

NOTICE OF A PUBLIC MEETING
Dallas Center City Council
Tentative Agenda
February 8, 2022 – 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/85822342977>. If a Zoom user has the Zoom app, just enter the meeting ID 858 2234 2977 and the passcode is 647326.

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is 858 2234 2977#, the passcode is 647326: 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 Fiscal Year 2022-2023 City Budget maximum property tax dollars to certify for levy. Each person will have up to five minutes to comment on the City Budget maximum property tax dollars to certify for levy.

1. Pledge of Allegiance
2. Roll call
3. Action to approve agenda
4. Public Comments [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. Vacancy in the office of council member
 - a. Presentations by persons interested in appointment as council member (Robert Haxton, Angie Beaudet)
 - b. Appointment of person to fill vacancy in office of council member due to Danny Beyer's resignation upon his becoming Mayor
 - c. Administration of Oath of Office to new council member
6. Action to approve consent agenda
 - a. Approve minutes of January 11th regular meeting
 - b. January Treasurer's Report, Balance Sheet and Budget Report
 - c. January Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Action to approve hiring fire department volunteer Dan Case, pending background check
 - e. Action to approve Casey's General Store Class E liquor license with Class B wine permit, Class C beer permit (carryout permit), Class E liquor license and Sunday sales effective 04/01/2022
 - f. Action to approve Casey's General Store ownership update
 - g. Action to approve street closing request from K&E Distributing for an event on March 31, 2022
 - h. Approve invoices for payment (review committee Kluss and Coon)
7. Planning and Zoning Commission
 - a. Matt Ostanik – Report to Council
 - b. Review proposed Ordinance No. 566 – establishing multiple districts within the R-1 Single-Family Residential District
 - c. Action to set public hearing on Ordinance No. 566 for 7 p.m. on March 8, 2022
8. Parks and Recreation Board
 - a. Action to approve hiring Alexa Riesselman as Summer Pool Manager at \$17.00/hour effective February 9, 2022, pending background check
 - b. Action to approve recommendations on pay rates and employee reimbursements

- c. Action to approve Resolution 2022-12 – agreement with A King’s Throne
 - d. Bob King – action to authorize filing of application for Wellmark Large Match Grant for basketball court and teen playground both located in Mound Park
9. **HEARING APPEAL** – of Shayleen Hickle and Dakota Meadows on Notice of Non-Compliance (unlicensed and/or inoperable or wrecked vehicles) at 1607 Laurel Street, and action thereon.
10. Action on Resolution 2022-10 – modifying the Council’s December 14, 2021, Findings of Fact and Order of Council with respect to the Notice to Abate a Nuisance directed to Allan and Jill Wheeler, by removing the authority to rock a portion of their property in lieu of being paved
11. Skye View Estates
- a. Concept Plan presentation by Charles Goodall
 - b. Action to set public hearing on Application for Annexation filed by Skye View Estates, LLC, of 82.81 acres, more or less, parcel near the intersection of Highway 44 and R Avenue for 7 p.m. on March 8, 2022
12. Walnut Street Streetscape Phase 1
- a. Action on Resolution 2022-7 – ordering construction of the Walnut Street Streetscape Phase 1 Construction Project and fixing a date for hearing thereon (7 p.m. on April 12, 2022) and the taking of bids therefor (2 p.m. on April 7, 2022)
13. Minburn Communications
- a. Update on location for structure to house the broadband and fiber electronics
 - b. Review draft of lease agreement with Minburn Telephone Company d/b/a Minburn Communications
 - c. Action on Resolution 2022-8 – proposing to lease to Minburn Telephone Company d/b/a Minburn Communications a parcel of land at the city-owned public works facilities for construction of a communications structure and to grant an easement for the extension of fiber from that structure to the public right-of-way on Fair View Drive, and setting a public hearing thereon for 7 p.m. on March 8, 2022
14. Public Works
- a. Director’s Report
15. Municipal Water System
- a. Engineer’s Report
 - b. Action to approve Partial Payment Estimate No. 5 (Final) – Krudico, Inc. - \$30,440.00
 - c. Action on Resolution 2022-11 – accepting the Water Treatment Plant Filter Replacement Project
16. City Engineer – other matters
17. Hazard Mitigation Project (warning sirens)
- a. Consideration of competitive proposals
 - b. Action to authorize City Administrator to finalize proposal with the firm submitting the lowest proposal compatible with the Dallas County Weather Warn System
18. Action on Ordinance No. 567 – amending Chapter 96 of the Code of Ordinances (Building Sewers and Connections) by adding a section relating to the property owner’s failure to maintain the sewer service pipe, service line check valve, and sewer line valve, first reading
19. Annexation Discussion Update
20. \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022
- a. Action on Resolution 2022-9 – authorizing the issuance and levying a tax for the payment thereof
21. Action to approve tax abatement applications – 7 applications – 1401 Fair View Drive, 1403 Fair View Drive, 600 Oak Court, 605 Oak Court, 606 Oak Court, 122 Lake Shore Drive, 702 Evelyn Avenue
22. Fiscal Year 2023 Budget
- a. City Administrator’s report on the preliminary budget
 - b. Action on Resolution 2022-5 – approving the maximum property tax dollars for Fiscal Year 2022-2023 for the affected levy total
 - c. Action setting Public Hearing on Fiscal Year 2022-2023 City Budget for 7 pm on March 8, 2022
23. Action on Resolution 2022-6 – Dallas County Emergency Medical Services Affiliation Agreement with Dallas Center Emergency Rescue

24. Action to allow review committee to approve Wells Fargo credit card statements when received and to allow City Administrator's office to pay statements, once approved by the review committee
25. Council reports
26. Mayor's report
27. Adjournment

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	Feb Serv	\$292.50
Access Systems Leasing	Copier	\$355.36
Access Systems	Copier	\$40.97
Agsources Cooperative Svcs	Tests	\$1,735.50
Baker & Taylor Co.	Books	\$635.69
Baldon Hardware	Repairs	\$28.89
Bay Bridge Administrators	Insurance	\$100.42
Blackstrap, Inc.	Road Salt	\$1,766.02
Bomgaars	Supplies	\$299.50
Brown, Fagen & Rouse	Feb Serv	\$2,612.00
Capital City Equipment Co	Repairs	\$96.75
Centurylink	Jan Serv	\$756.86
Contractor Solutions, Llc	Repairs	\$2,723.42
Culligan Water System	Feb Serv	\$35.96
Dallas County Treasurer	Jan Serv	\$18,165.06
Delta Dental	Insurance	\$26.64
Delta Dental	Insurance	\$467.00
Digital Stew Services	Jan Serv	\$218.51
Eftps	Taxes	\$3,297.75
Eftps	Taxes	\$3,322.12
Galls, Llc	Uniforms	\$169.17
Gatehouse- Db Iowa Holdings	Publications	\$662.28
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$24.92
Git Insurance	Insurance	\$2,073.00
Hawkeye Truck Equipment	Repairs	\$57.00
Heartland Co-Op	Jan Serv	\$1,943.11
Hotsy Cleaning Systems	Supplies	\$502.90
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Hofland, Joel	Hsa	\$50.00
Hsa Riesselman, Cindy	Hsa	\$290.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$200.00
Iowa One Call	Dec Serv	\$12.60
Iowa Prison Industries	Signs	\$259.66
Ipers	Ipers	\$4,826.28
Iron Mountain	Jan Serv	\$87.18
Karen McCleary	Jan Serv	\$675.00

Kimball Midwest	Supplies	\$780.20
Robert King	Supplies	\$96.90
Koch Office Group	Copier	\$508.34
Krudico Inc	Water Plant	\$30,440.00
Eddie Leedom	Jan Serv	\$327.65
Library Ideas Llc	Books	\$186.35
Linde Gas & Equipment Inc.	Jan Serv	\$78.18
Logan Contractors Supply Inc	Repairs	\$147.50
Mahon Trucking Llc	Rock	\$3,672.81
Menards	Supplies	\$123.62
Midamerican Energy	Jan Serv	\$6,094.68
Midamerican Energy	Jan Serv	\$612.23
Minburn Communications	Feb Serv	\$54.99
Mosquito Control of Iowa	Spraying	\$7,250.00
Moss Bros, Inc	Snow Blower	\$1,182.08
Municipal Supply Inc	Repairs	\$300.10
Napa Auto Parts	Supplies	\$292.12
Nationwide Retirement Sol	Deferred Comp	\$450.00
Office Depot	Supplies	\$156.09
Rhinehart Excavating, Inc	Jan Serv	\$1,380.00
Treasurer - State of Iowa	Taxes	\$1,010.84
Treasurer - State of Iowa	Taxes	\$2,035.41
April Scrivner	Mileage	\$22.96
Sprayer Specialties, Inc	Supplies	\$104.44
State Hygienic Laboratory	Tests	\$124.00
Storey Kenworthy/Matt Parrott	Supplies	\$2,332.25
Uhs Premium Billing	Insurance	\$362.62
Uhs Premium Billing	Insurance	\$7,704.48
Usa Blue Book	Repairs	\$1,958.79
Veenstra & Kimm	Jan Serv	\$10,500.48
Verizon Wireless	Jan Serv	\$280.07
Treasurer - State of Iowa	Taxes	\$1,081.00
Waste Management	Dec Serv	\$14,093.74
Waste Management	Jan Serv	\$20,018.61
	Total Paid	\$164,763.43
	General	\$82,860.93
	Rut	\$7,710.40
	T&A(Eb)	\$12,997.17
	Water	\$17,384.98
	Water Cap Impr	\$34,757.00
	Sewer	\$8,914.59
	Storm District	\$138.36
	Total By Fund	\$164,763.43

Revenues

General Total \$32,198.11

T&A (Pd) Benevolent	\$0.17
T&A(Ft) Total	\$3.11
T&A(Sc) Total	\$0.60
Capital Improvement	\$42.91
T&A(SI) Total	\$3.32
Rut Total	\$21,573.10
T&A(Eb) Total	\$1,617.64
Local Option Sales Tax	\$38,508.21
Tif Total	\$2,578.84
Burnett Project Total	\$117.58
T&A(Burnett Cap Imp	\$46.06
Debt Service Total	\$13,976.06
Cap Imprv-Arpa	\$28.30
T&A(B) Total	\$0.77
T&A(Y) Total	\$0.76
Water Total	\$39,780.15
Sewer Total	\$32,639.58
Storm District Total	\$4,761.28
Total Revenue by Fund	\$187,876.55

NOTICE OF PUBLIC HEARING - CITY OF DALLAS CENTER - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/8/2022 **Meeting Time:** 07:00 PM **Meeting Location:** Memorial Hall 1502 Walnut Street Dallas Center, IA 50063

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.dallascenter.com

City Telephone Number
(515) 992-3725

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	92,282,210	94,810,109	94,810,109	
Tax Levies:				
Regular General	747,486	747,486	767,962	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	38,000	38,000	56,000	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement			0	
FICA & IPERS	78,664	78,664	81,603	
Other Employee Benefits	75,192	75,192	73,557	
Total Tax Levy	939,342	939,342	979,122	4.23
Tax Rate	10.17902	9.90761	10.32718	

Explanation of significant increases in the budget:

Increases in building permits, liability insurance, garbage fees, utility costs, parks upgrades, Walnut Street upgrades, Memorial Hall upgrades and personnel services including increases to salary and benefits renewals.

If applicable, the above notice also available online at:

Website: www.dallascenter.com; Facebook: <https://www.facebook.com/City-of-Dallas-Center/>; <https://www.facebook.com/RoyREstle/>; <https://www.facebook.com/DallasCenterParksandRecreation/>

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

The Dallas Center City Council met in regular session on January 11, 2022 at 7:00 pm. Mayor Beyer called the meeting to order and led the Pledge of Allegiance. Council members present were Amy Strutt, Ryan Kluss, Ryan Coon and Daniel Willrich.

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

Public Comments

Mayor Beyer gave guidelines regarding public comments and reminded the audience members to be civil and to address the elected officials and to refrain from turning around and addressing the audience. He stated name calling, insults or disrespect addressed to city staff, elected officials or other audience members will be not be tolerated.

Bob Haxton stated his concerns regarding growth.

Julie Becker stated her concerns regarding growth.

Meg Dickinson thanked council, staff and volunteers.

Bob King announced that Dallas Center is an Iowa Healthiest Hometown Award finalist.

Riesselman thanked Bob King for his work on the Iowa Healthiest Hometown Award application and on the recently awarded storm siren grant.

Beyer thanked April Scrivner, Brett Kaszinski and Joel Hofland for their service to the City.

Motion by Coon, 2nd by Strutt to approve the consent agenda [approve minutes of December 14th regular meeting and January 3rd and 4th budget workshops; December Treasurer's Report; December Law Enforcement, Fire/Rescue, Compliance and Water Reports; approve Dollar General liquor license (Class C beer permit with Class B wine permit and Sunday sales); approve Sugar Grove Goods Special Class C beer and wine liquor license; approve Mayor's reappointment of Dave Steinick to the Property Maintenance Appeal Board (term expires December 31, 2024); action to authorize linking of an Instagram account to the Parks and Recreation Board's Facebook page; designation of Official Newspaper (Dallas County News); approve pay increases for April Scrivner to \$16.42/hour; for Brett Kaszinski to \$26.15/hour; and for Joel Hofland to \$23.18/hour – all effective January 8th for payroll dated January 26, 2022; approve invoices for payment (review committee Willrich and Strutt)]. Willrich stated the city received 479 hours of law enforcement coverage, more than we pay for in the contract and stated we receive approximately a free half an hour for every hour we pay for. Motion passed 4-0.

2022-2023 Appointments

Kluss was appointed as Mayor Pro Tempore.

Motion by Kluss, 2nd by Coon to appoint Cindy Riesselman as City Clerk. Motion passed 4-0.

Motion by Kluss, 2nd by Coon to appoint Cindy Riesselman as Treasurer. Motion passed 4-0.

Motion by Kluss, 2nd by Coon to appoint Cindy Riesselman as City Administrator/Finance Director. Motion passed 4-0.

Motion by Kluss, 2nd by Coon accepting Mayor's appointment of Ralph Brown as City Attorney. Motion passed 4-0.

Motion by Kluss, 2nd by Coon to appoint Bob Veenstra with Veenstra and Kimm as the City Engineer. Motion passed 4-0.

Motion by Kluss, 2nd by Coon to appoint Jason Van Ausdall with Veenstra and Kimm as the Zoning Administrator. Motion passed 4-0.

Motion by Kluss, 2nd by Coon to appoint Jason Van Ausdall with Veenstra and Kimm as the Building Official. Motion passed 4-0.

Motion by Kluss, 2nd by Coon accepting the Mayor's appointment of Brian Slaughter as the Public Works Director. Motion passed 4-0.

The Mayor stated council members have been appointed to various City committees and this list is available at City Hall.

Motion by Kluss, 2nd by Coon to approve Resolution 2022-1 – recognizing Mike Kidd’s service as Council Member since 2010 and Mayor since 2015. Roll call all ayes, motion passed.

Motion by Strutt, 2nd by Willrich to approve Resolution 2022-2 – recognizing Curtis Pion’s service as Council Member since 2015. Roll call all ayes, motion passed.

Planning and Zoning Commission

Matt Ostanik reported the Commission has had several discussion items the last few months including an updated Skye View Estates concept plan and he stated they are supportive of the direction of that development.

Bob Veenstra stated Skye View Estates development is moving forward and will be back to P&Z in two weeks. He anticipates an application for annexation being received in March with a public hearing in April and a preliminary plat being submitted in that timeframe also.

Engineer Veenstra discussed his correspondence regarding the comprehensive plan policy statements on economic development. Council feels it would be appropriate to include a moderate level of economic development action language in the new plan.

Walnut Street Streetscape Phase 1

ISG Landscape Architect Nathan Gruver gave a brief overview of the bids that had been received in the fall and provided some updated numbers on some site furnishings. He stated amended soil options were also reviewed. Council discussed possible timing to rebid and possibility of dividing the project into smaller projects. There will be an item on the February agenda to set the public hearing in April.

Minburn Communications – Slaughter discussed the location at the current public works facility property for the structure to house the electronics for serving fiber. Veenstra will get a topographical survey for elevations, prepare a legal description and an agreement.

Public Works

Brian Slaughter stated work continues on the water plant project, snow fence has been installed, they’ve had a few weather events, more road salt has been ordered and Christmas lights have been taken down.

Slaughter discussed the purchase of a generator for Well #11 in an amount not to exceed \$23,000 for the FY23 budget. He stated the generator is a year out but in order to lock in the price, they need to order it now. Motion by Kluss, 2nd by Coon authorizing the purchase of a generator in an amount not to exceed \$23,000. Motion passed 4-0.

Slaughter discussed the Gravelly mower to be purchased in FY23 in an amount of approximately \$6,500 and stated that there is only one left and he would like to give Moss Brothers authorization for the order. Motion by Kluss, 2nd by Strutt authorizing Slaughter to have Moss Brothers place the order additional formal action to be taken at a later date. Motion passed 4-0.

Cross Country Estates Private Sanitary Sewer

Engineer Veenstra gave an overview of his letter and stated the project would be in the range of \$75,000 and the City can receive competitive quotes for the project. He stated the exact location can be decided later, a DNR permit is required but a public hearing is not required. Veenstra stated pipe delivery is an issue right now and suggested Council consider getting the bid information out to bidders in March or April.

Motion by Coon, 2nd by Strutt directing Veenstra to proceed with project preparation. Motion passed 4-0.

Cross Country Estates and Country Livings Estates roads

Engineer Veenstra gave an overview of his letter and stated the City doesn’t want to own the ROW before we are ready to make the improvements. He suggested we get the deeds in stages so when we are ready to proceed with a project we can file the necessary documents. He also stated work would begin first on the west side of Hwy 169.

Motion by Kluss, 2nd by Willrich authorizing City Attorney Brown to draft a proposed agreement with the current owners of the roads. Motion passed 4-0.

Motion by Kluss, 2nd by Coon authorizing Veenstra and Kimm to prepare plats of survey to divide four existing street lots to create two parcels in each of these four lots. Motion passed 4-0.

Municipal Water System

Engineer Veenstra reported work is progressing on the water plant upgrade project.

Veenstra stated the engineering portion of the Highway 44 Water Distribution Project is completed but due to material shortages and pricing issues it would be better to wait to bid the project. He also suggested we put the project out to bid with flexibility to adjust the project to fit the budget. Attorney Brown will continue to work on the easements.

Annexation Discussion/Update

It has been brought to our attention that the cities of Grimes and Urbandale updated planning boundaries are within our future planning boundaries and both cities are sending out annexation letters and asking for signatures. Veenstra reviewed the annexation procedures and scenarios and Council discussed a need to research this further. Beyer and Coon volunteered to research and bring more information back to the Council.

Motion by Kluss, 2nd by Willrich to approve Resolution 2022-03 – changing the address of 111 Lake Shore Drive to 2400 230th Street. Roll call all ayes, motion passed.

