesses to be options for retail and food
- Controlled growth
- We need to remove the Quietly from our town motto. Let's be simply progressive!
- Decent water!!!
- Do not change the community's feel and residential dynamics by building low income subsidized housing units. Completely opposed.
- Do NOT make the same mistakes Grimes made. They grew TOO fast and ruined their small town feel. Too many people and low cost multi-family housing turned Grimes into just another rude, overcrowded community DIRTY town. I love DC, please don't ruin it.
- Downtown storefronts need updated
- Entry level housing
- Fiber optic Internet
- Improve the look of the main stretch on Walnut
- It looks sloppy to not have cohesive sidewalks and roads combining our old and new neighborhoods
- Fix the antique water supply system
- Fix current roads and sidewalks before adding more housing
- Focused, organized growth rather than sprawl
- Get emotional intelligence training for your city council. They should treat everyone with respect regardless of their political affiliation.
- Get rid of the pig manure odor
- Hog confinements
- How to attract more young families to encourage growth in our town

- I am not opposed to residential development but see no reason why we can't require new developments to match the look and feel of the nicest parts of old town Dallas Center
- I believe P&Z has been overly deferential to developers out of concern they might choose to build somewhere else
- Construction of concentrated animal feeding operations near Dallas Center in recent years has reduced our quality of life due to the unpleasant smells they produce
- I would like to see an aggressive program of annexation to give us some say over what will be built near our town
- Inclusive of those with disabilities
- Infrastructure
- Keep the unique feel of Dallas Center, not 70 homes that all look alike
- Keeping the small business and small town feel as a major priority
- Keep the small town feel – trees, parks, sidewalks/bike trails, small stores
- Keeping the town clean and safe for children
- Keeping the uptown area intact and the center of the community for retail, commercial and entertainment options. If uptown is not where the restaurants and entertainment options are located, the town will turn into featureless suburbia like Grimes and Waukee.
- Lots of people live here because of the small town feel. Dallas Center is special because it's a hidden gem in all these neighboring towns that has kept its charm. Hard to have such a nice small town this close to the city.
- Maintain the small town feel
- Middle range homes go so quickly on the market—just days! We know many who are looking to live here but cannot seem to find anything to buy.
- New swimming pool and townhomes and small houses for our young people, our poor and our disabled and elderly
- I want to see a balance of residential, retail and green space
- Please make sure city limits are safe to keep surrounding communities from encroaching
- Restaurants, streets repaired, some new growth but not a ton
- Retail: grocery store, another convenience store/gas station
- Shopping, grocery, restaurants, and entertainment to attract families
- Sidewalks that go places
- Staying true to what Dallas Center is as a community—a small town that values quality recreation, invests wisely in its community, and cares deeply about its residents
- Take care of the water plant and fix the roads
- The culture and safety felt in the community is a major draw for us and other families
- To keep the small town feeling and continue to have the downtown remain the center of town!
- Water and streets
- We don't need to be a Grimes or Waukee
- Well thought out and planned growth

ORDINANCE NO. 560

**AN ORDINANCE AMENDING SECTION 165.43(4) OF THE CODE OF
ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA,
AS AMENDED, (ZONING CODE) BY REQUIRING A
PERMIT FOR THE CONSTRUCTION OF A PARKING
SPACE OR ACCESS THERETO**

WHEREAS, the City Council of the City of Dallas Center conducted a public hearing at 7 p.m. on December 14, 2021, on a proposed amendment to Section 165.43(4) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, by requiring a permit for the construction of a parking space or access thereto.

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

SECTION 1. Section 165.43(4) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended by adding the following new Subsection C:

165.43 OFF-STREET PARKING AND LOADING AREAS.

4. Access Drives. Access drive requirements are as follows:

C. No person shall construct, reconstruct or resurface a parking space or access thereto, as described in Subsections A and B, without first obtaining a permit therefor from the Clerk. Before any permit is issued, the person who makes the application shall pay \$50 to the Clerk to recover the costs of issuing the permit, supervising, and inspecting the work. However, no fee shall be charged for a person requesting a permit solely for the purpose resurfacing a parking space or access thereto.

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 there of 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 14th day of December, 2021, and approved the 14th day of December, 2021.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



DALLAS CENTER
{ *Quietly* PROGRESSIVE }

REPORT OF CONSULTATION MEETING
ON THE PROPOSED AMENDMENT NO. 7 TO THE
DALLAS CENTER URBAN RENEWAL PLAN

On October 26, 2021, Notices of a Consultation among the City of Dallas Center and affected taxing entities concerning the proposed Amendment No. 7 to the Dallas Center Urban Renewal Plan were mailed by the City Clerk to the Dallas Center-Grimes Community School District, and the Dallas County Board of Supervisors.

At the scheduled time of 3:30 p.m. on November 3, 2021, the undersigned was present in the Dallas Center City Hall for the consultation meeting. However, no representatives of any of the taxing entities attended the consultation meeting, and no written comments were submitted by any of the taxing entities.

Dated this 4th day of November, 2021.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

CITY HALL

1502 Walnut St, PO Box 396, Dallas Center, Iowa 50063 | p 515.992.3725 | f 515.992.3764 | cityhall@dallascenter.com
dallascenter.com

RESOLUTION NO. 2021-55

RESOLUTION ADOPTING AMENDMENT NO. 7 TO THE DALLAS CENTER URBAN RENEWAL PLAN FOR THE PURPOSE OF IDENTIFYING ADDITIONAL URBAN RENEWAL PROJECTS

WHEREAS, by Resolution No. 92-18, adopted October 27, 1992; by Resolution No. 93-22 adopted May 25, 1993; by Resolution No. 2000-17 adopted November 27, 2000; by Resolution No. 2009-13 adopted June 9, 2009; by Resolution No. 2014-27 adopted November 11, 2014; by Resolution No. 2018-38 adopted September 11, 2018; and by Resolution No. 2019-73 adopted December 10, 2019, this Council adopted the Dallas Center Urban Renewal Plan and Amendments Nos. 1, 2, 3, 4, 5, and 6 thereto; and

WHEREAS, a proposed Amendment No. 7 to the Dallas Center Urban Renewal Plan has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the sole purpose of which is to identify additional urban renewal projects, namely: (a) Heritage Park Improvements, (b) Downtown Streetscape and Green Corridor, and (c) Walnut Street Sidewalk Improvements; and

WHEREAS, no additional territory is being added to the Urban Renewal Area; and

WHEREAS, by resolution adopted October 25, 2021, this Council set a public hearing on the adoption of Amendment No. 7 to the Dallas Center Urban Renewal Plan of the City of Dallas Center, Iowa, for its meeting of November 9, 2021, at 7:00 o'clock P.M. in the Council Chambers (Memorial Hall above City Hall), 1502 Main Street, Dallas Center, Iowa, and due and proper notice of said public hearing was given, as provided by law, by publication in the Dallas County News on November 4, 2021, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with said notice, all persons or organizations desiring to be heard on said proposed Amendment No. 7 to the Dallas Center Urban Renewal Plan of the City of Dallas Center, Iowa, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and said public hearing has been closed; and

WHEREAS, the Iowa statute requires the City to mail a copy of the proposed Amendment to the Urban Renewal Plan to affected taxing entities when such Plan provides for a division of revenue pursuant to Section 403.19 of the Code of Iowa, and such Iowa statute also requires the City to notify the taxing entities of a consultation between the City and the affected taxing entities; and

WHEREAS, copies of the proposed Plan were mailed to Dallas County and the Dallas Center-Grimes Community School District on October 26, 2021, and said taxing entities were advised of a consultation at 3:30 o'clock P.M. on November 3, 2021, at the Dallas Center City Hall; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the Council, and none of the taxing entities appeared at the consultation and none of the taxing entities have submitted any recommendations in writing as set forth in the report of the Mayor, filed herewith and incorporated herein by this reference, which report is in all respects approved.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 7 to the Dallas Center Urban Renewal Plan of the City of Dallas Center, Iowa, identifying additional urban renewal projects, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds that no additional territory is being added to the Urban Renewal Area and that the following should be added as additional urban renewal projects: (a) Heritage Park Improvements, (b) Downtown Streetscape and Green Corridor, and (c) Walnut Street Sidewalk Improvements. The exact cost of the improvements and the extent of the cost of improvements set forth in the Urban Renewal Plan that will be funded from Tax Increment Financing will be determined by the City Council from time to time, as appropriate. The City Council reserves the right to not fund any of the identified projects from Tax Increment Financing or to partially fund a project from Tax Increment Financing.

Section 3. That Amendment No. 7 to the Dallas Center Urban Renewal Plan of the City of Dallas Center, Iowa, attached hereto as Exhibit "A" and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 7 to the

Dallas Center Urban Renewal Plan for the City of Dallas Center, Iowa"; Amendment No. 7 to the Dallas Center Urban Renewal Plan of the City of Dallas Center, Iowa, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of said Amendment No. 7 with the proceedings of this meeting.

Section 4. That said Amendment No. 7 to the Official Urban Renewal Plan of the City of Dallas Center, Iowa, (Dallas Center Urban Renewal Area Project) shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Dallas County, Iowa, to be filed and recorded in the manner provided by law.

Section 5. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 7 thereto, as well as Resolution Nos. 92-18, 93-22, 2000-17, 2009-13, 2014-27, 2018-38, and 2019-73 previously adopted by this City Council be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 9th day of November, 2021.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

EXHIBIT "A"

URBAN RENEWAL AREA

DALLAS CENTER URBAN RENEWAL AREA

DALLAS CENTER, IOWA

OCTOBER 2021

AMENDMENT NO. 1, MAY 1993

AMENDMENT NO. 2, NOVEMBER 2000

AMENDMENT NO. 3, MARCH 2009

AMENDMENT NO. 4, NOVEMBER 2014

AMENDMENT NO. 5, JULY 2018

AMENDMENT NO. 6, DECEMBER 2019

AMENDMENT No. 7, OCTOBER 2021



VEENSTRA & KIMM, INC.

AMENDMENT NO. 7

URBAN RENEWAL PLAN DALLAS CENTER URBAN RENEWAL AREA DALLAS CENTER, IOWA

INTRODUCTION

The Dallas Center Urban Renewal Plan was originally adopted in October 1992. The plan was amended in May 1993 to add Amendment No. 1. The plan was amended in November 2000 to add Amendment No. 2. The plan was amended in March 2009 to add Amendment No. 3. The plan was amended in October 2014 in Amendment No. 4 to adjust and correct the boundary of the Urban Renewal Area. Amendment No. 5 added a project to the Urban Renewal Area Plan and added language to the plan required by statutory changes since Amendment No. 4.

Amendment No. 6 in December 2019 added two areas to the Urban Renewal Area. Amendment No. 6 added two new projects including the partial funding of the Wastewater Treatment Plant Improvement project and partial funding of the Swimming Pool Improvement project.

This Amendment No. 7 adds three projects including the funding for the Downtown Streetscape and Green Corridor, the Heritage Park Improvements and sidewalks along Walnut Street.

No area is added by this Amendment No. 7.

The Urban Renewal Plan Amendment ("Urban Renewal Plan Amendment" or "Plan") amends the Urban Renewal Area ("Urban Renewal Area" or "Area") originally established in October 1992. In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended. The Urban Renewal Area is being amended in accordance with the requirements of Chapter 403 of the Code of Iowa.

URBAN RENEWAL AREA

The boundary of the original Urban Renewal Area established in 1992, as illustrated in yellow on Exhibit A, includes an area in the City of Dallas Center described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 35, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa; thence southerly along the Quarter-Quarter line of the Southwest corner to the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 35; then Westerly along the North right-of-way line of Sugar Grove Avenue (Highway 44) to a point directly North of the Northeast corner of Lot 4 in Block 66 of Huber and

Vandercook's Addition to the City of Dallas Center, Iowa; thence southerly along the West boundary of Tenth Street to the Southeast corner of Lot 1 in Block 2 of said Huber and Vandercook's Addition; thence easterly to the Southeast corner of Lot 1 in Block 1 of said Huber and Vandercook's Addition and continuing easterly along the South right-of-way of Linden Street and continuing easterly to the Southeast corner of Lot 63 in Meadow View Acres Plat One to the City of Dallas Center, Iowa; thence northerly along the East existing corporate boundaries to the Northeast corner of Lot 71 in said Meadow View Acres Plat One; thence westerly to the section line (which is the center of the platted Fair View Drive); thence northerly along the existing corporate boundary and continuing to follow the existing corporate boundary to the Northeast corner of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas County, Iowa; thence northerly along the section line of the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 35, Township 80 North, Range 27 West of the 5th P.M., thence westerly to the point of beginning.

The boundaries of the additional areas added to the Dallas Center Urban Renewal Area in 1993 in Amendment No. 1, as illustrated in blue on Exhibit A, are described as follows:

Commencing at the Southeast corner of Lot 1 in Block 66 of Huber and Vandercook's Addition to the City of Dallas Center, Dallas County, Iowa; thence westerly to the Southeast corner of Lot 1 in Block 1 of Brenton's Addition to the City of Dallas Center; thence southerly to a point 70 feet west of the Northwest corner of Lot 8 in Block 78 of the Original City of Dallas Center; thence easterly to the Northeast corner of Lot 3 in block 78 of the Original City of Dallas Center; thence northerly to the Northeast corner of Lot 4 in Block 75 of the Original City of Dallas Center; thence easterly to the Northeast corner of Lot 4 in Block 50 of Huber and Vandercook's Addition; and thence northerly to the point of beginning, all in the City of Dallas Center, Dallas County, Iowa;

and

Beginning at a point 254.75 feet North of the Northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) Northeast Quarter (NE $\frac{1}{4}$), Section Two (2), Township 79 North of Range 27, West of the 5th P.M., Dallas County, Iowa, thence West 500 feet, thence South 300 feet, thence East 500 feet, thence North 300 feet to the point of beginning, containing 3.443 acres, more or less; and

Commencing at the Southeast Corner of Lot numbered Five (5) in Block numbered Forty-eight (48), in Huber and Vandercook's Addition to the City of Dallas Center, Dallas County, Iowa, thence East 872 feet; thence North 150 feet; thence West 250 feet; thence South 117 feet; thence West 622 feet; thence South 33 feet to place of beginning; and

Commencing at the Southeast Corner of Lot Five (5) in Block numbered Forty-eight (48), in Huber and Vandercook's Addition to the City of Dallas Center, Dallas County, Iowa, thence East 872 feet; thence North 150 feet; thence West 250 feet to the point of beginning;

thence South 117 feet; thence West 125 feet; thence North 117 feet; thence East 125 feet; more or less, to the aforesaid point of beginning, all in Section Two (2), Township 79 North of Range 27, West of the 5th P.M., Dallas County, Iowa. The area includes the full right-of-way of all streets forming the boundary.

The boundaries of the additional areas added to the Dallas Center Urban Renewal Area in 2000 in Amendment No. 2, as illustrated in pink on Exhibit A, are described as follows:

Commencing at the Northeast Corner of Section 2, Township 79 North, Range 27 West of the 5th Principal Meridian; thence south a distance of 715 feet along the east line of the northeast corner of said Section 2 to the point of beginning, said point being on line with the south line of Maple Street; thence continuing south along the east line of the Northeast Quarter (NE 1/4) of said Section 2, a measured distance of 361.85 feet; thence west a distance of 452 feet; thence south a distance of 115 feet; thence west a distance of 375 feet; thence south a distance of 117 feet; thence west a distance of 497 feet; thence north a distance of 181 feet; thence east a distance of 166 feet; thence north a distance of 416 feet; thence east a distance of approximately 1,158 feet to the point of beginning,

and

Commencing at the northeast corner of Lot 3 in Block 78 of the original City of Dallas Center; thence east to the northwest corner of Lot 14 of the original City of Dallas Center; thence south along the east right-of-way of Percival Avenue to the southwest corner of Lot 8 in Block 9 of the original City of Dallas Center; thence east along the north right-of-way line of Linden Street to the east line of the Northwest Quarter (NW 1/4) of Section 2, Township 79 North, Range 27 West of the 5th Principal Meridian, said point also being located in the center of the right-of-way of 13th Street; thence south along the east line of the Northeast Quarter (NE 1/4) of said Section 2 to the Center of said Section 2; thence south along the east line of the Southwest Quarter (SW 1/4) of said Section 2 to the southeast corner of the north 10 acres of the South One-half of the Southwest Quarter (SW 1/2 SW 1/4) of said Section 2; thence west along the south line of the north 10 acres of the South One-half of the Southwest Quarter (S 1/2 SW 1/4) of said Section 2 to the west line of the Southwest Quarter (SW 1/4) of said Section 2; thence north along the west line of said Section 2 to the West Quarter corner (W 1/4 cor.) of said Section 2; thence north to a point on the north right-of-way line of Linden Street; thence east along the north line of Linden Street to the point of intersection with the west right-of-way line of Kellogg Avenue; thence north along the west right-of-way line of Kellogg Avenue to a point located 70 feet west of the northwest corner of Lot 8 in Block 78 of the original City of Dallas Center; thence east to the northwest corner of Lot 8 in Block 78 of the original City of Dallas Center; thence east along the north line of block 78 in the original City of Dallas Center to the point of beginning,

and

The Southwest Quarter (SW 1/4) of Section 1, Township 79 North, Range 27 West of the 5th Principal Meridian, City of Dallas Center, Dallas County, Iowa, lying north of the railroad right-of-way.

The boundaries of the additional area added to the Urban Renewal Area in 2009 in Amendment No. 3, as illustrated in green on Exhibit A, are described as follow:

Commencing at the northeast corner of Lot 4, Block 50 Huber and Vandercook's Addition, said point being the southwest corner of the intersection of the right-of-way of Maple Street and 10th Street; thence west along the south right-of-way line of Maple Street to the northwest corner of Lot 5, Block 56 of the original City of Dallas Center, said point being the southeast corner of the intersection of the right-of-way of Maple Street and Percival Avenue; thence south along the east right-of-way line of Percival Avenue to the northwest corner of Lot 14, Block 25 of the original City of Dallas Center, said point being the southeast corner of the intersection of the right-of-way of Percival Avenue and Sycamore Street; thence east along the south right-of-way line of Sycamore Street to the northeast corner of Lot 16, Block 31 Huber and Vandercook's Addition, said point being the southwest corner of the intersection of the right-of-way of Sycamore Street and 10th Street; thence north along the west right-of-way line of 10th Street to the point of beginning.