Council Vacancy due to resignation of former Council Member Beyer

Motion by Coon, 2nd by Strutt to fill the vacancy by appointment at the February meeting and to order the required newspaper publication. Appointment applications will be due Thursday, February 3rd before the February 8th meeting. Motion passed 4-0.

Motion by Strutt, 2nd by Kluss to approve Ordinance No. 565 – increasing the fees for the commercial solid waste removal rate to a minimum of \$23.48 each month effective February 16, 2022, first reading. Roll call all ayes, motion passed.

Motion by Willrich, 2nd by Kluss to waive the 2nd and 3rd readings of Ordinance 565 making it effective on February 16, 2022. Roll call all ayes, motion passed.

Community Swimming Pool Project Update

The engineers have a tentative engineering timeline of December-April, with the project going out for bid in mid to late May with bids due back in early June and acted on in June 2022.

Fiscal Year 2023 Budget

Riesselman gave a brief update on the preliminary budget worksheets and stated work will continue on entering the budget into the State online form.

Motion by Kluss, 2nd by Coon to approve Resolution 2022-04 – allocating 75% of the Fiscal Year 2022-2023 Local Option State Sales Tax Receipts. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Strutt setting the public hearing on the FY 2022-2023 City budget maximum property tax dollars to certify for levy for 7:00 pm on February 8, 2022. Motion passed 4-0.

Council reports-Willrich stated the City of Waukee is interested in renewing our annexation moratorium.

The meeting adjourned at 8:08 pm.

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	Jan Serv	\$240.00
Access Systems Leasing	Copier	\$355.36
Access Systems	Copier	\$40.97
Acco	Supplies	\$601.50
Aetna Behavioral Health,	2022 1st Qtr Serv	\$26.28
Agsourc Cooperative Svcs	Tests	\$1,181.00
Ascap	Annual Fee	\$390.00
Baker & Taylor Co.	Books	\$373.64
Baldon Hardware	Supplies	\$8.58
Bay Bridge Administrators	Insurance	\$150.63
Blackstrap, Inc.	Supplies	\$1,800.36
Boland Recreation	Playground Equip	\$12,429.75
Bomgaars	Snow Fence	\$499.90
Brown, Fagen & Rouse	Jan Serv	\$2,622.00
Capital City Equipment Co	Repairs	\$581.35
Center Point Large Print	Books	\$674.38
Centurylink	Dec Serv	\$759.79
Civicplus, Inc	Annual Fee	\$2,100.00
Cj Cooper & Associates	Annual Fee	\$50.00
Crossroads Ag, Llc	Supplies	\$135.00
Culligan Water System	Jan Serv	\$12.56
Dallas County Auditor	Election	\$1,092.67
Dallas County Treasurer	Dec Serv	\$18,165.06
Delta Dental	Insurance	\$43.03
Delta Dental	Insurance	\$324.01
Digital Stew Services	Dec Serv	\$1,459.76
Eftps	Taxes	\$3,188.14
Electronic Engineering	Repairs	\$167.52
Elite Electric & Utility	Repairs	\$173.88
Gis Benefits	Insurance	\$59.82
Gis Benefits	Insurance	\$1.38
Grainger	Repairs	\$656.25
Heartland Co-Op	Dec Serv	\$1,872.14
Iowa Dot	Posts	\$604.50
Iowa One Call	Nov Serv	\$75.60
Ipers	Ipers	\$7,633.30
Iron Mountain	Dec Serv	\$87.49
Karen Mccleeary	Dec Serv	\$675.00
Leaf	Copier	\$102.08
Eddie Leedom	Dec Serv	\$447.60
Library Ideas Llc	Books	\$145.06
Linde Gas & Equipment Inc	Dec Serv	\$39.42

Mercy College Health Sciences	Training	\$10.00
Menards	Supplies	\$598.19
Midamerican Energy	Dec Serv	\$5,998.81
Midamerican Energy	Dec Serv	\$494.07
Minburn Communications	Jan Serv	\$54.99
Moss Bros, Inc	Supplies	\$45.70
Municipal Supply Inc	Supplies	\$1,401.25
Napa Auto Parts	Supplies	\$245.49
Nationwide Retirement Sol	Deferred Comp	\$675.00
O'halloran International,	Repairs	\$24.05
Office Depot	Supplies	\$225.06
Omnisite	Annual Fee	\$144.00
Quill.Com	Supplies	\$139.93
Treasurer - State of Iowa	Taxes	\$1,144.35
Treasurer - State of Iowa	Taxes	\$2,120.93
State Hygienic Laboratory	Tests	\$155.00
Storey Kenworthy/Matt Parrott	Supplies	\$1,191.20
Strauss Security Solutions	Repairs	\$263.85
Umb Bank Na	Bond Fees	\$250.00
Uhs Premium Billing	Insurance	\$550.95
Uhs Premium Billing	Insurance	\$5,418.46
Usa Blue Book	Repairs	\$2,602.69
Veenstra & Kimm	Nov Serv	\$8,928.86
Verizon Wireless	Dec Serv	\$280.07
Treasurer - State of Iowa	Taxes	\$1,592.00
Waste Management	Dec Serv	\$5,952.19
Wells Fargo	Postage/Supplies	\$579.65
Ziegler Inc	Repairs	\$293.05
	Accounts Payable Total	\$103,426.55
	General	\$65,002.68
	Rut	\$4,939.52
	T&A(Eb)	\$9,668.63
	Debt Service	\$250.00
	Water	\$12,823.93
	Water Capital Outlay	\$3,242.40
	Sewer	\$7,361.03
	Storm District	\$138.36
	Total Funds	\$103,426.55

Revenues

General Total	\$72,044.47
T&A (Pd) Benevolent	\$0.15
T&A(Ft) Total	\$635.31
T&A(Sc) Total	\$0.54

Capital Improvement	\$785.09
T&A(SI) Total	\$330.58
Rut Total	\$18,954.31
T&A(Eb) Total	\$4,446.59
Local Option Sales	\$39,097.08
Tif Total	\$5,772.21
Burnett Project Tot	\$2,993.83
T&A(Bc) Total	\$0.00
T&A(Burnett Cap Imp	\$718.15
Debt Service Total	\$18,525.61
Cap Imprv-American	\$25.59
T&A(B) Total	\$66.69
T&A(Y) Total	\$55.69
Water Total	\$40,480.71
Water Capital Outlaw	\$0.00
Sewer Total	\$38,140.43
Storm District Total	\$4,787.99
Total Revenues	\$247,861.02

TREASURER'S REPORT
CALENDAR 1/2022, FISCAL 7/2022

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	681,079.45	32,198.11	89,776.83	.00	623,500.73
011 T&A (PD) BENEVOLENT	786.83	.17	.00	.00	787.00
015 T&A(FT)	369,606.13	3.11	.00	.00	369,609.24
021 T&A(SC)	12,807.29	.60	.00	.00	12,807.89
029 CAPITAL IMPROVEMENT	201,531.47	42.91	.00	.00	201,574.38
041 T&A(SL)	6,911.98	3.32	.00	.00	6,915.30
110 RUT	126,235.30	21,573.10	4,926.14	.00	142,882.26
112 T&A(EB)	53,859.93	1,617.64	23,931.63	.00	31,545.94
119 EMERGENCY LEVY FUND	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	902,318.06	38,508.21	4,689.00	.00	936,137.27
125 TIF	11,558.33	2,578.84	6,567.92	.00	7,569.25
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	627,185.63	117.58	.00	.00	627,303.21
168 T&A(BC)	.00	.00	.00	.00	.00
169 T&A(BURNETT CAP IMPROVE)	316,303.19	46.06	.00	.00	316,349.25
177 T&A(PD)	.00	.00	.00	.00	.00
180 REC TRAIL	.00	.00	.00	.00	.00
200 DEBT SERVICE	208,311.25	13,976.06	.00	.00	222,287.31
301 CAP IMPROVE WASTEWATER	.00	.00	.00	.00	.00
308 CAP IMPROVE - LIBRARY	.00	.00	.00	.00	.00
309 CAP IMPROVE POOL	.00	.00	.00	.00	.00
310 CAP IMPRV-AMERICAN RESCUE	132,922.85	28.30	.00	.00	132,951.15
501 T&A(B)	15,594.58	.77	.00	.00	15,595.35
502 T&A(Y)	13,564.25	.76	.00	.00	13,565.01
600 WATER	457,222.90	39,780.15	21,389.62	.00	475,613.43
602 WATER CAPITAL OUTLAY	293,341.19	.00	3,242.40	.00	290,098.79
610 SEWER	626,017.11	32,639.58	15,979.78	.00	642,676.91
740 STORM DISTRICT	52,069.53	4,761.28	138.36	.00	56,692.45
Report Total	5,109,227.25	187,876.55	170,641.68	.00	5,126,462.12

BALANCE SHEET
CALENDAR 1/2022, FISCAL 7/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	22,656.65-	7,343.96
011-000-1110	CHECKING-T&A(PD) BENEVOLENT	.00	.00
015-000-1110	CHECKING-T&A(FT)	.00	.00
021-000-1110	CHECKING-T&A(SC)	.00	.00
029-000-1110	CHECKING-DEPR POLICE	.00	.00
029-000-1111	CHECKING-DEPR NON RUT EQUIP	.00	.00
029-000-1112	CHECKING-DEPR PARK	.00	.00
029-000-1113	CHECKING-DEPR SWIM POOL	.00	.00
029-000-1114	CHECKING-DEPR P/W BLDG	.00	.00
029-000-1115	CHECKING-DEPR FD EQUIP	.00	.00
041-000-1110	CHECKING-T&A(SL)	1.85	1.85
110-000-1110	CHECKING-RUT	21,560.32	20,002.59
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	2,679.50	966.17
119-000-1110	CHECKING-EMERG LEVY	.00	.00
121-000-1110	CHECKING-LOST	.00	38,407.57
121-000-1111	CHECKING-LOST PROP TAX RELIEF	.00	.00
121-000-1112	CHECKING-LOST SWIM POOL	.00	.00
125-000-1110	CHECKING-TIF	2,577.78	2,577.78
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	2,672.39	2,672.39
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
309-000-1110	CHECKING	.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	18,233.88	29,855.66
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	16,529.41	30,081.06
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	4,612.97	9,973.70
	CHECKING TOTAL	46,211.45	141,882.73

BALANCE SHEET
CALENDAR 1/2022, FISCAL 7/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1120	PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1160	SAVINGS-GENERAL	34,922.07-	366,056.77
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.17	787.00
015-000-1160	SAVINGS-T&A(FT)	3.11	14,609.24
021-000-1160	SAVINGS-T&A(SC)	.60	2,807.89
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	7.35	34,542.27
029-000-1162	SAVINGS-DEPR PARK	1.38	6,493.05
029-000-1163	SAVINGS-DEPR SWIM POOL	15.45	72,558.41
029-000-1164	SAVINGS-DEPR P/W BLDG	17.29	81,228.44
029-000-1165	SAVINGS-DEPR FIRE	1.44	6,752.21
041-000-1160	SAVINGS-T&A(SL)	1.47	6,913.45
110-000-1160	SAVINGS-RUT	4,921.61-	84,121.85
110-000-1161	SAVINGS-DEPR RUT EQUIP	8.25	38,757.82
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	24,993.49-	30,579.77
119-000-1160	SAVINGS-EMERG LEVY	.00	.00
121-000-1160	SAVINGS-LOST	33,780.60	291,370.74
121-000-1161	SAVINGS-LOST PROP TAX RELIEF	.00	.00
121-000-1162	SAVINGS-LOST SWIM POOL	38.61	181,358.96
125-000-1160	SAVINGS-TIF	6,566.86-	4,991.47
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	44.73	210,102.04
167-000-1161	SAVINGS-T&A(BURNETT REC/POOL)	72.85	342,201.17
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	.00	.00
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	46.06	216,349.25
177-000-1160	SAVINGS-T&A(PD) FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	.00	.00
200-000-1160	SAVINGS-DEBT SERV	11,303.67	219,614.92
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
309-000-1160	SAVINGS	.00	.00
310-000-1160	SAVINGS-CAP IMPRV ARPA	28.30	132,951.15
501-000-1160	SAVINGS-T&A(B)	.77	3,595.35
502-000-1160	SAVINGS-T&A(Y)	.76	3,565.01
600-000-1160	SAVINGS-WATER	9,835.22-	357,745.71
600-000-1161	SAVINGS-WATER SINKING	9,991.87	73,470.50
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	3,242.40-	290,098.79
610-000-1160	SAVINGS-SEWER	10,984.61-	535,654.52
610-000-1161	SAVINGS-SEWER SINKING	11,115.00	63,598.67
610-000-1162	SAVINGS-SEWER RESERVE	.00	.00
610-000-1163	SAVINGS-SEWER IMPROVEMENT	.00	13,342.66

BALANCE SHEET
CALENDAR 1/2022, FISCAL 7/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
740-000-1160	SAVINGS-STORM DISTRICT	9.95	46,718.75
	SAVINGS TOTAL	28,976.58-	3,747,479.39
001-000-1170	CD#47719-GENERAL	.00	250,000.00
001-000-1171	CD-GENERAL	.00	.00
015-000-1170	CD#47614-T&A (FT)	.00	200,000.00
015-000-1171	CD#47719-T&A (FT)	.00	155,000.00
021-000-1170	CD#47614-T&A (SC)	.00	10,000.00
029-000-1170	CD-DEPR POLICE	.00	.00
029-000-1171	CD-DEPR NON RUT EQUIP	.00	.00
029-000-1172	CD-DEPR PARK	.00	.00
029-000-1173	CD-DEPR SWIM POOL	.00	.00
029-000-1174	CD-DEPR P/W BLDG	.00	.00
029-000-1175	CD#-DEPR P/W BLDG	.00	.00
029-000-1176	CD-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-LOST SWIM POOL	.00	.00
167-000-1170	CD#47719-T&A(BURNETT REC)	.00	75,000.00
167-000-1171	CD-T&A(BURNETT REC/POOL)	.00	.00
167-000-1172	CD-T&A(BURNETT REC)	.00	.00
168-000-1170	CD-T&A(BURNETT LIBRARY)	.00	.00
169-000-1170	CD-T&A(BURNETT CAP IMPR)	.00	.00
169-000-1171	CD#47614-T&A(BURNETT CAP IMPR)	.00	100,000.00
308-000-1170	CD-CAP IMPROVE LIBRARY	.00	.00
310-000-1170	CD-CAP IMPRV ARPA	.00	.00
501-000-1170	CD#47719-T&A(B)	.00	12,000.00
502-000-1170	CD#47719-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	1,237,000.00
	TOTAL CASH	17,234.87	5,126,462.12

BUDGET REPORT
CALENDAR 1/2022, FISCAL 7/2022

PCT OF FISCAL YTD 58.3%

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	91,364.06	57.99
001-110-6419	POLICE-TECHNOLOGY SERVIC	.00	.00	.00	.00
001-110-6499	POLICE-RESERVE OFFICERS	.00	.00	.00	.00
001-110-6505	POLICE-PTONEER 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	5,653.62	57.87
112-110-6130	POLICE-IPERS	11,890.00	985.51	6,861.28	57.71
112-110-6150	POLICE-GROUP INSURANCE	36,953.00	3,079.44	21,537.13	58.28
112-110-6155	POLICE-CITY SHARE HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	1,078.00	89.82	628.74	58.32
112-110-6170	POLICE-UNEMPLOYMENT	190.00	15.80	108.20	56.95
112-110-6181	POLICE-UNIFORM ALLOWANCE	600.00	50.00	300.00	50.00
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	218,832.00	18,165.06	126,453.03	57.79
001-150-6010	FIRE DEPT-SALARIES	15,000.00	580.00	2,180.00	14.53
001-150-6150	FIRE DEPT-GROUP INSURANC	750.00	.00	.00	.00
001-150-6210	FIRE DEPT-DUES	300.00	.00	391.00	130.33
001-150-6230	FIRE DEPT-TRAINING	3,000.00	10.00	10.00	.33
001-150-6310	FIRE DEPT-BUILDING MAINT	2,500.00	.00	.00	.00
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	30.45	649.93	21.66
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	12.49	2,190.24	19.91
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	136.60	961.38	60.09
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	137.97	1,637.20	40.93
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	5,000.00	167.52	167.52	3.35
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	54.42	394.51	13.15
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	58,000.00	79.95	4,177.41	7.20
015-150-6505	T&A(FT)-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	44.41	166.88	14.54
112-150-6130	FIRE-IPERS	559.00	.00	12.08	2.16
112-150-6150	FIRE-GROUP INSURANCE	.00	.00	.00	.00
112-150-6155	FIRE-CITY SHARE HSA	.00	.00	1.08	.00
112-150-6160	FIRE-WORKER'S COMP	6,500.00	.00	.00	.00
	FIRE TOTAL	171,357.00	1,253.81	66,578.23	38.85
001-170-6407	BUILDING INSPECTION FEES	50,000.00	2,495.00	14,956.00	29.91
	BUILDING INSPECTIONS TOT	50,000.00	2,495.00	14,956.00	29.91

BUDGET REPORT
CALENDAR 1/2022, FISCAL 7/2022

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-190-6499	ANIMAL IMPOUNDMENT	500.00	.00	.00	.00
	ANIMAL CONTROL TOTAL	500.00	.00	.00	.00
	PUBLIC SAFETY TOTAL	440,689.00	21,913.87	207,987.26	47.20
001-210-6010	STREETS-WAGES	47,376.00	2,355.19	12,659.65	26.72
001-210-6210	PARKS-DUES	.00	.00	.00	.00
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	.00	118.00	16.86
001-210-6332	STREETS-VEHICLE MAINT	.00	.00	.00	.00
001-210-6417	STREETS-PROJECTS	115,670.00	.00	115,670.00	100.00
001-210-6419	STREETS-TECHNOLOGY SERV	1,800.00	30.01	810.07	45.00
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	50.00	406.00	40.60
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,500.00	.00	438.49	29.23
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	342.03	1,823.56	60.79
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	.00	98,026.63	93.90
110-210-6425	RUT-SIDEWALK IMPROVEMENT	2,000.00	.00	376.00	18.80
110-210-6490	RUT-FAIR VIEW DR SIDEWAL	13,000.00	.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	180.15	999.09	27.57
112-210-6130	STREETS-IPERS	4,472.00	211.78	1,198.97	26.81
112-210-6150	STREETS-GROUP INSURANCE	11,926.00	956.79	6,221.32	52.17
112-210-6155	CITY SHARE- HSA	2,325.00	1,131.01	1,226.06	52.73
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	5,256.96	316,733.59	81.38
110-230-6371	RUT-STREET LIGHTS	22,000.00	1,544.35	11,379.08	51.72
110-230-6509	RUT-STREET SIGNS	2,500.00	604.50	709.80	28.39
	STREET LIGHTING TOTAL	24,500.00	2,148.85	12,088.88	49.34
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	2,435.26	2,835.26	28.35
	SNOW REMOVAL TOTAL	21,500.00	2,435.26	2,835.26	13.19
001-290-6010	GARBAGE-WAGES	16,098.00	1,160.58	7,901.30	49.08
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	2,195.00	100.00
001-290-6418	GARBAGE-SALES TAX	5,000.00	477.96	3,746.77	74.94
001-290-6499	GARBAGE-FEES	231,846.00	20,045.93	139,016.64	59.96
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	397.03	520.14	43.35
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	1,400.00	93.33
112-290-6110	GARBAGE-FICA	1,231.00	88.77	604.35	49.09
112-290-6130	GARBAGE-IPERS	1,520.00	109.56	742.47	48.85
112-290-6150	GARBAGE-GROUP INSURANCE	10,552.00	440.56	4,227.77	40.07
112-290-6155	GARBAGE-CITY SHARE HSA	1,850.00	727.35	896.70	48.47

BUDGET REPORT
CALENDAR 1/2022, FISCAL 7/2022

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	GARBAGE TOTAL	272,992.00	23,447.74	161,251.14	59.07
001-299-6010	GARAGE-WAGES	29,458.00	2,206.03	16,448.57	55.84
001-299-6310	GARAGE-BUILDING REPAIRS	10,000.00	422.58	8,242.58	82.43
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	342.03	1,840.23	52.58
001-299-6332	GARAGE-VEHICLE REPAIRS	26,000.00	345.63	18,590.83	71.50
001-299-6371	GARAGE-UTILITIES	3,500.00	707.67	1,816.01	51.89
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,500.00	1,650.30	3,074.65	68.33
001-299-6490	STREET TREES	28,000.00	.00	12,153.00	43.40
001-299-6507	GARAGE-OPERATING SUPPLIE	5,000.00	422.36	1,607.97	32.16
029-299-6799	DEPR-P/W BLDG EXPENSE	15,000.00	.00	4,605.67	30.70
112-299-6110	GARAGE-FICA	2,254.00	168.77	1,258.38	55.83
112-299-6130	GARAGE-IPERS	2,781.00	206.87	1,530.02	55.02
112-299-6150	GARAGE-GROUP INSURANCE	7,884.00	597.22	3,896.32	49.42
112-299-6155	GARAGE-CITY SHARE HSA	1,463.00	1,131.01	1,301.46	88.96
112-299-6160	GARAGE-WORKER'S COMP	1,600.00	.00	.00	.00
	OTHER PUBLIC WORKS TOTAL	140,940.00	8,200.47	76,365.69	54.18
	PUBLIC WORKS TOTAL	849,125.00	41,489.28	569,274.56	67.04
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	6,055.82	45,083.54	50.50
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	8,000.00	415.00	4,454.33	55.68
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	494.07	5,564.64	34.78
001-410-6373	LIBRARY-TELEPHONE	2,500.00	308.17	2,276.67	91.07
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,400.00	102.08	714.56	51.04
001-410-6502	LIBRARY-BOOKS	16,000.00	1,192.06	7,456.00	46.60
001-410-6505	LIBRARY-OFFICE FURNITURE	2,000.00	.00	94.25	4.71
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,500.00	294.69	1,872.97	28.81
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	463.28	3,448.94	50.50
112-410-6130	LIBRARY-IPERS	8,427.00	571.66	4,255.79	50.50
112-410-6150	LIBRARY-GROUP INSURANCE	20,688.00	1,967.59	12,914.09	62.42
112-410-6155	LIBRARY-CITY SHARE HSA	5,000.00	3,900.00	4,500.00	90.00
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

BUDGET REPORT
CALENDAR 1/2022, FISCAL 7/2022

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
501-410-6502	T&A BOOKS-EXPENSE	.00	.00	.00	.00
	LIBRARY TOTAL	190,613.00	15,764.42	92,724.53	48.65
001-430-6010	PARKS-WAGES	45,721.00	2,719.81	29,867.88	65.33
001-430-6210	PARKS-DUES	.00	.00	.00	.00
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	12,000.00	.00	337.13	2.81
001-430-6320	PARKS-GROUND MAINT/REPAI	12,000.00	240.00	8,377.38	69.81
001-430-6331	PARKS-VEHICLE OPERATION	2,000.00	.00	1,555.02	77.75
001-430-6350	PARKS-EQUIP REPAIRS	1,000.00	.00	950.20	95.02
001-430-6371	PARKS-UTILITIES	2,500.00	108.07	1,246.74	49.87
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	12,429.75	14,192.11	70.96
001-430-6450	PARKS-TREE MAINT	8,500.00	.00	8,540.00	100.47
001-430-6460	TREES PLEASE GRANT EXPEN	2,000.00	.00	.00	.00
001-430-6461	TREES FOREVER GRANT EXPE	1,500.00	.00	1,265.50	84.37
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	114.29	191.85	9.59
029-430-6720	DEPR-PARK EXPENSES	.00	.00	.00	.00
112-430-6110	PARKS-FICA	3,498.00	208.04	2,284.87	65.32
112-430-6130	PARKS-IPERS	3,523.00	255.93	2,573.67	73.05
112-430-6150	PARKS-GROUP INSURANCE	2,078.00	166.68	1,066.67	51.33
112-430-6155	PARKS-CITY SHARE HSA	413.00	780.01	983.88	238.23
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	17,022.58	73,432.90	31.90
001-440-6010	SWIM POOL-WAGES	52,650.00	626.46	21,751.72	41.31
001-440-6230	SWIM POOL-TRAINING	500.00	.00	175.00	35.00
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	.00	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	.00	2,755.80	78.74
001-440-6373	SWIM POOL-TELEPHONE	500.00	28.73	202.16	40.43
001-440-6418	SWIM POOL-SALES TAX	2,500.00	.00	735.21	29.41
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	55.91	648.46	21.62
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	47.92	1,664.02	41.31
112-440-6130	SWIM POOL-IPERS	722.00	58.59	457.33	63.34
112-440-6150	SWIM POOL-GROUP INS	4,015.00	62.31	1,091.02	27.17
112-440-6155	SWIM POOL-CITY SHARE HSA	663.00	156.01	229.65	34.64
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

BUDGET REPORT
CALENDAR 1/2022, FISCAL 7/2022

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
180-440-6499	REC TRAIL-TRAILHEAD ARTW	.00	.00	.00	.00
180-440-6801	REC TRAIL-BURNETT PRINC	.00	.00	.00	.00
180-440-6851	REC TRAIL-BURNETT INT	.00	.00	.00	.00
502-440-6505	T&A YOUTH-EXPENSES	.00	.00	.00	.00
	RECREATION TOTAL	146,078.00	1,035.93	30,677.87	21.00
	CULTURE & RECREATION TOT	566,899.00	33,822.93	196,835.30	34.72
001-520-6210	ECON DEV-DUES	4,500.00	.00	4,057.50	90.17
001-520-6371	ECON DEV-UTILITIES	150.00	.00	162.05	108.03
001-520-6402	ECON DEV-ADVERTISING/SIG	1,000.00	.00	.00	.00
001-520-6407	ECON DEV-ENGINEERING	8,000.00	.00	6,314.00	78.93
001-520-6413	ECON DEV-PAYMENT OTHER A	7,500.00	.00	1,734.00	23.12
001-520-6470	ECON DEV-COMPLIANCE	10,000.00	477.85	2,793.46	27.93
001-520-6490	ECON DEV-MISC EXPENSE	3,000.00	.00	.00	.00
001-520-6495	ECON DEV-ACTIVITIES	.00	.00	7,248.00	.00
001-520-6499	ECON DEV-OTHER PROF SERV	5,000.00	.00	2,407.00	48.14
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	477.85	24,716.01	38.53
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	15,000.00	3,191.46	18,773.58	125.16
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	3,191.46	18,773.58	124.33
	COMMUNITY & ECONOMIC DEV	79,250.00	3,669.31	43,489.59	54.88
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	7,600.00	79.17
001-610-6210	MAYOR/COUNCIL-DUES	1,500.00	.00	1,169.00	77.93
001-610-6230	MAYOR/COUNCIL-TRAINING	.00	.00	220.00	.00
001-610-6401	MAYOR/COUNCIL-AUDITS	10,000.00	.00	.00	.00
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,000.00	.00	3,135.02	52.25
001-610-6419	MAYOR/COUNCIL-TECHNOLOGY	1,500.00	59.94	2,577.12	171.81
001-610-6490	MAYOR/COUNCIL-BONDS/DUES	15,000.00	.00	.00	.00
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	14,000.00	179.89	3,114.98	22.25
112-610-6110	MAYOR/COUNCIL-FICA	734.00	30.60	313.56	42.72
112-610-6130	MAYOR/COUNCIL-IPERS	725.00	.00	407.80	56.25
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	59,059.00	670.43	18,537.48	31.39
001-620-6010	CLERK-WAGES	63,957.00	3,086.50	35,968.49	56.24
001-620-6210	CLERK-DUES	150.00	.00	.00	.00
001-620-6230	CLERK-EDUCATION/TRAINING	2,000.00	.00	1,556.11	77.81
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00
001-620-6373	CLERK-TELEPHONE/RADIOS	3,100.00	286.29	1,715.21	55.33
001-620-6419	CLERK-TECHNOLOGY SERVICE	15,000.00	2,562.35	7,563.43	50.42

BUDGET REPORT
CALENDAR 1/2022, FISCAL 7/2022

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	452.50	546.25	54.63
001-620-6505	CLERK-OFFICE EQUIP PURCH	4,000.00	775.00	775.00	19.38
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	172.18	1,793.45	41.71
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	20.12	1,217.08	81.14
112-620-6110	CLERK-FICA	4,893.00	236.11	2,751.54	56.23
112-620-6130	CLERK-IPERS	6,038.00	291.35	3,388.72	56.12
112-620-6150	CLERK-GROUP INSURANCE	26,329.00	1,715.81	13,171.21	50.03
112-620-6155	CLERK-CITY SHARE HSA	5,174.00	1,990.76	2,653.36	51.28
112-620-6160	CLERK-WORKER'S COMP	375.00	.00	.00	.00
	CLERK/TREASURER/ADM TOTA	138,316.00	11,588.97	73,099.85	52.85
001-630-6403	ELECTIONS-EXPENSES	.00	1,092.67	1,092.67	.00
	ELECTIONS TOTAL	.00	1,092.67	1,092.67	.00
001-640-6405	ATTORNEY-MISC EXP	3,000.00	22.00	2,255.35	75.18
001-640-6411	ATTORNEY-RETAINER	31,200.00	2,600.00	18,200.00	58.33
	LEGAL SERVICES/ATTORNEY	34,200.00	2,622.00	20,455.35	59.81
001-650-6310	MEMORIAL HALL-BLDG MAINT	5,000.00	91.16	110.92	2.22
001-650-6320	MEMORIAL HALL-MISC EXPEN	1,300.00	276.41	1,042.93	80.23
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	730.57	3,728.03	57.35
001-650-6373	MEMORIAL HALL-TELEPHONE	600.00	.00	300.00	50.00
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	260.00	1,820.00	42.33
001-650-6499	MEMORIAL HALL-ELEV MAINT	1,200.00	.00	1,147.24	95.60
	CITY HALL/GENERAL BLDGS	18,900.00	1,358.14	8,149.12	43.12
001-660-6408	GENERAL-LIABILITY INSURA	53,000.00	.00	234.00	.44
	TORT LIABILITY TOTAL	53,000.00	.00	234.00	.44
001-699-6490	MISC UNALLOCATED REIMB	5,000.00	407.00	522.08	10.44
	OTHER GENERAL GOVERNMENT	5,000.00	407.00	522.08	10.44
	GENERAL GOVERNMENT TOTAL	308,475.00	17,739.21	122,090.55	39.58
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	7,296.00	50.00
200-210-6899	DS BOND REGISTRATION FEE	1,100.00	.00	600.00	54.55
	ROADS, BRIDGES, SIDEWALK	77,692.00	.00	7,896.00	10.16
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
200-440-6804	DS PRINC 2022 POOL	.00	.00	.00	.00
	RECREATION 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

BUDGET REPORT
CALENDAR 1/2022, FISCAL 7/2022

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
200-815-6853	DS INT-2020 SRF	19,128.00	.00	8,422.17	44.03
200-815-6899	DS BOND REGISTRATIONS FE	2,732.00	.00	1,203.17	44.04
	SEWER/SEWAGE DISPOSAL TO	69,860.00	.00	9,625.34	13.78
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	35,397.50	50.00
200-865-6899	DS BOND REGISTRATION	600.00	.00	250.00	41.67
	STORM DISTRICT TOTAL	216,395.00	.00	35,647.50	16.47
	DEBT SERVICE TOTAL	363,947.00	.00	53,168.84	14.61
308-410-6770	CAP IMPROVEMENT-LIBRARY	.00	.00	.00	.00
	LIBRARY TOTAL	.00	.00	.00	.00
309-440-6799	OTHER CAPITAL OUTLAY	.00	.00	.00	.00
	RECREATION 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	6,454.38	45,777.61	56.62
600-810-6110	WATER-FICA	6,185.00	493.77	3,532.61	57.12
600-810-6130	WATER-IPERS	7,633.00	606.20	4,299.68	56.33
600-810-6150	WATER-GROUP INSURANCE	20,368.00	1,077.92	9,068.74	44.52
600-810-6155	WATER-CITY SHARE HSA	3,763.00	2,384.86	2,829.11	75.18
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	.00	554.95	37.00
600-810-6230	WATER-TRAINING	1,500.00	.00	120.00	8.00
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	25,000.00	4,671.54	22,255.01	89.02
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	.00	.00	.00
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	146.58	781.53	39.08
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	1,251.38	13,600.37	61.82
600-810-6373	WATER-TELEPHONE	1,000.00	.00	357.13	35.71
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	801.65	9,052.70	69.64
600-810-6401	WATER-AUDIT	.00	.00	.00	.00
600-810-6407	WATER-ENGINEERING	59,000.00	.00	.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	2,035.41	18,193.34	69.97
600-810-6419	WATER-TECHNOLOGY SERVICE	7,000.00	192.60	3,233.89	46.20
600-810-6499	WATER-TESTS	5,000.00	220.00	2,822.38	56.45
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	601.50	9,411.66	28.52
600-810-6506	WATER-OFFICE SUPPLIES	1,700.00	434.83	685.29	40.31
600-810-6507	WATER-OPERATING SUPPLIES	3,000.00	.00	161.67	5.39
600-810-6508	WATER-POSTAGE	1,500.00	.00	1,400.00	93.33
600-810-6599	WATER-MISC EXP	2,500.00	17.00	132.08	5.28

BUDGET REPORT
CALENDAR 1/2022, FISCAL 7/2022

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6780	WATER-CAPITAL IMPROVEMEN	510,000.00	.00	.00	.00
600-810-6801	WATER DEBT-PRINC 1996	.00	.00	.00	.00
600-810-6802	WATER DEBT PRINC 1999	.00	.00	.00	.00
600-810-6803	WATER DEBT-PRINC 2008 WT	.00	.00	.00	.00
600-810-6854	WATER DEPT-INT 2008 WTR	.00	.00	4,243.73	.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
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	3,242.40	20,531.58	.00
602-810-6780	WATER CAP OUTLAY-UTIL SY	.00	.00	218,102.00	.00
	WATER TOTAL	1,010,606.00	24,632.02	401,654.97	39.74
610-815-6010	SEWER-WAGES	76,516.00	6,222.60	42,930.35	56.11
610-815-6110	SEWER-FICA	5,853.00	476.07	3,314.91	56.64
610-815-6130	SEWER-IPERS	7,223.00	584.42	4,033.56	55.84
610-815-6150	SEWER-GROUP INSURANCE	21,730.00	1,237.80	10,093.78	46.45
610-815-6155	SEWER-CITY SHARE HSA	4,349.00	3,398.99	3,978.70	91.49
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	146.57	781.52	48.85
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	1,049.76	10.50
610-815-6371	SEWER-UTILITIES	23,000.00	1,752.64	15,914.83	69.19
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	64.12	1,200.00	60.00
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	424.52	4,590.15	120.07
610-815-6419	SEWER-TECHNOLOGY SERVICE	7,000.00	103.58	3,419.76	48.85
610-815-6499	SEWER-TESTS	10,000.00	1,116.00	6,226.50	62.27
610-815-6506	SEWER-OFFICE SUPPLIES	200.00	434.94	685.44	342.72
610-815-6507	SEWER-SUPPLIES	500.00	.00	161.67	32.33
610-815-6508	SEWER-POSTAGE	1,500.00	.00	.00	.00
610-815-6599	SEWER-ADMIN EXPENSES	2,000.00	17.53	136.08	6.80
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	25,978.75	50.00

BUDGET REPORT
CALENDAR 1/2022, FISCAL 7/2022

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6899	SEWER DEBT-REGISTRAR FEE	7,422.00	.00	3,711.25	50.00
	SEWER/SEWAGE DISPOSAL TO	333,724.00	15,979.78	204,236.29	61.20
740-865-6379	STORM DISTRICT-MAINT/REP	15,000.00	.00	13,312.05	88.75
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	108.36	866.88	66.68
740-865-6419	STORM DISTRICT-TECH SERV	1,000.00	30.00	810.02	81.00
740-865-6765	STORM DISTRICT-CAPITAL P	.00	.00	.00	.00
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	138.36	14,988.95	86.64
	-----	-----	-----	-----	-----
	ENTERPRISE FUNDS TOTAL	1,361,630.00	40,750.16	620,880.21	45.60
001-910-6910	GENERAL-TRANSFERS OUT	104,772.00	.00	114,874.01	109.64
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	32,823.00	17.32
125-910-6910	TIF-TRANSFER OUT	141,237.00	6,567.92	91,539.44	64.81
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
309-910-6910	TRANSFER OUT	.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	6,000.00	100.00
602-910-6910	WATER CAP OUTLAY-TRANSFE	.00	.00	.00	.00
610-910-6910	SEWER-TRANSFERS OUT	6,000.00	.00	6,000.00	100.00
740-910-6910	STORM DISTRICT-TRANSFER	.00	.00	.00	.00
	TRANSFERS TOTAL	447,498.00	11,256.92	251,236.45	56.14
	-----	-----	-----	-----	-----
	TRANSFER OUT TOTAL	447,498.00	11,256.92	251,236.45	56.14
	-----	-----	-----	-----	-----
	TOTAL EXPENSES BY FUNCTI	4,557,846.00	170,641.68	2,064,962.76	45.31
	=====	=====	=====	=====	=====