The boundaries of the additional area added to the Dallas Center Urban Renewal Area in 2014 in Amendment No. 4, as illustrated in orange on Exhibit A, is described as follows:

The first change increases the urban renewal area by adding the following area.

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 35, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa; continuing at the Southeast corner of Lot 63 in Meadow View Acres Plat One to the City of Dallas Center, Iowa; thence easterly along the South line of Parcel FF of a Plat of Survey recorded December 7, 2012 in Book 2012, Page 22201 to the Southeast corner of Parcel FF; thence northerly along the East line of the Plat of Survey recorded December 7, 2012 in Book 2012, Page 22201 to the northeast corner of Parcel AA in the Plat of Survey recorded December 7, 2012 in Book 2012; Page 22201; thence westerly to the Northeast corner of Lot 71 in said Meadow View Acres Plat One;

The area added as part of Amendment No. 4 consists of six lots created by a Plat of Survey dated December 7, 2012. These lots have been conveyed to and tied to lots located within Meadow View Acres Plat One. Because the added area consists of parcels that have been made a part of parcels located within the original urban renewal area, the additional area added as part of Amendment No. 4 is to be considered part of the original urban renewal area resulting in a description of the original urban renewal area being as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 35, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa; thence southerly along the Quarter-Quarter line to the Southwest corner of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 35; thence Westerly along the North right-of-way line of Sugar Grove Avenue (Highway 44) to a point directly North of the Northeast corner of Lot 4 in Block 66 of Huber and Vandercook's Addition to the City of Dallas Center, Iowa; thence southerly along the West boundary of Tenth Street to the Southeast corner of Lot 1 in Block 2 of said Huber and Vandercook's Addition and continuing easterly along the South right-of-way of Linden Street and continuing easterly to the Southeast corner of Lot 63 in Meadow View Acres Plat One to the City of Dallas Center, Iowa; thence easterly along the South line of Parcel FF of a Plat of Survey recorded December 7, 2012 in Book 2012, Page 22201 to the Southeast corner of Parcel FF; thence northerly along the East line of the Plat of Survey recorded December 7, 2012 in Book 2012, Page 22201 to the northeast corner of Parcel AA in the Plat of Survey recorded December 7, 2012 in Book 2012, Page 22201; thence westerly to the Northeast corner of Lot 71 in said Meadow View Acres Plat One; thence westerly to the section line (which is the center of platted Fair View Drive); thence northerly along the existing corporate boundary and continuing to follow the existing corporate boundary to the Northeast corner of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas County, Iowa; thence northerly along the section line to the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 35, Township 80 North, Range 27 West of the 5th P.M., thence westerly to the point of beginning.

The urban renewal area set forth in Amendment No. 2 includes a small overlap with a portion of Lot 63 Meadow View Acres Plat One. The area added as part of this amendment creates an additional overlap with the area added as a part of Amendment No. 2. To eliminate the overlap the area added in Amendment No. 2 is modified to delete the overlap resulting in the description of the area being changed from its original description reading:

The Southwest Quarter (SW1/4) of Section 1, Township 79 North, Range 27 West of the 5th Principal Meridian, Dallas Center, Iowa, lying north of the railroad right-of-way.

to read as follows:

The Southwest Quarter (SW1/4) of Section 1, Township 79 North, Range 27 West of the 5th Principal Meridian, Dallas Center, Iowa, lying north of the railroad right-of-way, except that portion of Lot 63 Meadow View Acres Plat One and that portion of Lot FF as set forth in a Plat of Survey dated December 7, 2012 located within the Southwest Quarter (SW1/4) of said Section 1.

Amendment No. 4 clarified the original urban renewal area established in 1992 included the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 35, Township 80 North, Range 27 West of the 5th Principal Meridian, City of Dallas Center, Dallas County, Iowa. Although included in the original description, the maps prepared as part of the original Urban Renewal Plan and all subsequent maps, erroneously omitted this quarter quarter section from inclusion within the urban renewal area. Amendment No. 4 clarified the Northeast Quarter of the Southeast Quarter of Section 1 is included within the urban renewal plan area.

Amendment No. 5 to the Urban Renewal Plan did not change the Urban Renewal Area.

The boundary of the additional areas added to the Dallas Center Urban Renewal Area as part of Amendment No. 6 in 2019 as illustrated in brown on Exhibit A and is described as follows:

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

and

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

thence northwesterly along the northeasterly line of the former railroad right-of-way to the point of intersection with the right-of-way line of Linden Street extended; thence East along the South right-of-way line of Linden Street extended and Linden Street to the West right-of-way line of 10th Street; thence North along the West right-of-way line of 10th Street to the point of beginning.

AGRICULTURAL PROPERTY

Portions of the property within the Urban Renewal Area, as amended, are classified as "agricultural land" as defined in Section 403.17(3) of the Code of Iowa. None of the agricultural land added in the original Urban Renewal Area, Amendment No. 1, Amendment No. 2, Amendment No. 3, or Amendment No. 4 was added subsequent to the date when property owners were required to consent to the inclusion of agricultural land within an urban renewal area.

A portion of the property included in Urban Renewal Amendment No. 6 was classified as agricultural land. The property owner of the agricultural land consented to inclusion of the property within the urban renewal area.

No additional area is added to the Urban Renewal Area as part of this Amendment No. 7.

BASE VALUATION

If the Urban Renewal Area is legally established and a TIF ordinance is adopted, the base valuation will be the sum of the assessed value of the taxable property in the area covered by the TIF ordinance as of January 1 of the calendar year preceding the first calendar year in which the City certifies debt to the Dallas County Auditor that is payable from the division of property tax revenue under Section 403.19 of the Code of Iowa.

EFFECTIVE DATE

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan and Area, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Area, including each Amendment Area, for the maximum period allowed by law.

As part of Amendment No. 4 to the Urban Renewal Plan the City modified the ending dates of the urban renewal area as set forth in the original urban renewal plan area, and the areas in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 6 as follows:

- a. The original urban renewal plan area will terminate June 30, 2031.
- b. The area in Amendment No. 1 will terminate June 30, 2031.
- c. The area in Amendment No. 2 will terminate June 30, 2022.
- d. The area in Amendment No. 3 will terminate June 30, 2031.
- e. The area in Amendment No. 4 will terminate June 30, 2031.
- f. The area in Amendment No. 6 will terminate June 30, 2031.

Amendment No. 5 added no area to the Urban Renewal Area.

This Amendment No. 7 adds no area to the Urban Renewal Area.

TAX INCREMENT DISTRICT

The original Urban Renewal Plan was adopted during calendar year 1992. The “frozen base” of the original district as described in Section B of the original Urban Renewal Plan was the taxable valuation in place as of January 1, 1991.

Amendment No. 1 of the Urban Renewal Plan was adopted during calendar year 1993. The “frozen base” of the area in the amended district was the taxable valuation in place as of January 1, 1992.

Amendment No. 2 of the Urban Renewal Plan was adopted during calendar year 2000. The “frozen base” of the area added in the second amendment to the urban renewal area was the taxable valuation in place as of January 1, 1999.

Amendment No. 3 of the Urban Renewal Plan was adopted during calendar year 2009. The “frozen base” of the area added in the third amendment to the urban renewal area was the taxable valuation in place as of January 1, 2008.

Amendment No. 4 of the Urban Renewal Plan was adopted during calendar year 2014. The “frozen base” of any area added or subtracted in the fourth amendment to the district will be the taxable valuation in place as of January 1, 2013.

Amendment No. 6 of the Urban Renewal Plan was adopted during calendar year 2019. The “frozen base” of any area added in the sixth amendment to the district will be the taxable valuation in place as of January 1, 2019.

The “frozen base” value of the area of the district will be determined by adding the January 1, 1991 valuation of the original district, the January 1, 1992 valuation of the area included in Amendment No. 1, the January 1, 1999 valuation of the area added in Amendment No. 2, the January 1, 2008 valuation of the area added in Amendment No. 3, the January 1, 2013 valuation of any area added as a result of Amendment No. 4 and the January 1, 2018 valuation of any area added as a result of Amendment No. 6. In the event of an overlap of areas the “frozen base” will be the base as of the year in which the area was first added to the Urban Renewal Area.

No area was added to the Urban Renewal Area as part of Amendment No. 5.

No area is being added to the Urban Renewal Area as part of Amendment No. 7.

URBAN RENEWAL FINANCING

The City of Dallas Center intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of Dallas Center has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the proposed urban renewal project. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Dallas Center. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers or private entities in connection with the urban renewal project identified in the Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of the Urban Renewal Plan.

AREA OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for development within the Area.

More specific objectives for development within the Urban Renewal Area are as follows:

- To help finance the cost of constructing sanitary sewer, water main, streets and other public improvements in support of new development.
- To improve the conditions in the area through the construction of public improvements, such as streets and sidewalks.
- New rehabilitated, converted or expanded industrial uses within the Industrial land use area.
- New rehabilitated, converted or expanded commercial uses within the commercial land use area.

TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa including, but not limited to, tax increment financing. Activities may include:

- A. To arrange for or cause to be provided the construction or repair of public infrastructure including water lines, sewer lines, streets or other facilities in connection with urban renewal projects.
- B. To undertake or carry out urban renewal projects through the execution of contracts and other instruments.

- C. To provide for the construction of specific improvements such as grading and site preparation activities, access roads and parking, railroad spurs, fencing, utility connections and related activities.
- D. To acquire property or interest in property through a variety of mechanisms including purchase, lease and option to facilitate development which is consistent with this plan and its objectives and to dispose of the property so acquired. The City may also hold, clear or prepare property for redevelopment.
- E. To plan for relocation of persons and businesses displaced by a project and to make necessary relocation payments.
- F. To make loans or grants to private persons or businesses for economic development purposes on such terms as may be determined by the City Council.
- G. To borrow money or to provide security, therefore.
- H. To make or have made surveys and plans necessary for the urban renewal program or specific urban renewal projects to use tax increment financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure. To use any and all other powers granted by Chapter 403 of the Code of Iowa to develop and provide for improved economic conditions for the City of Dallas Center and the State of Iowa.
- I. Property acquisition for public facilities
- J. Construction of public facilities, including the development of parks and building facilities.
- K. Upgrading and renovation of facilities acquired by the City, including building facilities.
- L. Public infrastructure including streets, drainage, water and sanitary sewer.
- M. To construct sidewalk and street improvements within the area.
- N. To make loans, grants or rebates to developers to construct public infrastructure on such terms as may be determined by the City Council.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

URBAN RENEWAL PROJECTS - THIS AMENDMENT

The City of Dallas Center intends to utilize tax increment financing to pay some or all of the costs of certain improvements located within or adjacent to the urban renewal areas. The projects or purposes for which the funds will be expended include:

- a. Construction of the Heritage Park Improvements located in Heritage Park north of Walnut Street and west of 13th Street including site preparation, a pavilion and furnishings. The estimated cost for the improvements is \$300,000.
- b. Downtown Streetscape and Green Corridor located along Walnut Street, including streetscape and green corridor improvements, green alleyways and pocket parks. The estimated cost for the improvements is \$500,000.
- c. Walnut Street Sidewalk Improvements to complete missing reaches of sidewalk westerly of 9th Street. The estimated cost for the improvements is \$100,000.

The exact cost of the improvement and the extent of the cost of improvements set forth in the Urban Renewal Plan that will be funded from Tax increment Financing will be determined by the City Council from time to time, as appropriate. The City Council reserves the right to not fund any of the identified projects from Tax Increment Financing or to partially fund a project from Tax Increment Financing.

The City may certify up to \$20,000 for costs related to planning, engineering for the Urban Renewal Plan, attorney's fees and other costs in connection with the Urban Renewal Plan.

Any new or additional projects may be funded from Tax Increment Financing only to the extent set forth in a subsequent amendment to this Urban Renewal Plan.

EXISTING DEBT

A summary of the existing general obligation debt of the City of Dallas Center as of October 1, 2021 is as follows:

<u>Issue Date</u>	<u>Maturity Date</u>	<u>Amount Issued</u>	<u>Amount Outstanding</u>	<u>Purpose</u>
9/24/2020	6/1/2031	\$870,000	\$768,000	Street Improvements
12/22/2016	6/1/2036	\$3,000,000	\$2,560,000	Storm Drainage Improvements
6/5/2020	6/1/2036	\$1,140,000	\$1,093,000	Wastewater Treatment Plant
			<u>\$4,421,000</u>	

As of September 30, 2021, the City has outstanding \$4,421,000 in general obligation debt.

On June 1, 2022 the City will make the annual principal payment on the outstanding general obligation bond issues. As of June 2, 2022, the outstanding principal will decrease by \$255,000 to \$4,166,000.

The total assessed value of the City as of January 1, 2021 is \$162,708,370. The constitutional debt limit of the City of Dallas Center is \$8,135,269.

As of September 30, 2021, the outstanding debt consists of 54.34% of the constitutional debt limit. As of June 2, 2022 the outstanding debt will decrease to 51.21% of the outstanding debt.

A specific amount of debt to be incurred for the Eligible Urban Renewal Projects, as identified in this Plan, has not yet been determined. This document is for planning purposes. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately \$920,000.

DEVELOPMENT PLAN

The City of Dallas Center has a general plan for the physical development of the City, as a whole, outlined in the Comprehensive Plan for the City of Dallas Center. The goals, objectives, and projects proposed in this Urban Renewal Plan are in conformity with the goals, objectives, and policy recommendations established in the Comprehensive Plan for the City of Dallas Center.

Any need for constructing traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth herein.

The Urban Renewal Area consists of land zoned for various residential and commercial zoning districts. This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process.

PROPERTY ACQUISITION/DISPOSITION

Other than easements and public right-of-ways, no property acquisition by the City is anticipated at this time. However, if property acquisition/disposition becomes necessary to accomplish the objectives of the Plan, urban renewal powers will be carried out, without limitation, in accordance with the State of Iowa Urban Renewal Law.

RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal project; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorized or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

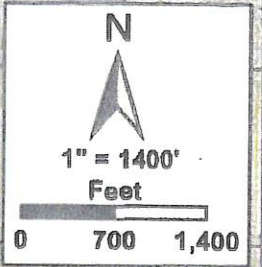
URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be further amended from time to time for a number of reasons, including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

EXHIBIT A

MAP OF URBAN RENEWAL AREA



URBAN RENEWAL AREA

- ORIGINAL AREA (1992)
- AMENDMENT 1 (1993)
- AMENDMENT 2 (2000)
- AMENDMENT 3 (2009)
- AMENDMENT 4 (2014)
- AMENDMENT 6 (2019)

INSET MAP
1" = 400'

VEENSTRA & KIMM, INC.
NOVEMBER 16, 2019

**URBAN RENEWAL AREA
DALLAS CENTER, IOWA**



VEENSTRA & KIMM, INC.

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

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

November 4, 2021

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

DALLAS CENTER, IOWA
WATER TREATMENT PLANT FILTER REPLACEMENT
PARTIAL PAYMENT ESTIMATE NO. 3

Enclosed is a copy of Partial Payment Estimate No. 3 for the Water Treatment Plant Filter Replacement project. Partial Payment Estimate No. 3 is in the amount of \$107,375.00.

Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 3 and would recommend its approval and payment.

Partial Payment Estimate No. 3 includes payment for the filter tanks and the initial work on installation. The work completed includes the first portions of the removal of the existing filters. Krudico is in the process of removal of the filters and that work will be followed by the installation of the new filters. It is anticipated most of the remaining work on the project will be completed during the month of November 2021.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or at bveenstra@v-k.net.

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVJr:paj

212178

Enclosure

Cc: Ralph Brown, Brown, Fagen, & Rouse



VEENSTRA & KIMM, INC.

3000 Westown Parkway West Des Moines, Iowa 50266-1320

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

Date: November 4, 2021

PAY ESTIMATE NO. 3

Project Title	Water Treatment Plant Filter Replacement Dallas Center, Iowa		Contractor	Krudico, Inc. 308 E. 4th St. Auburn, IA 51433
Original Contract Amount & Date	\$248,542.00	May 11, 2021	Pay Period	October., 2021 to October 31, 2021

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	Filter Replacement	LS	1	\$ 248,542.00	\$ 248,542.00		\$ -

SUMMARY

		Contract Price	Value Completed
Original Contract Price		\$248,542.00	\$ -
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 248,542.00	\$ -
Materials Stored			\$ 156,102.00
Value of Completed Work and Materials Stored			\$ 156,102.00
Less Retained Percentage (0%)			
Net Amount Due This Estimate			\$ 156,102.00
Less Estimate(s) Previously Approved	No.1	\$ 40,392.00	
	No.2	\$ 8,335.00	
	No.3		
	No.4		
	No.5		
	No.6		
	No.7		
	No.8		
	No.9		
	No.10		
	No.11		
	No.12		
Less Total Pay Estimates Previously Approved			\$ 48,727.00
Amount Due This Estimate			\$ 107,375.00

The amount \$ 107,375.00 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: Krudico, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Dallas Center
Signature:	Signature:	Signature:
Name:	Name:	Name:
Title:	Title: Project Manager	Title:
Date:	Date:	Date:



October 26, 2021

Brian Slaughter
City of Dallas Center
1502 Walnut Street
P.O. Box 396
Dallas Center, Iowa 50063

DALLAS CENTER, IOWA
NORTHVIEW DRIVE AREA
DRAINAGE AREAS

As a follow up to the discussion at the October 25, 2021 City Council meeting, enclosed is a copy of an aerial photograph showing the drainage areas that are tributary to the area of Northview Drive just west of Fairview Drive. Based on a review of the Lidar based elevation data it appears there are three distinct drainage areas all tributary to the area of Northview Drive and Fairview Drive.

The southerly most drainage area encompasses the area from the houses on the north side of Vine Street to the residences on the south side of Northview Drive. This drainage area extends to the west side of Circle Drive. In this area the natural drainage is easterly along the rear yards of the residences on the south side of Northview Drive.

The overland flow from this area is easterly and flows into the southwest quadrant of the lot at 602 Northview. The lot at 602 Northview is relatively flat with no defined drainage pattern across the lot to the northeast corner of the lot. This drainage area encompasses approximately 3.5 acres.

The second drainage area extends from the residences on the south side of Northview Drive to the residences on the north side of Northview Drive. This drainage area extends westerly from Fairview Drive to west of Circle Drive. The lot grading in this area is such that the front yards and portions of the residence area along both side of Northview Drive drain toward the street and then easterly along Northview Drive toward Fairview Drive. This area encompasses approximately 4.5 acres.

The third drainage area is the largest of the three drainage areas and extends from the residences on the north side of the Northview Drive northerly and westerly. This drainage area is theoretically up to 41 acres in total area.

Brian Slaughter
October 26, 2021
Page 2

In the western part of this drainage area the drainage patterns are not uniform. While the undeveloped ground had a general drainage pattern the individual lot development and street construction impacts the natural overland flow and likely delays the runoff. However, in the eastern and northern part of this drainage area is reasonably undeveloped and natural overland flow will occur. As shown on the enclosed drawing the natural drainage is to the southeast with a secondary drainage pattern easterly along the north side of the lots on the north side of Northview Drive.

As indicated on the enclosed drawing the natural low lying drainage swale is through the northeast corner of the property at 605 Northview Drive. The natural drainage pattern is as described by the residents at the City Council meeting.

The purpose of this letter is to provide some initial background information on the drainage areas and drainage patterns in the general vicinity of Northview Drive and Fairview Drive. Additional discussions regarding options and alternatives can be developed based on the individual drainage areas and the options to improve the drainage within each of the individual basins as well as the overall area.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or at bveenstra@v-k.net.

VEENSTRA & KIMM, INC.



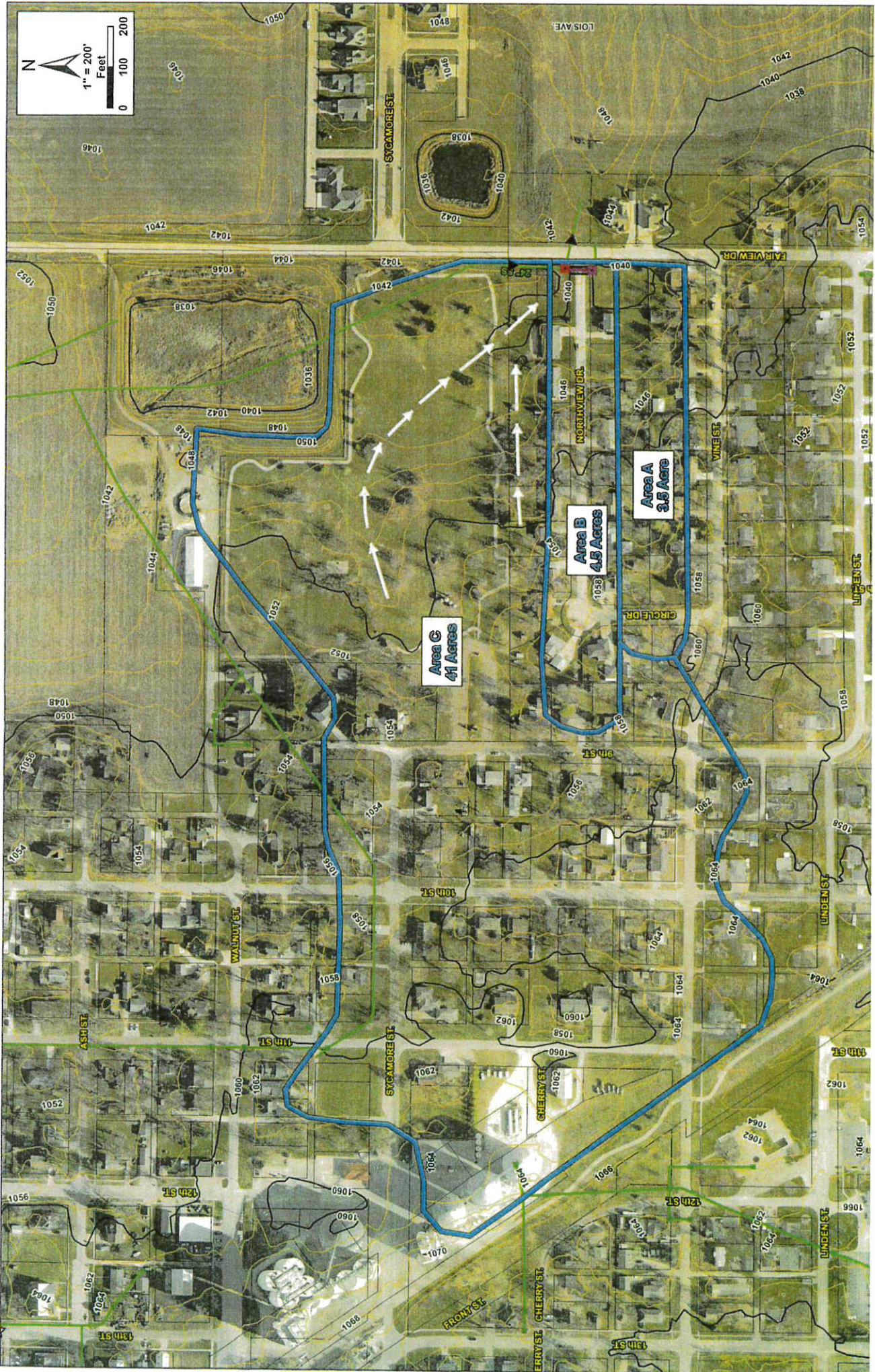
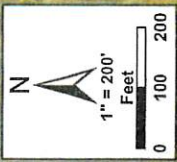
H. R. Veenstra Jr.

HRVJr:paj

212

Enclosure

Cc: Cindy Riesselman – w/enclosure
Ralph Brown – w/enclosure



Area C
41 Acres

Area B
4.5 Acres

Area A
3.8 Acres

**EXISTING AUTHORIZED TIF INDEBTEDNESS
FOR CURRENT AND FUTURE FISCAL YEARS**

Current FY 2021-2022

2011 Asphalt Overlay Project	\$ 8,955
Fair View Drive Sewer Project	\$ 45,564*
Dallas County Alliance Dues	\$ 4,058
Wastewater GO Debt Service	<u>\$ 69,860</u>
 TOTAL	 \$128,437

*\$12,800 of planned expense from paid in FY 2020-2021 because the previous expected "shortfall" was actually remitted by the County.

FY 2022-2023

2011 Asphalt Overlay Project	\$ 9,301
Dallas County Alliance Dues	\$ 4,058
Wastewater GO Debt Service	\$ 69,900
Urban Renewal Amend 7-Engineer	<u>\$ 628</u>
 SUBTOTAL	 \$ 83,887
 Heritage Park Improvements	 \$ _____
Downtown Streetscape/Green Corridor	\$ _____
Walnut Street Sidewalks	\$ _____
 GRAND TOTAL	 \$ _____

FY 2023-2024

2011 Asphalt Overlay Project	\$ 9,079
Dallas County Alliance Dues	\$ 4,058
Wastewater GO Debt Service	<u>\$ 69,920</u>
 TOTAL	 \$ 83,057

FY 2024-2025

2011 Asphalt Overlay Project	\$ 9,393
Dallas County Alliance Dues	\$ 4,058
Wastewater GO Debt Service	<u>\$ 69,920</u>

TOTAL	\$ 83,371
-------	-----------

FY 2025-2026

2011 Asphalt Overlay Project	\$ 9,669
Dallas County Alliance Dues	\$ 4,058
Wastewater GO Debt Service	<u>\$ 69,900</u>

TOTAL	\$ 83,627
-------	-----------

FY 2026-2027

2011 Asphalt Overlay Project	\$ 9,927
Dallas County Alliance Dues	\$ 4,058
Wastewater GO Debt Service	<u>\$ 69,860</u>

TOTAL	\$ 83,845
-------	-----------

FY 2027-2028

2011 Asphalt Overlay Project	\$ 10,141
Dallas County Alliance Dues	\$ 4,058
Wastewater GO Debt Service	<u>\$ 69,800</u>

TOTAL	\$ 83,999
-------	-----------

FY 2028-2029

2011 Asphalt Overlay Project	\$ 10,867
Dallas County Alliance Dues	\$ 4,058
Wastewater GO Debt Service	<u>\$ 69,720</u>

TOTAL	\$ 84,645
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FY 2029-2030

2011 Asphalt Overlay Project	\$ 11,007
Dallas County Alliance Dues	\$ 4,058
Wastewater GO Debt Service	<u>\$ 69,620</u>

TOTAL	\$ 84,685
-------	-----------

FY 2030-2031

2011 Asphalt Overlay Project	\$ 11,125
Dallas County Alliance Dues	\$ 4,058
Wastewater GO Debt Service	<u>\$ 69,500</u>
TOTAL	\$ 84,683

NOTES: The Original Urban Renewal Area and the areas in Amendment Nos. 1, 3, 4, 6, and 7 will terminate on June 30, 2031. The area in Amendment No. 2 will terminate on June 30, 2022. No area was added by Amendment Nos. 5 and 7.