January 2022 Dallas Center Calls for Service

Create Date/Time	Call Type	Location
1/2/2022 1:42	INFORMATION	WALNUT ST / 14 TH ST, DALLAS CENTER
1/2/2022 9:04	PUBLIC ASSIST	305 10TH ST, DALLAS CENTER
1/2/2022 15:36	PUBLIC WORKS/CO ENGINEER	240TH ST / QUINLAN AVE, DALLAS CENTER
1/3/2022 9:40	TRAFFIC HAZARD	240TH ST / ORDER DR, DALLAS CENTER
1/4/2022 15:28	TRAFFIC STOP	QUINLAN AVE / 240TH ST, DALLAS CENTER
1/4/2022 15:35	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
1/4/2022 16:59	MOTORIST ASSIST	2553 240TH ST, DALLAS CENTER
1/5/2022 11:06	HARASSMENT/THREATS	1400 VINE ST, DALLAS CENTER
1/6/2022 9:20	ABANDONED VEHICLE	24500 QUINLAN AVE, DALLAS CENTER
1/6/2022 17:18	TRAFFIC STOP	QUINLAN AVE / 240TH ST, DALLAS CENTER
1/9/2022 11:37	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
1/9/2022 15:27	TRAFFIC STOP	ORDER DR / 240TH ST, DALLAS CENTER
1/9/2022 21:34	MOTORIST ASSIST	2500 240TH ST, DALLAS CENTER
1/10/2022 1:42	MEDICAL/AMBULANCE TRIP	105 PERCIVAL AVE, DALLAS CENTER
1/10/2022 7:03	CIVIL PAPER	1400 VINE ST, DALLAS CENTER
1/10/2022 8:23	MOTORIST ASSIST	SUGAR GROVE AVE / KELLOGG AVE, DALLAS CENTER
1/10/2022 8:44	RETURN PHONE CALL	300 14TH ST, DALLAS CENTER
1/10/2022 12:26	TRAFFIC HAZARD	2400 240TH ST, DALLAS CENTER
1/10/2022 12:46	MEDICAL/AMBULANCE TRIP	1400 VINE ST, DALLAS CENTER
1/10/2022 13:10	ANIMAL COMPLAINT	1417 WALNUT ST, DALLAS CENTER
1/10/2022 13:12	FOLLOW UP INVESTIGATION	700 HICKORY CT, DALLAS CENTER
1/10/2022 14:34	TRAFFIC HAZARD	101 KELLOGG AVE, DALLAS CENTER
1/10/2022 19:42	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
1/10/2022 20:54	TRAFFIC STOP	FAIRVIEW DR / 240TH ST, DALLAS CENTER
1/11/2022 16:44	RETURN PHONE CALL	1201 WALNUT ST, DALLAS CENTER
1/11/2022 17:28	911 MISDIAL	240 TH ST / ORDER DR, DALLAS CENTER
1/11/2022 19:29	MEDICAL/AMBULANCE TRIP	1404 CHERRY ST, DALLAS CENTER
1/12/2022 7:43	TRAFFIC STOP	240TH ST / QUINLAN AVE, DALLAS CENTER
1/12/2022 12:56	MEDICAL/AMBULANCE TRIP	1107 SUGAR GROVE AVE 10, DALLAS CENTER
1/13/2022 9:05	TRAFFIC STOP	2700 240TH ST, DALLAS CENTER
1/13/2022 10:57	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST 2, DALLAS CENTER
1/14/2022 8:57	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER

1/14/2022 10:45	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST 2, DALLAS CENTER
1/14/2022 20:31	HARASSMENT/THREATS	17 ORCHARD LN, DALLAS CENTER
1/15/2022 10:30	WELFARE CHECK	1806 LINDEN ST 12, DALLAS CENTER
1/16/2022 2:50	PREMISES CHECK	304 HATTON AVE, DALLAS CENTER
1/16/2022 9:13	CONTROLLED BURN	2430 240TH ST, DALLAS CENTER
1/16/2022 11:03	911 MISDIAL	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
1/16/2022 13:11	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
1/16/2022 19:56	ALARM	1006 VINE ST, DALLAS CENTER
1/17/2022 10:55	TRAFFIC COMPLAINT	590 SUGAR GROVE AVE, DALLAS CENTER
1/17/2022 15:38	ANIMAL CONTROL	103 14TH ST, DALLAS CENTER
1/17/2022 16:32	911 MISDIAL	LAT: 41.6761; LON: -93.9596
1/17/2022 20:20	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST 5, DALLAS CENTER
1/18/2022 16:50	TRAFFIC STOP	2581 240TH ST, DALLAS CENTER
1/19/2022 8:17	MEDICAL/AMBULANCE TRIP	704 14TH ST, DALLAS CENTER
1/19/2022 9:30	MEDICAL/AMBULANCE TRIP	1006 13TH ST 204, DALLAS CENTER
1/20/2022 13:38	RETURN PHONE CALL	1706 VINE ST, DALLAS CENTER
1/21/2022 14:20	RETURN PHONE CALL	300 14TH ST, DALLAS CENTER
1/21/2022 16:42	911 MISDIAL	KELLOGG AVE / LINDEN ST, DALLAS CENTER
1/22/2022 19:12	INFORMATION	504 10TH ST, DALLAS CENTER
1/24/2022 1:08	SUSPICIOUS	1607 SUGAR GROVE AVE, DALLAS CENTER
1/24/2022 1:15	PREMISES CHECK	1607 SUGAR GROVE AVE, DALLAS CENTER
1/25/2022 9:04	MEDICAL/AMBULANCE TRIP	1404 WALNUT ST, DALLAS CENTER
1/25/2022 20:55	MEDICAL/AMBULANCE TRIP	1400 VINE ST, DALLAS CENTER
1/26/2022 11:15	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST 322, DALLAS CENTER
1/26/2022 12:50	MVC-PD	103 14TH ST, DALLAS CENTER
1/26/2022 13:00	CIVIL PAPER	1800 LINDEN ST 4, DALLAS CENTER
1/26/2022 19:20	TRAFFIC STOP	2393 240TH ST, DALLAS CENTER
1/26/2022 21:41	TRAFFIC STOP	14TH ST / WALNUT ST, DALLAS CENTER
1/27/2022 7:45	CIVIL PAPER	1800 LINDEN ST 4, DALLAS CENTER
1/27/2022 9:44	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
1/27/2022 10:14	MOTORIST ASSIST	11TH ST / VINE ST, DALLAS CENTER
1/27/2022 11:55	TRAFFIC HAZARD	2500 240TH ST, DALLAS CENTER
1/27/2022 12:11	DISTURBANCE	1107 SUGAR GROVE AVE 20, DALLAS CENTER
1/27/2022 13:26	TRAFFIC HAZARD	SUGAR GROVE AVE / KELLOGG AVE, DALLAS CENTER
1/27/2022 15:00	DISTURBANCE	1302 SUGAR GROVE AVE, DALLAS CENTER
1/27/2022 20:52	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
1/28/2022 14:47	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
1/28/2022 18:40	CIVIL PAPER	1302 SUGAR GROVE AVE, DALLAS CENTER
1/28/2022 21:13	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
1/29/2022 21:03	MEDICAL/AMBULANCE TRIP	1006 LINDEN ST, DALLAS CENTER
1/30/2022 18:51	VEHICLE UNLOCK	305 15TH ST, DALLAS CENTER

1/30/2022 21:44	MOTORIST ASSIST	502 14TH ST, DALLAS CENTER
1/31/2022 5:53	911 HANGUP	11 TH ST / ASH ST, DALLAS CENTER
1/31/2022 6:09	911 HANGUP	600 PERCIVAL AVE, DALLAS CENTER
1/31/2022 23:38	MEDICAL/AMBULANCE TRIP	1503 MAPLE ST, DALLAS CENTER
1/31/2022 23:56	DEATH INVESTIGATION	1503 MAPLE ST, DALLAS CENTER
Total	510 hours patrol, 8 hours on calls, 518 hours total, 320 required	78

FIRE & EMS REPORT

January 2022

Total calls : 20

FIRE 4 total

1 structure fire

2 Mutual aid Adel

1 electrical hazard with Adel

EMS 16 Total

16 calls for service (13 City/3 Rural)

JANUARY 2022 CODE ENFORCEMENT REPORT DALLAS

CENTER

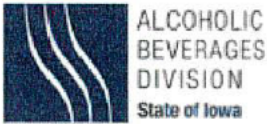
CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
2017-051	1600 Linden	Property Maintenance BEGIN 2017	5/24/2017	7/26/2017 10/11/17 12/6/17 1/26/18 5/2/18 8/8/18 12/20/18	Advisory / Will have financing in October 11/1/17 Certified 1/3/18 FINAL NOTICE-- 1-17-18 New contractor will finish in spring 6/20/18 reminder 11/6/18 REMINDER	1/4/2022
2019-042	1401 Walnut	Property Maintenance BEGIN 2019	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	
2020-139	804 Fairview	Junk BEGIN-2020	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	1/4/2022
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	
2021-113	1607 Laurel	Vehicle & Parking	8/31/2021	9/16/2021 11/11/21 12/9/21	Advisory- 10/26/21 Certified- 11/23/21 FINAL	
2021-119	1406 Sugar Grove	Parking	9/16/2021	10/4/2021 12/9/21 3/15/22	Advisory- 10/26/21 Talked to Brian-11/23/21 Certified 12/14/21 Council gave 90 days	
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	
2021-125	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	
2021-131	602 Vine	Junk	11/23/2021	12/7/2021 1/19/22	M- 1/4/22 Advisory	1/18/2022
2021-132	1005-8	Junk	11/23/2021	12/7/2021 1/6/22	M- 12/21/21 Advisory	

2021-135	1229 Maple	Junk	11/23/2021	12/9/2021 1/6/22	Advisory- 12/21/21 Certified	
2021-139	1101 Walnut	Junk	12/7/2021	12/21/2021	M	1/4/2022
2021-140	306-12	Junk	12/7/2021	12/21/2021 1/6/22	M- 12/21/21 Advisory	1/18/2022
2021-141	302-14	F.Y.P.	12/7/2021	12/21/2021	M	1/4/2022
2021-144	705-9	Junk & Vehicles	12/21/2021	1/2/2022	Advisory	
		BEGIN 2022				
2022-001	1000 Walnut	Junk	1/4/2022	1/19/2022	Advisory	
2022-002	800 Vine	Junk	1/4/2022	1/18/2022	M	
2022-003	903-8	Junk	1/4/2022	1/18/2022	M	1/18/2022
2022-004	305 Kellogg	Junk	1/4/2022	1/18/2022	M	
2022-005	203-13	Junk	1/18/2022	2/1/2022	M	
2022-006	300-14	Junk	1/18/2022	2/1/2022	M	
2022-007						

Monthly Water Report

Date	Jan-22																			
Water Plant																				
Total Gal.>	2,023,700	Max	307,100	Min	0	Avg	65,300	Gpm	110											
Total Hrs.>	279.2	Max	22	Min	2.4	Avg	9.00645161													
Last Month.>	3,892,700	Max	161,600	Min	93,500	Avg	125,600	Gpm	253											
Last Year.>	4,865,500	Max	246,300	Min	52,200	Avg	157,000	Gpm	251											
Lbs.of Chlorine	608	Lbs of Fluoride	42	Gallons of salt brine	1,744															
Chlorine.Mg/l	0.89	Fluoride.Mg/l	0.7	Hardness. Mg/l	183	Iron. Mg/l	0.01	Nitrate.Mg/l												
Well																				
Date	1/28/2022																			
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm
Well # 7	30	10	20	130																
Well # 9	32	16	16	100																
Well # 10	28	12	16	120																
Well # 11	28	8	20	250																
Water Meters																				
	New Installs				Read In															
	Replace Meter				Read Out															
	Replace Radio				Shut off For nonpayment															
	Read																			
	Repair																			
Fire Hydrants																				
	New Install				Flush Hyd				Repair Hyd											
Water Plant																				
1/3/22 - All Softeners taken off-line for media replacement																				
1/20/22 - Middle and East softeners back on-line																				
1/27/22 - West softener back on-line																				
Water Tower																				
Reservoir																				
Dist. System																				
1/23/22- 4" water main break @ Hatton and Sycamore																				
1/24/22 - 4" water main break @ 12th St and Vine																				
Wells																				
1/11/22 - Northway Well cleaned well #7																				
1/28/22 - Tested wells 7-9-10-11 no issues																				
Other																				



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #91	(515) 992-3001	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
1202 SUGAR GROVE AVE	Dallas Center	Dallas	50063
MAILING ADDRESS	CITY	STATE	ZIP
[REDACTED]	Ankeny	Iowa	50021

Contact Person

NAME	PHONE	EMAIL
MADI PAULSON, LICENSING SPECIALIST	[REDACTED]	[REDACTED]

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003012	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Apr 1, 2022	Mar 31, 2023	

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit



PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
BRIAN JOHNSON	JOHNSTON	Iowa	50131	VICE PRESIDENT	0.00	Yes
DOUGLAS BEECH	ANKENY	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes
SAMUEL JAMES	ANKENY	Iowa	50021	PRESIDENT	0.00	Yes
42-0935283 CASEY'S GENERAL STORE, INC.	ANKENY	Iowa	50021	OWNER	100.00	Yes
SCOTT FABER	Johnston	Iowa	50131	SE	0.00	Yes
ERIC LARSEN	Ankeny	Iowa	50023	TREASURER	0.00	Yes

Insurance Company Information



State of Iowa

Alcoholic Beverages Division

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



DALLAS CENTER
{ Quietly PROGRESSIVE }

CITY OF DALLAS CENTER STREET CLOSING PERMIT REQUEST

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

Applicant/Organization: K + E Distributing, Inc.

Address: 1501 Walnut St.

Phone: (515) 992-3328

Contact Person: Jordan Krueger

Address: 1501 Walnut St.

Phone: (515) 992-3328

Date of Event: 3/31/22 Time: 8:00 am to 4:00 pm

Nature of Activities: Open House / Vendor Fair w/ Product Trailers

Streets/Intersections Requested to Be Blocked Off:

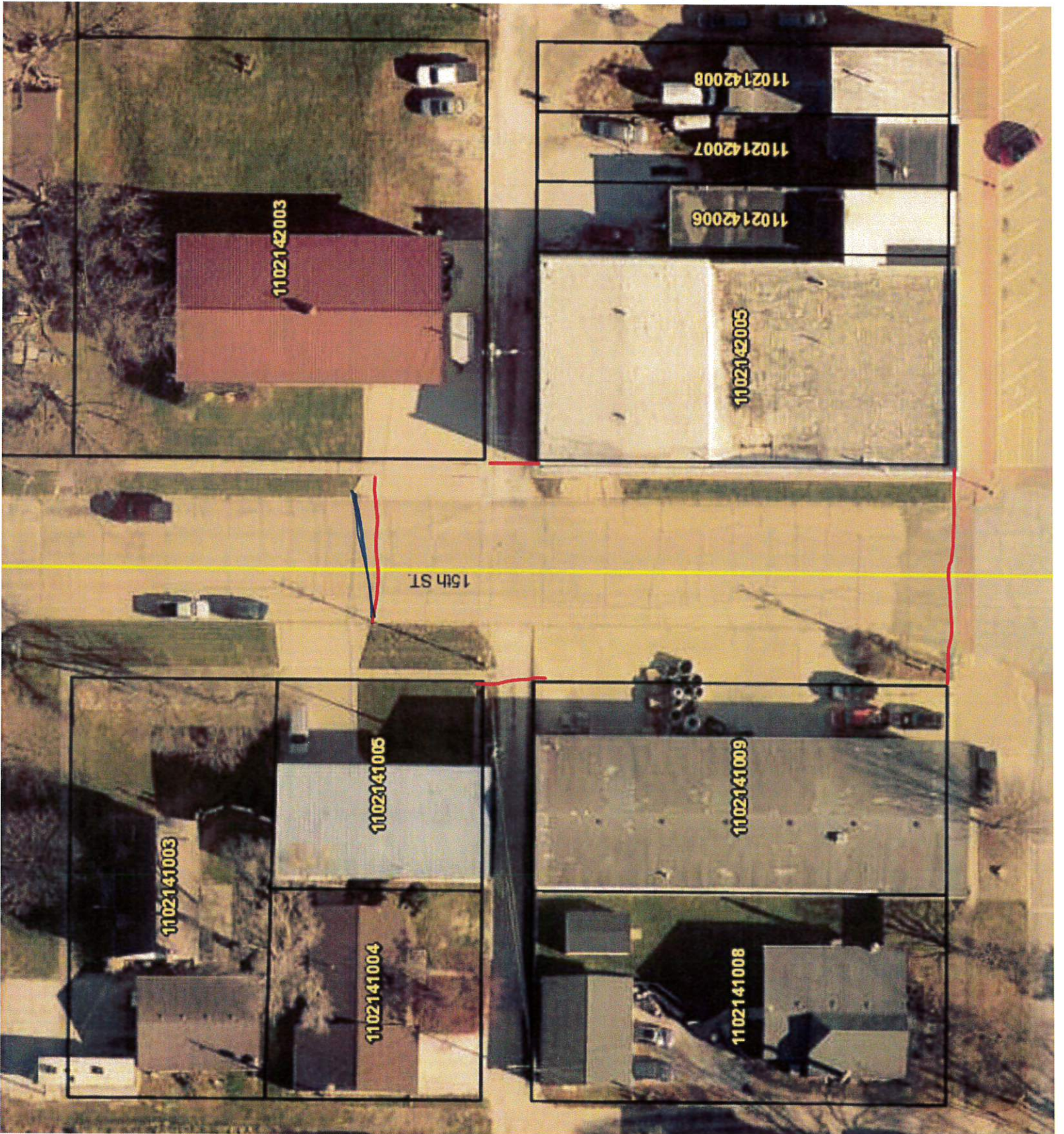
15th St. From Walnut south to driveway of 400 15th St.


Signature of Applicant

1/13/22
Date

City Council Approved
 Denied

Copies to: PD
FD
PW



P&Z Report – January 25, 2022

The Honorable Danny Beyer
and Members of the City Council
Dallas Center, IA 50063

Dear Mr. Mayor and Members of the Council:

The Dallas Center Planning & Zoning Commission met Tuesday, January 25, 2022 at 6:30 P.M. at Memorial Hall. Commission members Perry Gruver, Linda Licht, Jim Pohl, Thomas Strutt, and Matt Ostanik were present. Abby Anderson and Kari Boscaljon were absent. City Attorney Ralph Brown and City Engineer Bob Veenstra also were present and participated.

Public Communications

Julie Becker and Bob Haxton stated concerns about proposed new developments and Dallas Center's growth. Bob King mentioned that Dallas Center is a finalist for the Healthy Hometown Award.

Vice Chair

The Commission elected a new Vice Chair because Daniel Willrich resigned to join City Council. Linda Licht moved and Thomas Strutt seconded to elect Perry Gruver as Vice Chair. The motion passed 4-0 with Perry abstaining.

Skye View Estates

Charles Goodall presented an updated preliminary plan for Skye View Estates. He was joined by Branden Stubbs with Stubbs Engineering.

The Commission had extensive discussion about the proposed development. While the general sentiment is positive, there are several significant concerns:

1. Zoning along Highway 44. Our comprehensive plan calls for commercial zoning along the highway corridors. Mr. Goodall is proposing single-family homes directly on the highway. While the Commission members' opinions are not unanimous on this, several Commission members including myself feel strongly that new single-family homes should not be placed directly

against the highway. Neighboring communities such as Grimes and Waukee do not allow for this in their new developments. After extensive discussion, a possible compromise was proposed to place townhomes along the highway instead of single-family.