RESOLUTION NO. 2021-63

A RESOLUTION AUTHORIZING AND CREATING TIF INDEBTEDNESS

WHEREAS, the Council has determined that TIF funds should be utilized to pay the following expenses incurred during fiscal year 2021-2022, and perhaps into fiscal year 2022-2023:

Dues paid to Dallas County Development, Inc. d/b/a Dallas County Development Alliance	\$ 4,057.50
Veenstra & Kimm, Inc. - engineering services for preparation of Amendment No. 7 to Dallas Center Urban Renewal Plan	\$ 628.00
	\$ _____

, and TIF indebtedness is hereby created which initially will be paid from the General Fund; and

WHEREAS, the Council has determined that TIF funds should be utilized to pay the following expenses that will be incurred during fiscal year 2022-2023:

Debt Service on the General Obligation Bond dated June 5, 2020 - Wastewater Treatment Facility Improvements	\$ 69,900.00
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, and TIF indebtedness is hereby created which initially will be paid from the Debt Service Fund.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA that the City Clerk is authorized to certify the foregoing TIF indebtedness to the Dallas County Auditor.

IT IS FURTHER RESOLVED that the City Clerk is authorized to reimburse designated Funds from the TIF Fund for all designated Projects as those TIF amounts become available, even in the event the anticipated TIF amounts are received from Dallas County in a prior fiscal year or not received from Dallas County until a subsequent fiscal year.

PASSED AND APPROVED by the City Council of the City of Dallas Center, Iowa, on this 9th day of November, 2021.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION 2021-64

**Approving Annual
Urban Renewal Report
to the State of Iowa**

Fiscal Year 2020-2021

(Attached Hereto)

November 9, 2021

PASSED AND APPROVED by the City Council of the City of Dallas Center, Iowa, on this 9th day of November, 2021.

ATTEST:

Michael A. Kidd, Mayor

Cindy Riesselman, City Clerk

Levy Authority Summary

Local Government Name: DALLAS CENTER
 Local Government Number: 25G230

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
DALLAS CENTER URBAN RENEWAL AREA	25012	6

TIF Debt Outstanding: 301,679

TIF Sp. Rev. Fund Cash Balance			Amount of 07-01-2020 Cash Balance
as of 07-01-2020:	9,928	0	Restricted for LMI

TIF Revenue:	151,597
TIF Sp. Revenue Fund Interest:	67
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	151,664

Rebate Expenditures:	0
Non-Rebate Expenditures:	156,651
Returned to County Treasurer:	0
Total Expenditures:	156,651

TIF Sp. Rev. Fund Cash Balance			Amount of 06-30-2021 Cash Balance
as of 06-30-2021:	4,941	0	Restricted for LMI

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 140,087

Urban Renewal Area Data Collection

Local Government Name: DALLAS CENTER (25G230)
 Urban Renewal Area: DALLAS CENTER URBAN RENEWAL AREA
 UR Area Number: 25012

 UR Area Creation Date: 01/1993

 UR Area Purpose: See Urban Renewal Plan, as amended.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
DALLAS CENTER CITY/DALLAS CENTER-GRIMES SCH/DALLAS CENTER URA 25012/92 TIF ORD 222A INCREMENT	250125	250126	2,870,500
DALLAS CENTER CITY AG/DALLAS CENTER-GRIMES SCH/DALLAS CENTER URA 25012/92 TIF ORD 222A INCREMENT	250127	250128	0
DALLAS CENTER CITY/DALLAS CENTER-GRIMES SCH/DALLAS CENTER URA 25012/93 TIF ORD 226 INCREMENT	250131	250132	987,512
DALLAS CENTER CITY/DALLAS CENTER-GRIMES SCH/DALLAS CENTER URA 25012/00 TIF ORD 277 INCREMENT	250209	250210	677,586
DALLAS CENTER CITY AG/DALLAS CENTER-GRIMES SCH/DALLAS CENTER URA 25012/00 TIF ORD 277 INCREMENT	250211	250212	0
DALLAS CENTER CITY/DALLAS CENTER-GRIMES SCH/DALLAS CENTER URA 25012/09 TIF ORD 397 INCREMENT	250367	250368	1,150,435

Urban Renewal Area Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	338,940	46,360,020	11,581,448	2,099,400	0	-64,820	60,572,690	0	60,572,690
Taxable	276,180	25,532,493	10,423,304	1,889,460	0	-64,820	38,240,232	0	38,240,232
Homestead Credits									208

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020:

9,928

0

Amount of 07-01-2020 Cash Balance Restricted for LMI

TIF Revenue: 151,597
 TIF Sp. Revenue Fund Interest: 67
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 151,664

Rebate Expenditures: 0
 Non-Rebate Expenditures: 156,651
 Returned to County Treasurer: 0
Total Expenditures: 156,651

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021:

4,941

0

Amount of 06-30-2021 Cash Balance Restricted for LMI

Projects For DALLAS CENTER URBAN RENEWAL AREA

Street Asphalt Overlay Project

Description:	Street Improvement with Asphalt Overlay
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Urban Renewal Plan Update

Description:	Urban Renewal Plan Update
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Dallas County Alliance Dues

Description:	Dallas County Alliance Dues
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Fair View Dr. Sanitary Sewer

Description:	Fair View Dr. Sanitary Sewer
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

Wastewater Treatment Upgrade

Description:	Wastewater Treatment Plant Upgrade
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For DALLAS CENTER URBAN RENEWAL AREA

Street Asphalt Overlay Project

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	86,597
Interest:	25,866
Total:	112,463
Annual Appropriation?:	Yes
Date Incurred:	03/04/2011
FY of Last Payment:	2031

Dallas County Alliance Dues

Debt/Obligation Type:	Internal Loans
Principal:	3,652
Interest:	0
Total:	3,652
Annual Appropriation?:	Yes
Date Incurred:	11/10/2016
FY of Last Payment:	2022

Fair View Drive Sanitary Sewer

Debt/Obligation Type:	Internal Loans
Principal:	185,564
Interest:	0
Total:	185,564
Annual Appropriation?:	No
Date Incurred:	11/13/2018
FY of Last Payment:	2022

Wastewater Treatment Plant

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	11/05/2020
FY of Last Payment:	2040

Non-Rebates For DALLAS CENTER URBAN RENEWAL AREA

TIF Expenditure Amount: 12,999
Tied To Debt: Street Asphalt Overlay Project
Tied To Project: Urban Renewal Plan Update

TIF Expenditure Amount: 3,652
Tied To Debt: Dallas County Alliance Dues
Tied To Project: Dallas County Alliance Dues

TIF Expenditure Amount: 140,000
Tied To Debt: Fair View Drive Sanitary Sewer
Tied To Project: Fair View Dr. Sanitary Sewer

TIF Taxing District Data Collection

Local Government Name: DALLAS CENTER (25G230)
 Urban Renewal Area: DALLAS CENTER URBAN RENEWAL AREA (25012)
 TIF Taxing District Name: DALLAS CENTER CITY/DALLAS CENTER-GRIMES SCH/DALLAS CENTER URA
 25012/92 TIF ORD 222A INCREMENT
 TIF Taxing District Inc. Number: 250126

		UR Designation
TIF Taxing District Base Year:	1991	Slum
FY TIF Revenue First Received:	1994	Blighted
Subject to a Statutory end date?	No	Economic Development
		No
		No
		01/1993

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	17,416,190	3,766,480	2,099,400	0	-29,632	23,252,438	0	23,252,438
Taxable	0	9,591,858	3,389,832	1,889,460	0	-29,632	14,841,518	0	14,841,518
Homestead Credits									78

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	6,243,152	14,841,518	2,870,500	11,971,018	303,829

FY 2021 TIF Revenue Received: 80,726

TIF Taxing District Data Collection

Local Government Name: DALLAS CENTER (25G230)
 Urban Renewal Area: DALLAS CENTER URBAN RENEWAL AREA (25012)
 TIF Taxing District Name: DALLAS CENTER CITY AG/DALLAS CENTER-GRIMES SCH/DALLAS CENTER
 URA 25012/92 TIF ORD 222A INCREMENT
 TIF Taxing District Inc. Number: 250128

		UR Designation
TIF Taxing District Base Year:	1991	Slum
FY TIF Revenue First Received:	1994	Blighted
Subject to a Statutory end date?	No	Economic Development
		No
		No
		01/1993

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	107,930	0	0	0	0	0	107,930	0	107,930
Taxable	87,945	0	0	0	0	0	87,945	0	87,945
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	107,930	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DALLAS CENTER (25G230)
 Urban Renewal Area: DALLAS CENTER URBAN RENEWAL AREA (25012)
 TIF Taxing District Name: DALLAS CENTER CITY/DALLAS CENTER-GRIMES SCH/DALLAS CENTER URA
 25012/93 TIF ORD 226 INCREMENT
 TIF Taxing District Inc. Number: 250132

	UR Designation
TIF Taxing District Base Year: 1992	Slum No
FY TIF Revenue First Received: 1995	Blighted No
Subject to a Statutory end date? No	Economic Development 01/1994

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	9,095,700	123,450	0	0	-14,816	9,204,334	0	9,204,334
Taxable	0	5,009,397	111,105	0	0	-14,816	5,105,686	0	5,105,686
Homestead Credits									43

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	2,980,308	5,105,686	987,512	4,118,174	104,521

FY 2021 TIF Revenue Received: 24,485

TIF Taxing District Data Collection

Local Government Name: DALLAS CENTER (25G230)
 Urban Renewal Area: DALLAS CENTER URBAN RENEWAL AREA (25012)
 TIF Taxing District Name: DALLAS CENTER CITY/DALLAS CENTER-GRIMES SCH/DALLAS CENTER URA
 25012/00 TIF ORD 277 INCREMENT
 TIF Taxing District Inc. Number: 250210

	UR Designation
TIF Taxing District Base Year: 1999	Slum No
FY TIF Revenue First Received: 2002	Blighted No
Subject to a Statutory end date? Yes	Economic Development 01/2001
Fiscal year this TIF Taxing District statutorily ends: 2022	

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	6,558,570	0	0	0	-9,260	6,723,960	0	6,723,960
Taxable	0	3,612,095	0	0	0	-9,260	3,727,273	0	3,727,273
Homestead Credits									28

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	3,229,830	3,503,390	677,586	2,825,804	71,720

FY 2021 TIF Revenue Received: 17,076

TIF Taxing District Data Collection

Local Government Name: DALLAS CENTER (25G230)
 Urban Renewal Area: DALLAS CENTER URBAN RENEWAL AREA (25012)
 TIF Taxing District Name: DALLAS CENTER CITY AG/DALLAS CENTER-GRIMES SCH/DALLAS CENTER URA 25012/00 TIF ORD 277 INCREMENT
 TIF Taxing District Inc. Number: 250212
 TIF Taxing District Base Year: 1999
 FY TIF Revenue First Received: 2002
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

	UR Designation
Slum	No
Blighted	No
Economic Development	01/2001

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	231,010	0	0	0	0	0	231,010	0	231,010
Taxable	188,235	0	0	0	0	0	188,235	0	188,235
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	231,010	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DALLAS CENTER (25G230)
 Urban Renewal Area: DALLAS CENTER URBAN RENEWAL AREA (25012)
 TIF Taxing District Name: DALLAS CENTER CITY/DALLAS CENTER-GRIMES SCH/DALLAS CENTER URA 25012/09 TIF ORD 397 INCREMENT
 TIF Taxing District Inc. Number: 250368
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received: 2011
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2031

	UR Designation
Slum	No
Blighted	No
Economic Development	01/2010

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	13,289,560	7,691,518	0	0	-11,112	21,053,018	0	21,053,018
Taxable	0	7,319,143	6,922,367	0	0	-11,112	14,289,575	0	14,289,575
Homestead Credits									59

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	15,115,980	5,948,150	1,150,435	4,797,715	121,768

FY 2021 TIF Revenue Received: 29,310

ORDINANCE NO. 561

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, TO MAKE THE INTERSECTION OF THIRTEENTH AND LINDEN STREETS A FOUR-CORNER STOP; REDUCING THE MAXIMUM SPEED LIMIT TO 25 MILES PER HOUR ON THIRTEENTH STREET IN THE VICINITY OF THE ELEMENTARY SCHOOL; AND ALLOWING PARKING ON A PORTION OF THE SOUTH SIDE OF LINDEN STREET BETWEEN NINTH STREET AND FAIR VIEW DRIVE

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

SECTION 1. Section 65.01(7)(D) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is amended to read as follows:

D. East and west entrances to Thirteenth Street from Cherry Street - stop signs;

SECTION 2. Sections 65.01(7)(E), 65.01(7)(F), and 65.01(G) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, are amended to be redesignated as Sections 65.01(7)(F), 65.01(7)(G), and 65.01(H).

SECTION 3. Section 65.01(7) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, (Stop Required) is amended by adding the following new subjection:

E. Intersection of Thirteenth Street and Linden Street - four corner stop signs;

SECTION 4. Section 63.04(2) of the Code of Ordinances of the City of Dallas Center, Iowa as amended, (Speed Regulations) is amended to read as follows:

2. Speed Limits on Thirteenth Street. Speeds in excess of the following limits on Thirteenth Street (and R Avenue in the County) are unlawful:

A. On the east side, from a point 2,345 feet south of the centerline of Linden Street

to a point 2,850 feet south of the centerline of Linden Street, 45 miles per hour.

B. On the east side, from a point 1,640 south of the centerline of Linden Street to a point 2,345 feet south of the centerline of Linden Street, 35 miles per hour.

C. On the east side, from a point at the center of Linden Street to a point 2,345 feet south of the centerline of Linden Street, 25 miles per hour.

D. On the west side, from a point at the center of Linden Street to a point 2,345 feet south of the centerline of Linden Street, 25 miles per hour.

E. On the west side, from a point beginning 2,345 feet south of the centerline of Linden Street continuing to a point 2,850 feet south of the centerline of Linden Street, 45 miles per hour.

SECTION 5. Section 69.08(19) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended (No Parking Zones) is amended to read as follows:

19. Linden Street from Twelfth Street to Thirteenth Street on the north side; from Ninth Street easterly to Fair View Drive on the north side; and from Ninth Street easterly to a point 181 feet west of the centerline of Eighth Street on the south side.

SECTION 6. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 7. 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.

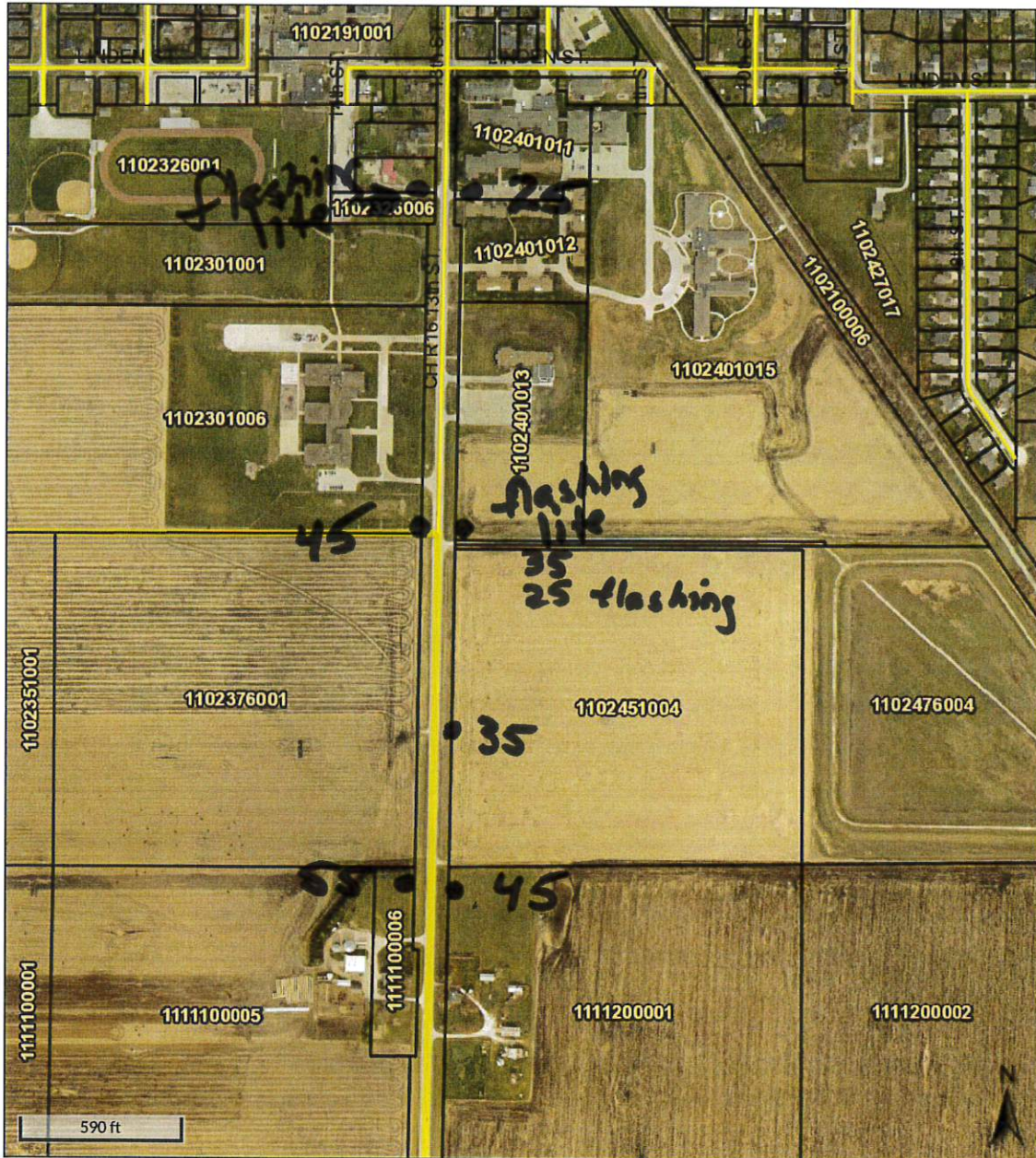
SECTION 8. Effective. This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Passed by the City Council on the 9th day of November, 2021,
and approved the 9th day of November, 2021.