2. Parkland dedication. Mr. Goodall's proposals to date have continued to not show any park space other than verbally mentioning a possible park in the far north end of the development. In P&Z's joint meeting with Parks & Rec last fall, a preference was discussed to have multiple smaller parks located throughout the development. The Commission requested that the proposal be updated to reflect this.
3. Our parkland dedication ordinance will likely require more than 10 acres of parkland based on the estimated number of residents. An idea was floated to slightly reduce the required amount of land if the developer were to make a financial contribution to the City that could be used to develop the parks or applied towards the cost to build a sidewalk/trail connection along Fairview Drive to the development. Mr. Goodall indicated that yes, they would be open to considering this.

No formal action was taken.

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.

After discussion, Perry Gruver motioned and Thomas Strutt seconded to recommend to City Council the proposed ordinance that renames our existing R-1 zoning district as R-1-70 and that adds new R-1-60 Flex and R-1-55 Flex zoning districts. The motion passed 5-0.

Comprehensive Plan Update

Because of the extensive discussion about Skye View Estates, the Commission did not have time to spend on continued comprehensive plan work. Instead we briefly discussed the timeline for finishing the comprehensive plan update and the possibility of holding a special meeting, likely on March 1, to focus just on further comprehensive plan work.

Respectfully submitted,
Matt Ostanik
P&Z Commission Chair

ORDINANCE NO. 566

**AN ORDINANCE AMENDING SECTION 165.34 OF THE CODE OF
ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA,
AS AMENDED, (ZONING CODE) BY ESTABLISHING
MULTIPLE DISTRICTS WITHIN THE R-1
SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT**

WHEREAS, the City Council of the City of Dallas Center conducted a public hearing at 7 p.m. on March 8, 2022, on proposed amendments to Section 165.34 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, by establishing multiple districts within the R-1 Single Family Residential Zoning District.

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

SECTION 1. Section 165.34(4-6) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended to read as follows:

165.34 “R-1” SINGLE-FAMILY RESIDENTIAL DISTRICT. The regulations set forth in this section or elsewhere in this chapter which are applicable, shall apply in the “R-1” Single-family Residential District.

4. Lot Area, Frontage and Yard Requirements for the R-1 District. The use of this zoning district for dwellings is limited to those areas where the zoning district was established on or before March 8, 2022.

	For Dwellings	For Non-dwellings
Lot area	10,000 square feet	One acre
Lot frontage	70 feet	150 feet
Front yard depth	30 feet	50 feet
Side yard (least width on any one side)	8 feet	25 feet
Width (minimum sum of both side yards)	16 feet	50 feet
Rear Yard Depth	35 feet	50 feet

In the event public sewer is not available for a dwelling, the minimum lot area shall be 20,000 square feet.

5. Lot area, Frontage and Yard Requirements for dwellings in the R-1-70, R-1-60 Flex, and R-1-55 Flex Districts. These zoning districts are limited to those areas where the zoning district was established after March 8, 2022.

	R-1-70	R-1-60 Flex	R-1-55 Flex
Lot area	10,000 sq ft	7,250 sq ft	6,875 sq ft
Lot frontage	70 feet	60 feet average	55 feet average
Front yard depth	30 feet	30 feet	30 feet
Side yard (least width on any one side)	8 feet	7 feet	5 feet
Width (minimum sum of both side yards)	16 feet	15 feet	12 feet
Rear yard depth	35 feet	35 feet	35 feet

In the R-1-60 Flex District, the average lot frontage is determined by the average of all single-family lots in an approved final plat. No lot frontage can be less than 55 feet. For purposes of determining average lot frontage any lot with a frontage of more than 65 feet shall be included in the calculation based on a lot frontage of 65 feet. There shall be no more than two lots in a row that are less than 60 feet in width. In the event all of the lots in an approved final plat are 60 feet or more in width, the minimum lot area requirement for each lot shall be 7,500 square feet.

In the R-1-55 Flex District, the average lot frontage is determined by the average of all single-family lots in an approved final plat. No lot frontage can be less than 50 feet. For purposes of determining average lot frontage any lot with a frontage of more than 60 feet shall be included in the calculation based on a lot frontage of 60 feet. There shall be no more than two lots in a row that are less than 55 feet in width.

In the event public sewer is not available for a dwelling, the minimum lot area shall be 20,000 square feet.

6. Minimum Floor Area. Single-family dwellings shall have a minimum of 1000 square feet of living space.

7. Off-street Parking Regulations. There shall be two parking spaces for each dwelling unit, exclusive of private garages.

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

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

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

Passed by the City Council on the 8th day of March, 2022, and approved the 8th day of March, 2022.

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

1. The Board recommends hiring Alexa Riesselman as pool manager for 2022 at a salary of \$17.00 per hour and to be under the direct supervision of Shelley Horak
2. The Board set salaries for other pool positions as follows:
 - a. Assistant manager \$14.50 hour
 - b. Guard \$12.50 hour
 - c. Admissions clerk \$10.50 per hour
 - d. Employees receive a \$.25 per hour pay increase for each additional year we have employed them
 - e. \$100 allocation for swim suits and reimbursement for training at the end of the season (for employees who stay all season)

2022.12



www.akingsthron.com

2022 Pricing

Date: 01/25/2022

Customer Information

Customer/Company Name City of Dallas Center
 Complete Address 1502 Walnut St
 City State Zip Dallas Center, IA 50063
 Contact Name _____
 Phone 515-992-3728
 Email cityhall@dallascenter.com

UNIT TYPE	QTY	UNIT PRICE	TOTAL
Seasonal Units	3	\$115.00	\$345.00
Delivery Charge	3	\$40.00	\$120.00

The signature line below represents that you agree to the 2022 pricing schedule and authorization for A King's Throne to initiate setup and delivery of your order. In addition to, agreement to pay all amounts in full per A King's Throne's terms and conditions. All changes, additions and deletions to the above proposal may result in a variation to the monthly charges.

ONE TIME FEES	\$120.00
Taxes	TBD
RECURRING MONTHLY FEES	\$345.00

Print Name - Title

Signature

Date:



DALLAS CENTER
{ Quietly PROGRESSIVE }

NOTICE OF NON-COMPLIANCE

Date of Inspection 8/31/21 & 10/26/21

Date of Notice: 01/19/2022

Shayleen Hickle & Dakota Meadows
1607 Laurel St.
Dallas Center, Iowa 50063

Case: 2021-113

The purpose of this letter is to make you aware of a violation of City Code that exists at the property **1607 Laurel St. Dallas Center, Iowa**. The City is actively enforcing its nuisance code to regulate minimum requirements for property maintenance.

An inspection on **8/31/21 & 10/26/21** indicated violations including but not limited to: **Unlicensed/inoperable vehicle(s); Vehicle(s) not parked on hard surface** that will either need to be removed, brought into compliance with the ordinance below, or put into an enclosed building. The Dallas Center city code states the following:

51.02 JUNK, JUNK VEHICLES AND REFUSE PROHIBITED. It is unlawful for any person to store, accumulate, or allow to remain on any private property within the corporate limits of the City any junk, junk vehicle or refuse.

51.01 DEFINITIONS. For use in this chapter, the following terms are defined:

2. "Junk vehicle" means any vehicle located within the corporate limits of the City and not capable of being driven from the place of its location under its own power without the addition of parts or repairs thereon, or any vehicle not equipped with four inflated tires, or any vehicle not licensed for the current year. "Junk vehicle" also includes any vehicle which has become the habitat for rats, mice, snakes, or any other vermin or insects or any vehicle which, because of its defective or obsolete condition, in any other way constitutes a threat to the public health and safety. Mere licensing of such vehicle shall not constitute a defense to the finding that the vehicle is a junk vehicle.

51.03 JUNK, JUNK VEHICLES AND REFUSE A NUISANCE. It is hereby declared that any junk, junk vehicle or refuse located upon private property, unless excepted by Section 51.04, constitutes a threat to the health and safety of the citizens and is a nuisance within the meaning of Section 657.1 of the Code of Iowa. If any junk, junk vehicle or refuse is kept upon private property in violation hereof, the owner of or person occupying the property upon which it is located shall be prima facie liable for said violation.

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



51.04 Exceptions. The provisions of this chapter do not apply to any junk, junk vehicle or refuse stored within a garage or other enclosed structure or to any junk or junk vehicle stored within an auto salvage yard or junk yard lawfully operated within the city.

Chapter 165.43: OFF-STREET PARKING AND LOADING AREAS.

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

The purpose of this letter is just to make you aware that the above is a violation and to let you know that in order to avoid further action, the City requires that the identified violation be corrected within **FOURTEEN (14) days** from the date of this notice or submit to the Code Enforcement Officer in writing a schedule for compliance to be reviewed. The City appreciates property owners may not be aware that there is a problem prior to receiving this notification and is confident that once you are aware, the issue can be addressed.

Under Section 50.08 of the Code of Ordinances, you have the right to request a hearing with the City Council as to whether a nuisance exists. **Any request for a hearing must be made in writing and delivered to City Clerk Cindy Riesselman at Dallas Center City Hall no later than five (5) days in receipt of this letter. If a hearing is requested, you will be notified of the time and place of the hearing. If no hearing is requested, it will be conclusively presumed that a nuisance exists and it must be abated as ordered**

CITY HALL



DALLAS CENTER
{ Quietly PROGRESSIVE }

Please contact me if you have questions or wish to discuss this matter further. I can be reached at 515-238-4485 or eleedom@dallascenter.com. I would be more than welcome to setting up a time to visit as well. The Code Enforcement Officer position is a contract position so I do not have an office at City Hall. Thank you, in advance, for your timely response to the correction of this matter.

Respectfully,

Ed Leedom

Ed Leedom

Code Enforcement Officer

515-238-4485

eleedom@dallascenter.com

Pictures have been attached to help in identifying your violation(s). However the pictures may or May not include all the violations on your property at the time of the inspection. At the time of re-inspection we will include not only these violations but also any additional accumulations of illegal materials.

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









**BEFORE THE CITY COUNCIL
OF THE CITY OF DALLAS CENTER, IOWA**

IN THE MATTER OF THE	:	- DRAFT -
NOTICE TO ABATE A NUISANCE -	:	FINDINGS OF FACT
UNLICENSED AND/OR INOPERABLE	:	AND ORDER OF COUNCIL
VEHICLE AT 1607 LAUREL STREET	:	
	:	CASE NO. 2021-113
DIRECTED TO:	:	
	:	
Shayleen Hickle and	:	February 8, 2022
Dakota Meadows	:	
1607 Laurel Street	:	
Dallas Center, Iowa 50063	:	
	:	

FACTUAL BACKGROUND

On January 19, 2022, Code Enforcement Officer Ed Leedom sent to Shayleen Hickle and Dakota Meadows a follow-up Notice of Non-Compliance to Abate a Nuisance of an unlicensed and/or inoperable vehicles in the yard at 1607 Laurel Street in Dallas Center.

The Notice referred to inspections on August 31, 2021, and October 26, 2021, which described the issues noted above and cited Sections 51.01, 51.02, 51.03, and 51.04 of the Code of Ordinances. Photographs of the property and items on the property were included with the Notice.

The Notice was given pursuant to the provisions of Chapter 50 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended (Nuisance Abatement Procedure).

The Dallas Center City Code of Ordinances, as amended, provides, in part, as follows:

51.01 DEFINITIONS. For use in this chapter, the following terms are defined:

2. "Junk vehicle" means any vehicle located within the corporate limits of the City and not capable of being driven from the place of its location under its own power without the addition of parts or repairs thereon, or any vehicle not equipped with four inflated tires, or any vehicle not licensed for the current year. "Junk vehicle" also includes any vehicle which has become the habitat for rats, mice, snakes, or any other vermin or insects or any vehicle which, because of its

defective or obsolete condition, in any other way constitutes a threat to the public health and safety. Mere licensing of such vehicle shall not constitute a defense to the finding that the vehicle is a junk vehicle.

3. "Vehicle" means every device in, upon, or by which a person or property is or may be transported or drawn upon a highway or street, excepting devices moved by human power or used exclusively upon stationary rails or tracks, and includes without limitation a motor vehicle, automobile, truck, motorcycle, tractor, buggy, wagon, farm machinery, or any combination thereof.

51.02 JUNK, JUNK VEHICLES AND REFUSE PROHIBITED. It is unlawful for any person to store, accumulate, or allow to remain on any private property within the corporate limits of the City any junk, junk vehicle or refuse.

51.03 JUNK, JUNK VEHICLES AND REFUSE A NUISANCE. It is hereby declared that any junk, junk vehicle or refuse located upon private property, unless excepted by Section 51.04, constitutes a threat to the health and safety of the citizens and is a nuisance within the meaning of Section 657.1 of the Code of Iowa. If any junk, junk vehicle or refuse is kept upon private property in violation hereof, the owner of or person occupying the property upon which it is located shall be prima facie liable for said violation.

51.04 EXCEPTIONS. The provisions of this chapter do not apply to any junk, junk vehicles or refuse stored within a garage or other enclosed structure or to any junk or junk stored within an auto salvage yard or junk yard lawfully operated within the city.

Mr. Leedom's Notice also noted that the location of the motor vehicle in the yard is not in compliance with the following provision of the City's Zoning Code:

165.42 OFF-STREET PARKING AND LOADING AREAS. It is the intent of this section to prevent traffic congestion and to provide for proper traffic safety by preserving the public thoroughfares for the unimpaired movement of pedestrian and vehicular traffic. The requirements of this section are minimum and in the certain uses of land, these requirements may be inadequate. Where review of the site plans and intended land use indicate through the application of proven standards or experienced statistics that the requirements herein are inadequate for the specific land use adaptation, a greater requirement for off-street parking space is justified and may be required to preserve the intent of this section.

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

Mr. Leedom's letter also stated:

The purpose of this letter is just to make you aware that the above is a violation and to let you know that in order to avoid further action, the City requires that the identified violation be corrected within fourteen (14) days from the date of this notice, or submit to the Code Enforcement Officer in writing a schedule for compliance to be reviewed. The city appreciates property owners may not be aware there is a problem prior to receiving this notification and is confident that once you are aware, the issue can be addressed.

On January 20, 2022, Shayleen Hickle requested a hearing before the City Council, which convened at _____ o'clock p.m. on Tuesday, February 8, 2022, in the Council Chambers in Memorial Hall in Dallas Center, Iowa. Council Members Coon, Kluss, Strutt, Willrich and _____ were present. Mayor Beyer presided.

The Council is required to hold a hearing on a nuisance complaint under the provisions of Section 50.08 of the Code of Ordinances.

Mr. Leedom was present and stated his reasons for issuing the Notice to Abate Nuisance. He described the photographs of the property he had taken, and which had been provided to the property owners and the Council.

Shayleen Hickle and Dakota Meadows were present and stated their position on the issue of whether the vehicle is a nuisance.

FINDINGS OF FACT

The Council FINDS:

1. Chapter 51 of the Code of Ordinances provides that any junk vehicle upon private property (unless stored within a garage or other enclosed structure, or stored within an auto salvage yard or junk yard lawfully operated within the City) constitutes a threat to the health and safety of the citizens and is a nuisance within the meaning of Section 657.1 of the Code of Iowa; and a person occupying the property upon which it is located shall be prima facie liable for the violation.

2. Chapter 51 of the Code of Ordinances provides that it is unlawful for any person to store, accumulate or allow to remain on any private property any junk vehicle. A junk vehicle is any vehicle that is not licensed for the current year or is not capable of being driven from its location under its own power without the addition of parts or repairs.

3. The vehicle located in the yard at 1607 Laurel Street is [unlicensed] [inoperable].

ORDER BY THE COUNCIL

1. The [unlicensed] [inoperable] motor vehicle on the property of Shayleen Hickle and Dakota Meadows at 1607 Laurel Street in Dallas Center [does] [does not] constitute a nuisance under Chapter 51 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended and [must be _____ by _____].

BY ORDER OF THE COUNCIL OF THE CITY OF DALLAS CENTER, IOWA,
this 8th day of February, 2022, on a vote of _ in favor, _
opposed, and _ absent.

Cindy Riesselman
City Clerk

SEAL

RESOLUTION NO. 2022-10

A RESOLUTION MODIFYING THE COUNCIL'S DECEMBER 14, 2021, FINDINGS OF FACT AND ORDER OF COUNCIL WITH RESPECT TO THE NOTICE TO ABATE A NUISANCE DIRECTED TO ALLAN AND JILL WHEELER BY RESCINDING THE AUTHORITY TO ROCK A PORTION OF THEIR PROPERTY IN LIEU OF IT BEING PAVED.

WHEREAS, on November 25, 2021, Code Enforcement Officer Ed Leedom issued to Allan and Jill Wheeler an Advisory Notice to Abate a Nuisance of unlicensed and/or inoperable (wrecked) vehicles, vehicles on grass, and tires and debris in the rear yard at 1406 Sugar Grove, as well as an Advisory Notice to Comply with the City Code requirements relating to off-street parking; and

WHEREAS, on December 1, 2021, the Wheelers requested a hearing before the City Council pursuant to Code of Ordinances Section 50.06(3), which hearing was held on December 14, 2021; and

WHEREAS, at the hearing the Wheelers asked that they be allowed to rock the approximately 65 foot by 65 foot area of off-street parking behind their buildings instead of having it paved with asphaltic or Portland cement pavement, and

WHEREAS, the Council's Order provided that "the Wheelers are authorized to rock that portion of their property described as off-street parking on which vehicles and their camper are or will be parked in lieu of the Code's requirement for such off-street parking being paved with asphaltic or Portland cement pavement. Such rocking must be completed within ninety (90) days."; and

WHEREAS, on January 28, 2021, a citizen directed an inquiry to the Mayor as to whether the Council had the authority to grant to the Wheelers what the citizen described as a "variance" to use gravel rather than installing a hard surface for parking, and whether the matter should have instead been referred to the Board of Adjustment; and

WHEREAS, the off-street parking requirements of Code of Ordinances Section 165.43(5) are contained in the Zoning Code, and under Code of Ordinances Section 165.13 only the Board of Adjustment has the authority to grant a variation in the requirements of Chapter 165 of the Code of Ordinances; and

WHEREAS, the Council must rescind the prior authority to allow the use of gravel or rock instead of hard surfacing in the event any kind of motor vehicle described in Code Section 165.43(5) is to be parked on the area in question; and

WHEREAS, the Wheelers must make application to the Board of Adjustment if they wish to seek a variance to the requirements of the Zoning Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA that the prior Finding contained in the December 14, 2021, Findings of Fact and Order of Council stating the Council will permit the Wheelers to rock that portion of their property described as off-street parking on which vehicles and their camper are or will be parked in lieu of the Code's requirement for such off-street parking being paved with asphaltic or Portland cement pavement, with such rocking being completed within ninety (90) days, is hereby rescinded.

IT IS FURTHER RESOLVED that the prior provision of the Order of the Council that the Wheelers are authorized to rock that portion of their property described as off-street parking on which vehicles and their camper are or will be parked in lieu of the Code's requirement for such off-street parking being paved with asphaltic or Portland cement pavement, with such rocking being completed within ninety (90) days, is hereby rescinded.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 8th day of February, 2022.

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

Dallas Center City Council

City Hall

1502 Walnut Street

P.O. Box 396

Dallas Center, IA 50063

RE: Request for Annexation

The property owner, Skye View Estates LLC, is requesting annexation in to Dallas for the attached property north of IA 44 Sugar Grove Ave and east of R Ave.

Thank you

A handwritten signature in dark ink, consisting of several overlapping, sweeping strokes that form a cursive-like shape. The signature is positioned below the text 'Thank you' and extends across the width of the page.

Skye View Estates, LLC – Dallas Center – Property Description:

The East One-half (E ½) of the Southwest Quarter (SW ¼) and the South One-half (S ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Thirty-six (36) of Township Eighty (80) North, Range Twenty-seven (27) West of the 5th P.M., Dallas County, Iowa, EXCEPT Parcel A of the SE ¼ SW ¼ of Section 36, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa, as shown on the Plat of Survey recorded in Book 849 Page 98, and EXCEPT Parcel 19-71 of the SW ¼ Section 36, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa, as shown on the Plat of Survey recorded in Book 2019 Page 14376.

SKYE VIEW ESTATES
PROPERTY LINE



DATE

01/31/22

DRAWN BY

AMS

ENGINEER

BWS

PROJECT NUMBER

21-376

PAGE NUMBER

PROPERTY OUTLINE



STUBBS ENGINEERING

4311 HERZOG ST. PLEASANT HILL, TX 75027
(512) 979-8499

SKYE VIEW ESTATES
DALLAS CENTER, TX

**NOTICE OF PUBLIC HEARING
BEFORE THE DALLAS CENTER CITY COUNCIL
ON APPLICATION FOR ANNEXATION**

The Dallas Center City Council will hold a public hearing at 7:00 o'clock p.m. on Tuesday, March 8, 2022, in the Council Chambers in Memorial Hall (above City Hall) at 1502 Walnut Street, Dallas Center, Iowa, on the Application of Skye View Estates, LLC, an Iowa limited liability company, for the annexation of the following described property into the City of Dallas Center:

The East One-half (E ½) of the Southwest Quarter (SW ¼) and the South One-half (S ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Thirty-six (36) of Township Eighty (80) North, Range Twenty-seven (27) West of the 5th P.M., Dallas County, Iowa, EXCEPT Parcel A of the SE ¼ SW ¼ of Section 36, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa, as shown on Plat of Survey recorded in Book 849 Page 98, and EXCEPT Parcel 19-71 of the SW ¼ Section 36, Township 80 North, Range 27 West of the 5th PM, Dallas Center, Dallas County, Iowa, as shown on Plat of Survey recorded in Book 2019 Page 14376.

The above-described parcel of real estate lies east and north of the existing corporate boundary and east of R Avenue and north of Highway 44.

This notice is given by Order of the City Council pursuant to Iowa Code Section 368.7(1)(d) which requires published notice of the filing of the Application and the Public Hearing thereon.

CITY OF DALLAS CENTER
Cindy Riesselman
City Administrator

[Publish February 17, 2022]

RESOLUTION NO. 2022-7

A RESOLUTION ORDERING CONSTRUCTION OF THE WALNUT STREET STREETScape PHASE 1 CONSTRUCTION PROJECT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Walnut Street Streetscape Phase 1 Construction Project; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements, and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of public improvements is entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa, to hold a public hearing and to advertise for bids.

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Walnut Street Streetscape Phase 1 Construction Project in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

WALNUT STREET STREETScape PHASE 1 CONSTRUCTION PROJECT:

The project includes partial sidewalk removal along Walnut Street between 15th Street and 14th Street with amended soil replacement and trees and other plantings, and all other miscellaneous work to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an Internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to April 7, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 2:00 P. M., on such date.

The City Council hereby delegates to the City Clerk or her designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids considered at the meeting of this Council on April 12, 2022.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in "The Dallas County News", a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 7:00 P.M. on April 12, 2022.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 8th day of February, 2022.

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

**Minburn Telephone Company
d/b/a Minburn Communications**

- 1. Proposed Draft Lease provided by Minburn Communications, with redline changes proposed by the City Attorney, but which have not yet been fully approved by Minburn Communications**

- 2. Proposed Draft Perpetual Fiber Optic Easement – Minburn Communications has confirmed the easement location is consistent with their needs**

- 3. Resolution 2022-8 proposing the City enter into the Lease Agreement and to grant the Easement to Minburn Communications, and to set public hearing**

- 4. Notice of Public Hearing**

SITE LEASE AGREEMENT

THIS **SITE LEASE AGREEMENT** (hereinafter called "Lease"), is made and entered into as of this 8th day of March, 2022, by and between THE CITY OF DALLAS CENTER, IOWA, an Iowa municipal corporation, whose address is 1502 Walnut Street, City, State, Zip, Dallas Center, Iowa 50063 ("Lessor"), and MINBURN TELEPHONE COMPANY d/b/a MINBURN COMMUNICATIONS, a (state), an Iowa corporation, whose address is 416 Chestnut Street, Minburn, Iowa 50167 City, State, Zip ("Lessee") hereafter also referred to as "the Parties".

In consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Leased Premises.** Lessor hereby Leases to the Lessee, for the period, at the rental, and upon the terms and conditions hereinafter set forth, the following Leased "Premises" or "Property" located within the city limits of Dallas Center, Iowa, legally described as: (state):

That portion of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas Center, Iowa, and Parcel 19-100 in said Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) as shown on the Plat of Survey thereof recorded in Book 2019 on Page 19848 in the Dallas County Recorder's office, more particularly described as:

Commencing at the Northeast corner of said Section 2, thence South 00°22'15" West along the East line of said Section 2, 1077.31 feet; thence North 89°42'08" West, 864.10 feet along the North line of said Parcel 19-100 extended and along said North line; thence South 00°17'52" West, 182.08 feet; thence South 89°53'37" West, 130.65 feet to the point of beginning; thence North 00°06'23" West, 60.00 feet; thence North 89°53'37" East, 40.00 feet; thence South 00°06'23" East, 60.00 feet; thence South 89°53'37" West, 40.00 feet to the point of beginning.

Containing 2,400 square feet or 0.06 acres, more or less

- a. Space at (“City Lot”) for equipment, shelter, and grounding zone, (60' W x 30' L) as shown in Exhibit A (“Site Plan”).
2. **Access.** Lessor grants to Lessee access to the Premisesspaces described in Paragraph one (1) above, seven days a week, 24 hours a day, throughout the term of this Lease. Should Lessor enclose the above Premisesspace(s) with fencing, Lessor shall allow Lessee access to enter the fenced Premisescompound by giving Lessee a key to the lock on the compoundgate or allow the lock to be changed to a combination lock, which combination code will be given to Lessee.
 - a. Lessor agrees to allow Lessee a driveway affording Lessee ingress and egress to drive to its structure and equipment for any of the purposes identified in Paragraph seven (7) below.
 - b. Lessor also agrees to grant a reasonable easement as needed for Lessee to access utilities necessary for its use of the premises as identified in Paragraph seven (7), to include fiber conduit, electric, and natural gas, should said utilities be available.

3. **Initial Term and Commencement Date of Lease.** The "Initial Term" of this Lease shall be for a period of twenty-five (25) years. The "Commencement Date" for the Initial Term of this Lease begins on the date Lessee acquires a valid building permit for all Lessee equipment.

4. **Renewal Terms.** Lessor hereby grants to Lessee the right, privilege, and option to extend this Lease for ~~five (5)~~~~two (2)~~ additional "Renewal Terms" of ~~ten (10)~~~~twenty-five (25)~~ years each, from the end of the Initial Term, under the same terms, covenants, and conditions as herein contained, provided that Lessee is not in default of any of the terms, covenants, or conditions of this Lease at the conclusion of the Initial Term or any prior Renewal Term, respectively.

5. **Termination.**

- a. Both Lessor and Lessee shall have the right to terminate this Lease for cause, in the event the other party defaults on any material provision of this Lease, and in the event that such default is not cured within ninety (90) days after written notice thereof is provided to the other party.
- b. Either party may terminate this agreement upon the expiration date of the Initial Term or upon the expiration date of any Renewal Term herein, by giving written notice to the other party specifying the date of termination. Such notice if given by Lessor must be given not less than three hundred sixty-five (365) days prior to the date therein specified (this time is given for Lessee to find a new site, get zoning approval, construct a new site and move Lessee's shelter and equipment). Such notice if given by Lessee must be given not less than ninety (90) days prior to the date therein specified.
- c. This Lease may be terminated without further liability on ninety (90) days' written notice as follows:
 - 1) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within ninety (90) days of receipt of written notice of default, provided that the grace period for any monetary default is thirty (30) days from receipt of written notice; or
 - 2) by Lessee if ~~it~~~~they~~ **does** not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee's facilities; or
 - 3) by Lessee if Lessee determines that the site is not appropriate for its operations for economic or technological reasons.
- d. In the event of termination or expiration of this Lease, Lessee shall have a reasonable period of time (not exceeding ninety (90) days from the actual termination date) to remove all shelter, equipment, and materials from the Premises. Upon expiration of this Lease, Lessee shall restore the Premises to reasonably good condition and repair, subject to ordinary wear and tear on the Premises, which is specifically excepted.

6. **Rent.**

- a. Lessee shall pay Lessor "Rent" during each year of the Term. **The parties agree that the initial Rent shall be \$500.00 per year. The Rent for the initial year of 2022 will be paid by March 31, 2022.**

a.b. In addition to the cash Rent paid, Lessee agrees to provide Lessor those services, without charge to the Lessor, specified in Exhibit B attached hereto, which may be amended or added to from time to time to reflect updated services or pricing by written agreement of both parties. Said services are expressly agreed to be subject to the terms and conditions of this Agreement. Ownership and control of the Lessee network and appurtenances thereto shall at all times be and remain in Lessee and Lessee shall have the right to remove its service, cable, and any other equipment used in connection therewith upon termination of this Agreement.

c. Each subsequent year's Rent payment shall be due to Lessor on or before January 1st of each year, which will be considered the anniversary date of the Lease for rent purposes.

b.d. The annual rental shall be increased by ten percent (10%) every three (3) years on the anniversary date of the Lease beginning on January 1, 2025.

e.e. Equipment or shelter power, including electricity, natural gas, or other utilities used by Lessee on the Premises will be provided by the Lessee with a separate meter for its needs.

7. **Use and Non-Interference of Premises.** The Premises shall be used by Lessee for the normal and customary installation, operation, and maintenance of Lessee's equipment and supplies for operation and maintenance of a broadband network (the "Lessee's Facilities"), including all necessary security measures to protect such equipment and supplies and all heating, ventilation, air conditioning, and generator systems as needed. Neither Party shall perform or permit any activities upon the Premises which would cause interference to the other Party or the other Party's principal use of the Premises. In addition, Lessor and Lessee shall not perform or permit any activities upon the Premises which would cause or permit physical, electronic, or other interference with the equipment of the other Party. Lessor retains the right to lease additional space to other lessees or allow additional easements, provided that any additional lessee equipment or use or easement access would not interfere with Lessee's equipment and/or installation, operation, maintenance, or use of the site. Additionally, Lessor may continue to use the premises for its own business or Public Works and other municipal and public safety purposes.

8. **Insurance and Indemnification.**

Subject to the provisions of this paragraph, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by first party property insurance, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

Lessee and Lessor expressly agree and state that the purchase of any policy of insurance under this Lease by the Lessor does not waive any of the defenses of governmental immunity available to the Lessor under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time. Lessee and Lessor further agree that any policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Code Section 670.4 as it now exists and as it may be amended from time to time.

At all times during the term of this Lease, Lessee shall at its expense carry and maintain for the mutual benefit of the Lessor:

- a. General public liability insurance against the claims for personal injury, death or property damage occurring in or about the Leased Premises or resulting from the installation, operation or maintenance of the Lessee's business on the Leased Premises, such insurance to be in the amount of at least \$1,000,000.00 for all personal injuries and deaths resulting from any one accident and \$1,000,000.00 for property damage in any one accident.
- b. A Standard Workmen's Compensation and Employer's Liability Insurance Policy in the amount equal to the limit of liability and in a form prescribed by the laws of the state in which the Leased Premises is located.
- c. Any contract workers contracted by Lessee shall also carry insurance as set forth in a and b above.

9. **Taxes.** Lessee will pay any personal property or real property taxes assessed directly on, or any portion of such taxes directly attributable to, the Lessee's Facilities. Lessor is a governmental entity and exempt from the payment of real property taxes on real estate owned by it. Notwithstanding he preceding, Lessee will pay, as additional rent, any increase in real property taxes levied against the Lessor's real estate directly attributable to the Lessee's Facilities. Lessor shall pay and be responsible for all taxes on the Premises, and Lessee shall pay and be responsible for all taxes due on Lessee's equipment and fixtures installed on the Premises.

10. **Notices.** Any notices required or permitted to be given hereunder shall be given in writing, and shall be deemed to have been given only upon receipt after mailing by certified or registered first class mail, postage prepaid, return receipt requested, and addressed to the parties as follows:

Lessor: City of Dallas CenterName
Attn: City Clerk
1502 Walnut Street, P.O. Box 396Address
Dallas Center, Iowa 50063City State Zip

Phone: (515) 992-3728
Email: cityhall@dallascenter.com

Lessee: Minburn Telephone Company d/b/a Minburn CommunicationsName
Attn: Debra Lucht
416 Chestnut Street, P.O. Box 206Address
Minburn, Iowa 50167City State Zip

Phone: (515) 438-2200

Email: debl@minburncomm.com

11. Rights Upon Sale. If Lessor, at any time during the term of this Lease, sells or otherwise transfers the Premises or any property rights associated with the Premises to a third party, such sale or transfer will be subject to this Lease and the Lessee's rights hereunder.

12. Survival. The provisions of this Lease relating to indemnification from one Party to the other Party will survive any termination or expiration of this Lease. In addition, any provision of this Lease which requires performance subsequent to the expiration of this Lease will survive termination or expiration.

11.13. Miscellaneous Provisions.

- a. Lessor warrants that Lessor is the free owner of the property and that Lessor has full right, power, and authority to execute this agreement. Lessor covenants that Lessee, in paying Rent and performing the covenants by Lessee herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased property, subject to the provisions of this Agreement.
- b. Lessee's obligations in this Lease shall be contingent upon Lessee's ability to use the Premises for the purpose described in Paragraph seven (7) above, including but not limited to receipt of all necessary easements, permits, zoning approvals, and regulatory approvals.
- c. Lessee shall obtain all necessary governmental and regulatory approvals required for Lessee's occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. Lessor shall cooperate with Lessee in obtaining such approvals.
- d. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors, and assigns.
- e. This Lease contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements.
- f. This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.
- g. This Lease may be assigned by Lessee without the written consent of Lessor, provided that the assignee continues carrying on Lessee's communications business as contemplated hereunder and assumes in writing the obligations of Lessee hereunder.
- h. No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.
- i. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease and the remaining provisions shall be enforceable in accordance with their terms.

- j. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- k. ~~If Lessee does not promptly vacate the Premises upon valid termination of this Lease, such holding over shall be treated as creating a month to month tenancy. Upon termination of this Lease, Lessee will, within sixty (60), days remove the Lessee's Facilities and otherwise return the Property to its original condition, reasonable wear and tear excepted. Lessor understands and agrees that the Facilities will remain the personal property of the Lessee and Lessee will retain the right to remove the same, whether or not such items are considered fixtures or attachments to real property under applicable law. Lessee will pay monthly rent on a pro rata basis until such time as removal of the Facilities is completed. Lessee shall be liable to pay the cost to Lessor for any damage caused to the Property (or any other buildings or real estate owned by the Lessor) caused by the Lessee during the installation, operation, maintenance, or removal of the Lessee's Facilities, upon the Lessor's written verification of such cost.~~
- l. Lessee may make reasonable alterations, additions, or improvements to the Premises necessary for the installation, security, and maintenance of its structure and equipment, so long as the structural integrity of the Premises is not affected or Lessee has obtained written approval thereof. Lessee will bear the total cost of such alterations, additions, or improvements, including regular maintenance, and the cost of removal and returning the Premises to the condition it was at the time of entering into the Lease (subject to the terms of Paragraph 5(d) of this Lease).
- m. Lessee shall be solely responsible for maintenance of its own equipment and structure(s) on the Leased Premises identified in Paragraph one (1) of this Lease and Lessor shall be responsible for snow removal and mowing of the Premises and surrounding lot to allow Lessee access.
- n. Lessee shall indemnify and hold Lessor harmless against all expenses, liabilities, and claims of every kind, including reasonable attorney fees, made necessary by or on behalf of any person or entity arising out of:
- 1) a failure by Lessee to perform any of the terms and conditions of this Lease,
 - 2) any injury or damage happening on or about the Leased Premises which is caused in whole or in part by Lessee's use of the Premises, any act or omission of Lessee or anyone for whose acts Lessee may be liable,
 - 3) any injury or damage to any employee, agent, or customer of Lessee on or about the Leased Premises, or
 - 4) Failure of Lessee to comply with any applicable laws or governmental authority.

IN WITNESS WHEREOF, the parties have executed this Lease agreement effective as of the day and year first written above.

CITY OF DALLAS CENTER

MINBURN TELEPHONE COMPANY
d/b/a MINBURN COMMUNICATIONS

Lessor

Lessee

By _____ By _____
Danny Beyer, Mayor _____
_____ Its _____

By _____ By _____
Cindy Riesselman, City Clerk _____
_____ Its _____

STATE OF IOWA _____ :
_____ : ss.
COUNTY OF DALLAS _____ :

On this 8th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Danny Beyer and Cindy Riesselman, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa; that the seal affixed to the foregoing Agreement is the corporate seal of the corporation, and that the Agreement was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. 2022- adopted on the 8th day of March, 2022 and that Danny Beyer and Cindy Riesselman acknowledged the execution of the Agreement to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

STATE OF IOWA _____ :
_____ : ss.
COUNTY OF DALLAS _____ :

This record was acknowledged before me on the _____ day of March, 2022, by _____ and _____ as _____ and _____ of Minburn Telephone Company d/b/a Minburn Communications, on behalf of whom the record was executed.

_____, Notary Public
in and for the State of Iowa

_____ _____ Signature: _____ Printed Name: _____ Title: _____	(Lessor)	_____ _____ Signature: _____ Printed Name: _____ Title: _____ _____	(Lessee)
---	----------	--	----------

STATE OF _____)
_____) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by _____,
the _____ of _____.

Notary Public

STATE OF _____)
_____) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by _____,
the _____ of _____.

Notary Public

Exhibit A - Site Plans

to the Lease between the City of Dallas Center, Iowa and
Minburn Telephone Company d/b/a Minburn Communications

Exhibit B – Services Addendum

Pursuant to Paragraph 6(b) of the Lease Agreement (Lease Agreement) between the City of Dallas Center (Lessor) and Minburn Telephone Company d/b/a Minburn Communications (Lessee) (collectively the "Parties") dated March 8, 2022, Lessee shall provide Broadband Internet Services (Services) to Lessor pursuant to the Lease Agreement in addition to the following terms:

1. **Service Level.** Lessee will provide the following services for Lessor:
 - a. WiFi access point to downtown Dallas Center with service levels of a minimum of 20 Mbps download and 20 Mbps for unsecured access and public use, until such time as fiber is available;
 - b. Fiber Internet services of 100Mbps download and 100Mbps upload to the future sites of the planned Public Works/Safety/Fire facilities.
2. **Term.** The Services provided herein shall be provided throughout the Term of the underlying Lease Agreement, unless otherwise agreed to by the Parties in writing.
3. **Terms and Conditions.** The services provided herein shall be provisioned pursuant to all of Lessee's standard Internet use Terms and Conditions unless otherwise stated herein.
4. **Rates.** The Services at the Service Levels outlined in Section 1 above shall be provided free of charge to Lessor. Should Lessor request Services in excess of the Levels above indicated, Lessor shall be responsible for any additional costs related to the increased Services Levels, pursuant to Lessee's standard Service rates currently in effect. (Example: If the Service Levels in Section 1 are \$50/month for standard customers, and Lessor decides to purchase a higher Service Level that costs \$75/month for standard customers, Lessor will be responsible for the difference between the free Service (\$50) and the increased Service (\$75); thus, Lessor would be responsible for \$25/month payment for the increased Service Level).
5. **Re-Evaluation.** The Parties may re-evaluate the Services and Rates herein every five (5) years throughout the Lease Agreement Term, or any other time upon agreement of the Parties in writing.
6. **Provision of Services.** The Parties shall work together to accomplish the provisioning of Services herein, including but not limited to reasonable accommodation for Service equipment and facilities such as antennas and/or cabling.
 - a. The installation and operation of additional equipment by Lessee, including but not limited to the installation of an antenna on the City owned Water Tower structure in Mound Park, as required for the provision of the above noted Service shall not require additional compensation from Lessee to Lessor.
 - b. Lessor shall be responsible for all utility costs required for the provisioning of the Services outlined in Section 1 at the locations specified, to include electricity or other utility costs necessary to power any antennas or similar equipment necessary to provide Service at the site locations noted in Section 1.
7. **Miscellaneous.**
 - a. As network advancements are made and/or circumstances and Service availability changes, the Parties shall have the ability to modify this Services Addendum pursuant to reasonable industry standards and Section 5 herein.
 - This Agreement shall only apply to the provisioning of Broadband Internet Service. Should Lessor request additional services from Lessee outside the scope of this Agreement (e.g., Phone, Cable, etc), such services shall be offered to Lessor at Lessee's current standard rates for such services. No additional discount or special terms shall apply to such other services unless agreed to by the Parties in writing at the time of provisioning such additional services.

Prepared By And

Return To: Ralph R. Brown, P.O. Box 250, Dallas Center, Iowa 50063 (515) 992-3728

PERPETUAL FIBER OPTIC EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THE CITY OF DALLAS CENTER, IOWA, an Iowa municipal corporation, in consideration of the sum of Ten Dollars (\$10,00) in hand paid by MINBURN TELEPHONE COMPANY d/b/a MINBURN COMMUNICATIONS, of Minburn, Iowa, the receipt of which is hereby acknowledged, does hereby sell, grant and convey unto MINBURN TELEPHONE COMPANY d/b/a MINBURN COMMUNICATIONS a perpetual fiber optic easement under, through and across the following described real estate:

That portion of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas Center, Iowa, and Parcel 19-100 in said Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) as shown on the Plat of Survey thereof recorded in Book 2019 on Page 19848 in the Dallas County Recorder's office, more particularly described as:

Commencing at the Northeast corner of said Section 2, thence South 00°22'15" West along the East line of said Section 2, 1077.31 feet; thence South 89°42'08" West, 33.00 feet to the West right-of-way line of Fairview drive, said point being point of beginning; thence South 00°22'23" West along said West right-of-way line, 5.00 feet; thence North 89°42'08" West, 646.09 feet; thence South 00°17'52" West, 187.05 feet; thence South 89°53'37" West, 135.58 feet; thence North 00°06'23" West, 10.00 feet; thence North 89°53'37" East, 130.65 feet; thence North 00°17'52" East, 182.08 feet to the North line of said parcel 19-100; thence South 89°42'08" East along said North line, 651.10 feet to the point of beginning.

Containing 5,497 square feet or 0.13 acres, more or less

And as shown on the attached Easement Drawing marked as Exhibit "A"

Said easement is granted unto Minburn Telephone Company d/b/a Minburn Communications (the "Grantee"), for the purpose of the construction, installation and maintenance of fiber optic.

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The Grantee shall restore the described real estate to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent improvement shall be built or placed upon the above described perpetual easement by the City of Dallas Center (the "Grantor"), and that if such improvements are built or constructed, in violation of this easement, the Grantee shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

The Grantor does hereby covenant with the Grantee, and successors in interest, that the Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

IN WITNESS WHEREOF the undersigned have hereunto affixed their hands and seal this 8th day of March, 2022.

CITY OF DALLAS CENTER, IOWA

By _____
Danny Beyer, Mayor

By _____
Cindy Riesselman, City Clerk

STATE OF IOWA :
 : ss
COUNTY OF DALLAS :

On the 8th day of March, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared Danny Beyer and Cindy Riesselman, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa, an Iowa municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 2022-___ adopted by the City Council on the 8th day of March, 2022, and that

Danny Beyer and Cindy Riesselman acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Ralph R. Brown, Notary Public
In and for the State of Iowa

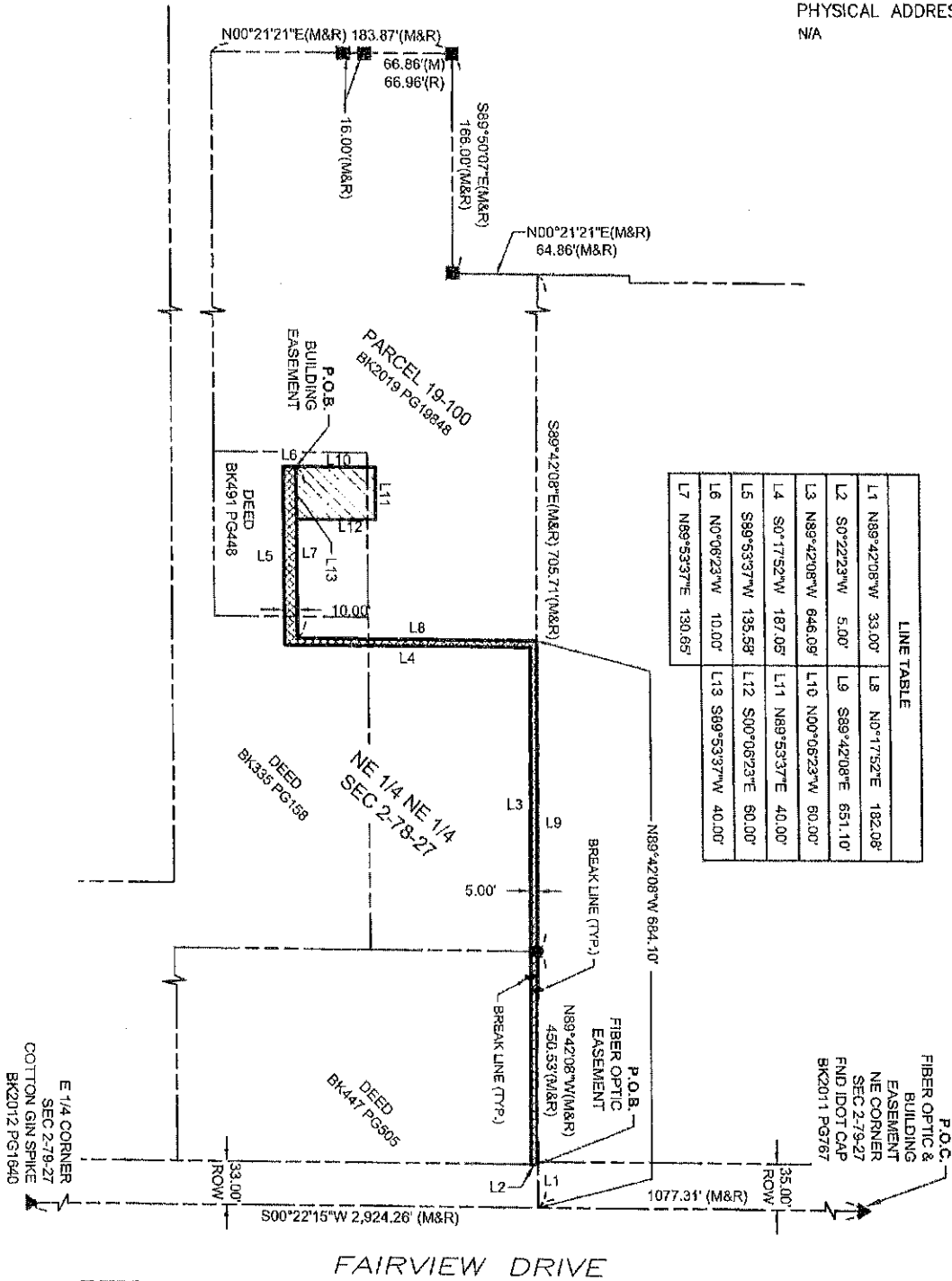
PROPERTY OWNER:
 CITY OF DALLAS CENTER
 PO BOX 386
 DALLAS CENTER, IA 50063-0386
 BOOK 2019, PAGE 22933

EASEMENT DRAWING

FOR A FIBER OPTIC EASEMENT BEING CONVEYED TO
 MINBURN COMMUNICATIONS


PARCEL NO.
 1102276003
 1102226014
 1102226006


PHYSICAL ADDRESS:
 N/A



LINE TABLE	
L1	N89°42'08"W 33.00'
L2	S0°22'23"W 5.00'
L3	N89°42'08"W 646.09'
L4	S0°17'52"W 187.05'
L5	S89°53'37"W 135.58'
L6	N0°06'23"W 10.00'
L7	N89°53'37"E 130.65'
L8	N0°17'52"E 182.08'
L9	S89°42'08"E 651.10'
L10	N00°06'23"W 80.00'
L11	N89°53'37"E 40.00'
L12	S00°06'23"E 80.00'
L13	S89°53'37"W 40.00'

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - FOUND 5/8" REBAR
 - FOUND 5/8" REBAR W/YELLOW CAP#14074
 - (M) MEASURED BEARING OR DIMENSION
 - (R) RECORDED BEARING OR DIMENSION
 - SECTION LINE
 - - - - - PROPERTY LINE
 - ▨ PERPETUAL EASEMENT SEGMENT 1 = 5,497 SQ.FT. OR 0.13 ACRES
 - ▩ PERPETUAL EASEMENT SEGMENT 2 = 2,400 SQ.FT. OR 0.06 ACRES


 GRID NORTH
 IOWA STATE PLANE
 COORDINATE SYSTEM
 SOUTH ZONE


 1 Inch = 100 ft.

FIELD SURVEY COMPLETED: JANUARY 2022

SURVEY FOR:
 CITY OF DALLAS CENTER
 1502 WALNUT STREET
 DALLAS CENTER, IA 50063
 PHONE: (515) 982-3725

V&K PROJECT NUMBER 212185 DATE: 02-01-22


VEENSTRA & KIMM INC.

SHEET
 1 OF 1

RESOLUTION NO. 2022-8

A RESOLUTION PROPOSING TO LEASE TO MINBURN TELEPHONE COMPANY d/b/a MINBURN COMMUNICATIONS A PARCEL OF LAND OWNED BY THE CITY OF DALLAS CENTER, IOWA, LOCATED AT THE CITY'S PUBLIC WORKS FACILITIES FOR THE CONSTRUCTION OF A COMMUNICATIONS STRUCTURE; PROPOSING TO GRANT A PERPETUAL EASEMENT FOR THE EXTENSION OF FIBER FROM THE STRUCTURE TO THE PUBLIC RIGHT-OF-WAY ON FAIR VIEW DRIVE; AND SETTING A PUBLIC HEARING THEREON.

WHEREAS, the City of Dallas Center owns part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 2, Township 79 North, Range 27 West of the 5th P.M., City of Dallas Center, Dallas County, Iowa, and Parcel 19-100 in said Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) as shown on the Plat of Survey thereof recorded in Book 2019 on Page 19848 in the Dallas County Recorder's office, upon with the City's Public Works facilities currently are located, and which is proposed as the future site for new Public Works/Public Safety/Fire facilities; and

WHEREAS, the Council proposes to lease to Minburn Telephone Company d/b/a Minburn Communications (the "Lessee") a portion of the real estate owned by the City for the construction of a structure to house the electronics and other equipment for serving fiber in the Dallas Center area, which lease will cover the following described parcel of real estate:

That portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas Center, Iowa, and Parcel 19-100 in said Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) as shown on the Plat of Survey thereof recorded in Book 2019 on Page 19848 in the Dallas County Recorder's office, more particularly described as:

Commencing at the Northeast corner of said Section 2, thence South 00°22'15" West along the East line of said Section 2, 1077.31 feet; thence North 89°42'08" West, 864.10 feet along the North line of said Parcel 19-100 extended and along said North line; thence South 00°17'52" West, 182.08 feet; thence South 89°53'37" West, 130.65 feet to the point of beginning; thence North 00°06'23" West, 60.00 feet; thence North 89°53'37" East, 40.00 feet; thence South 00°06'23" East,

60.00 feet; thence South 89°53'37" West, 40.00 feet to the point of beginning.

Containing 2,400 square feet or 0.06 acres, more or less

; and

WHEREAS, the proposed lease would be for an initial term of twenty-five (25) years, which could be extended for additional periods of time; and

WHEREAS, pursuant to provisions of Section 364.7 of the Code of Iowa, the Council proposes to lease the above-described parcel of real estate to Minburn Telephone Company d/b/a Minburn Communications (a) for an annual rental of \$500.00, with an escalator clause to periodically increase the rental rate from time to time, and (b) an agreement by the Lessee to provide without charge to the City a WiFi access point to downtown Dallas Center for unsecured access and public access as well as future fiber internet services without charge to the City for the future Public Works/Safety/Fire facilities; and

WHEREAS, the Council further proposes to grant to Minburn Telephone Company d/b/a Minburn Communications a perpetual fiber optic easement over a portion of the real estate owned by the City for the extension of fiber from the structure to house the electronics and other equipment to the public right-of-way on Fair View Drive, which easement is under, through and across the following described parcel of real estate:

That portion of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas Center, Iowa, and Parcel 19-100 in said Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) as shown on the Plat of Survey thereof recorded in Book 2019 on Page 19848 in the Dallas County Recorder's office, more particularly described as:

Commencing at the Northeast corner of said Section 2, thence South 00°22'15" West along the East line of said Section 2, 1077.31 feet; thence South 89°42'08" West, 33.00 feet to the West right-of-way line of Fairview drive, said point being point of beginning; thence South 00°22'23" West along said West right-of-way line, 5.00 feet; thence North 89°42'08" West, 646.09 feet; thence South 00°17'52" West, 187.05 feet; thence South 89°53'37" West, 135.58 feet; thence North 00°06'23" West, 10.00 feet; thence North 89°53'37" East,

130.65 feet; thence North 00°17'52" East, 182.08 feet to the North line of said parcel 19-100; thence South 89°42'08" East along said North line, 651.10 feet to the point of beginning.

Containing 5,497 square feet or 0.13 acres, more or less

; and

WHEREAS, pursuant to provisions of Section 364.7 of the Code of Iowa, the Council proposes to grant the above-described perpetual fiber optic easement to Minburn Telephone Company d/b/a Minburn Communications for the sum of ten dollars (\$10.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, the following proposals will be considered by the Council at a Public Hearing at 7:00 p.m. on March 8, 2022:

1. That the City Council of the City of Dallas Center, Iowa, lease to Minburn Telephone Company d/b/a Minburn Communications (the "Lessee") a portion of certain real estate owned by the City for the construction of a structure to house the electronics and other equipment for serving fiber in the Dallas Center area, which lease will cover the following described parcel of real estate:

That portion of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas Center, Iowa, and Parcel 19-100 in said Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) as shown on the Plat of Survey thereof recorded in Book 2019 on Page 19848 in the Dallas County Recorder's office, more particularly described as:

Commencing at the Northeast corner of said Section 2, thence South 00°22'15" West along the East line of said Section 2, 1077.31 feet; thence North 89°42'08" West, 864.10 feet along the North line of said Parcel 19-100 extended and along said North line; thence South 00°17'52" West, 182.08 feet; thence South 89°53'37" West, 130.65 feet to the point of beginning; thence North 00°06'23" West, 60.00 feet; thence North 89°53'37" East, 40.00 feet; thence South 00°06'23" East, 60.00 feet; thence South 89°53'37" West, 40.00 feet to the point of beginning.

Containing 2,400 square feet or 0.06 acres, more or less

2. That the consideration for leasing the above-described parcel of real estate to Minburn Telephone Company d/b/a Minburn Communications will be for (a) for an annual rental of \$500.00, with an escalator clause to periodically increase the rental rate from time to time, and (b) an agreement by the Lessee to provide without charge to the City a WiFi access point to downtown Dallas Center for unsecured access and public access as well as future fiber internet services without charge to the City for the future Public Works/Safety/Fire facilities.

3. That the City Council of the City of Dallas Center, Iowa, further proposes to grant to Minburn Telephone Company d/b/a Minburn Communications a perpetual easement over a portion of the real estate owned by the City for the extension of fiber from the structure to house the electronics and other equipment to the public right-of-way on Fair View Drive, which easement is under, through and across the following described parcel of real estate:

That portion of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas Center, Iowa, and Parcel 19-100 in said Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) as shown on the Plat of Survey thereof recorded in Book 2019 on Page 19848 in the Dallas County Recorder's office, more particularly described as:

Commencing at the Northeast corner of said Section 2, thence South 00°22'15" West along the East line of said Section 2, 1077.31 feet; thence South 89°42'08" West, 33.00 feet to the West right-of-way line of Fairview drive, said point being point of beginning; thence South 00°22'23" West along said West right-of-way line, 5.00 feet; thence North 89°42'08" West, 646.09 feet; thence South 00°17'52" West, 187.05 feet; thence South 89°53'37" West, 135.58 feet; thence North 00°06'23" West, 10.00 feet; thence North 89°53'37" East, 130.65 feet; thence North 00°17'52" East, 182.08 feet to the North line of said parcel 19-100; thence South 89°42'08" East along said North line, 651.10 feet to the point of beginning.

Containing 5,497 square feet or 0.13 acres, more or less

for the sum of ten dollars (\$10.00) for said perpetual fiber optic easement.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Council will make a final determination on the foregoing proposals following the Public Hearing at 7:00 p.m. on March 8, 2022, in the Council Chambers in Memorial Hall (above City Hall) at 1502 Walnut Street, Dallas Center, Iowa.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 8th day of February, 2022.

Danny Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

**NOTICE OF PUBLIC HEARING BEFORE
DALLAS CENTER CITY COUNCIL ON
THE PROPOSED LEASING OF CERTAIN
REAL ESTATE AND THE GRANTING
OF A PERPETUAL FIBER OPTIC EASEMENT
TO MINBURN TELEPHONE COMPANY
d/b/a MINBURN COMMUNICATIONS**

The Dallas Center City Council will hold a public hearing at 7:00 p.m. on Tuesday, March 8, 2022, in the Council Chambers in Memorial Hall (above City Hall) at 1502 Walnut Street, Dallas Center, Iowa, pursuant to Resolution 2022-8 adopted by the Council on February 8, 2022, to consider the following proposals:

1. That the City Council of the City of Dallas Center, Iowa, lease to Minburn Telephone Company d/b/a Minburn Communications (the "Lessee") a portion of certain real estate owned by the City for the construction of a structure to house the electronics and other equipment for serving fiber in the Dallas Center area, which lease will cover the following described parcel of real estate:

That portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas Center, Iowa, and Parcel 19-100 in said Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) as shown on the Plat of Survey thereof recorded in Book 2019 on Page 19848 in the Dallas County Recorder's office, more particularly described as:

Commencing at the Northeast corner of said Section 2, thence South 00°22'15" West along the East line of said Section 2, 1077.31 feet; thence North 89°42'08" West, 864.10 feet along the North line of said Parcel 19-100 extended and along said North line; thence South 00°17'52" West, 182.08 feet; thence South 89°53'37" West, 130.65 feet to the point of beginning; thence North 00°06'23" West, 60.00 feet; thence North 89°53'37" East, 40.00 feet; thence South 00°06'23" East, 60.00 feet; thence South 89°53'37" West, 40.00 feet to the point of beginning.

Containing 2,400 square feet or 0.06 acres, more or less

2. That the consideration for leasing the above-described parcel of real estate to Minburn Telephone Company d/b/a Minburn Communications will be for (a) for an annual rental of \$500.00, with an escalator clause to periodically increase the rental rate from time to time, and (b) an agreement by the Lessee to provide without charge to the City a WiFi access point to downtown Dallas Center for unsecured access and public access as well as future fiber internet services without charge to the City for the future Public Works/Safety/Fire facilities.

3. That the City Council of the City of Dallas Center, Iowa, further proposes to grant to Minburn Telephone Company d/b/a Minburn Communications a perpetual easement over a portion of the real estate owned by the City for the extension of fiber from the structure to house the electronics and other equipment to the public right-of-way on Fair View Drive, which easement is under, through, and across the following described parcel of real estate:

That portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas Center, Iowa, and Parcel 19-100 in said Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) as shown on the Plat of Survey thereof recorded in Book 2019 on Page 19848 in the Dallas County Recorder's office, more particularly described as:

Commencing at the Northeast corner of said Section 2, thence South $00^{\circ}22'15''$ West along the East line of said Section 2, 1077.31 feet; thence South $89^{\circ}42'08''$ West, 33.00 feet to the West right-of-way line of Fairview drive, said point being point of beginning; thence South $00^{\circ}22'23''$ West along said West right-of-way line, 5.00 feet; thence North $89^{\circ}42'08''$ West, 646.09 feet; thence South $00^{\circ}17'52''$ West, 187.05 feet; thence South $89^{\circ}53'37''$ West, 135.58 feet; thence North $00^{\circ}06'23''$ West, 10.00 feet; thence North $89^{\circ}53'37''$ East, 130.65 feet; thence North $00^{\circ}17'52''$ East, 182.08 feet to the North line of said parcel 19-100; thence South $89^{\circ}42'08''$ East along said North line, 651.10 feet to the point of beginning.

Containing 5,497 square feet or 0.13 acres, more or less

for the sum of ten dollars (\$10.00) for said perpetual fiber optic easement.

Any person may attend the public hearing and express their opinions on the proposed leasing of certain real estate and the granting of a perpetual fiber optic easement, all as described above.

Cindy Riesselman
Dallas Center City Clerk

[Publish February 17, 2022]



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

February 2, 2022

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. 5 (FINAL)

Enclosed is a copy of Partial Payment Estimate No. 5 (final) for the Water Treatment Plant Filter Replacement project. Partial Payment Estimate No. 5 is in the amount of \$30,440.00.

Krudico, Inc. has completed work on the project. The three softeners were placed back in service at the end of January 2022.

Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 5 and would recommend the City accept the project and approve the Partial Payment Estimate No. 5 in the amount of \$30,440.00.

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:rdp
212178
Enclosure

Cc: Ralph Brown, Brown, Fagen, & Rouse

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$248,542.00	\$ 248,542.00
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 248,542.00	\$ 248,542.00
		Materials Stored	\$ -
Value of Completed Work and Materials Stored			\$ 248,542.00
Less Retained Percentage (0%)			
Net Amount Due This Estimate			\$ 248,542.00
Less Estimate(s) Previously Approved	No.1	\$ 40,392.00	
	No.2	\$ 8,335.00	
	No.3	\$ 107,375.00	
	No.4	\$ 62,000.00	
	No.5		
	No.6		
	No. 7		
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved			\$ 218,102.00
		Amount Due This Estimate	\$ 30,440.00

The amount \$ 30,440.00 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:

**VEENSTRA & KIMM, INC.**

3000 Westown Parkway West Des Moines, Iowa 50266-1320

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

Date: February 1, 2022

PAY ESTIMATE NO. 5 FINAL

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	December 1, 2021 - January 31, 2022	

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	100.00%	\$248,542

RESOLUTION NO. 2022-11

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS DESCRIBED
AS THE WATER TREATMENT PLANT FILTER REPLACEMENT
PROJECT**

WHEREAS, on the 11th day of May, 2021, the City Council accepted a quotation from Krudico, Inc. of Auburn, Iowa, for the Water Treatment Plant Filter Replacement Project; and

WHEREAS, said contractor has fully completed the public improvements in accordance with the terms of said quotation as shown by the Engineer's correspondence with the City dated February 2, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the recommendation of the Engineer is hereby approved and adopted, and said public improvements are hereby approved and accepted as having been fully completed in accordance with the quotation and the total final cost thereof is in the amount of \$248,542.00.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 8th day of February, 2022.

Danny Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

<u>Bidder</u>	<u>Base Bid</u>	<u>Solar Add</u>	<u>Total</u>	<u>Manufacturer</u>
Feld Fire	\$67,603.95	\$9,660.00	\$77,263.95	Sentry Siren
Unplugged Wireless	\$41,450.00	\$6,400.00	\$47,850.00	Whelen
Table Rock Alerting Systems	\$38,689.56	\$5,000.00	\$43,689.56	Sentry Siren
Electronic Engineering	\$65,940.00	\$8,900.00	\$74,840.00	Sentry Siren
Frontline Warning Systems	\$39,555.00	\$3,780.00	\$43,335.00	Whelen

ORDINANCE NO. 567

**AN ORDINANCE AMENDING CHAPTER 96 OF THE CODE OF
ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA,
AS AMENDED, (BUILDING SEWERS AND CONNECTIONS)
BY ADDING A SECTION ON FAILURE TO MAINTAIN**

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

SECTION 1. Section 96.11 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby renumbered as Section 96.12.

SECTION 2. Chapter 96 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is amended by adding the following new section before renumbered Section 96.12:

96.11 FAILURE TO MAINTAIN. When any portion of the sewer service line, service line check valve, or sewer line valve which is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance, the City may do so and assess the costs thereof to the property.

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

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

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

Passed by the City Council on the 8th day of February, 2022, and approved the 8th day of February, 2022.

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,900,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTES, SERIES 2022, AND LEVYING A TAX FOR THE PAYMENT THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 2022-9

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$2,900,000 GENERAL OBLIGATION LOCAL OPTION SALES
AND SERVICES TAX CAPITAL LOAN NOTES, SERIES 2022,
AND LEVYING A TAX FOR THE PAYMENT THEREOF

WHEREAS, the City of Dallas Center, State of Iowa ("Issuer"), is a municipal corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Issuer is in need of funds to pay costs from the eligible portion of the local option sales and services tax receipts collected by the City for designing, constructing, equipping, and maintaining a new community swimming pool and bathhouse, including all related site improvements (the "Project"), and it is deemed necessary and advisable that General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022, in the amount of \$2,900,000 be issued; and

WHEREAS, the City Council has taken such acts as are necessary to authorize issuance of the Notes.

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

Section 1. Authorization of the Issuance. General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022, in the amount of \$2,900,000 (the "Notes") shall be issued pursuant to the provisions of Iowa Code Section 423B.9(4) for the purposes covered by the hearing.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

(a) Local Option Tax Receipts. There will be established a Local Option Sales and Services Tax Capital Loan Note Principal and Interest Fund (the "Sinking Fund") as a separate and special fund to pay principal of and interest on the Notes and any other bonds or notes issued under Chapter 423B of the Code of Iowa. All amounts collected by the Issuer in each fiscal year as part of the Designated Project Portion of the Local Option Tax Receipts or otherwise derived therefrom shall be deposited into the Sinking Fund until the amount on deposit therein shall be equal to the total principal and interest falling due in said year on the Notes and any other bonds or notes payable from the Local Option Tax Receipts. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on said Notes.

(b) Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued in the event that Local Option Tax Receipts are insufficient to do so, there is hereby appropriated to the Sinking Fund and levied for each future year the following direct annual tax upon all the taxable property in the City of Dallas Center, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$230,250	2022/2023
\$231,538	2023/2024
\$227,713	2024/2025
\$228,888	2025/2026
\$229,950	2026/2027
\$230,900	2027/2028
\$231,738	2028/2029
\$232,463	2029/2030
\$228,075	2030/2031
\$228,688	2031/2032
\$229,188	2032/2033
\$229,575	2033/2034
\$229,850	2034/2035
\$230,013	2035/2036
\$230,063	2036/2037

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.

Section 3. Amendment of Levy of Annual Tax. Based upon the terms of the future sale of the Notes to be issued, this Council will file an amendment to this Resolution ("Amended Resolution") with the County Auditor.

Section 4. Filing. A certified copy of this Resolution shall be filed with the County Auditor of County of Dallas, State of Iowa, who shall, pursuant to Iowa Code Section 76.2, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Notes.

PASSED AND APPROVED this 8th day of February, 2022.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-5

**A RESOLUTION APPROVING THE MAXIMUM PROPERTY TAX DOLLARS
FOR FISCAL YEAR JULY 1, 2022 TO JUNE 30, 2023,
FOR THE CITY OF DALLAS CENTER**

WHEREAS, the City Council of the City of Dallas Center has considered the proposed FY 2022-2023 city maximum property tax dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published in the Dallas County News on January 27, 2022, as required and was posted on the City's web site and social media accounts; and

WHEREAS, the City Council held a public hearing concerning the proposed city maximum property tax dollars on February 8, 2022.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Dallas Center that the maximum property tax dollars for the affected tax levies for FY 2022-2023 shall not exceed the following total:

Total maximum levy for affected property tax levies - \$979,122

IT IS FURTHER RESOLVED that the Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY 2022-2023 does represent an increase of greater than 102% from the Maximum Property Tax dollars requested for FY 2021-2022.

Roll Call Vote:

Coon-AYE/NAY

Willrich-AYE/NAY

Kluss-AYE/NAY

-AYE/NAY

Strutt-AYE/NAY

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 8th day of February, 2022.

Danny Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

**Dallas County Emergency Medical Services
Dallas Center Emergency Rescue
Affiliation Agreement**

Whereas, the Iowa Department of Public Health Bureau of EMS Administrative rules permit an authorized EMS service to affiliate with another authorized EMS service;

Whereas, the Dallas Center Emergency Rescue, a division of the fire department organized by the City of Dallas Center, Iowa and authorized to provide emergency medical first response services to the Dallas Center Fire District, desires to maintain its State of Iowa EMS service authorization;

Whereas, the Dallas Center Emergency Rescue (herein after, "Department") benefits by affiliating with Dallas County Emergency Medical Services (herein after, "DCEMS") due to DCEMS providing first-due Advanced Life Support and EMS transport services to the Dallas Center Fire District;

Whereas, the Department would benefit from an affiliation agreement with DCEMS from a training, provider experience and administrative perspective; DCEMS would benefit from the relief and aid provided to its services when cross-rostering Department staff; and the community at large would benefit from improved continuity of care;

Whereas, there will be no separate legal entity and that each party will have a specific person who will administer their part of the agreement. **The Director of Dallas County EMS** will administer **this agreement** for Dallas County and **the Dallas Center Fire Chief** will administer **this agreement** for the City of Dallas Center;

Whereas, the manner of financing will not be joint. Each side will be responsible for their own costs.

Whereas, in the event of partial or complete termination of the agreement and there is any property to be disposed of, such property will be donated to the Dallas County First Responder Association for use or distribution, if any exists;

Now, therefore, the Department and DCEMS agree to enter into an affiliation agreement in consideration to the mutual promises contained herein:

Definitions:

- DCEMS – Dallas County Emergency Medical Services
- Department – Refers to the Department who is in affiliation with Dallas County Emergency Medical Services, namely the Dallas Center Emergency Rescue
- DCEMS Staff – Staff members who are hired by DCEMS and are employed by the county.
- Department Staff – Staff members who are hired by the Department that is in affiliation with Dallas County Emergency Medical Services.
- Ride Time – Time and date set in cooperation by both the Department and DCEMS on when a Department Staff person can wait at either DCEMS station for a DCEMS call to service and ride

along on the call and perform assessments and skills within their scope of practice and the Department's certification level.

- Cross Roster – DCEMS will add qualified Department Staff names to the State AMANDA website to the DCEMS roster to allow Department Staff the ability to perform medical assessments and skills while on a DCEMS ambulance. This does not constitute the employment of the Department Staff by DCEMS. Department Staff will be considered volunteer or contract help and not receive any pay or benefits from DCEMS or Dallas County.
- PCR – Patient Care Report. Medical document written by the primary caregiver for each patient encounter.

Agreements:

1. DCEMS will assist the Department with recordkeeping of certifications of the Department Staff needed to operate in the State of Iowa as an EMS provider.

- To include but not limited to: State Cert, CPR, Mandatory Reporter, Right to Know, Blood Borne Pathogens and Driver's license.
- DCEMS will report any and all deficiencies to the Department.
- It will be the responsibility of the Department to keep the Department Staff current with all necessary certifications and requirements to operate in the State of Iowa as an EMS provider.
- It is the intent of DCEMS to combine trainings to ensure Department Staff have access to the trainings needed to stay in compliance with the State of Iowa. However, the ultimate responsibility is up to the Department.

2. DCEMS will offer, no less than 12 CEHs a calendar year, EMS training that will qualify for continuing education hours by the State of Iowa.

- CEHs will be offered through the Mini Conference, First Responder Association training meeting and monthly crew meetings.
- Costs associated with all trainings provided by DCEMS will be paid by DCEMS.
- Trainings provided by the Department, the Department will be the responsible for all costs associated with that training.
- Combined trainings DCEMS and the Department will be discussed at the creation of the training on how the costs will be paid and by whom.

3. DCEMS will cross roster Department Staff, who qualify, to do ride time on a DCEMS squad.

- The goal of ride time for the Department Staff is to gain assessment and skills practice as well as patient care experience.
- While the Department Staff is doing Ride Time, DCEMS staff members will be in charge of all patient care to include but not limited to: assessment, skills, transport and procedures to be

performed. DCEMS will determine what the Department Staff can do or not do on each call in a case-by-case situation.

- Department Staff cannot exceed their own scope of practice set by the State of Iowa AND the Department's service level as registered by the State of Iowa.
- Department Staff will be considered Contract Help while doing Ride Time. They will not be an employee of DCEMS when in the Ride Time role.
- Department Staff will operate under their Department's protocols and approved procedures.
- The Department agrees to indemnify and hold harmless Dallas County and DCEMS for any liability arising from patient care by Department Staff riding with DCEMS.
- Dallas County and DCEMS agree to indemnify and hold harmless the Department for any liability arising from patient care or actions by DCEMS staff with whom the Department staff are under the supervision of.
- The Department will be required to provide proof of both liability and workman's comp coverage for the staff riding with DCEMS.
- If it is felt by either party, DCEMS or the Department, that the above goal is not being met by the Department Staff or DCEMS both parties have the ability to stop a ride along at any time.
- To be qualified: The Department Staff must be certified as an EMS provider by the State of Iowa and in good standing with the State of Iowa, Department, DCEMS and both department's Medical Directors.

4. DCEMS will audit all PCRs written by the Department Staff. DCEMS will forward all qualifying PCRs to the Department's Medical Director.

- Qualifying PCRs are defined by the Department and their Medical Director as stated in their CQI policy.
- Audit process will look for scope of practice violations, appropriate patient care per protocols, quantify times (in example but not limited to: response time and time to ALS care) and any suggestions or concerns about the call as a whole.
- DCEMS will return all audited PCRs to the Department on a quarterly basis (March, June, Sept, Dec).
- It is the responsibility of the Department and the Department's Medical Director to take any action, if needed, on the PCR's audit at their own judgement. DCEMS's audit is strictly commentary and not intended to be disciplinary or placing any blame.
- Any and all costs incurred in getting PCRs to DCEMS for audit will be the responsibility of the Department. Any and all costs incurred in getting PCRs to the Department and/or Department's Medical Director will be the responsibility of DCEMS. Any and all costs in getting PCRs from the Department's Medical Director to the Department will be the responsibility of the Department.

5. DCEMS will assist the Department with obtaining and/or creating proper paperwork to continue serving as an EMS agency in the State of Iowa.

- Examples of paperwork intended are listed but not limited to: Transport agreements, protocol, Quality Assurance, Medical Director based medications.
- It is the Department's responsibility to stay in good standing and certified with the State of Iowa as an EMS service.
- The Department will be responsible for any and all costs associated in keeping in good standing and certified with the State of Iowa as an EMS service.

Term and Renewal:

The initial term of this agreement shall commence on January 1, 2022, and end on June 30th, 2022.

At the end of the initial term, this agreement shall renew for successive year periods, unless written notice of a party's intention to terminate this affiliation agreement at least sixty (60) days prior to the start of the next renewal term.

Signatures:

Mark Hanson, Chair
Dallas County Board of Supervisors On behalf of DCEMS, dated this ____ day of _____, 2022
902 Court Street
Adel, IA 50003
bdsupervisors@dallascountyiowa.gov

Daniel Beyer, Mayor
Of the City of Dallas Center, Iowa, on behalf of the Department, dated this 8th day of February, 2022.
1502 Walnut Street
Dallas Center, IA 50063
mayor@dallascenter.com