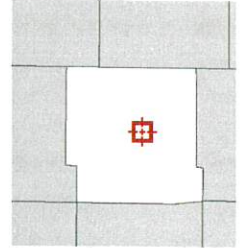
Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



Overview



Legend

-  Parcels
-  City Limits

Date created: 11/2/2021
 Last Data Uploaded: 11/1/2021 10:30:48 PM

Developed by  **Schneider**
 GEOSPATIAL

ORDINANCE NO. 558

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, TO REPLACE THE YIELD SIGN WITH A STOP SIGN AT THE INTERSECTION OF CIRCLE DRIVE AND VINE STREET; CHANGING NO PARKING ON THE EAST SIDE OF FAIR VIEW DRIVE FROM SUGAR GROVE AVENUE TO VINE STREET, TO FROM SUGAR GROVE AVENUE TO SYCAMORE STREET; AND ADDING NO PARKING ON THE EAST SIDE OF FAIR VIEW DRIVE FROM THE CENTER OF LINDEN STREET TO 70 FEET NORTH

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

SECTION 1. Section 65.01(12) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is amended to read as follows:

12. Circle Drive. Circle Drive entrance to Vine Street - stop sign.

SECTION 2. Section 69.08(31) of the Code of Ordinances of the City of Dallas Center, Iowa as amended, is amended to read as follows:

31. Fair View Drive from Sugar Grove Avenue south to Sycamore Street on the east side.

SECTION 3. Section 69.08 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended (No Parking Zones) is amended by adding the following new section:

54. Fair View Drive from the center of Linden Street north a distance of 70 feet on the east side.

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

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

SECTION 5. 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 9th day of November, 2021, and approved the 9th day of November, 2021.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2021-65

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, the following transfers are hereby authorized as the council has identified these necessary per the budget:

		Debit	Credit
Transfer from			
Sewer transfer out	610-910-6910	\$ 6,000.00	
Sewer savings	610-000-1160		\$ 6,000.00
Transfer to			
Depr Non Rut savings	029-000-1161	\$ 6,000.00	
Depr Non Rut transfer in	029-910-4830		\$ 6,000.00
Savings for equipment			
Transfer from			
Water transfer out	600-910-6910	\$ 6,000.00	
Water savings	600-000-1160		\$ 6,000.00
Transfer to			
Depr Non Rut savings	029-000-1161	\$ 6,000.00	
Depr Non RUT transfer in	029-910-4830		\$ 6,000.00
Savings for equipment			
Transfer from			
General transfer out	001-910-6910	\$64,000.00	
General savings	001-000-1160		\$64,000.00
Transfer to			
Depr FD savings	029-000-1165	\$17,000.00	
Depr Non Rut savings	029-000-1161	\$20,000.00	
Depr Park savings	029-000-1162	\$ 2,000.00	
Depr PW bld savings	029-000-1164	\$25,000.00	
Depr transfer in	029-910-4830		\$64,000.00
Savings for equipment			
Transfer from			
General transfer out	001-910-6910	\$39,772.00	
General savings	001-000-1160		\$39,772.00
Transfer to			
T&A FT savings	015-000-1160	\$39,772.00	
T&A FT transfer in	015-910-4830		\$39,772.00
Savings for equipment			
RUT transfer to			
Depr RUT savings	110-000-1161	\$25,000.00	
Transfer from			
RUT savings	110-000-1160		\$25,000.00
Savings for equipment			

Transfer from			
General transfer out	001-910-6910	\$ 1,000.00	
General savings	001-000-1160		\$ 1,000.00
Transfer to			
Water savings	600-000-1160	\$ 1,000.00	
Water transfer in	600-910-4830		\$ 1,000.00
Hydrant rent			
Transfer from			
General transfer out	001-910-6910	\$10,102.01	
General savings	001-000-1160		\$10,102.01
Transfer to			
Depr Non Rut savings	029-000-1161	\$10,102.01	
Depr transfer in	029-910-4830		\$10,102.01
Equipment sales			

**all DS transfers in are done on a monthly basis per debt schedules

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of November, 2021

Michael Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

Certificate of Resolution (2022)

2021-66

For City of Dallas Center

Section 125 Premium Only Plan

Plan Year Ending January 24, 2023

The undersigned Secretary or Principal of **City of Dallas Center** (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on **January 25, 2022**, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective **January 25, 2022**, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

By _____
Secretary/Principal

RESOLUTION NO. 2021-67

**RESOLUTION ESTABLISHING USE POLICIES AND GUIDELINES
FOR COMPUTER LAPTOPS AND TABLETS ISSUED BY THE CITY
FOR USE BY ELECTED OFFICIALS AND CITY EMPLOYEES**

WHEREAS, the City will be issuing laptop computers to the Mayor and Members of the City Council, as elected officials, recently purchased by the City through a state grant, and

WHEREAS, City employees have been issued tablets or laptop computers for city work; and

WHEREAS, it is appropriate for the Council to adopt use policies and guidelines for computer laptops and tablets issued by the City for use by elected officials and city employees; and

WHEREAS, the Use Policies and Guidelines attached hereto as Exhibit "A" should be adopted by the Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the Use Policies and Guidelines for computer laptops and tablets attached hereto as Exhibit "A" is adopted, and each elected official and city employee who is issued a city-owned computer laptop or tablet should complete and sign the attached form and return it to the City Clerk for filing.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of November, 2021.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

**CITY OF DALLAS CENTER
COMPUTER LAPTOP/TABLET
USE POLICIES AND GUIDELINES**

Elected officials (the Mayor and Council) and city employees have been issued computer laptops and/or tablets in an effort to limit the amount of paper use and to increase their efficiencies. The laptops and tablets issued by the City remain the property of the City of Dallas Center. The elected official or employee is responsible for care and good judgement when using the equipment. All elected officials and employees must adhere to the following Use Policies and Guidelines as well as all other policies of the City of Dallas Center's relative to city-owned property.

The equipment is assigned to the elected official or employee for the duration of his/her term or employment with the City of Dallas Center. The device must be surrendered to the City in appropriate working condition immediately upon the end of his/her term or employment or at the request of the City.

1. No modification of the operating system application or other software may be installed on a City-owned device without the authorization of the City Clerk.
2. The City Clerk must be given notification of each authorized installation.
3. The device may be taken to the elected official's home and workplace, and to the employee's home.
4. The device is sensitive to moisture and extreme heat. It must not be left in a car or location where it will be damaged and must be kept dry and away from sources of water such as sinks, bathtubs and pools.
5. Every effort will be made to prolong the condition of the device. For example, to extend the battery life of the device, do not constantly charge it. It is best to let the battery drain before recharging.
6. Any physical damage, intentional or not, to the device must be reported to the City Clerk immediately.
7. The elected official or employee understands that if she/he is found to be the cause of damage or loss of the device she/he may be responsible for repair/replacement costs.
8. The elected official or employee understands and acknowledges that all information on the device may be subject to the Iowa Open Records Law, and may be withheld from public disclosure only if it falls under an exemption from disclosure in the Open Records Law.

User Agreement - I hereby agree to comply with the statements and expectations outlined in this document and to honor all relevant laws and restrictions. I further agree to comply with the City's Computer Usage Policies and Guidelines as currently adopted and as may be amended from time to time.

Serial number and model number of the laptop/tablet I am now responsible for and in possession of: Serial # _____ Model # _____

Signature _____ Date _____

Printed Name _____

Assigned Department (Circle One)

MAYOR COUNCIL PUBLIC WORKS CLERK'S OFFICE OTHER _____

RESOLUTION NO. 2021-68

A RESOLUTION AMENDING THE PERSONNEL POLICY AND PROCEDURE MANUAL FOR EMPLOYEES OF THE CITY OF DALLAS CENTER, IOWA, RELATING TO THE CLOTHING ALLOWANCE FOR PUBLIC WORKS EMPLOYEES

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

WHEREAS, Section 17.02(6) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, provides for the authorization by resolution of the Council the number, duties and compensation of City employees; and

WHEREAS, the Council on May 10, 2005, by Resolution No. 2005-10 adopted a Personnel Policy and Procedure Manual for Employees of the City of Dallas Center, which Resolution was further amended by Resolution No. 2006-8 adopted by the Council on March 14, 2006, by Resolution 2008-27 adopted by the Council on May 13, 2008, by Resolution 2010-06 adopted by the Council on February 9, 2010, by Resolution 2015-09 adopted by the Council on March 10, 2015, by Resolution 2016-20 adopted by the Council on July 12, 2016, by Resolution 2017-1 adopted by the Council on January 10, 2017, and by Resolution 2021-38 adopted by the Council on July 13, 2021; and

WHEREAS, the Council has determined that Chapter 3, Section 352 of the personnel policies established by Resolution should be amended by modifying the clothing allowance for public works employees

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that Chapter 3, Section 352 of the Personnel Policy and Procedure Manual is hereby amended to read as follows:

352. Clothing Allowance - Full time employees in the Public Works Department are granted an annual \$400 clothing allowance. The allowance is treated as additional employee compensation and will be reported as income on the employee's Form W-2.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of November, 2021.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk