

NOTICE OF A PUBLIC MEETING
Dallas Center City Council
Tentative Agenda
May 9, 2023 – 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/86740860142>

If a Zoom user has the Zoom app, just enter the meeting ID **867 4086 0142** and the passcode is 127506

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is **867 4086 0142**, the passcode is **127506**: Dial by your time zone below:

312 626 6799 (CST) 646 558 8656 (EST) 719 359 4580 (MST) 669 900 9128 US (PST)

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

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. Action to approve consent agenda
 - a. Approve minutes of April 11th regular meeting and April 20th special meeting
 - b. April Treasurer's Report, Balance Sheet, and Budget Report
 - c. April Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Approve hiring Ainslea Schmidt as a back-up Assistant Manager at \$14.75/hr while performing those duties; 2nd year lifeguards Zara Bejarno, Ainslea Schmidt and Ellie Carlton at \$12.75/hour; 1st year lifeguards Neela Williamson and Brycen Wineland at \$12.50/hour; and 1st year pool admissions applicants Kahne Westergreen and Aubree Huegerich at \$10.50/hour. All lifeguard hires pending lifeguard certifications and all hires pending background checks with start date of June 1, 2023
 - e. Establish effective date of April 1, 2023 for the rate increase for Public Works part-time/seasonal employees Mike Buckalew, Devin Schroeder and Scott Deaver to \$15/hour
 - f. Establish Darla MacConnell effective date for skating rink operator as April 12, 2023
 - g. Approve Mayor's reappointment of Heather Willrich to the Library Board of Trustees, term expires June 30, 2026
 - h. Approve Mayor's reappointment of Katie Johnston to the Library Board of Trustees, term expires June 30, 2026
 - i. Approve Mayor's reappointment of Ron Steilen to the Tree Board, term expires June 30, 2026
 - j. Highway 44 Distribution Main Replacement – Phase 1 - action to approve Pay Estimate No. 1 – Max Smith Construction, LLC - \$180,264.59
 - k. Outdoor Community Swimming Pool Construction Project – action to approve Payment Application No. 9 – Sande Construction and Supply Co. - \$489,329.27
 - l. Cross Country Estates Plat 6 Low Pressure Sewer - action to approve Pay Estimate No. 1 – Concrete & More, LLC - \$47,395.50

- m. Action to approve renumbering Radon Mitigation Proposal from Resolution No. 2023-12 to Resolution No. 2023-23 due to duplication of resolution numbers
 - n. Action to approve 2023 concession stand agreement with Kyle Dirks
 - o. Approve invoices for payment (review committee Beaudet and Willrich)
- 6. Recognition – Bob King’s induction into the Iowa Volunteer Hall of Fame (Bob is just one of 175 Iowans honored since 1989 with the most prestigious state-level honor volunteers can receive)
- 7. Eric Allen – 1006 Vine – property issues
- 8. 508 D.C. LLC – request to pave parking area south of building at 508 14th Street which is located within the Sycamore Street right-of-way
- 9. Action on Resolution 2023-24 – approving an Agreement between the City and 508 D.C. LLC regarding the paving of a portion of the Sycamore Street right-of-way adjacent to 508 14th Street
- 10. Friends of the Dallas Center Swimming Pool
 - a. Presentation of donation check of \$210,000 for new pool construction costs
 - b. Presentation of donation check of \$50,000 (which includes the \$16,001 Dallas County Foundation grant) to supplement the \$250,000 CAT grant
- 11. Parks and Recreation Board
 - a. Update on the Community Attraction and Tourism (CAT) Grant award
 - b. Action on Resolution 2023-25 – approval of CAT Grant Agreement between the City and the Enhance Iowa Board
 - c. Action to authorize ordering of and payment for message board visible from the trail and provided for in the CAT grant application – Park Warehouse LLC for \$5,009
 - d. Action on Resolution 2023-26 – approval of agreement between the City and mural artist James Navarro
 - e. Action to authorize Clerk to issue payment of \$7,375 to James Navarro
 - f. Action on Resolution 2023-27 – approval of façade agreement between the City and Dallas Mutual Insurance Association
 - g. Action on Resolution 2023-28 – approval of façade agreement between the City and J.L.C. Rentals, L.L.C. (Joseph W. Cover)
 - h. Action to authorize up to \$600 in repairs for the sound system at the skating rink
- 12. Planning and Zoning Commission
 - a. Report – Matt Ostanik
 - b. Action on Resolution 2023-29 – approval of Architectural Plan for proposed City Salt Storage Building
- 13. Public Works
 - a. Director’s Report
- 14. Highway 44 Distribution Main Replacement- Phase 1 – Engineer’s Report
- 15. Dallas Center Outdoor Community Swimming Pool Construction Project – Engineer’s Report
- 16. Cross Country Estates Plat 6 Low Pressure Sewer – Engineer’s Report
- 17. Cross Country Estates Street Improvements/Urban Renewal Area/Assessed Valuations – Engineer’s Report
- 18. Northeast Sewer Planning Study – Engineer’s Report
- 19. City Engineer – Other Matters
- 20. Power Purchase Agreement with Red Lion Renewables, LLC – Mayor’s Report
- 21. City Administrator
 - a. Action to approve Resolution 2023-20 – American Rescue Plan Act (ARPA) funds allocation
 - b. Action to approve Resolution 2023-22 – amending the City’s personnel policy regarding high visibility clothing for Public Works employees
- 22. Council reports
- 23. Mayor’s report
- 24. Adjournment

Shellie Schaben, City Clerk

A King's Throne, LLC	Apr Serv	\$397.50
Access Granted Systems, LLC	Software	\$336.00
Access Systems Leasing	Lease	\$366.21
Access Systems	Copier	\$44.57
ACCO	Supplies	\$550.00
Aetna Behavioral Health, LLC	Benefits	\$26.28
Agsources Coop Services	Tests	\$903.15
Ahlers & Cooney, PC	Apr serv	\$4,060.00
Baker & Taylor Co.	Supplies	\$464.53
Bay Bridge Administrators	Insurance	\$100.42
Bomgaars	Supplies	\$66.97
Book Systems, Inc.	Renewal	\$1,210.00
Brenton Arboretum	Trees	\$1,478.05
Brown, Fagen & Rouse	Apr Serv	\$3,000.00
Brown, Fagen & Rouse	May Serv	\$3,000.00
Centurylink	April Serv	\$749.38
Cities Digital, Inc. CDI	Laserfiche	\$15,750.00
Occupational Health Centers	Testing	\$118.00
Concrete & More, LLC	Supplies	\$47,395.50
Concrete Impressions, LLC	Concrete	\$39,500.00
Crossroads Ag, LLC	Supplies	\$189.00
Culligan Water System	Apr Serv	\$12.56
Dallas County Treasurer	Apr Serv	\$18,538.69
Delta Dental	Insurance	\$45.62
Delta Dental	Insurance	\$709.18
Digital Stew Services	Apr Serv	\$195.30
EFTPS	Taxes	\$4,204.03
EFTPS	Taxes	\$4,173.54
Electric Pump	Maintenance	\$1,500.05
Elite Electric & Utility	Maintenance	\$22,818.00
Emergency Medical Products	Supplies	\$461.44
Feick's Plumbing	ROW Reim	\$500.00
GIS Benefits	Insurance	\$49.92
GIS Benefits	Insurance	\$34.27
Grainger	Repairs	\$81.05
Hawkeye Truck Equipment	Repairs	\$1,637.28
Heartland Co-Op	Apr Serv	\$1,679.44
Hotsy Cleaning Systems	Maintenance	\$188.45
HSA Cory, Rochelle	HSA	\$100.00
HSA Riesselman, Cindy	HSA	\$329.00
HSA Schaben, Michele	HSA	\$412.50
HSA Scrivner, April	HSA	\$50.00
HSA Slaughter, Brian	HSA	\$300.00
HSA Tiffany, Joshua	HSA	\$100.00
IMFOA	Training	\$50.00
Iowa Dept Of Transportation	Supplies	\$386.70
Iowa One Call	Feb-Mar Serv	\$46.80

IPERS	IPERS	\$5,998.70
Iron Mountain	Mar Serv	\$184.96
Karen McCleary	April Serv	\$675.00
Leaf	Copier	\$165.81
Eddie Leedom	Apr Serv	\$634.94
Linde Gas & Equipment Inc.	Apr Serv	\$42.16
Mark's Nursery	Trees	\$1,800.00
Max Smith Construction LLC	Pay Est #1	\$180,264.59
Marshall McCalley	Apr. Serv	\$4,500.00
Menards	Repairs	\$930.48
Micromarking LLC	Audio Books	\$97.89
Midamerican Energy	Apr. Serv	\$5,658.94
Midamerican Energy	Apr Serv	\$5,898.75
Minburn Communications	May Serv	\$54.99
Municipal Supply Inc	Supplies	\$569.73
Nationwide Retirement Sol	Insurance	\$225.00
Nationwide Retirement Sol	Insurance	\$225.00
Navarro, James	Muralist	\$7,375.00
ODP Business Solutions LLC	Supplies	\$372.29
Petty Cash-Pool	Pool	\$50.00
Quill.Com	Supplies	\$80.75
Cindy Riesselman	Mileage	\$203.71
Rotary Club of Dallas Center	Dues	\$68.02
Le Hunt Jr Enterprises	ROW Reim	\$1,000.00
Treasurer - State of Iowa	Taxes	\$2,131.41
Treasurer - State of Iowa	Taxes	\$1,085.71
Sande Construction Supply	Pool Pay Est #9	\$489,329.27
Sandry Fire Supply	Supplies	\$1,340.50
Sonntag Roofing, LLC	Repairs	\$445.00
State Hygienic Laboratory	Tests	\$40.00
Storey Kenworthy/Matt Parrott	Supplies	\$94.48
UHS Premium Billing	Insurance	\$639.24
UHS Premium Billing	Insurance	\$11,669.69
USA Blue Book	Supplies	\$1,084.06
Veenstra & Kimm	Apr Serv	\$15,442.26
Verizon Wireless	Apr Serv	\$280.07
Treasurer - State of Iowa	Taxes	\$1,221.26
Waste Management	Apr Serv	\$22,260.84
Waters Edge Aquatic Design	Services	\$1,840.00
Wells Fargo	Supplies	\$2,288.23
Accounts Payable Total		<u>\$946,578.11</u>
General		\$103,842.01
T&A(SC)		\$2,500.00
Capital Improvement		\$97.50
RUT		\$3,828.53
T&A(EB)		\$13,226.05

Burnett Project	\$39,500.00
CAP Improve Pool	\$511,347.15
Water	\$33,782.60
Water Capital Outlay	\$180,264.59
Sewer	\$57,630.10
Storm District	<u>\$559.58</u>
Total Funds	\$946,578.11

Revenues

General Total	\$1,353,887.84
T&A(FT) Total	\$42,940.32
T&A(SC) Total	\$59.26
Capital Improvement Total	\$84,239.29
T&A(SL) Total	\$1,554.75
RUT Total	\$210,486.03
T&A(EB) Total	\$154,085.90
Local Option Sales Tax Total	\$505,909.85
TIF Total	\$191,098.21
Trees Total	\$18,273.29
Burnett Project Total	\$2,640.62
T&A (Burnett CAP Improve) Total	\$62.64
Debt Service Total	\$410,115.04
CAP Improve Pool Total	\$4,188,552.46
CAP Imprv-American Rescue Total	\$135,499.46
T&A(B) Total	\$109.94
T&A(Y) Total	\$100.40
Water Total	\$431,066.30
Sewer Total	\$393,606.16
Storm District Total	\$49,506.92
Drainage District 76 Total	<u>\$193.05</u>
Total Revenue by Fund	\$8,173,987.73

Mayor Pro Tempore Kluss opened a public hearing at 7:00 pm on April 11, 2023, as advertised for the purpose of hearing comments on Fiscal Year 2023-2024 Dallas Center City Budget. There were no written comments. Bob Haxton stated that he opposes the City's use of property tax abatement; pool funds and overbudgeting. Julie Becker made several comments about the tax implications of the city budget. Mayor Pro Tempore Kluss closed the public hearing at 7:07 pm.

The Dallas Center City Council met in regular session April 11, 2023, at 7:07 pm. Mayor Pro Tempore Kluss called the meeting to order and led the Pledge of Allegiance. Council members present included Amy Strutt, Ryan Coon, Ryan Kluss and Daniel Willrich. Angie Beaudet was present via Zoom. Mayor Danny Beyer was absent. Also present were City Administrator Cindy Riesselman, City Attorney Ralph Brown, and City Engineer Bob Veenstra. Motion by Coon, 2nd by Strutt to approve the agenda. Motion passed 5-0.

Public Comments

Julie Becker made several comments on her opposition of tax abatement.

Willrich stated 385 hours of law enforcement service were provided (320 hours are required) which is 20% above the agreement. Fire responded to 5 calls and EMS responded to 16 calls. Motion by Strutt, 2nd by Willrich to approve consent agenda: [Approve minutes of March 8th regular meeting and March 21st special meeting; approve March Treasurer's Report, Balance Sheet, and Budget Report; approve March Law Enforcement, Fire/Rescue, Compliance and Water Reports; Approve changing salary for McKenna Dirks from \$17.25/hour to \$18.00 to include her returning years of service effective February 24, 2023; Approve hiring assistant pool managers Hannah Little (1st year) at \$14.50/hour and Olivia Macumber (4th year) at \$15.25/hour; 4th year lifeguard Cara Pion at \$13.25/hour; 3rd year lifeguard Hailee Anderson at \$13.00/hour, 2nd year lifeguards Kate Busby and Addison Shawhan at \$12.75/hour, and 1st year lifeguards Jackson Chiochon, Haydn Little, Sophia Matalone, Maddie Schmitz, and Ellie Schmitz at \$12.50/hour; 2nd year pool admissions applicants Malaina Elliott and Lily Holcomb at \$10.75/hour. All lifeguard hires pending lifeguard certifications and all hires pending background checks with start date of June 1, 2023; Approve hiring skating rink operator Darla MacConnell at \$13.00/hour effective May 1, 2023; Approve hiring skating rink operator Nicole Waller at \$13.00/hour effective May 1, 2023 pending background check; Approve hiring skating rink operator Laura Myers Hooten at \$12.50/hour effective May 1, 2023 pending background check; Action to approve rate increase for Public Works part-time/seasonal employees Mike Buckalew, Devin Schroeder and Scott Deaver to \$15/hour; Approve Day Hawk, LLC dba The Handlebar liquor license (Class C Retail Alcohol License); Approve Board and Batten, LLC liquor license (Special Class C Retail Alcohol License (BW) pending receipt of required documentation; Outdoor Community Swimming Pool Construction Project – action to approve Pay Estimate No. 8 – Sande Construction & Supply Co. - \$364,087.50; Action to approve payment of Iron Mountain invoice after review by the invoice review members; approve invoices for payment (review committee Kluss and Coon)]. Motion passed 5-0.

Minburn Communications

Deb Lucht reported on the schedule of fiber optic construction in street right-of-way from Minburn Communications' building near the Public Works building. Lucht reviewed a presentation showing what residents can expect during construction.

Swimming Pool Concerns

Eric Allen addressed the council with his concerns that the excavation of the pool is causing movement of his home's foundation.

Parks and Recreation Board

Bob King informed the group that Dallas Center received that CAT grant. King indicated that it may be a while before we receive the CAT Grant Agreement. From this point forward, everything spent on the pool will be reported to the grant and then the city will be reimbursed.

Dallas County Foundation Grant for \$16,000 was given to the Friends of the Pool who will forward the monies along with their match to the city to be incorporated with funds for the swimming pool. Friends of the Pool would be responsible for reporting back to the Foundation proof of actions being taken.

The CAT grant indicates that we will build an open shelter somewhere between the pool and bike trail along with a sidewalk from the pool to the bike trail. King will work with Councilman Willrich to design and construct a shelter house and sidewalk between the pool and the bike trail.

Bob King indicated that Bob Veenstra will be ordering the pool heater. King indicated that slides could take up to 16 weeks to receive so he would like to get those ordered ASAP. A decision needs to be made on the final colors of the slides.

King provided information on pool shades and recommendations on cost, shape, size, color and placement of shades at the new pool. King has reached out to the Iowa Pool Supervisor to ensure the proposed shade set up is satisfactory.

Motion by Coon, 2nd by Strutt to authorize the City to work with Bob King and Friends of the Pool to get slides and shade materials. Motion passed 5-0.

Jill Woodward presented the artist and mural that Parks & Recreation is recommending for the west wall of the pocket park. James Navarro is a local artist and has been selected to paint the Dallas Mutual Insurance wall. Motion by Willrich, 2nd by Coon to approve proposed mural with suggested modifications and authorizing city staff to cut a check for 50% of proposal amount. Motion passed 5-0. Motion by Willrich, 2nd by Coon directing City Attorney Ralph Brown to prepare easement agreements with the property owners along with an agreement between the City of Dallas Center and James Navarro, artist. Motion passed 5-0.

Motion by Coon, 2nd by Willrich to approve disposing of materials in the west end of the skating rink storage building. Motion passed 5-0.

Motion by Coon, 2nd by Willrich to authorize the purchase of soccer goals and field marking equipment in an amount not to exceed \$3,500. Motion passed 5-0.

Motion by Coon, 2nd by Strutt to authorize the purchase of Access Granted software to create pool passes and track capacity at the Pool in an amount not to exceed \$1,000 annually. Motion passed 5-0.

Motion by Coon, 2nd by Strutt to authorize hiring an outside contractor to build the shelter at the Burnett Complex for an amount not to exceed \$4,200. Motion passed 5-0.

Planning and Zoning Commission

Matt Ostanik recommended approval of the Spurgeon Senior Community dependent on the city engineer's questions and concerns have been addressed. City Engineer Bob Veenstra indicated that he had received a revised site plan and agrees with Planning and Zoning's recommendation. Motion by Willrich, 2nd by Strutt to approve Resolution 2023-13 – site plan for Spurgeon Senior Community. Roll call all ayes, motion passed.

Public Works

Public Works Director Brian Slaughter reported the following: Radon Mitigation had been completed but levels are still too high so they will be returning to install an additional suction point; through radon mitigation, a sump pump had to be installed; A/C units have been moved to gain space; Cleaned up storage closet to create more storage for public records; built a closet for the rotary club to store their materials; installed generator at well #11; water main issue at 1500 Vine; Highway 44 Water Main project started today; street patching; Dallas County graded Fair View Drive, however, the City will continue to do dust control; snow fence removal; working on getting the parks ready for summer; disc golf signs have been installed in Memorial Park.

Motion by Willrich, 2nd by Coon to approve Resolution 2023-12 – Heartland Co-op LP Tank Lease Agreement. Roll call all ayes, motion passed.

Slaughter provided an update on restoring the reservoir to its original capacity after the pump and motor failures on March 19, 2023.

Highway 44 Distribution Main Replacement- Phase 1

City Engineer Bob Veenstra reported that they started today and have about 1000 feet completed.

Dallas Center Outdoor Community Swimming Pool Construction Project

City Engineer Bob Veenstra reported that things are progressing. Veenstra is still hopeful that the pool will be ready to open in early June. Inspection has been scheduled for the week of June 5th.

Motion by Willrich, 2nd by Coon to approve Change Order No. 5 – Sande Construction & Supply Co. Inc – decrease contract amount by \$93,436.00. Motion passed 5-0.

Unbeknownst to the team, part of the pool decking had been removed by Waters Edge; therefore, pool decking will need to be added to accommodate slides. Veenstra indicated that he is waiting to hear back from the Department of Health on how anchorage is to be installed in the pool deck for shade.

Veenstra provided insight to the allegations stated by the resident at 1006 Vine Street. The engineers performed 7 soil borings prior to construction of the pool. 6 of these borings showed that water was at least 20 feet below the surface. Therefore, the contractor is not pulling water from the watershed. In reference to the movement of the house, vibration testing showed that there is no significant movement. Veenstra indicated that, in his experience, movement of the street, fire hydrant and lamp posts would be unusual.

Wastewater Nutrient Reduction Strategy

City Engineer Bob Veenstra reported that since we are a smaller city with a leaky sewer, we are triggered by the Nutrient Reduction Strategy. Engineer Veenstra explained how the wastewater system works and trends in seasonal levels. The next step is to look at technology and propose a schedule. Public Works does weekly testing which gives the engineer a lot of data to work with and analyze.

Salt Storage Building

City Engineer Bob Veenstra reported he is working with City Administrator Riesselman and Public Works Director Slaughter to get competitive quotes to keep the pricing under the \$196,000 threshold. The team will be going through Planning & Zoning to determine if this is a building and review architectural standards.

City Engineer – Other Matters

Charles Goodall with Skyview Estates contacted Engineer Veenstra. Veenstra will set up a meeting for the next couple of weeks and anticipates that we'll start seeing slow movement on that development.

Walnut Street Buildings

Councilman Willrich indicated that Mayor Beyer will work with City Attorney Ralph Brown regarding updating the buildings on Walnut Street. Mayor Beyer is in conversation with other communities.

Motion by Willrich, 2nd by Coon to approve Ordinance No. 590 - Increasing the sewer rate charged by the City effective May 16, 2023, second reading. Roll call all ayes, motion passed.

Motion by Willrich, 2nd by Strutt to waive the third reading of Ordinance No. 590 making the ordinance effective upon publication. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Strutt to approve Resolution 2023-11 – approving Mayor's appointment of Robert Findlay to the Central Iowa Regional Housing Authority (CIRHA) Board, term expires May 2026. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Strutt to approve Resolution 2023-14 – approving a contract for software and maintenance with Cities Digital, Inc. for Laserfiche (previously approved the dollar amount). Roll call all ayes, motion passed.

Motion by Coon, 2nd by Willrich to approve Resolution 2023-15 – amending Resolution 2010-24 establishing fees for city equipment and personnel used to abate nuisances in violation of the Code of Ordinances. Roll call all ayes, motion passed.

Fiscal Year 2023-2024 City Budget

Motion by Willrich, 2nd by Coon to approve Resolution 2023-16 – approving the Fiscal Year 2023-2024 City of Dallas Center Budget. Roll call all ayes, motion passed.

City Administrator

City Administrator Riesselman reviewed Auditor of State's Examination Report for the period July 1, 2021, through June 30, 2022

Motion by Strutt, 2nd by Coon to approve Resolution 2023-17 – authorizing a tuition scholarship application submission for the Municipal Clerk Institute. Roll call all ayes, motion passed.

Annexation Discussion/Update

Councilwoman Coon indicated that discussions have begun on future annexation and updates will be provided soon.

No other council reports were given.

The meeting adjourned at 8:25 pm.

Shellie Schaben, City Clerk

Claims

A King's Throne, LLC	Feb Serv	\$352.50
Access Systems	Leasing Copier	\$366.21
Access Systems	Maintenance	\$44.57
Adel TV & Appliance Co	Maintenance	\$227.65
Agsourc Coop Services	Tests	\$1,195.20
Baker & Taylor Co.	Books	\$266.35
Bay Bridge Administrators	Insurance	\$100.42
Brown, Fagen & Rouse	Mar Serv	\$3,000.00
Centurylink	Feb Serv	\$779.09
Colibri System	Supplies	\$286.65
Compass Minerals America	Salt	\$4,367.52
Culligan Water System	Feb Serv	\$52.16
Dallas County Treasurer	Feb Protection	\$18,538.69
Delta Dental	Insurance	\$45.62
Delta Dental	Insurance	\$709.18
Digital Stew Services	Feb Serv	\$240.30
EFTPS	Taxes	\$3,986.82
EFTPS	Taxes	\$3,972.69
Elite Electric & Utility	Repairs	\$1,835.75
Finish Line of Dallas Center	Repairs	\$711.22
Gatehouse- DB Iowa Holdings	Publications	\$405.92
GIS Benefits	Insurance	\$39.88
GIS Benefits	Insurance	\$64.65
Golden West Industrial Supply	Supplies	\$471.64
Hawkeye Truck Equipment	Supplies	\$76.00
Heartland Co-Op	Feb Serv	\$1,200.58
HSA Cory,	Rochelle HSA	\$100.00
HSA Riesselman, Cindy	HSA	\$329.00
HSA Schaben, Michele	HSA	\$412.50
HSA Scrivner, April	HSA	\$50.00
HSA Slaughter, Brian	HSA	\$300.00
HSA Tiffany, Joshua	HSA	\$100.00
IMFOA	Dues	\$100.00
Iowa One Call	Jan Serv	\$21.60
IPERS	IPERS	\$5,837.05
Iron Mountain	Feb Serv	\$90.01
Karen McCleary	Feb Serv	\$675.00

Kempker's True Value	Supplies	\$7.47
Leaf	Copier	\$165.81
Eddie Leedom Feb	Serv	\$470.64
Library Ideas LLC	Books	\$48.95
Linde Gas & Equipment Inc.	Feb Serv	\$42.16
Metropolitan Compounds, Inc	Repairs	\$506.35
MidAmerican Energy	Feb Serv	\$8,245.54
Midwest Breathing Air LLC	Tests	\$198.00
Minburn Communications	Mar Serv	\$54.99
Moss Bros, Inc	Repairs	\$7.58
Municipal Supply Inc	Repairs	\$184.83
Nationwide Retirement Sol	Insurance	\$225.00
Nationwide Retirement Sol	Insurance	\$225.00
ODP Business Solutions LLC	Supplies	\$166.89
Rhinehart Excavating, Inc	Rock	\$1,943.27
Cindy Riesselman	Mileage	\$11.14
Treasurer - State of Iowa	Taxes	\$1,050.14
Treasurer - State of Iowa	Taxes	\$2,129.95
Sande Construction Supply	Pool-Pay Estimate #7	\$466,663.08
Sandry Fire Supply	Supplies	\$1,819.60
April Scrivner	Mileage	\$38.42
Simmering-Cory/Iowa Codification	Publications	\$1,060.00
Slaughter Brian	Training	\$30.00
State Hygienic Laboratory	Tests	\$500.00
Storey Kenworthy/Matt Parrott	Supplies	\$1,326.63
Tiffany, Josh DOT	CDL Testing	\$35.50
UHS Premium Billing	Insurance	\$639.24
UHS Premium Billing	Insurance	\$11,669.69
Veenstra & Kimm	Feb Serv	\$12,545.14
Verizon Wireless	Electronics	\$2,984.87
Treasurer - State of Iowa	Taxes	\$1,165.22
Waste Management	Feb Serv	\$22,160.86
Waters Edge Aquatic Design	Feb Serv	\$1,840.00
Wells Fargo	Repairs	\$2,009.59
Ziegler Inc	Repairs	<u>\$3,046.78</u>
Accounts Payable	Total	\$596,570.75

General	\$72,628.87
Capital Improvement	\$120.88
RUT	\$2,272.47
T&A(EB)	\$13,221.26
CAP Improve Pool	\$480,218.14
Water	\$17,148.73
Sewer	\$10,822.04
Storm District	<u>\$138.36</u>
Total Funds	\$596,570.75

Revenues

General Total	\$30,404.30
T&A(FT) Total	\$126.20
T&A(SC) Total	\$8.46
Capital Improvement Total	\$455.57
T&A(SL) Total	\$25.20

RUT Total	\$21,979.84
T&A (EB) Total	\$517.92
Local Option Sales Tax Total	\$53,003.66
TIF Total	\$456.68
Trees Total	\$39.51
Burnett Project Total	\$305.88
Debt Service Total	\$21,898.42
Cap Improve Pool Total	\$4,146.87
Cap Improve-American Rescue Total	\$315.70
T&A(B) Total	\$8.02
T&A(Y) Total	\$7.93
Water Total	\$40,864.80
Sewer Total	\$35,157.75
Storm District Total	\$4,987.29
Drainage District 76 Total	<u>\$0.11</u>
Total Revenue by Fund	\$214,710.11

The Dallas Center City Council met in special session April 20, 2023, at 7:00 am. Mayor Beyer called the meeting to order. Council members present included Ryan Coon, Ryan Kluss, and Angie Beaudet. Daniel Willrich and Amy Strutt were absent. Also present was City Administrator Cindy Riesselman and City Attorney Ralph Brown. Motion by Kluss, 2nd by Coon to approve the agenda. Motion passed 3-0.

Dallas Center Outdoor Community Swimming Pool Construction Project

Motion by Coon, 2nd by Beaudet to approve Resolution 2023-18 - agreement with MidAmerican Energy for gas service to new bath house in an amount of \$1,275.30. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Beaudet to approve Resolution 2023-19 - agreement with MidAmerican Energy for gas service to pool filter house in an amount of \$4,383.64. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Coon to authorize City Administrator's office to cut the checks for the above expenses. Motion passed 3-0.

The meeting adjourned at 7:01 am.

Shellie Schaben, City Clerk

TREASURER'S REPORT
CALENDAR 4/2023, FISCAL 10/2023

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	418,249.91	355,953.04	147,089.94	.00	627,113.01
011 T&A (PD) BENEVOLENT	.00	.00	.00	.00	.00
015 T&A(FT)	413,247.03	117.72	.00	.00	413,364.75
021 T&A(SC)	13,903.21	7.89	.00	.00	13,911.10
029 CAPITAL IMPROVEMENT	210,139.73	424.69	.00	.00	210,564.42
041 T&A(SL)	8,509.89	207.58	.00	.00	8,717.47
110 RUT	152,835.50	21,575.52	5,446.45	.00	168,964.57
112 T&A(EB)	9,773.46	61,338.65	28,147.91	.00	42,964.20
119 EMERGENCY LEVY FUND	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	369,114.00	34,563.66	14,473.17	.00	389,204.49
125 TIF	32,872.35	64,497.52	6,088.42	.00	91,281.45
161 TREES	18,236.43	36.86	.00	.00	18,273.29
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	216,172.81	211.10	36,720.00	.00	179,663.91
168 T&A(BC)	.00	.00	.00	.00	.00
169 T&A(BURNETT CAP IMPROVE)	.00	.00	.00	.00	.00
177 T&A(PD)	.00	.00	.00	.00	.00
180 REC TRAIL	.00	.00	.00	.00	.00
200 DEBT SERVICE	327,731.33	111,989.02	.00	.00	439,720.35
301 CAP IMPROVE WASTEWATER	.00	.00	.00	.00	.00
305 PLAYGROUND EQUIPMENT	.00	.00	.00	.00	.00
308 CAP IMPROVE - LIBRARY	.00	.00	.00	.00	.00
309 CAP IMPROVE POOL	1,432,576.04	2,132.94	382,846.50	.00	1,051,862.48
310 CAP IMPRV-AMERICAN RESCUE	145,706.25	294.47	.00	.00	146,000.72
501 T&A(B)	15,701.51	7.48	.00	.00	15,708.99
502 T&A(Y)	13,661.67	7.40	.00	.00	13,669.07
600 WATER	563,045.13	39,506.81	42,390.55	.00	560,161.39
602 WATER CAPITAL OUTLAY	236,372.54	.00	65.00	.00	236,307.54
610 SEWER	777,729.24	32,616.67	37,995.24	.00	772,350.67
740 STORM DISTRICT	66,026.13	5,004.65	108.36	.00	70,922.42
760 DRAINAGE DISTRICT 76	52.94	.11	.00	.00	53.05
Report Total	5,441,657.10	730,493.78	701,371.54	.00	5,470,779.34

BALANCE SHEET
CALENDAR 4/2023, FISCAL 10/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	3,334.62	24,982.18
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
029-000-1116	CHECKING-DEPR MEMORIAL HALL	.00	.00
041-000-1110	CHECKING-T&A(SL)	.00	.00
110-000-1110	CHECKING-RUT	.00	.00
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	18,140.73	18,170.69
119-000-1110	CHECKING-EMERG LEVY	.00	.00
121-000-1110	CHECKING-LOST	.00	.00
121-000-1112	CHECKING-LOST SWIM POOL	.00	.00
125-000-1110	CHECKING-TIF	.00	.00
161-000-1110	CHECKING-TREE FUND	.00	.00
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	.00	.00
167-000-1111	CHECKING-T&A(BURNETT REC/POOL)	.00	.00
168-000-1110	CHECKING-T&A(BURNETT LIBRARY)	.00	.00
169-000-1110	CHECKING-T&A(BURNETT CAP IMP)	.00	.00
177-000-1110	CHECKING-T&A(PD) FORFEITURE	.00	.00
180-000-1110	CHECKING-REC TRAIL	.00	.00
200-000-1110	CHECKING-DEBT SERVICE	.00	.00
305-000-1110	CHECKING-PLAYGROUND EQUIP	.00	.00
307-000-1110	CHECKING-2012 HWY 44 TURN LANE	.00	.00
301-000-1110	CHECKING-CAP IMPROVE SEWER	.00	.00
308-000-1110	CHECKING-CAP IMPROVE - LIBRARY	.00	.00
309-000-1110	CHECKING-CAP IMPROVE POOL	5,658.94-	5,658.94-
310-000-1110	CHECKING-CAP IMPRV ARPA	.00	.00
501-000-1110	CHECKING-T&A(B)	.00	.00
502-000-1110	CHECKING-T&A(Y)	.00	.00
600-000-1110	CHECKING-WATER	11,268.94-	9,679.49
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	10,488.59-	11,999.02
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	238.88-	3,905.63
760-000-1110	CHECKING-DRAINAGE DISTRICT 76	.00	.00
	CHECKING TOTAL	6,180.00-	63,078.07

BALANCE SHEET
CALENDAR 4/2023, FISCAL 10/2023

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	205,528.48	262,030.83
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.00	.00
015-000-1160	SAVINGS-T&A(FT)	117.72	58,364.75
021-000-1160	SAVINGS-T&A(SC)	7.89	3,911.10
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	113.23	56,138.96
029-000-1162	SAVINGS-DEPR PARK	4.14	2,054.02
029-000-1163	SAVINGS-DEPR SWIM POOL	.00	.00
029-000-1164	SAVINGS-DEPR P/W BLDG	252.63	125,255.78
029-000-1165	SAVINGS-DEPR FIRE	48.57	24,082.85
029-000-1166	SAVINGS-DEPR MEMORIAL HALL	6.12	3,032.81
041-000-1160	SAVINGS-T&A(SL)	207.58	8,717.47
110-000-1160	SAVINGS-RUT	15,998.54	74,246.90
110-000-1161	SAVINGS-DEPR RUT EQUIP	130.53	64,717.67
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	15,050.01	24,793.51
119-000-1160	SAVINGS-EMERG LEVY	.00	.00
121-000-1160	SAVINGS-LOST	20,090.49	389,204.49
121-000-1162	SAVINGS-LOST SWIM POOL	.00	.00
121-000-1163	SAVINGS-LOST SINKING	.00	.00
125-000-1160	SAVINGS-TIF	58,409.10	91,281.45
161-000-1160	SAVINGS-TREE FUND	36.86	18,273.29
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	36,508.90	104,663.91
167-000-1161	SAVINGS-T&A(BURNETT REC/POOL)	.00	.00
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	.00	.00
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	.00	.00
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	.00	.00
200-000-1160	SAVINGS-DEBT SERV	111,989.02	439,720.35
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-CAP IMPROVE POOL	375,054.62	1,057,521.42
310-000-1160	SAVINGS-CAP IMPRV ARPA	294.47	146,000.72
501-000-1160	SAVINGS-T&A(B)	7.48	3,708.99
502-000-1160	SAVINGS-T&A(Y)	7.40	3,669.07
600-000-1160	SAVINGS-WATER	1,772.51	331,404.23
600-000-1161	SAVINGS-WATER SINKING	10,157.71	104,536.11
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	65.00	236,307.54
610-000-1160	SAVINGS-SEWER	8,214.98	417,225.32
610-000-1161	SAVINGS-SEWER SINKING	13,325.00	119,783.67

BALANCE SHEET
CALENDAR 4/2023, FISCAL 10/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
610-000-1162	SAVINGS-SEWER RESERVE	.00	.00
610-000-1163	SAVINGS-SEWER IMPROVEMENT	.00	13,342.66
740-000-1160	SAVINGS-STORM DISTRICT	5,135.17	67,016.79
760-000-1160	SAVINGS-DRAINAGE DISTRICT 76	.11	53.05
	SAVINGS TOTAL	35,302.24	4,265,601.27
001-000-1170	CD#48375-GENERAL	.00	250,000.00
001-000-1171	CD#47831-GENERAL	.00	90,000.00
015-000-1170	CD#47831-T&A (FT)	.00	200,000.00
015-000-1171	CD#48375-T&A (FT)	.00	155,000.00
021-000-1170	CD#47831-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#48375-DEPR RUT EQUIP	.00	30,000.00
121-000-1172	CD-LOST SWIM POOL	.00	.00
121-000-1173	CD-LOST SWIM POOL	.00	.00
167-000-1170	CD#48375-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-T&A(BURNETT CAP IMPR)	.00	.00
308-000-1170	CD-CAP IMPROVE LIBRARY	.00	.00
310-000-1170	CD-CAP IMPRV ARPA	.00	.00
501-000-1170	CD#48375-T&A(B)	.00	12,000.00
502-000-1170	CD#45375-T&A(Y)	.00	10,000.00
600-000-1170	CD#48375-WATER	.00	100,000.00
600-000-1171	CD-WATER	.00	.00
610-000-1170	CD#47831-SEWER	.00	200,000.00
610-000-1171	CD#48375-SEWER	.00	10,000.00
	CD'S TOTAL	.00	1,142,000.00
	TOTAL CASH	29,122.24	5,470,779.34

BUDGET REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

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	160,891.00	13,449.26	134,173.67	83.39
001-110-6419	POLICE-TECHNOLOGY SERVIC	.00	.00	.00	.00
001-110-6499	POLICE-RESERVE OFFICERS	.00	.00	.00	.00
001-110-6505	POLICE-PIIONEER GRANT	.00	.00	.00	.00
001-110-6506	POLICE-OFFICE SUPPLIES	.00	.00	.00	.00
001-110-6507	POLICE-OPERATING SUPPLIE	.00	.00	.00	.00
001-110-6599	POLICE-PUBLIC RELATIONS	.00	.00	.00	.00
011-110-6599	T&A(PD) BENEVOLENT	.00	.00	.00	.00
029-110-6799	DEPR-POLICE EXPENSE	.00	.00	.00	.00
112-110-6110	POLICE-FICA	12,308.00	838.56	8,361.20	67.93
112-110-6130	POLICE-IPERS	12,181.00	1,015.04	10,120.87	83.09
112-110-6150	POLICE-GROUP INSURANCE	36,963.00	3,080.21	30,801.33	83.33
112-110-6155	POLICE-CITY SHARE HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	1,078.00	89.82	898.20	83.32
112-110-6170	POLICE-UNEMPLOYMENT	190.00	15.80	158.00	83.16
112-110-6181	POLICE-UNIFORM ALLOWANCE	600.00	50.00	500.00	83.33
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	224,211.00	18,538.69	185,013.27	82.52
001-150-6010	FIRE DEPT-SALARIES	10,000.00	1,010.00	5,280.00	52.80
001-150-6150	FIRE DEPT-GROUP INSURANC	800.00	.00	.00	.00
001-150-6210	FIRE DEPT-DUES	500.00	.00	476.00	95.20
001-150-6230	FIRE DEPT-TRAINING	6,000.00	.00	119.61	1.99
001-150-6310	FIRE DEPT-BUILDING MAINT	3,000.00	.00	227.65	7.59
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	639.85	2,157.91	71.93
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	.00	7,080.92	64.37
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	141.03	1,406.92	87.93
001-150-6412	FIRE DEPT-HEALTH/FITNESS	1,000.00	.00	.00	.00
001-150-6415	FIRE DEPT-HYDRANT RENT	.00	.00	.00	.00
001-150-6419	FIRE DEPT-TECHNOLOGY SER	7,100.00	641.29	5,085.87	71.63
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	5,000.00	.00	3,269.20	65.38
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	40.00	3,521.33	117.38
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	73,600.00	2,071.42	67,204.58	91.31
015-150-6505	T&A(FT)-EXPENSES	.00	.00	.00	.00
029-150-6504	DEPR-FD MINOR EQUIPMENT	18,600.00	.00	.00	.00
112-150-6110	FIRE-FICA	765.00	77.31	404.09	52.82
112-150-6130	FIRE-IPERS	200.00	.93	15.64	7.82
112-150-6150	FIRE-GROUP INSURANCE	.00	.00	.00	.00
112-150-6155	FIRE-CITY SHARE HSA	.00	.00	2.92	.00
112-150-6160	FIRE-WORKER'S COMP	7,200.00	3,864.00	3,864.00	53.67
	FIRE TOTAL	152,365.00	8,485.83	100,116.64	65.71
001-170-6407	BUILDING INSPECTION FEES	52,000.00	145.60	15,416.20	29.65
	BUILDING INSPECTIONS TOT	52,000.00	145.60	15,416.20	29.65

BUDGET REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-190-6499	ANIMAL CONTROL	500.00	.00	358.91	71.78
	ANIMAL CONTROL TOTAL	500.00	.00	358.91	71.78
	PUBLIC SAFETY TOTAL	429,076.00	27,170.12	300,905.02	70.13
001-210-6010	STREETS-WAGES	50,368.00	3,745.64	33,217.75	65.95
001-210-6210	STREETS-DUES	.00	.00	229.12	.00
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	.00	1,120.00	160.00
001-210-6332	STREETS-VEHICLE MAINT	.00	.00	.00	.00
001-210-6417	STREETS-PROJECTS	50,000.00	.00	.00	.00
001-210-6419	STREETS-TECHNOLOGY SERV	2,600.00	40.01	1,587.84	61.07
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	25.00	1,189.50	118.95
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,500.00	.00	105.00	7.00
021-210-6417	T&A(SC)-REFUNDS	1,000.00	.00	.00	.00
029-210-6710	DEPR-NON RUT EQUIP	28,200.00	.00	13,251.00	46.99
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	330.62	3,509.02	116.97
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	231,000.00	2,149.00	229,160.09	99.20
110-210-6425	RUT-SIDEWALK IMPROVEMENT	1,000.00	.00	.00	.00
110-210-6490	RUT-FAIR VIEW DR SIDEWAL	2,000.00	.00	1,844.97	92.25
110-210-6504	RUT-STREET EQUIP	.00	.00	.00	.00
110-210-6710	RUT-DEPR EQUIP EXPENSES	30,000.00	.00	.00	.00
112-210-6110	STREETS-FICA	3,853.00	286.57	2,571.85	66.75
112-210-6130	STREETS-IPERS	4,755.00	351.90	3,050.47	64.15
112-210-6150	STREETS-GROUP INSURANCE	11,449.00	1,221.82	10,417.63	90.99
112-210-6155	CITY SHARE- HSA	2,500.00	47.00	1,979.14	79.17
112-210-6160	STREETS-WORKER'S COMP	5,200.00	3,189.00	3,189.00	61.33
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	430,525.00	11,386.56	306,822.38	71.27
110-230-6371	RUT-STREET LIGHTS	22,000.00	1,513.74	14,609.12	66.41
110-230-6509	RUT-STREET SIGNS	3,500.00	.00	217.36	6.21
	STREET LIGHTING TOTAL	25,500.00	1,513.74	14,826.48	58.14
110-250-6331	RUT-SNOW REM VEHICLE OPE	3,500.00	364.53	2,661.86	76.05
110-250-6332	RUT-SNOW REM VEHICLE REP	4,500.00	.00	676.72	15.04
110-250-6499	RUT-SNOW REM CONTRACT LA	4,000.00	.00	1,689.13	42.23
110-250-6599	RUT-SNOW REM SUPPLIES	15,000.00	1,088.56	8,165.70	54.44
	SNOW REMOVAL TOTAL	27,000.00	1,453.09	13,193.41	48.86
001-290-6010	GARBAGE-WAGES	19,118.00	1,615.33	16,681.59	87.26
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	2,195.00	100.00
001-290-6418	GARBAGE-SALES TAX	6,901.00	507.22	4,954.87	71.80
001-290-6499	GARBAGE-FEES	267,104.00	21,671.81	218,570.58	81.83
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	845.50	1,718.39	143.20
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	1,400.00	93.33
112-290-6110	GARBAGE-FICA	1,463.00	123.57	1,276.08	87.22
112-290-6130	GARBAGE-IPERS	1,805.00	152.48	1,574.76	87.24
112-290-6150	GARBAGE-GROUP INSURANCE	8,166.00	898.04	9,336.31	114.33
112-290-6155	GARBAGE-CITY SHARE HSA	1,500.00	26.82	1,685.84	112.39

BUDGET REPORT
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PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	GARBAGE TOTAL	310,952.00	25,840.77	259,393.42	83.42
001-299-6010	GARAGE-WAGES	29,896.00	2,453.24	24,449.64	81.78
001-299-6310	GARAGE-BUILDING REPAIRS	10,000.00	79.99	2,581.99	25.82
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	330.62	4,257.04	121.63
001-299-6332	GARAGE-VEHICLE REPAIRS	15,000.00	.00	8,470.21	56.47
001-299-6371	GARAGE-UTILITIES	3,500.00	391.21	2,853.86	81.54
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,500.00	.00	2,135.96	47.47
001-299-6490	STREET TREES	38,100.00	.00	32,072.86	84.18
001-299-6507	GARAGE-OPERATING SUPPLIE	10,000.00	.00	3,894.27	38.94
029-299-6799	DEPR-P/W BLDG EXPENSE	100,000.00	.00	6,953.88	6.95
112-299-6110	GARAGE-FICA	2,287.00	187.67	1,870.43	81.79
112-299-6130	GARAGE-IPERS	2,822.00	230.19	2,259.45	80.07
112-299-6150	GARAGE-GROUP INSURANCE	7,301.00	740.20	6,471.45	88.64
112-299-6155	GARAGE-CITY SHARE HSA	1,463.00	34.00	1,557.37	106.45
112-299-6160	GARAGE-WORKER'S COMP	1,800.00	1,329.00	1,329.00	73.83
	OTHER PUBLIC WORKS TOTAL	230,169.00	5,776.12	101,157.41	43.95
	PUBLIC WORKS TOTAL	1,024,146.00	45,970.28	695,393.10	67.90
001-350-6501	MOSQUITO SPRAYING	8,500.00	.00	8,335.00	98.06
	WATER,AIR,MOSQUITO CONTR	8,500.00	.00	8,335.00	98.06
001-399-6590	COVID-19 EXPENSES	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV	.00	.00	.00	.00
	HEALTH & SOCIAL SERVICES	8,500.00	.00	8,335.00	98.06
001-410-6010	LIBRARY-WAGES	89,269.00	6,431.32	65,284.94	73.13
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	8,000.00	415.00	5,933.22	74.17
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	86.62	17.32
001-410-6340	LIBRARY-COMPUTER MAINT	6,000.00	3,200.00	4,370.00	72.83
001-410-6371	LIBRARY-UTILITIES	16,000.00	836.72	11,665.26	72.91
001-410-6373	LIBRARY-TELEPHONE	4,000.00	320.33	3,130.88	78.27
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,600.00	165.81	1,639.10	102.44
001-410-6502	LIBRARY-BOOKS	16,000.00	1,432.90	10,202.41	63.77
001-410-6505	LIBRARY-OFFICE FURNITURE	2,000.00	406.83	406.83	20.34
001-410-6507	LIBRARY-SUPPLIES/PROC/DU	6,500.00	321.86	2,230.66	34.32
001-410-6508	LIBRARY-POSTAGE	1,000.00	.00	95.95	9.60
001-410-6599	LIBRARY-EQUIPMENT	.00	.00	.00	.00
041-410-6502	T&A(SL)-EXPENSES	3,000.00	.00	.00	.00
112-410-6110	LIBRARY-FICA	6,829.00	491.99	4,994.35	73.13
112-410-6130	LIBRARY-IPERS	8,427.00	607.12	6,162.93	73.13
112-410-6150	LIBRARY-GROUP INSURANCE	25,793.00	2,148.22	20,523.79	79.57
112-410-6155	LIBRARY-CITY SHARE HSA	5,000.00	100.00	4,800.00	96.00
112-410-6160	LIBRARY-WORKER'S COMP	300.00	141.00	141.00	47.00
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
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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	200,468.00	17,019.10	141,667.94	70.67
001-430-6010	PARKS-WAGES	49,977.00	2,479.27	29,886.36	59.80
001-430-6210	PARKS-DUES	200.00	.00	65.00	32.50
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	12,000.00	.00	377.94	3.15
001-430-6320	PARKS-GROUND MAINT/REPAI	43,750.00	1,299.79	16,464.52	37.63
001-430-6331	PARKS-VEHICLE OPERATION	3,000.00	48.00	1,568.32	52.28
001-430-6350	PARKS-EQUIP REPAIRS	1,500.00	.00	89.13	5.94
001-430-6371	PARKS-UTILITIES	2,500.00	146.88	1,617.62	64.70
001-430-6385	PARKS-PRAIRIE MEADOW GRA	.00	.00	.00	.00
001-430-6390	PARKS-DALLAS COUNTY FOUN	.00	.00	.00	.00
001-430-6399	PARKS-PARK EQUIP/MAINT	20,000.00	.00	.00	.00
001-430-6450	PARKS-TREE MAINT	9,500.00	.00	9,787.00	103.02
001-430-6460	TREES PLEASE GRANT EXPEN	2,000.00	.00	.00	.00
001-430-6461	TREES FOREVER GRANT EXPE	1,500.00	.00	.00	.00
001-430-6495	PARKS-ACTIVITIES	200.00	.00	.00	.00
001-430-6505	PARKS-WELLMARK GRANT	.00	.00	.00	.00
001-430-6507	PARKS-MISC OPERATING SUP	2,000.00	.00	445.43	22.27
029-430-6720	DEPR-PARK EXPENSES	8,000.00	.00	6,472.00	80.90
112-430-6110	PARKS-FICA	3,823.00	189.66	2,286.29	59.80
112-430-6130	PARKS-IPERS	3,523.00	224.27	2,439.74	69.25
112-430-6150	PARKS-GROUP INSURANCE	1,897.00	249.62	1,873.36	98.75
112-430-6155	PARKS-CITY SHARE HSA	662.00	13.00	416.36	62.89
112-430-6160	PARKS-WORKER'S COMP	725.00	929.00	929.00	128.14
112-430-6181	PARKS-UNIFORM ALLOWANCE	400.00	.00	.00	.00
167-430-6320	T&A(BURNETT REC)-PARK IM	152,500.00	36,720.00	94,311.40	61.84
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	319,857.00	42,299.49	169,029.47	52.85
001-440-6010	SWIM POOL-WAGES	63,970.00	968.96	48,565.20	75.92
001-440-6230	SWIM POOL-TRAINING	2,000.00	350.00	1,068.13	53.41
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	.00	401.04	4.01
001-440-6350	SWIM POOL-OPER EQUIP REP	4,000.00	.00	1,140.00	28.50
001-440-6371	SWIM POOL-UTILITIES	3,500.00	.00	2,569.67	73.42
001-440-6373	SWIM POOL-PHONE/DATA/HOT	500.00	71.24	339.27	67.85
001-440-6418	SWIM POOL-SALES TAX	2,500.00	.00	325.78	13.03
001-440-6419	SWIM POOL-TECHNOLOGY SER	.00	.00	.00	.00
001-440-6501	SWIM POOL-CHEM/INSPEC	6,000.00	.00	1,832.20	30.54
001-440-6507	SWIM POOL-OPERATING SUPP	4,300.00	7.95	2,430.64	56.53
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	4,129.00	74.12	3,715.22	89.98
112-440-6130	SWIM POOL-IPERS	752.00	91.07	976.88	129.90
112-440-6150	SWIM POOL-GROUP INS	2,638.00	342.07	3,146.92	119.29
112-440-6155	SWIM POOL-CITY SHARE HSA	425.00	12.00	1,178.09	277.20
112-440-6160	SWIM POOL-WORKER'S COMP	2,200.00	590.00	590.00	26.82
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	.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

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PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
180-440-6407	ENGINEERING	.00	.00	.00	.00
180-440-6499	REC TRAIL-TRAILHEAD ARTW	.00	.00	.00	.00
180-440-6801	REC TRAIL-BURNETT PRINC	.00	.00	.00	.00
180-440-6851	REC TRAIL-BURNETT INT	.00	.00	.00	.00
502-440-6505	T&A YOUTH-EXPENSES	2,500.00	.00	.00	.00
	RECREATION TOTAL	109,414.00	2,507.41	68,279.04	62.40
	CULTURE & RECREATION TOT	629,739.00	61,826.00	378,976.45	60.18
161-510-6450	TREE EXPENSE	18,000.00	.00	.00	.00
	COMMUNITY BEAUTIFICATION	18,000.00	.00	.00	.00
001-520-6210	ECON DEV-DUES	5,500.00	.00	4,752.50	86.41
001-520-6371	ECON DEV-UTILITIES	200.00	.00	181.74	90.87
001-520-6402	ECON DEV-ADVERTISING/SIG	1,000.00	.00	.00	.00
001-520-6407	ECON DEV-ENGINEERING	1,000.00	.00	431.50	43.15
001-520-6413	ECON DEV-PAYMENT OTHER A	8,000.00	.00	9,901.00	123.76
001-520-6470	ECON DEV-COMPLIANCE	8,000.00	658.03	6,377.71	79.72
001-520-6490	ECON DEV-MISC EXPENSE	500.00	.00	163.47	32.69
001-520-6495	ECON DEV-ACTIVITIES	35,000.00	.00	24,675.13	70.50
001-520-6499	ECON DEV-OTHER PROF SERV	.00	.00	.00	.00
001-520-6761	ECON DEV-WALNUT STREET	4,500.00	.00	4,113.25	91.41
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	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOT	63,700.00	658.03	50,596.30	79.43
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	12,000.00	.00	9,340.05	77.83
001-540-6414	P&Z-PUBLICATIONS	100.00	.00	76.37	76.37
001-540-6490	P&Z-MISC	500.00	.00	.00	.00
	PLANNING & ZONING TOTAL	12,600.00	.00	9,416.42	74.73
	COMMUNITY & ECONOMIC DEV	94,300.00	658.03	60,012.72	63.64
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	8,720.00	90.83
001-610-6210	MAYOR/COUNCIL-DUES	3,000.00	.00	2,843.00	94.77
001-610-6230	MAYOR/COUNCIL-TRAINING	300.00	.00	.00	.00
001-610-6401	MAYOR/COUNCIL-AUDITS	10,000.00	.00	.00	.00
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,500.00	.00	5,030.59	77.39
001-610-6419	MAYOR/COUNCIL-TECHNOLOGY	1,500.00	220.33	903.79	60.25
001-610-6490	MAYOR/COUNCIL-BONDS/DUES	57,000.00	.00	62,750.00	110.09
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	6,000.00	15.90	3,391.95	56.53
112-610-6110	MAYOR/COUNCIL-FICA	734.00	30.60	553.00	75.34
112-610-6130	MAYOR/COUNCIL-IPERS	725.00	.00	173.69	23.96
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	95,359.00	666.83	84,366.02	88.47
001-620-6010	CLERK-WAGES	59,810.00	6,305.19	61,315.15	102.52
001-620-6210	CLERK-DUES	150.00	25.00	247.68	165.12
001-620-6230	CLERK-EDUCATION/TRAINING	5,000.00	258.88	3,260.67	65.21

BUDGET REPORT
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PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00
001-620-6373	CLERK-TELEPHONE/RADIOS	3,100.00	250.04	2,448.98	79.00
001-620-6419	CLERK-TECHNOLOGY SERVICE	30,000.00	496.02	10,291.94	34.31
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	265.00	928.72	92.87
001-620-6505	CLERK-OFFICE EQUIP PURCH	4,000.00	.00	.00	.00
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	612.77	4,191.22	97.47
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	.00	1,176.00	78.40
112-620-6110	CLERK-FICA	4,575.00	482.36	4,690.73	102.53
112-620-6130	CLERK-IPERS	5,646.00	595.21	5,788.24	102.52
112-620-6150	CLERK-GROUP INSURANCE	21,804.00	2,519.13	25,109.92	115.16
112-620-6155	CLERK-CITY SHARE HSA	4,825.00	118.54	8,378.32	173.64
112-620-6160	CLERK-WORKER'S COMP	450.00	349.00	349.00	77.56
	CLERK/TREASURER/ADM TOTA	146,660.00	12,277.14	128,176.57	87.40
001-630-6403	ELECTIONS-EXPENSES	.00	.00	.00	.00
	ELECTIONS TOTAL	.00	.00	.00	.00
001-640-6405	ATTORNEY-MISC EXP	3,000.00	70.00	816.40	27.21
001-640-6411	ATTORNEY-RETAINER	36,000.00	3,000.00	30,000.00	83.33
	LEGAL SERVICES/ATTORNEY	39,000.00	3,070.00	30,816.40	79.02
001-650-6310	MEMORIAL HALL-BLDG MAINT	6,000.00	4,839.27	5,993.99	99.90
001-650-6320	MEMORIAL HALL-MISC EXPEN	4,400.00	157.11	3,672.49	83.47
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	476.73	4,550.84	70.01
001-650-6373	MEMORIAL HALL-TELEPHONE	600.00	50.00	500.00	83.33
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	260.00	2,600.00	60.47
001-650-6499	MEMORIAL HALL-ELEV MAINT	1,300.00	.00	992.40	76.34
	CITY HALL/GENERAL BLDGS	23,100.00	5,783.11	18,309.72	79.26
001-660-6408	GENERAL-LIABILITY INSURA	64,000.00	59,232.44	59,232.44	92.55
	TORT LIABILITY TOTAL	64,000.00	59,232.44	59,232.44	92.55
001-699-6490	MISC UNALLOCATED REIMB	3,000.00	750.35	8,990.55	299.69
	OTHER GENERAL GOVERNMENT	3,000.00	750.35	8,990.55	299.69
	GENERAL GOVERNMENT TOTAL	371,119.00	81,779.87	329,891.70	88.89
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	66,000.00	.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	13,414.00	.00	6,707.00	50.00
200-210-6899	DS BOND REGISTRATION FEE	600.00	.00	600.00	100.00
	ROADS, BRIDGES, SIDEWALK	80,014.00	.00	7,307.00	9.13
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	230,250.00	.00	.00	.00
200-440-6854	DS INT-2022 POOL	.00	.00	.00	.00
200-440-6899	DS-BOND REGISTRATION FEE	.00	.00	.00	.00
	RECREATION TOTAL	230,250.00	.00	.00	.00

BUDGET REPORT
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PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
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	45,000.00	.00	.00	.00
200-815-6851	DS INT-2001 EDS	.00	.00	.00	.00
200-815-6852	DS INT-2001 SRF	.00	.00	.00	.00
200-815-6853	DS INT-2020 SRF	16,416.00	.00	8,207.50	50.00
200-815-6899	DS BOND REGISTRATIONS FE	2,345.00	.00	1,172.50	50.00
	SEWER/SEWAGE DISPOSAL TO	63,761.00	.00	9,380.00	14.71
200-865-6801	DS PRINC-2016 SW STORM	145,000.00	.00	.00	.00
200-865-6851	DS INT-2016 SW STORM	68,258.00	.00	34,128.75	50.00
200-865-6899	DS BOND REGISTRATION	500.00	.00	250.00	50.00
	STORM DISTRICT TOTAL	213,758.00	.00	34,378.75	16.08
	DEBT SERVICE TOTAL	587,783.00	.00	51,065.75	8.69
308-410-6770	CAP IMPROVEMENT-LIBRARY	.00	.00	.00	.00
	LIBRARY TOTAL	.00	.00	.00	.00
309-440-6407	CAP IMPROVE POOL-ENGINEE	160,000.00	13,100.06	89,493.58	55.93
309-440-6799	CAP IMPROVE POOL-EXPENSE	5,000,000.00	369,746.44	3,241,267.30	64.83
	RECREATION TOTAL	5,160,000.00	382,846.50	3,330,760.88	64.55
310-750-6374	CAP IMPRV ARPA-EXPENSES	265,016.00	.00	122,595.00	46.26
	CAPITAL PROJECTS TOTAL	265,016.00	.00	122,595.00	46.26
	CAPITAL PROJECTS TOTAL	5,425,016.00	382,846.50	3,453,355.88	63.66
600-810-6010	WATER-WAGES	91,635.00	7,466.02	76,660.10	83.66
600-810-6110	WATER-FICA	6,976.00	571.15	5,894.94	84.50
600-810-6130	WATER-IPERS	8,609.00	701.75	7,185.54	83.47
600-810-6150	WATER-GROUP INSURANCE	20,629.00	1,876.91	18,526.93	89.81
600-810-6155	WATER-CITY SHARE HSA	3,700.00	81.82	3,966.21	107.19
600-810-6160	WATER-WORKER'S COMP	3,000.00	1,389.00	1,389.00	46.30
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
600-810-6210	WATER-DUES	1,500.00	.00	599.38	39.96
600-810-6230	WATER-TRAINING	1,500.00	.00	955.00	63.67
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	67,000.00	7,157.48	67,960.34	101.43
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	242.00	1,105.37	4.42
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	141.69	1,740.56	87.03
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	23,000.00	.00	.00	.00
600-810-6371	WATER-UTILITIES	25,000.00	4,051.81	24,826.97	99.31
600-810-6373	WATER-TELEPHONE	.00	.00	.00	.00
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	758.87	12,947.33	99.59
600-810-6401	WATER-AUDIT	.00	.00	.00	.00
600-810-6407	WATER-ENGINEERING	30,000.00	.00	.00	.00
600-810-6408	WATER-INSURANCE	15,500.00	14,380.00	14,380.00	92.77
600-810-6411	WATER-LEGAL	10,000.00	.00	.00	.00
600-810-6418	WATER-SALES TAX EXPENSE	26,000.00	2,131.41	21,553.94	82.90
600-810-6419	WATER-TECHNOLOGY SERVICE	8,000.00	61.93	4,558.51	56.98

BUDGET REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6499	WATER-TESTS	6,000.00	17.00	3,656.32	60.94
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	516.21	11,569.32	35.06
600-810-6506	WATER-OFFICE SUPPLIES	1,800.00	845.50	1,879.94	104.44
600-810-6507	WATER-OPERATING SUPPLIES	5,800.00	.00	5,824.70	100.43
600-810-6508	WATER-POSTAGE	1,500.00	.00	1,400.00	93.33
600-810-6599	WATER-MISC EXP	2,500.00	.00	811.42	32.46
600-810-6780	WATER-CAPITAL IMPROVEMEN	.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	.00	.00
600-810-6805	WATER DEBT-PRINC 2021	112,000.00	.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
600-810-6855	WATER DEBT-INT 2021	9,292.00	.00	4,646.25	50.00
600-810-6899	WATER-BOND REGISTRATION	1,100.00	.00	600.00	54.55
602-810-6407	WATER CAP OUTLAY-ENGINEE	28,000.00	65.00	12,786.25	45.67
602-810-6780	WATER CAP OUTLAY-UTIL SY	345,000.00	.00	3,650.00	1.06
	WATER TOTAL	928,941.00	42,455.55	311,474.32	33.53
610-815-6010	SEWER-WAGES	88,057.00	6,862.91	69,961.79	79.45
610-815-6110	SEWER-FICA	6,736.00	525.00	5,382.79	79.91
610-815-6130	SEWER-IPERS	8,313.00	645.04	6,446.41	77.55
610-815-6150	SEWER-GROUP INSURANCE	20,756.00	2,417.13	20,980.13	101.08
610-815-6155	SEWER-CITY SHARE HSA	4,925.00	116.82	6,485.75	131.69
610-815-6160	SEWER-WORKER'S COMP	3,000.00	1,178.00	1,178.00	39.27
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	195.00	19.50
610-815-6310	SEWER-BLDG REPAIR/MAINT	10,000.00	.00	1,535.74	15.36
610-815-6320	SEWER-GROUND REPAIR/MAIN	2,500.00	.00	.00	.00
610-815-6331	SEWER-VEHICLE OPERATIONS	1,600.00	141.69	1,740.55	108.78
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	38,000.00	.00	1,512.96	3.98
610-815-6371	SEWER-UTILITIES	35,000.00	1,971.41	26,381.83	75.38
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	49.55	1,048.65	52.43
610-815-6407	SEWER-ENGINEERING	3,000.00	320.00	1,983.64	66.12
610-815-6408	SEWER-INSURANCE	21,000.00	19,500.00	19,500.00	92.86
610-815-6411	SEWER-LEGAL	500.00	.00	.00	.00
610-815-6418	SEWER-SALES TAX EXPENSE	7,200.00	470.13	4,328.12	60.11
610-815-6419	SEWER-TECHNOLOGY SERVICE	8,000.00	124.86	4,760.03	59.50
610-815-6499	SEWER-TESTS	17,000.00	1,427.25	13,593.95	79.96
610-815-6506	SEWER-OFFICE SUPPLIES	1,500.00	845.45	1,880.02	125.33
610-815-6507	SEWER-SUPPLIES	500.00	.00	465.45	93.09
610-815-6508	SEWER-POSTAGE	1,500.00	1,400.00	1,400.00	93.33
610-815-6599	SEWER-ADMIN EXPENSES	2,000.00	.00	59.88	2.99
610-815-6767	SEWER-FAIR VIEW DR SAN S	.00	.00	.00	.00
610-815-6780	SEWER-CAPITAL OUTLAY PRO	.00	.00	.00	.00
610-815-6801	SEWER DEBT-PRINC-2001 ED	.00	.00	.00	.00
610-815-6802	SEWER DEBT-PRINC 1999	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6803	SEWER DEBT-PRINC WASS	.00	.00	.00	.00
610-815-6804	SEWER DEBT-PRINC 2019 SR	102,000.00	.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	50,663.00	.00	25,331.25	50.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	7,238.00	.00	3,618.75	50.00
	SEWER/SEWAGE DISPOSAL TO	444,738.00	37,995.24	220,170.69	49.51
740-865-6331	STORM DISTRICT-VEHICLE 0	.00	.00	93.85	.00
740-865-6379	STORM DISTRICT-MAINT/REP	50,000.00	.00	34,822.65	69.65
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	1,083.60	83.35
740-865-6419	STORM DISTRICT-TECH SERV	3,000.00	.00	880.03	29.33
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	54,300.00	108.36	36,880.13	67.92
760-899-6399	DRAINAGE DISTRICT 76-EXP	80,000.00	.00	.00	.00
760-899-6407	ENGINEERING	.00	.00	.00	.00
760-899-6411	DRAINAGE DISTRICT 76-LEG	.00	.00	140.00	.00
	OTHER BUSINESS TYPE TOTA	80,000.00	.00	140.00	.18
	ENTERPRISE FUNDS TOTAL	1,507,979.00	80,559.15	568,665.14	37.71
001-910-6910	GENERAL-TRANSFERS OUT	109,462.00	.00	109,654.59	100.18
011-910-6910	T&A(PD)BENEVOLENT-TRANSF	.00	.00	.00	.00
029-910-6910	DEPR-TRANSFER OUT	72,609.00	.00	72,809.32	100.28
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	1,579,042.00	14,473.17	637,804.39	40.39
125-910-6910	TIF-TRANSFER OUT	203,887.00	6,088.42	116,324.20	57.05
161-910-6910	TRANSFER OUT	.00	.00	.00	.00
167-910-6910	T&A(BURNETT REC)-TRANSFE	342,457.00	.00	342,620.86	100.05
168-910-6910	T&A(BURNETT LIB)-TRANSFE	.00	.00	.00	.00
169-910-6910	T&A(BURNETT CAP IMP) TRA	323,973.00	.00	317,054.56	97.86
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	CAP IMPROV POOL-TRANSFER	.00	.00	.00	.00
310-910-6910	CAP IMPRV ARPA-TRANSFER	133,000.00	.00	.00	.00
600-910-6910	WATER-TRANSFERS OUT	7,000.00	.00	7,000.00	100.00
602-910-6910	WATER CAP OUTLAY-TRANSFE	.00	.00	.00	.00
610-910-6910	SEWER-TRANSFERS OUT	7,000.00	.00	7,000.00	100.00
740-910-6910	STORM DISTRICT-TRANSFER	.00	.00	.00	.00
760-910-6910	TRANSFER OUT	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 4/2023, FISCAL 10/2023

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	TRANSFERS TOTAL	2,778,430.00	20,561.59	1,610,267.92	57.96
	TRANSFER OUT TOTAL	2,778,430.00	20,561.59	1,610,267.92	57.96
	TOTAL EXPENSES BY FUNCTI	12,856,088.00	701,371.54	7,456,868.68	58.00



April 2023 Dallas Center Calls for Service

Create Date/Time	Call Type	Location
4/1/2023 2:53	CHEST PAIN	1107 SUGAR GROVE AVE 15, DALLAS CENTER
4/1/2023 3:23	ALARM	525 SYCAMORE ST, DALLAS CENTER
4/1/2023 10:19	TRAFFIC COMPLAINT	ORDER DR / 240TH ST, DALLAS CENTER
4/1/2023 12:50	ANIMAL COMPLAINT	807 HATTON AVE, DALLAS CENTER
4/1/2023 13:50	MVC-PD	904 SUGAR GROVE AVE, DALLAS CENTER
4/1/2023 18:47	MVC-PD	607 VINE ST, DALLAS CENTER
4/1/2023 20:01	TRAFFIC STOP	SUGAR GROVE AVE / FAIRVIEW DR, DALLAS CENTER
4/1/2023 22:48	DOMESTIC	104 LAKE SHORE DR, DALLAS CENTER
4/2/2023 9:47	FIRE ALARM	1204 LINDEN ST, DALLAS CENTER
4/3/2023 16:52	WELFARE CHECK	506 9TH ST, DALLAS CENTER
4/4/2023 11:01	FOLLOW UP INVESTIGATION	1006 VINE ST, DALLAS CENTER
4/4/2023 11:45	ANIMAL COMPLAINT	901 9TH ST, DALLAS CENTER
4/4/2023 15:03	ASSIST	1107 SYCAMORE ST, DALLAS CENTER
4/4/2023 17:22	TRAFFIC STOP	10TH ST / SUGAR GROVE AVE, DALLAS CENTER
4/4/2023 19:28	RETURN PHONE CALL	1400 VINE ST, DALLAS CENTER
4/5/2023 9:44	VEHICLE UNLOCK	1204 LINDEN ST, DALLAS CENTER
4/5/2023 10:10	911 HANGUP	LAT: 41.6842; LON: -93.9599
4/5/2023 11:37	TRAFFIC STOP	502 14TH ST, DALLAS CENTER
4/5/2023 14:08	FIRE ALARM	1400 VINE ST, DALLAS CENTER
4/5/2023 16:26	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
4/5/2023 16:48	TRAFFIC STOP	2475 240TH ST, DALLAS CENTER
4/5/2023 17:00	TRAFFIC STOP	2415 240TH ST, DALLAS CENTER
4/5/2023 17:41	TRAFFIC COMPLAINT	10TH ST / SUGAR GROVE AVE, DALLAS CENTER
4/5/2023 18:58	TRAFFIC STOP	10TH ST / SUGAR GROVE AVE, DALLAS CENTER
4/5/2023 19:15	TRAFFIC STOP	14TH ST / SUGAR GROVE AVE, DALLAS CENTER
4/5/2023 19:35	TRAFFIC STOP	205 14TH ST, DALLAS CENTER
4/5/2023 22:41	PUBLIC ASSIST	ORDER DR / 240 TH ST, DALLAS CENTER
4/6/2023 8:42	MVC-PD	1403 SUGAR GROVE AVE, DALLAS CENTER
4/6/2023 9:54	INFORMATION	1502 WALNUT ST, DALLAS CENTER
4/6/2023 9:55	RETURN PHONE CALL	1400 VINE ST, DALLAS CENTER
4/6/2023 10:51	NOISE COMPLAINT	1403 FAIRVIEW DR, DALLAS CENTER
4/6/2023 13:27	911 HANGUP	807 HATTON AVE, DALLAS CENTER

4/6/2023 20:52	TRAFFIC STOP	240TH ST / FAIRVIEW DR, DALLAS CENTER
4/6/2023 21:25	FALLS	1006 LINDEN ST, DALLAS CENTER
4/7/2023 16:50	TRAUMATIC INJURIES	133 LAKE SHORE DR, DALLAS CENTER
4/7/2023 20:45	JUVENILE PROBLEM	400 PERCIVAL AVE, DALLAS CENTER
4/8/2023 10:30	FALLS	309 HIGHVUE TER, DALLAS CENTER
4/8/2023 13:46	MEDICAL TRANSPORT	1006 LINDEN ST, DALLAS CENTER
4/8/2023 13:59	UNCONSCIOUS/FAINTING	1204 LINDEN ST, DALLAS CENTER
4/8/2023 16:44	THEFT	1001 WALNUT ST, DALLAS CENTER
4/8/2023 16:50	PUBLIC WORKS/CO ENGINEER	1607 SYCAMORE ST, DALLAS CENTER
4/8/2023 21:57	SUSPICIOUS	14TH ST / WALNUT ST, DALLAS CENTER
4/9/2023 12:12	SICK PERSON	1006 13TH ST, DALLAS CENTER
4/9/2023 16:29	911 MISDIAL	SUGAR GROVE AVE / FAIRVIEW DR, DALLAS CENTER
4/10/2023 7:14	TRAFFIC CONTROL	1205 13TH ST, DALLAS CENTER
4/10/2023 9:59	FALLS	1006 LINDEN ST, DALLAS CENTER
4/11/2023 12:01	FIRE ALARM	1101 WALNUT ST, DALLAS CENTER
4/11/2023 16:17	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
4/11/2023 18:42	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
4/11/2023 19:31	GRASS/BRUSH FIRE	1701 SUGAR GROVE AVE, DALLAS CENTER
4/12/2023 7:15	FALLS	1006 LINDEN ST, DALLAS CENTER
4/12/2023 16:28	PUBLIC ASSIST	SYCAMORE ST / PERCIVAL AVE, DALLAS CENTER
4/13/2023 15:16	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
4/13/2023 15:28	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
4/13/2023 18:43	FOLLOW UP INVESTIGATION	1001 WALNUT ST, DALLAS CENTER
4/13/2023 18:45	SICK PERSON	1303 SUGAR GROVE AVE, DALLAS CENTER
4/14/2023 1:04	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
4/14/2023 9:43	ANIMAL COMPLAINT	523 SYCAMORE ST, DALLAS CENTER
4/14/2023 10:01	FIRE ALARM	1400 VINE ST, DALLAS CENTER
4/14/2023 12:28	911 HANGUP	SUGAR GROVE AVE / FAIRVIEW DR, DALLAS CENTER
4/14/2023 13:26	911 HANGUP	QUINLAN AVE / SUGAR GROVE AVE, DALLAS CENTER
4/14/2023 14:43	WELFARE CHECK	1204 ASH ST, DALLAS CENTER
4/14/2023 15:14	TRAFFIC HAZARD	595 SUGAR GROVE AVE, DALLAS CENTER
4/14/2023 15:27	TRAFFIC STOP	13TH ST / LINDEN ST, DALLAS CENTER
4/14/2023 19:27	TRAFFIC STOP	FAIRVIEW DR / SUGAR GROVE AVE, DALLAS CENTER
4/14/2023 22:36	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
4/14/2023 22:59	TRAFFIC STOP	2401 240TH ST, DALLAS CENTER
4/14/2023 23:21	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
4/16/2023 12:13	COMMITTAL	307 14TH ST C, DALLAS CENTER
4/17/2023 2:16	911 HANGUP	ORDER DR / 240TH ST, DALLAS CENTER
4/17/2023 17:16	911 HANGUP	ORDER DR / 240TH ST, DALLAS CENTER
4/17/2023 17:16	HARASSMENT/THREATS	804 FAIRVIEW DR, DALLAS CENTER
4/18/2023 19:53	PREMISES CHECK	1108 VINE ST, DALLAS CENTER

4/18/2023 19:58	PREMISES CHECK	721 11TH ST, DALLAS CENTER
4/18/2023 22:12	TRAFFIC STOP	900 SUGAR GROVE AVE, DALLAS CENTER
4/18/2023 22:55	911 HANGUP	ORDER DR / 240TH ST, DALLAS CENTER
4/19/2023 9:10	ORDINANCE VIOLATIONS	1201 VINE ST, DALLAS CENTER
4/19/2023 11:21	TRAFFIC COMPLAINT	502 14TH ST, DALLAS CENTER
4/19/2023 17:09	TRAFFIC STOP	PERCIVAL AVE / SUGAR GROVE AVE, DALLAS CENTER
4/20/2023 9:53	SICK PERSON	1006 LINDEN ST, DALLAS CENTER
4/20/2023 11:12	JUVENILE PROBLEM	1400 VINE ST, DALLAS CENTER
4/20/2023 12:31	CIVIL DISPUTE	702 11TH ST, DALLAS CENTER
4/20/2023 20:09	TRAFFIC STOP	14TH ST / VINE ST, DALLAS CENTER
4/20/2023 22:03	911 HANGUP	SUGAR GROVE AVE / FAIRVIEW DR, DALLAS CENTER
4/21/2023 11:11	CIVIL PAPER	1201 VINE ST, DALLAS CENTER
4/21/2023 11:52	911 HANGUP	QUINLAN AVE / SUGAR GROVE AVE, DALLAS CENTER
4/21/2023 16:02	FOLLOW UP INVESTIGATION	1107 SYCAMORE ST, DALLAS CENTER
4/22/2023 6:24	ASSIST	1503 SUGAR GROVE AVE, DALLAS CENTER
4/22/2023 9:47	UNCONSCIOUS/FAINTING	1006 LINDEN ST, DALLAS CENTER
4/23/2023 20:11	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
4/24/2023 9:20	MISSING/RUNAWAY	1503 SUGAR GROVE AVE, DALLAS CENTER
4/24/2023 16:58	911 HANGUP	WALNUT ST / 13TH ST, DALLAS CENTER
4/24/2023 17:09	911 HANGUP	1002 8TH ST, DALLAS CENTER
4/25/2023 10:45	CIVIL PAPER	409 10TH ST, DALLAS CENTER
4/27/2023 18:55	911 HANGUP	1200 VINE ST, DALLAS CENTER
4/27/2023 21:26	SICK PERSON	801 HATTON AVE, DALLAS CENTER
4/28/2023 4:26	DIABETIC PROBLEMS	701 NORTHVIEW DR, DALLAS CENTER
4/29/2023 5:55	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
4/29/2023 9:02	INFORMATION	1204 LINDEN ST, DALLAS CENTER
4/29/2023 11:52	ALARM	590 SUGAR GROVE AVE, DALLAS CENTER
4/30/2023 13:49	ELECTRICAL HAZARD	WALNUT ST / 13TH ST, DALLAS+A63:C104 CENTER
Total	DALLAS CENTER 342 HOURS PATROL, 17 HOURS ON CALLS, 359, HOURS TOTAL, 320 REQUIRED	101

APRIL 2023 CODE ENFORCEMENT REPORT DALLAS CENTER

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
		BEGIN 2017				
		BEGIN 2019				
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	
		BEGIN-2020				
2020-139	804 Fairview	Junk	10/20/2020	10/27/2020 11/18/20 12/18/20 1/4/21 6/17/21 7/8/21	M- 11/2/20 Advisory-12/1/20 Certified- 12/21/20 FINAL 5/26/21 new violations Cert.- 6/22/21 FINAL 8-2-21 Refer to city	
2020-166	1506 Cherry	Junk	12/10/2020	12/15/2020 1/2/21 1/21/21 2/18/21 3/18/21 7/8/21	M- 12/17/20 Advisory- 1/5/21 Certified- 2/2/21 FINAL- 3/1/21 FINAL ii	
		BEGIN 2021				
		BEGIN 2022				
2022-149	1006 Sugar Grove	Junk	10/5/2022	10/22/2022	Advisory	
2022-161	1005-8	Junk	10/24/2022	11/1/2022 1/13/23 2/2/23 3/17/23	M-12/27/22 Advisory- 1/17/23 Certified- 2/28/23 FINAL	

2022-187	302-11	Vehicle	12/12/2022	12/20/2022 2/2/23	M- 1/17/23 Advisory	
2022-191	1201 Vine	Junk	12/19/2022	1/13/2023 4/14/23	Advisory- 3/28/23 Certified	
2022-192	1007 Vine	Junk	12/27/2022	1/3/2023 3/10/23 4/6/23 4/17/23	M- 2/22/23 Advisory- 3/21/23 Certified-	
		BEGIN 2023				
2023-003	306 Kellogg	Junk	1/3/2023	1/10/2023 1/25/23	M- 1/10/23 Advisory	
2023-008	806 Vine	Junk	1/17/2023	2/2/2023 3/17/23	Advisory- 2/28/23 Certified	
2023-011	605 Linden	Property Maint.	1/17/2023	4/18/2023	Mun. Infrac.	4/11/2023
2023-022	1107 Maple	Junk	1/24/2023	2/14/2023 3/17/23	Advisory-2/28/23 Certified-	
2024-037	707 Vine	Junk	2/22/2023	2/28/2023 4/6/23	M- 3/21/23 Advisory	4/11/2023
2024-047	302 14	Junk	3/14/2023	3/21/2023 4/6/23	M- 3/21/23 Advisory	4/3/2023
2024-049	203 Percival	Junk	3/14/2023	3/30/2023	Advisory	4/18/2023
2024-050	1100 Walnut	Parking	3/21/2023	4/6/2023	Advisory	4/11/2023
2024-053	1606 Sycamore	Parking	3/21/2023	4/6/2023	Advisory	
2024-054	604 Percival	Parking & Junk	3/21/2023	4/6/2023	Advisory	
2024-055	200-14	Junk	3/28/2023	4/4/2023	M	4/3/2023
2024-056	1302 Sycamore	Junk	3/28/2023	4/4/2023	M	4/11/2023
2024-057	1703 Walnut	Parking	3/28/2023	4/4/2023	M	4/18/2023
2024-058	1200 Ash	Parking	4/3/2023	4/11/2023 5/4/23	M - 4/18/23 Advisory	
2024-059	1406 Sugar Grove	Junk	4/3/2023	4/20/2023	Advisory	4/18/2023
2024-060	807 Hatton	Junk	4/3/2023	4/11/2023	M	4/18/2023
2024-061	500-10	Junk	4/11/2023	4/18/2023	M	4/18/2023
2024-062	703-10	Junk	4/11/2023	4/18/2023	M	4/24/2023

2024-063	1405 Maple	Junk	4/11/2023	4/18/2023	M	4/18/2023
2024-064	300-10	Junk	4/18/2023	4/25/2023	M	4/24/2023
2024-065	106-14	Junk	4/18/2023	4/25/2023 5/11/23	M - 4/24/23 Advisory	
2024-066	1417 Walnut	Junk	4/18/2023	5/4/2023	Advisory	
2024-067	1702 Sycamore	Vehicle & Parking	4/18/2023	5/4/2023	Advisory	4/24/2023
2024-068	1205 Walnut	Parking	4/18/2023	5/4/2023	Advisory	
2024-069	1201 Vine	Parking	4/18/2023	4/25/2023	Advisory	4/24/2023
2024-070	801 Hutton	Junk	4/24/2023	5/2/2023	M	
2024-071	1600 Linden	Junk	4/24/2023	5/2/2023	M	
2024-072						

Monthly Water Report

Date	Apr-23																				
Water Plant																					
Total Gal.>	4,174,700	Max	436,800	Min	61,600	Avg	139,157	Gpm	258												
Total Hrs.>	266	Max	12.5	Min	5	Avg	8.9														
Last Month.>	3,555,900	Max	217,500	Min	32,400	Avg	114,706	Gpm	240												
Last Year.>	4,205,500	Max	317,700	Min	96,000	Avg	140,200	Gpm	265												
Lbs.of Chlorine	742	Lbs of Fluoride	42	Gallons of salt brine	3,051																
Chlorine.Mg/l	1.23	Fluoride.Mg/l	0.8	Hardness. Mg/l	90	Iron. Mg/l	0.03	Nitrate.Mg/l													
Well																					
Date	4/25/2023																				
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	
Well # 7	26	14	12	120																	
Well # 9	24	12	12	100																	
Well # 10	24	8	16	120																	
Well # 11	30	14	16	240																	
Water Meters																					
	New Installs				Read In																
	Replace Meter				Read Out																
	Replace Radio Read				Shut off For nonpayment																
	Repair																				
Fire Hydrants	New Install				Flush Hyd				Repair Hyd												
Water Plant																					
Water Tower																					
Reservoir																					
Dist. System																					
Wells	4/4/2023 - Northway well cleaned Well #11 4/25/2023 - Tested Wells 7-9-10-11 no issues.																				
Other																					



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

April 28, 2023

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

DALLAS CENTER, IOWA
HIGHWAY 44 DISTRIBUTION MAIN REPLACEMENT
PARTIAL PAYMENT ESTIMATE NO. 1

Enclosed is a copy of Partial Payment Estimate No. 1 for the Highway 44 Distribution Main Replacement project. Partial Payment Estimate No. 1 is in the amount of \$180,264.59.

Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 1 and would recommend its approval and payment.

Partial Payment Estimate No. 1 covers work during the month of April 2023. During the month of April 2023 Max Smith Construction, LLC was able to install the pipe on the Priority 1 portion of the project. The work remaining to be completed on the project includes all of Priority 2 as well as completing work to finish the Priority 1 portion of the project.

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

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:paj

212194

Enclosure

Cc: Ralph Brown, Brown, Fagen & Rouse
Shellie Schaben, City of Dallas Center



VEENSTRA & KIMM, INC.

3000 Westown Parkway West Des Moines, Iowa 50266-1320

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

Date: April 28, 2023

PAY ESTIMATE NO. 1

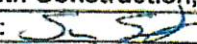

Project Title	Highway 44 Distribution main Replacement Dallas Center, Iowa		Contractor	Max Smith Construction, LLC 1681 E. Adgams St. Creston, IA 50801
Original Contract Amount & Date	\$336,622.80	October 11, 2022	Pay Period	April 1, 2023 - April 28, 2023

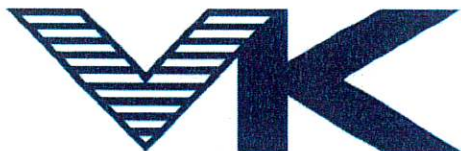
BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	6" Water Main in Open Cut	LF	3090	\$ 35.13	\$ 108,551.70	3,060	\$ 107,497.80
1.2	6" Water Main Directionally Bore	LF	1460	\$ 51.00	\$ 74,460.00	1,460	\$ 74,460.00
1.3	6" Gate Valve	EA	6	\$ 1,397.20	\$ 8,383.20	2	\$ 2,794.40
1.4	Hydrant Assembly	EA	1	\$ 7,000.00	\$ 7,000.00		\$ -
1.5	Connections to Existing - T 1	EA	1	\$ 7,129.50	\$ 7,129.50		\$ -
1.6	Connections to Existing - T 2	EA	1	\$ 7,129.50	\$ 7,129.50		\$ -
1.7	Service Transfers - 1.5"	LS	7	\$ 1,624.50	\$ 11,371.50		\$ -
1.8	Seeding	ACRE	4	\$ 3,000.00	\$ 12,000.00		\$ -
1.9	Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
1.10	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
2.1	6" Water Main in Open Cut	LF	730	\$ 35.13	\$ 25,644.90		
2.2	6" Water Main Directionally Bore	LF	550	\$ 49.75	\$ 27,362.50		
2.3	6" Gate Valve	EA	5	\$ 1,397.20	\$ 6,986.00		
2.4	Hydrant Assembly	EA	1	\$ 7,000.00	\$ 7,000.00		
2.5	Connections to Existing - T 1	EA	1	\$ 7,054.00	\$ 7,054.00		\$ -
2.6	Connections to Existing - T 2	EA	1	\$ 7,054.00	\$ 7,054.00		\$ -
2.7	Service Transfers - 1.5"	LS	4	\$ 1,624.00	\$ 6,496.00		
2.8	Seeding	ACRE	1	\$ 3,000.00	\$ 3,000.00		\$ -
2.9	Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00		\$ -
2.10	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00		\$ -
	TOTAL CONTRACT				\$ 336,622.80		\$ 189,752.20

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$336,622.80	\$ 189,752.20
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 336,622.80	\$ 189,752.20
		Materials Stored	\$ -
Value of Completed Work and Materials Stored		\$	189,752.20
		Less Retained Percentage (5%)	\$ 9,487.61
		Net Amount Due This Estimate	\$ 180,264.59
Less Estimate(s) Previously Approved	No.1		
	No.2		
	No.3		
	No.4		
	No.5		
	No.6		
	No.7		
	No.8		
	No.9		
	No.10		
	No.11		
	No.12		
Less Total Pay Estimates Previously Approved		\$	-
		Amount Due This Estimate	\$ 180,264.59

The amount \$ 180,264.59 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Max Smith Construction, LLC	Veenstra & Kimm, Inc.	City of Dallas Center
Signature: 	Signature: 	Signature:
Name: SEAN SMITH	Name: H. R. Veenstra Jr.	Name:
Title: OWNER	Title: Project Manager	Title:
Date: 4/28/2023	Date: April 28, 2023	Date:



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

April 27, 2023

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

DALLAS CENTER, IOWA
OUTDOOR COMMUNITY SWIMMING POOL
PAYMENT APPLICATION NO. 9

Enclosed is Payment Application No. 9 submitted by Sande Supply and Construction Company, Inc. for the Outdoor Community Swimming Pool project. Partial Payment Application No. 9 is in the amount of \$489,329.27.

Veenstra & Kimm, Inc. has reviewed Partial Payment Application No. 9 and would recommend its approval.

Through Partial Payment Estimate No. 9, Sande Supply and Construction Company, Inc. has completed approximately 78% of the work on the project. Approximately \$1,100,000 of work remains to be completed on the project.

During the month of April, Sande Supply and Construction Company, Inc. was able to make up some of the lost schedule time on the project. Based on the current status of construction the estimate of completing the project during the second week of June 2023 still appears to be realistic.

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

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:rsb
212191
Enclosure

Cc: Ralph Brown, Brown, Fagen & Rouse
Shellie Schaben, City of Dallas Center

AIA[®] Document G702[™] - 1992

Application and Certificate for Payment

TO OWNER: City of Dallas, Center
1502 Walnut St
Dallas Center, IA 50063

PROJECT: Dallas Center Pool (EXEMPT)

APPLICATION NO: 9
PERIOD TO: 4/30/2023

FROM CONTRACTOR: Sande Construction and Supply VIA ARCHITECT:
1111 16th Avenue North
Humboldt, IA 50548

CONTRACT FOR: ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACT DATE: _____

PROJECT NOS: F-22-1803 / _____

Distribution to:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703[™], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 4,819,975.00
2. NET CHANGE BY CHANGE ORDERS	\$ 168,616.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 4,988,591.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 3,896,684.75

5. RETAINAGE:

a. 5.00% of Completed Work (Columns D + E on G703)	\$ 194,834.25
b. % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 194,834.25

6. TOTAL EARNED LESS RETAINAGE

(Line 4 minus Line 5 Total) \$ 3,701,850.50

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 3,212,521.23

8. CURRENT PAYMENT DUE

(Line 3 minus Line 6) \$ 489,329.27

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6) \$ 1,286,740.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 168,616.00	\$ _____
Total approved this month	\$ 168,616.00	\$ _____
TOTAL	\$ 168,616.00	\$ _____
NET CHANGES by Change Order	\$ 168,616.00	\$ _____

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

CONTRACTOR: Sande Construction and Supply
By: _____ Date: 4/27/23
State of: Iowa

County of: Dallas
Subscribed and sworn to before me this _____ day of April 2023

Notary Public: J. W. Wither
My commission expires: 11-13-24

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 489,329.27
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 4/27/2023

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contract Documents signed certification is attached.
 In tabulations below, amounts are in US dollars.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9
 APPLICATION DATE: 4/27/2023
 PERIOD TO: 4/30/2023
 ARCHITECT'S PROJECT NO: P-22-1803

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			B FROM PREVIOUS APPLICATION (D+E)	F MATERIALS PRESENTLY STORED (Not in D or E)				
01	General Conditions	468,795.00	331,277.00		90,638.50	421,915.50	46,879.50	21,095.78
02	Sitework	725,000.00	556,250.00		96,250.00	652,500.00	72,500.00	32,625.00
03	SWPPP	35,000.00	25,000.00		3,000.00	28,000.00	7,000.00	1,400.00
04	Fencing	40,116.00					40,116.00	
05	Reinforcing Steel	186,500.00	174,080.00		3,095.00	177,175.00	9,325.00	8,858.75
06	Building Concrete	216,000.00	216,000.00			216,000.00		10,800.00
07	Pool Concrete	525,000.00	420,000.00		94,500.00	514,500.00	10,500.00	25,725.00
08	Pool Deck Concrete	103,500.00	15,000.00			15,000.00	88,500.00	750.00
09	Exterior Concrete	52,429.00					52,429.00	
10	Masonry	224,421.00	156,000.00		57,199.95	213,199.95	11,221.05	10,660.00
11	Carpentry	168,000.00	50,400.00		50,400.00	100,800.00	67,200.00	5,040.00
12	Roofing/Soffit/Fascia	75,500.00	10,000.00			10,000.00	65,500.00	500.00
13	Caulking	40,000.00					40,000.00	
14	Doors/Frames	61,000.00	10,000.00			10,000.00	51,000.00	500.00
15	Colling Doors	31,350.00					31,350.00	
16	Glass/Glazing	5,000.00					5,000.00	
17	Finishes	10,500.00					10,500.00	
18	Paint	85,483.00					85,483.00	
19	Specialties	64,481.00	34,344.30			34,344.30	30,136.70	1,717.22
20	Pool Accessories/Spray Feature	178,000.00	80,000.00		20,000.00	100,000.00	78,000.00	5,000.00
21	Mechanical/Pool Piping	1,098,900.00	995,000.00		50,000.00	1,045,000.00	53,900.00	52,250.00
22	Electrical	425,000.00	305,000.00		50,000.00	355,000.00	70,000.00	17,750.00
23	Change Order 2	3,250.00	3,250.00			3,250.00		162.50
24	Change Order 3	165,366.00					165,366.00	
GRAND TOTAL								

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AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Columns for Contracts where variable retainage for line items may apply.

APPLICATION NO: 9
 APPLICATION DATE: 4/27/2023
 PERIOD TO: 4/30/2023
 ARCHITECT'S PROJECT NO: 22-1803

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
<p style="font-size: 2em; opacity: 0.5; transform: rotate(-45deg);">RETURNED TO ARCHITECT</p>									
Totals		4,988,591.00	3,381,601.30	515,083.45			3,896,684.75	1,091,906.25	194,834.25
GRAND TOTAL									

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

May 2, 2023

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

DALLAS CENTER, IOWA
CROSS COUNTRY ESTATES PLAT 6
LOW PRESSURE SEWER
PARTIAL PAYMENT ESTIMATE NO. 1

Enclosed is a copy of Partial Payment Estimate No. 1 for the Cross Country Estates Plat 6 Low Pressure Sewer project. Partial Payment Estimate No. 1 is in the amount of \$47,395.50.

Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 1 and would recommend its approval and payment.

Partial Payment Estimate No. 1 covers work for the entire project except for the surface restoration and seeding portions of the project.

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

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:paj

212189

Enclosure

Cc: Ralph Brown, Brown, Fagen & Rouse
Shellie Schaben, City of Dallas Center



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

Date: May 2, 2023

PAY ESTIMATE NO. 1

Project Title	Cross Country Estates Plat 6 Low Pressure Sewer		Contractor	Concrete & More, LLC [REDACTED]
Original Contract Amount & Date	\$52,390.00	July 12, 2022	Pay Period	July 12, 2022 through May 1, 2023

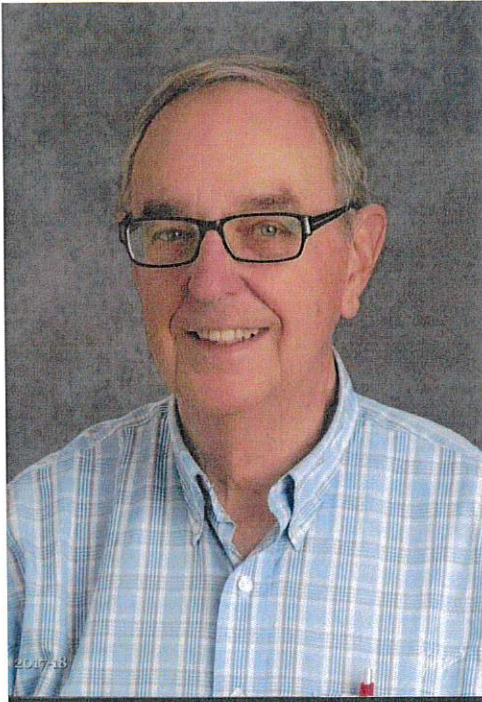
BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	4" Low Pressure Sewer Directional Boring Only	LF	260	\$ 24.00	\$ 6,240.00	260	\$ 6,240.00
1.2	4" Low Pressure Sewer Open Cut or Directional Boring at Contractor Option	LF	1,600	\$ 24.00	\$ 38,400.00	1,600	\$ 38,400.00
1.3	6"x4" Tapping Sleeve and Valve	EA	1	\$ 2,450.00	\$ 2,450.00	1	\$ 2,450.00
1.4	7" PCC Concrete Pavement Patch	SY	20	\$ 90.00	\$ 1,800.00	20	\$ 1,800.00
1.5	Surface Restoration and Seeding	LS	1	\$ 2,500.00	\$ 2,500.00		\$ -
1.6	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
	TOTAL CONTRACT				\$ 52,390.00		\$ 49,890.00

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$52,390.00	\$ 49,890.00
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 52,390.00	\$ 49,890.00
Materials Stored		\$	-
Value of Completed Work and Materials Stored		\$	49,890.00
Less Retained Percentage (5%)		\$	2,494.50
Net Amount Due This Estimate		\$	47,395.50
Less Estimate(s) Previously Approved	No.1		
	No.2		
	No.3		
	No.4		
	No.5		
	No.6		
	No. 7		
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved		\$	-
		Amount Due This Estimate	\$ 47,395.50

The amount \$ 47,395.50 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Concrete & More, LLC	Veenstra & Kimm, Inc.	City of Dallas Center
Signature: <i>Brian Slaughter</i>	Signature: <i>H. R. Veenstra Jr.</i>	Signature:
Name: Brian Slaughter	Name: H. R. Veenstra Jr.	Name:
Title: owner	Title: Project Manager	Title:
Date: 2-May-23	Date: <i>May 2, 2023</i>	Date:



Robert King, Dallas Center

Bob has contributed to the enhancement of several city parks, beautification and long-term planning efforts, and leadership for the volunteer non-emergency transportation and Meals on Wheels programs. Bob leads the Healthy Hometown Group for Dallas Center. This committee is charged with bringing together and coordinating with representatives of all City Boards, staff, major social groups, and employers in Dallas Center.

Bob is currently leading this group in the coordination of 16 collaborative projects aimed at improving the physical, emotional, social, and economic health of Dallas Center residents. He has been a key stakeholder in the development of a comprehensive parks plan, helping to implement environmental projects to increase access to safe and accessible spaces for residents to walk, play, and recreate. These include adding accessible playspace into a current park, and accessible trails connecting areas of town with insufficient sidewalks to the schools. In addition to the parks plan, he has raised funds and led projects to improve accessibility and amenities such as concessions and exercise equipment along trails and the athletic complex, and has coordinated the planting and maintenance of over 80 trees throughout Dallas Center. Bob was instrumental in the establishment of Dallas Center's newest park, Heritage Park, and its outdoor ice rink, which has become a hub for winter events for residents.

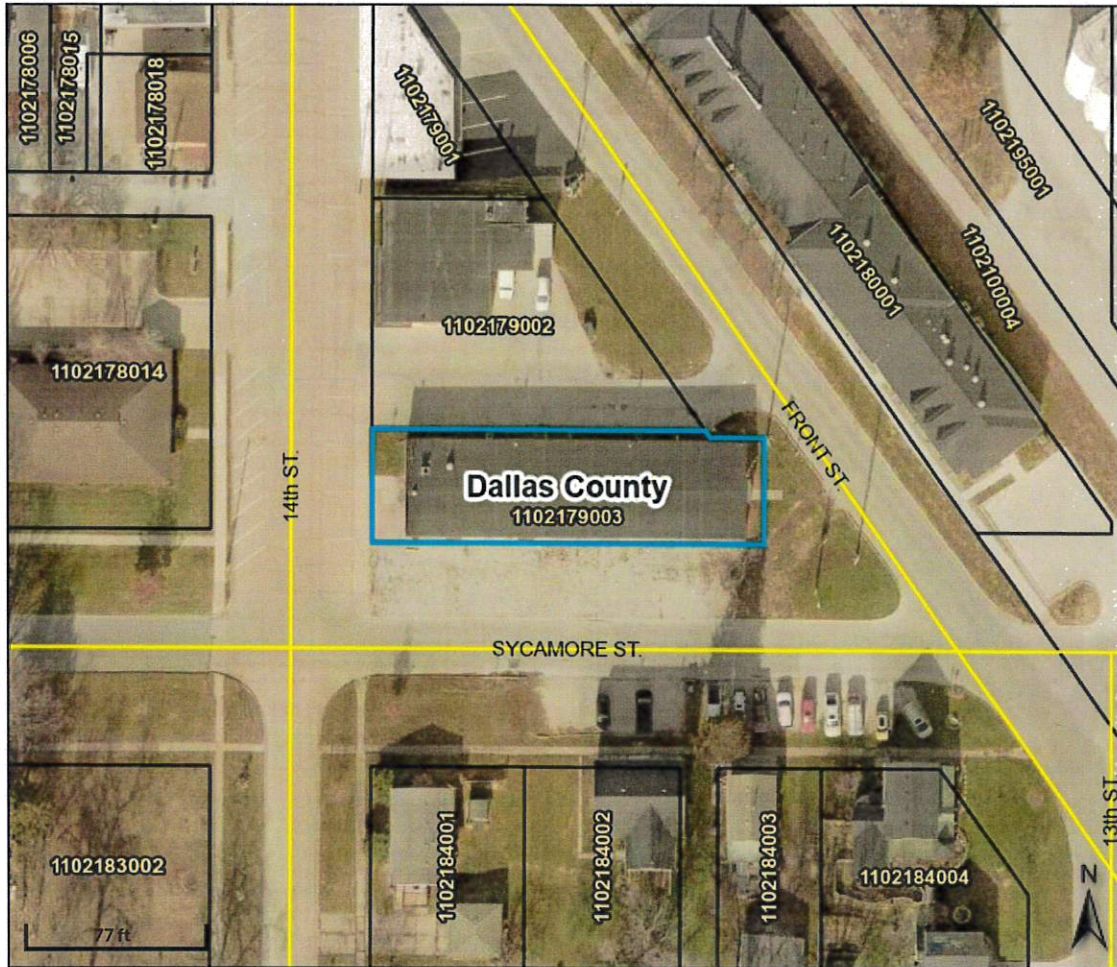
He is currently coordinating efforts to add amenities to the Dallas Center Swimming Pool that will increase use of the attraction. These projects will continue to impact the community long after Bob "retires" from his volunteer duties.

Bob is the president and key facilitator of the Sustaining Active Independent Living in Dallas Center (SAIL-DC) program. Under Bob's leadership, 8 SAIL-DC volunteers (including himself) provide homebound individuals nearly 150 trips annually to medical appointments, the grocery store, and other locations integral to their well-being, allowing residents to stay independent in their homes.

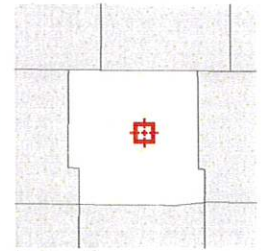
These volunteer visits provide homebound individuals much needed socialization to help curb the negative impacts of isolation. In recent years, the program has expanded provide snow removal services. Using students at the local middle school during the week and community volunteers on the weekend, Bob leads the charge, shoveling and snow blowing driveways and sidewalks to prevent injury among those that are ill, frail, or disabled.

Bob regularly serves the city of Dallas Center as a volunteer grant writer. He spends a great deal of time completing intensive grant applications, hunting down key facts and figures needed for the applications, and organizing community efforts to raise matching funds used to demonstrate community support to funders. Through Bob's grant writing efforts, the City of Dallas Center has received over \$250,000 to create parks, enhance play equipment at existing parks, and install accessible trailways.

In addition to his involvement with the City, Bob coordinates the Meals on Wheels program for Dallas Center, and has served on the Dallas Center Rotary, Parks & Recreation Board, Dallas Center Betterment Foundation, and the Dallas Center Fall Festival Committee. Bob's incredible impact on his community led him to receive the Healthiest State Individual Award in 2020. March 11, 2022 was declared as Bob King Appreciation Day in Dallas Center.



Overview



Legend

-  Parcels
-  USA Major Highways
-  Limited Access
-  Highway
-  Major Road
-  Local Road
-  Minor Road
-  Other Road
-  Ramp
-  Ferry
-  Pedestrian Way
-  City Limits

Parcel ID	1102179003	Alternate ID	n/a	Owner Address	508 DC LLC
Sec/Twp/Rng	2-79-27	Class	C		1706 BURR OAK DR
Property Address	508 14TH ST	Acreage	n/a		WEST DES MOINES, IA 50266
	DALLAS CENTER				
District	560000				
Brief Tax Description	S43' & 5' ALONG S & TRI PIECE ON E SIDE BLK 37				
	(Note: Not to be used on legal documents)				

Date created: 5/2/2023
 Last Data Uploaded: 5/1/2023 9:19:59 PM

Developed by  **Schneider**
 GEOSPATIAL

RESOLUTION NO. 2023-24

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY AND 508 D.C. LLC, AN IOWA LIMITED LIABILITY COMPANY REGARDING THE PAVING OF A PORTION OF THE SYCAMORE STREET RIGHT-OF-WAY ADJACENT TO THEIR PROPERTY IN BLOCK 37 IN THE ORIGINAL TOWN OF DALLAS CENTER, DALLAS COUNTY, IOWA

WHEREAS, 508 D.C. LLC, an Iowa limited liability company, ("508 D.C.") own the following described real estate in the City:

The South 43 feet of Block 37 in the Original Town, now City of Dallas Center, Iowa, and commencing at the Southwest corner of said Block 37, thence East along the South border line of said Block 37, 167.5 feet thence South 5 feet, thence West 167.5 feet, thence North 5 feet to the place of beginning; and commencing at the Southeast corner of said Block 37, thence straight North 40 feet, thence West 15.5 feet more or less to East line of said Block 37, thence Southeasterly along the East line of said Block 37 to the point of beginning.

; and

WHEREAS, the City owns the one hundred (100) foot wide Sycamore Street right-of-way running east and west and located directly south of the building on the 508 D.C. property, only a portion of which is paved as a street; and

WHEREAS, 508 D.C. desires, at its cost, to pave all or a part of the Sycamore Street right-of-way south of the building on the 508 D.C. property and extending to the paved portion of Sycamore Street; and

WHEREAS, public utilities may now be located within the street right-of-way, and may need in the future to be located within the street right of-way; and

WHEREAS, the City is willing to permit 508 D.C. to pave a portion of the street right-of-way south of the building, but only under certain terms and conditions as set forth in detail

in an Agreement between it and the City, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the Agreement between the City and 508 D.C. LLC (a copy of which is attached as Exhibit "A" to this Resolution) is approved, and the Mayor and Clerk are authorized to sign the Amendment.

IT IS FURTHER RESOLVED that once signed the Clerk will cause the Agreement to be filed with the Dallas County Recorder, with the recording fees advanced by the City to be reimbursed by 508 D.C. LLC.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of May, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

**PREPARED BY
& RETURN TO:**

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

AGREEMENT

THIS AGREEMENT is entered into as of the 9th day of May, 2023, by and between **THE CITY OF DALLAS CENTER, IOWA**, a municipal corporation, (the "City") and **508 D.C. LLC**, an Iowa limited liability company, of 508 14th Street, Dallas Center, Iowa ("**508 D.C.**").

WHEREAS, 508 D.C. owns the following described real estate in the City:

The South 43 feet of Block 37 in the Original Town, now City of Dallas Center, Iowa, and commencing at the Southwest corner of said Block 37, thence East along the South border line of said Block 37, 167.5 feet thence South 5 feet, thence West 167.5 feet, thence North 5 feet to the place of beginning; and commencing at the Southeast corner of said Block 37, thence straight North 40 feet, thence West 15.5 feet more or less to East line of said Block 37, thence Southeasterly along the East line of said Block 37 to the point of beginning.

; and

WHEREAS, the City owns the one hundred (100) foot wide Sycamore Street right-of-way running east and west and located directly south of the building on the 508 D.C. property, only a portion of which is paved as a street; and

WHEREAS, 508 D.C. desires, at its cost, to pave all or a part of the Sycamore Street right-of-way south of the building on the 508 D.C. property and extending to the paved portion of Sycamore Street; and

WHEREAS, public utilities may now be located within the street right-of-way, and may need in the future to be located within the street right of-way; and

WHEREAS, the City is willing to permit 508 D.C. to pave a portion of the street right-of-way south of the building, but only under certain terms and conditions as set forth in detail in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City will permit 508 D.C. at its cost, to pave all or a part of the Sycamore Street right-of-way south of the building on the 508 D.C. property and extending to the paved portion of Sycamore Street, as described above.

2. The City has and will have no responsibility to repair or maintain the paved portion of the street right-of-way after it has been constructed by 508 D.C.

3. In the event the City is required to construct, repair, maintain, or replace any public utility within the street right-of-way, the City has the right to do so, which action may necessitate the removal of all or a part of the paved portion of the street right-of-way. However, any restoration of the paved street right-of-way is solely the responsibility and expense of 508 D.C. and its successors in interest. The City has no responsibility to repair or restore the paved street right-of-way, or to contribute any sums of money toward such repair or restoration.

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

(signatures on following page)

CITY OF DALLAS CENTER

By _____
Daniel Beyer, Mayor

By _____
Shellie Schaben, City Clerk

508 D.C. LLC

By _____
Terry Aikin, Member

STATE OF IOWA :
: ss.
COUNTY OF DALLAS :

On this 9th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel Beyer and Shellie Schaben, 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. 2023-24 adopted on the 9th day of May, 2023, and that Daniel Beyer and Shellie Schaben acknowledged the execution of the Agreement to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :

On this _____ day of May, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry Aikin, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

_____, Notary Public
in and for the State of Iowa

RESOLUTION NO. 2023-25

**RESOLUTION APPROVING THE COMMUNITY ATTRACTION
AND TOURISM (CAT) GRANT AGREEMENT BETWEEN THE
CITY OF DALLAS CENTER AND THE ENHANCE IOWA BOARD**

WHEREAS, the City of Dallas Center (the "City") submitted an application to the Enhance Iowa Board (the "Board") requesting CAT assistance to help finance the construction of the Dallas Center Outdoor Community Swimming Pool Project; and

WHEREAS, on April 6, 2023, the Board unanimously voted to award the City a grant of \$250,000 under CAT Agreement No. 23-CAT-011; and

WHEREAS, the Board has submitted to the City a Grant Agreement (a copy of which is attached hereto as Exhibit "A"), which Agreement incorporates the terms and conditions of the Grant; and

WHEREAS, the Grant Agreement should be approved, and the Mayor authorized to execute and deliver the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the Community Attraction and Tourism (CAT) Grant Agreement between the City and the Enhance Iowa Board (a copy of which is attached as Exhibit "A" to this Resolution) is approved, and the Mayor is authorized to sign and deliver to the Board the Agreement and such other documents as the Board or the Board's legal counsel may reasonably request that are necessary to bind the City.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of May, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

**COMMUNITY ATTRACTION AND TOURISM (CAT)
GRANT AGREEMENT**

RECIPIENT: City of Dallas Center
CAT AGREEMENT NUMBER: 23-CAT-011
EFFECTIVE DATE: April 6, 2023
PROJECT NAME: Enhancing Dallas Center Community Facilities
TOTAL GRANT AMOUNT: \$250,000
PROJECT COMPLETION DATE: April 30, 2025

This **COMMUNITY ATTRACTION AND TOURISM ("CAT") GRANT AGREEMENT** is made by and between the **Enhance Iowa Board ("Board" or "Enhance Iowa")** and the **City of Dallas Center ("Recipient")**.

WHEREAS, the Community Attraction and Tourism (CAT) Program was established by the Iowa Legislature and the Governor of Iowa to support community projects that build on Iowa's unique assets and values and expand the recreational, cultural, educational, and entertainment opportunities in Iowa.

WHEREAS, Recipient submitted an application to the Enhance Iowa Board requesting CAT assistance to help finance the Project.

WHEREAS, the Enhance Iowa Board found the Project meets the requirements established for participation in the CAT Program.

WHEREAS, the Board, on April 6, 2023, unanimously voted to award a Grant of **\$250,000** to Recipient to assist in funding the Project, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and intending to be legally bound, the Enhance Iowa Board and Recipient agree to the following terms:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall apply:

1.1 **EFFECTIVE DATE** "Effective Date" means the date stated above on which the terms of this Agreement become in force and effect.

1.2 **GRANT** "Grant" means an award of assistance for which repayment of funds is not required upon fulfillment of the conditions of the award.

1.3 **GRANT AGREEMENT or AGREEMENT** "Grant Agreement" or "Agreement" means this document, the Project budget and all of the notes, leases, assignments, mortgages, and similar documents referred to in this document and all other instruments or documents executed by Recipient or otherwise required in connection with this grant.

1.4 **PROJECT** "Project" means the detailed description of the work, services, and other obligations to be performed or accomplished by Recipient as described in this Agreement, Program Description and Budget (Exhibit B), and the CAT Application as approved by the Board (Exhibit A).

1.5 **PROJECT COMPLETION DATE** "Project Completion Date" means April 30, 2025, which is the date by which the Project tasks are fully constructed and operational.

ARTICLE 2 **GRANT AGREEMENT DURATION**

2.1 **GRANT AGREEMENT DURATION** This Agreement shall be in effect on the Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Date and for the period after Project Completion Date during which the Iowa Economic Development Authority (IEDA) will conduct Project closeout procedures to verify that the Project was completed in compliance with the Agreement.

(b) *Repayment or Payment Obligation.* Until all outstanding amounts due to the Board, if any, are received by IEDA or all outstanding obligations to the Board are satisfied in full.

(c) *Agreement End Date.* Until IEDA has completed Agreement closeout procedures and provided Recipient with written Notice of Final Agreement Closeout. This Agreement shall terminate as of the date of the Notice of Final Closeout, which date shall be the Agreement End Date.

2.2 **SURVIVAL OF OBLIGATIONS** Section 2.1 shall not abrogate or otherwise affect the obligations, terms, and conditions that survive beyond the Agreement End Date, including but not limited to the following sections of this Agreement: Section 5.4 (Accounting Records), Section 5.5 (Documentation), and Section 5.8 (Conveyance of Project Property).

ARTICLE 3 **IDENTITIES OF THE PARTIES**

3.1 **ENHANCE IOWA BOARD** The **Enhance Iowa Board** is a public instrumentality of the State of Iowa that was legislatively created to organize, establish, oversee, and approve the administration of the Enhance Iowa Program and the Community Attraction and Tourism Program. Iowa Code Chapter 15F authorizes the Board and its programs. The Board's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315. The Enhance Iowa program is administered by IEDA. IEDA's address is 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315.

3.2 **RECIPIENT** The **City of Dallas Center** is an Iowa city located at 1502 Walnut Street, Dallas Center, IA 50063.

ARTICLE 4 **FUNDING**

4.1 **FUNDING SOURCE** The source of funding for the award is funds legally available to the Board in the Community Attraction and Tourism Fund established pursuant to Iowa Code Section 15F.204. The funds of the State of Iowa, other than those of the CAT Fund, are not obligated or available to meet any obligations of the Board created by this Agreement, and this Agreement shall not constitute an obligation or debt of the Board or the State except to the extent expressly described herein from funds on hand that are legally available for such purposes.

4.2 **RECEIPT OF FUNDS** All payments under this Agreement are subject to possession by the Board of sufficient funds for the CAT Program. Any termination, reduction, or delay of CAT funds to the Board may, in the Board's sole discretion, result in the termination, reduction, or delay of CAT funds to Recipient and/or termination of this Agreement.

ARTICLE 5
TERMS OF GRANT

5.1 **GRANT** The Board shall make a Grant up to the amount first stated herein to Recipient to assist in financing the Project, all subject to Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and the terms and conditions of this Agreement. A copy of Recipient's CAT Application describing the Project is an integral part of this Agreement and marked as Exhibit A.

5.2 **MAXIMUM PAYMENTS** It is expressly understood and agreed that the maximum amount to be paid to Recipient for Project activities shall conform to the budget as presented in the Program Description and Budget (Exhibit B). It is further understood and agreed that the total of all payments to Recipient for Project activities shall not exceed the Grant funds unless the amount is modified by written amendment of this Agreement.

5.3 **USE OF FUNDS** Recipient hereby agrees to construct and operate the Project as described in its CAT Application (Exhibit A) and the Project Description and Budget (Exhibit B). Recipient shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Agreement. Recipient shall allow the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations to inspect the Project facilities at all reasonable times to monitor and evaluate performance with Iowa law and the terms of this Agreement.

5.4 **ACCOUNTING RECORDS** Recipient shall maintain its books, records, and all other evidence pertaining to this Agreement in accordance with generally accepted accounting principles and such other procedures specified by the Board. Recipient shall account for all activity pertaining to the Agreement in a distinct and separate category within its accounting system. These records shall be available to the Board, its internal or external auditors, IEDA, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigations at all times during the duration of the Agreement and any extension thereof, and for three (3) years after the Agreement End Date.

5.5 **DOCUMENTATION** Within ten (10) days of receipt of a written request from the Board, Recipient shall deliver to IEDA,

- (i) Copies of all agreements or documents relating to the Project;
- (ii) Copies of all invoices, receipts, statements, or vouchers relating to the Project;
- (iii) A list of all unpaid bills for labor and materials in connection with the Project; and
- (iv) Budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

Recipient shall be bound by Section 5.5 from the Effective Date to the date three (3) years after the Agreement End Date.

5.6 **COST VARIATION** In the event that the actual total Project Cost is less than the amount specified in Exhibit B of the Agreement, the Grant funds shall be reduced by the same ratio as the actual total Project Cost divided by the total Project Cost listed in Exhibit B. Any reimbursed excess above the reduced Grant funds amount shall be returned to IEDA.

Example:

If the total amount spent to complete the project is less than the total Project Cost specified in Exhibit B of the Grant Agreement, the Board or IEDA shall calculate the amount of Grant funds to be returned as follows: first, the total amount spent to complete the project is subtracted from the total Project Cost listed in Exhibit B to determine the change in Project Cost. Second, the change in Project Cost is divided

by the total Project Cost listed in Exhibit B. Third, this percentage is multiplied by the original Grant award. The product is the amount of the Grant award that Recipient shall return to IEDA.

Numbers from Exhibit B of the Agreement

- The funded project had a total project cost listed in Exhibit B of \$1,000,000
- The funded project had a total Grant funds listed in Exhibit B of \$200,000

Completed project numbers

- The project, when completed, had a total cost of \$900,000

Calculation of the amount to be returned

1. The actual total Project Cost (\$900,000) is subtracted from the total Project Cost listed in Exhibit B (\$1,000,000). This amount equals \$100,000.
2. \$100,000 divided by \$1,000,000 equals 10%.
3. 10% multiplied by \$200,000 equals \$20,000. **Recipient shall return \$20,000 to IEDA.**

5.7 **PRIOR COSTS** No expenditures made prior to the Effective Date may be included as Project Costs for the purposes of this Agreement.

5.8 **CONVEYANCE OF PROJECT PROPERTY** From the Effective Date to the date three (3) years after the Agreement End Date, Recipient shall not sell, transfer, convey, assign, encumber, or otherwise dispose of all or any portion of the Project property as described in Exhibit A without the written permission of the Board. Permission may be withheld in the sole discretion of the Board.

Should the Board grant permission to Recipient to sell, transfer, convey, assign, encumber, or otherwise dispose of any Project property, Recipient shall repay the full amount of the Grant award plus a pro-rata share of the profits realized by the sale of the Project property. The percentage of profit to be allocated to the Board shall be commensurate with the financial assistance contributed to the Project by the Board. The Board may waive its right to reimbursement, in whole or in part, if the Board determines, in its sole discretion, that the public interest would best be served thereby.

ARTICLE 6
CONDITIONS TO REIMBURSEMENT AND DISBURSEMENT OF FUNDS

6.1 **CONDITIONS TO REIMBURSEMENT** All of the following conditions shall be met before IEDA disburses Grant funds to Recipient:

(a) **AGREEMENT EXECUTED** This Grant Agreement shall be properly executed and returned to the Board within forty-five (45) days of the Board's transmittal of the final Agreement to Recipient.

(b) **BINDING FINANCIAL COMMITMENTS** Recipient shall obtain, to the satisfaction of the Board, all other legally binding financial commitments necessary to complete the Project. Failure to secure and submit documentation of such commitments to IEDA by July 5, 2023 may result in the rescission of the award and termination of this Agreement.

(c) **SUBMISSION OF RECIPIENT DOCUMENTATION** Prior to making any distribution of Grant funds, Recipient shall have submitted the following documents to IEDA:

For City/County recipient:

- (i) A resolution of the City Council authorizing the execution and delivery by Recipient of this Agreement and such other documents as the Board or the Board's legal counsel may

reasonably request and specifying the officer(s) authorized to execute the Agreement and such other documents that are necessary to bind Recipient.

- (ii) Evidence acceptable to the Board or the Board's legal counsel of all other funding sources that have been committed to this Project.
- (iii) Form "W-9, Request for taxpayer identification number and certification."

6.2 REIMBURSEMENT OF FUNDS Grant funds are disbursed on a reimbursement basis. Recipient shall request reimbursement by submitting the request in the form designated by IEDA and submitting a Project progress report as described in Section 8.1(c) (Reports). The reimbursement form shall itemize Recipient's total actual allowable expenses. Expenses shall be documented in a manner acceptable to IEDA. Recipient shall also submit a Project progress report in the form designated by IEDA with each request for reimbursement.

IEDA will review the request and, if Recipient has met the requirements for reimbursement, will make the appropriate disbursement from the CAT Fund. The reimbursement will be limited to a pro-rata portion of Recipient's allowable expenses for the relevant period. No disbursements under \$500 will be made, except for the final draw of Grant funds.

(a) **RETAINAGE** Five percent (5%) of the Grant award will be withheld from disbursement until Agreement closeout procedures have been completed.

(b) **REIMBURSEMENT RATIO** When calculating the reimbursement ratio, IEDA will make an adjustment for up to twenty-five percent (25%) of the local match amount to be in-kind donations. The reimbursement ratio is calculated by dividing the Grant funds by the difference between the total Project Cost and the adjusted in-kind allowance.

Example:

Numbers from Exhibit B of the Agreement

- Total Project Cost: \$1,144,000
- Grant funds: \$200,000
- Local Match: \$944,000

In-kind allowance

- Local Match (\$944,000) multiplied by 25% equals \$236,000

Calculation of the reimbursement ratio

- The difference between the total Project Cost (\$1,144,000) and the in-kind allowance (\$236,000) equals \$908,000.
- The Grant funds (\$200,000) divided by \$908,000 equals 22%.
- The reimbursement ratio of Grant funds is 22%.

(c) **METHOD OF PAYMENT** Prior to reimbursement, Recipient shall specify the account to receive funds.

(d) **SUSPENSION OF REIMBURSEMENT** Upon the occurrence of an Event of Default as defined in this Agreement by Recipient, IEDA may suspend payment to Recipient until the default has been cured to the Board's satisfaction. Notwithstanding anything to the contrary in this Agreement, upon a termination of this Agreement because of an Event of Default by Recipient, Recipient will no longer have the right to receive any reimbursements after the date of the Event of Default.

(e) **INVESTMENT OF GRANT FUNDS** In the event that the Grant funds are not immediately utilized, temporarily idle Grant funds held by Recipient may be invested, provided that such investments shall be in accordance with Iowa law, including but not limited to the provisions of Iowa Code Chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Grant funds held by Recipient shall be credited to and expended on the Project prior to the expenditure of other Grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IEDA within thirty (30) days after the Project Completion Date. Within ten (10) days of receipt of a written request from the Board or IEDA, Recipient shall inform the Board in writing of the amount of unexpended Grant funds in Recipient's possession or under Recipient's control, whether in the form of cash on hand, investments, or otherwise.

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Board to make the Grant award referred to in this Agreement, Recipient represents, covenants, and warrants that:

7.1 **AUTHORITY** Recipient is duly organized and validly existing under the laws of the State and is in good standing and has complied with all applicable laws of the State of Iowa. Recipient is duly authorized and empowered to execute and deliver this Agreement. All action on the part of Recipient, such as appropriate resolution of its governing body for the execution and delivery of the Agreement, has been effectively taken.

7.2 **FINANCIAL INFORMATION** All financial statements and related materials concerning Recipient and the Project provided to the Board are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION** The contents of the CAT Application submitted by Recipient to the Board for CAT funding completely and accurately represents Recipient and the Project as of the date of submission and there has been no material adverse change in the organization, operation, Recipient prospects, fixed properties, key personnel, or Project plan since the date Recipient submitted the CAT Application to the Board.

7.4 **LITIGATION AND OTHER CONTROVERSIES** There is no litigation or governmental proceeding pending, nor to the knowledge of Recipient, threatened, against Recipient which, if adversely determined would be substantially likely to result in any material adverse change in Recipient's ability to complete the Project or the financial condition, properties, business or operations of the Project, nor is Recipient aware of any existing basis for any such litigation or governmental proceeding.

7.5 **EFFECTIVE DATE** The covenants, warranties, and representations of this Article are made as of the date of this Agreement and shall be deemed to be renewed and restated by Recipient when each advance or request for reimbursement of funds is submitted.

7.6 **PROJECT COST** Based on all information known or that should be known by Recipient, the estimated cost of the Project is \$2,521,095. If the estimated cost of the Project changes by more than five percent (5%), Recipient shall notify the Board within thirty (30) days of identifying that the Project Cost has changed. Upon notice of change in the estimated cost of the Project, the Board may exercise its discretion to adjust the reimbursement ratio accordingly.

ARTICLE 8 **COVENANTS OF RECIPIENT**

8.1 **AFFIRMATIVE COVENANTS** Until the terms of this Agreement are fulfilled, Recipient covenants to the Board that:

(a) **PROJECT WORK; OPERATION AND MAINTENANCE** Recipient shall complete the Project by April 30, 2025. For the purposes of this section, "complete" means the Project is fully constructed and operational at a level acceptable to the Board. For the duration of this Agreement, Recipient shall operate and maintain the Project facilities at a level acceptable to the Board.

(b) **NOTICE OF PROCEEDINGS** Recipient shall promptly notify the Board of the initiation of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that would adversely impact the Project.

(c) **REPORTS** Recipient shall prepare, sign, and submit the requests and reports as specified below in the form and content specified by the Board. Recipient shall review all reimbursement requests and verify that claimed expenditures are allowable costs and submit Project progress reports with each reimbursement request. Recipient shall maintain documentation adequate to support the claimed costs. Upon request of the Board or IEDA, Recipient shall submit:

- (i) Annual audited financial statements.
- (ii) Certified year-end financial statements or balance sheets.
- (iii) Final Performance or Audit Reports.

The Board reserves the right to require more frequent submission of any of the above reports if, in the opinion of the Board, more frequent submissions would help improve Recipient's Project performance.

(d) **NOTICE OF MEETINGS** Recipient shall notify the Board at least ten (10) working days in advance of all meetings of its governing body at which the subject matter of this Agreement or Project is proposed to be discussed. Recipient shall provide the Board with copies of the agenda and minutes of such meetings and expressly agrees that a representative of the Board may attend all such meetings for the purposes of the discussion of this Project.

(e) **INDEMNIFICATION** Recipient shall indemnify, defend, and hold harmless the Board; IEDA; the State of Iowa; and its departments, divisions, agencies, sections, commissions, officers, employees, and agents from and against all losses, liabilities, penalties, fines, damages, and claims, including but not limited to taxes, and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest, and penalties arising from or in connection with any of the following:

- (i) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from the Project;
- (ii) Any claim, demand, action, citation, or legal proceeding arising out of or resulting from a breach by Recipient of any representation or warranty made by Recipient in the Agreement;
- (iii) Any claim, demand, action, citation, or legal proceeding arising out of or related to occurrences that Recipient is required to insure against as provided for in this Agreement; and
- (iv) Any claim, demand, action, citation, or legal proceeding that results from an act or omission

of Recipient or any of its agents in its capacity as an employer of a person.

(f) **RELEASE** Recipient shall release, discharge, and relinquish the Board; all Board members; IEDA; the State of Iowa; and all departments, divisions, agencies, sections, commissions, officers, employers, agents, contractors, associates, and affiliates of the State of Iowa from any and all liability resulting from or related to the termination, suspension, reduction, or delay of grant proceeds under this contract, including but not limited to a termination, suspension, reduction, or delay under the following sections of this Agreement: Section 4.2 (Receipt of Funds), Section 6.2(d) (Suspension of Reimbursement), Section 9.5 (Remedies Upon Default), Section 9.6 (Termination for Convenience), and Section 9.7 (Procedure Upon Termination).

(g) **PROJECT FEES** Recipient shall promptly pay all appraisal, survey, recording, title, license, permit, and other fees and expenses incurred incident to the Project funded by this Agreement.

(h) **INTEREST AND SURPLUS PROCEEDS** Recipient shall return all unexpended Grant funds and interest accrued on Grant funds to IEDA within thirty (30) days after the Project Completion Date.

8.2 **NEGATIVE COVENANTS** Throughout the terms of this Agreement, Recipient shall not, without prior written disclosure to the Board and prior written consent of the Board:

(a) **RECIPIENT'S INTEREST** Assign, waive, or transfer any of Recipient's rights, powers, duties, or obligations under this Agreement.

(b) **PROPERTY/COLLATERAL** Sell, transfer, convey, assign, encumber, or otherwise dispose of any of the real property for the Project.

(c) **RESTRICTIONS** Place or permit any restrictions, covenants, or any similar limitations on the real property or the Project.

(d) **REMOVAL OF PROJECT PROPERTY** Remove from the Project site or the State all or any part of the Project property.

(e) **RECIPIENT OWNERSHIP** Change the ownership, structure, or control of Recipient including but not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of Recipient's assets directly associated with the Project, if such change materially affects the Project. Recipient shall notify the Board forty-five (45) days prior to any change in Recipient's ownership, structure, or control. A change in board membership of Recipient, which takes place in the normal course of business, does not require Board consent. The Board has sole discretion to determine whether the change materially affects the Project. The Board shall not unreasonably withhold consent and will notify Recipient prior to the expiration of the 45-day period if it determines that the change in ownership, structure, or control does not materially affect the Project and therefore does not require Board consent.

(f) **RECIPIENT OPERATION** Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in Recipient's approved CAT Application (Exhibit A), unless the change is approved in writing by the Board. The Board shall determine the materiality of the change.

ARTICLE 9 **DEFAULT; REMEDIES; AND TERMINATION**

9.1 **NOTICE OF EVENT(S) OF DEFAULT** Recipient shall promptly notify the Board upon becoming aware of an actual or imminent Event of Default by Recipient.

9.2 **EVENT(S) OF DEFAULT** Each of the following shall constitute an Event of Default under this Agreement:

(a) **MATERIAL MISREPRESENTATION** Any representation, warranty or statement made or furnished to the Board by, or on behalf of, Recipient in connection with this Agreement or to induce the Board to make a Grant to Recipient shall be determined by the Board to be incorrect, false, misleading, or erroneous in any material respect when made or furnished.

(b) **NONCOMPLIANCE** Recipient fails to comply with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), or any of the covenants, terms or conditions contained in this Agreement or documents executed pursuant to this Agreement.

(c) **FAILURE TO COMPLETE PROJECT** The Project, in the sole judgment of the Board, is not completed on or before the Project Completion Date. For the purposes of this section, "completed" means the Project is fully constructed and operational.

(d) **FAILURE TO OPERATE AND MAINTAIN** Recipient fails to operate and maintain the Project facilities for the duration of this Agreement.

(e) **RECIPIENT CHANGES** There is a material change in Recipient's ownership, structure, or control that occurs without the prior written disclosure to and, if required, written consent of the Board.

(f) **MISSPENDING** Recipient expends Grant funds for purposes not described in the CAT Application as approved by the Board (Exhibit A) or the Program Description and Budget (Exhibit B).

(g) **INSOLVENCY OR BANKRUPTCY** Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or Recipient applies for or consents to the appointment of a trustee or receiver for Recipient or for the major part of its property; or if a trustee or receiver is appointed for Recipient or for all or a substantial part of the assets of Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against Recipient and, if instituted against Recipient, are consented to, or, if contested by Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(h) **INSURANCE** Loss, theft, damage, or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of the Board, there is insufficient insurance coverage.

(i) **INSECURITY** The Board in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Agreement or the performance of or observance of the covenants in this Agreement or the value of its collateral is or will be materially impaired.

(j) **CONVEYANCE OF RESPONSIBILITIES** Recipient assigns, waives, or transfers any of Recipient's rights, powers, duties, or obligations under this Agreement without written permission of the Board.

(k) **CONVEYANCE OF PROPERTY** Recipient sells, transfers, conveys, assigns, encumbers, or otherwise disposes of any real property of the Project without written permission of the Board.

(l) **NO DISBURSEMENT OF FUNDS** IEDA has not disbursed CAT funds within the twelve (12) months immediately following the Effective Date.

9.4 **NOTICE OF DEFAULT** The Board shall issue a written notice of default providing therein a thirty (30) day period during which Recipient shall have an opportunity to cure. Notwithstanding this Section 9.4, if the Board determines cure is not possible or feasible, the Board may immediately deem Recipient in default without prior written notice or opportunity to cure.

9.5 **REMEDIES UPON DEFAULT** Upon the occurrence of any Event of Default, the Board shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to Recipient under this Agreement plus interest at the rate of ten percent (10%) per annum without presentment, demand, protest, notice of protest, notice of intention to accelerate, or other notice of any kind, all of which are expressly waived by Recipient.

9.6 **TERMINATION FOR CONVENIENCE** In addition to termination due to an Event of Default or nonappropriation of CAT funds, this Agreement may be terminated in whole, or in part, when the Board and Recipient agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

9.7 **PROCEDURE UPON TERMINATION** If this Agreement is terminated for convenience, reimbursement shall be allowed for costs expended up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. If this Agreement is terminated for an Event of Default, nonappropriation of funds, or a reduction of appropriated funds, the Board may, in its sole discretion, allow reimbursement or partial reimbursement for costs up to the date of termination determined by the Board to be in compliance with Iowa Code Chapter 15F, the Board's administrative rules (261 Iowa Administrative Code Chapter 211), and this Agreement. Recipient shall return to IEDA all unencumbered Grant funds within one (1) week of receipt of Notice of Termination. Any costs previously paid by the Board that are subsequently determined to be unallowable through audit procedures shall be returned to the Board within thirty (30) days of the disallowance.

ARTICLE 10 **GENERAL TERMS AND PROVISIONS**

10.1 **BINDING EFFECT** This Agreement shall be binding upon and shall inure to the benefit of the Board and Recipient and their respective heirs, successors, legal representatives, and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions, and conditions of this Agreement shall be jointly and severally enforceable against the parties to this Agreement.

10.2 **TIMELY PERFORMANCE** The parties agree that the dates and time periods specified in this Agreement are of the essence to the satisfactory performance of this Agreement.

10.3 **ENHANCE IOWA RECOGNITION** The Project shall permanently recognize, in a manner acceptable to IEDA, the financial contribution to the Project made by the State of Iowa through the Community Attraction and Tourism Program.

10.4 COMPLIANCE WITH LAWS AND REGULATIONS

(a) Recipient shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. Recipient shall comply with Iowa Code Chapter 15F and the Board's administrative rules (261 Iowa Administrative Code Chapter 211).

(b) Recipient shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as contractors or suppliers.

(c) Recipient declares that it has complied or will comply, in a timely fashion, with all federal, state, and local laws regarding permits, licenses, and clearances that may be required to carry out the Project.

(d) As required by Iowa Code Section 15F.106, Recipient shall provide and pay at least fifty percent (50%) of the cost of a standard medical insurance plan for all full-time employees working at the Project after the completion of the Project.

(e) The Board may consider the failure of Recipient to comply with any law or regulation as a material breach of this Agreement. In addition, Recipient may be declared ineligible for future Community Attraction and Tourism Program assistance or be subjected to other sanctions, as defined by law, for failure to comply with this section.

10.5 SURVIVAL OF AGREEMENT Each provision of this Agreement shall be deemed severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

10.6 CHOICE OF LAW AND FORUM The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to any other principles of conflicts of law.

In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Enhance Iowa Board, the State of Iowa or their Board members, officers, employees or agents.

10.7 NO THIRD-PARTY BENEFICIARIES There are no third-party beneficiaries to this Agreement.

10.8 MODIFICATION Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated orally, but only as provided below:

(a) **WRITING REQUIRED** The Agreement may only be amended through written prior approval of the Board. Examples of situations where amendments are required include, but are not limited to, extensions for completion of Project activities and changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **BOARD REVIEW** The Board will consider whether an amendment request is so substantial as to necessitate reevaluating the Board's original funding decision on the Project. The Board will deny an amendment if it substantially alters the circumstances under which the Project funding was originally approved or if it does not meet requirements set forth in Iowa Code Chapter 15F or 261 Iowa Administrative Code Chapter 211.

10.9 **NOTICES** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) days after posting. The Board may rely on the addresses of Recipient as set forth heretofore.

10.10 **WAIVERS** No waiver by the Board of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Board in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Board shall preclude future exercise thereof or the exercise of any other right or remedy.

10.11 **LIMITATION** It is agreed by Recipient that the Board shall not, under any circumstances, be obligated financially under this Agreement except to disburse funds according to the terms of the Agreement.

10.12 **ENFORCEMENT EXPENSES** Recipient shall pay upon demand all reasonable fees and expenses, including but not limited to the fees and expenses of the Board's attorneys, including the Iowa Attorney General, experts and agents, in connection with the exercise or enforcement of any of the Board's rights under the Agreement.

10.13 **HEADINGS** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

10.14 **EVENT OF BOARD DISSOLUTION** Recipient hereby acknowledges that the Enhance Iowa Board is a public instrumentality of the State of Iowa and that, in the event that the Board is dissolved for any reason, the State of Iowa is entitled to enforce any right, title, or interest held by the Board and that all Recipient's obligations hereunder are also owed to the State of Iowa.

10.15 **FINAL AUTHORITY** The Board shall have the final authority to assess whether Recipient has complied with the terms of this Agreement. The Board's decision shall be final and binding on all questions concerning the interpretation of this Agreement.

10.16 **INTEGRATION** This Agreement contains the entire understanding between Recipient and the Board relating to this Project and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void, and of no effect. None of the Parties has relied on any such prior representation in entering into this Agreement.

10.17 **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but the same instrument.

10.18 **DOCUMENTS INCORPORATED BY REFERENCE** The following documents are hereby incorporated by reference:

- (a) Exhibit A - CAT Application, as approved by the Enhance Iowa Board. Due to its size, Exhibit A will not be attached to this Agreement, but will be kept on file at IEDA.
- (b) Exhibit B - Program Description and Budget.

10.19 **ORDER OF PRIORITY** In the event of a conflict between documents, the following order of priority shall be applied:

- (a) Articles 1-10 of this Grant Agreement.
- (b) Exhibit B - Program Description and Budget.

(c) Exhibit A - CAT Application as approved by the Enhance Iowa Board.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement, effective as of the Effective Date first stated.

FOR THE ENHANCE IOWA BOARD:

BY: _____
Steve Roesner, Chair

FOR RECIPIENT:

BY: _____
Authorized Signer

Name and Title

**COMMUNITY ATTRACTION AND TOURISM (CAT)
PROGRAM DESCRIPTION AND BUDGET**

EXHIBIT B

Recipient: City of Dallas Center

Award Date: April 6, 2023

Agreement Number: 23-CAT-011

PROJECT DESCRIPTION	AMOUNT BUDGETED		
	CAT	MATCH	TOTAL
<p>Construction of a new six lane swimming pool is currently underway in Dallas Center. This project has moved forward without financing for decking shade, pool heater and any additional amenities.</p> <p>The project presented in the application is for funding of two tube slides, shade over pool deck, and pool heater. A message board and sidewalk is also included to connect to the community trail.</p>	\$250,000	\$2,271,095	\$2,521,095
TOTAL OF ALL FUNDS BUDGETED:	\$250,000	\$2,271,095	\$2,521,095

Disbursement ratio: 0

RESOLUTION NO. 2023-26

**A RESOLUTION APPROVING A MURAL ARTIST
AGREEMENT WITH JAMES NAVARRO FOR THE WALNUT
STREET POCKET PARK MURAL PROJECT**

WHEREAS, by motion made and approved at its April 11, 2023, meeting the City Council accepted the proposal of James Navarro, an artist, for the Walnut Street Pocket Park Mural Project; and

WHEREAS, it is necessary for the City to enter into a Mural Artist Agreement with M. Navarro, a copy of which is attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dallas Center, Iowa, that the Mural Artist Agreement, as set forth in the attached Exhibit "A", is hereby approved; and the Mayor and Clerk be and they hereby are authorized, directed, and empowered on behalf of the City of Dallas Center, Iowa, to execute the Agreement.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 9th day of May, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

MURAL ARTIST AGREEMENT

THIS AGREEMENT is entered into as of the 9th day of May, 2023, between the **City of Dallas Center, Iowa**, an Iowa municipal corporation (“**City**”), and **James Navarro** of Des Moines, Iowa (“**Artist**”).

RECITALS

A. The City has developed plans for a pocket park in the closed alley south of Walnut Street between 14th and 15th Streets and desires to have a community-themed mural painted on the west building wall in that closed alley.

B. The Artist is in the business of creating original works for art for site-specific locations.

C. The City selected the Artist to create a unique and original work of art (“**Artwork**”) to be located in the planned pocket park in the closed alley south of Walnut Street between 14th and 15th Streets (“**Location**”) as determined by the City and depicted and described in Exhibit A (the “**Design**”) subject to approved modifications.

D. City and Artist desire to enter into an agreement for the Artist to provide the Artwork as specified below.

AGREEMENT

NOW, THEREFORE, the parties agree to the following:

SECTION 1 – ARTIST SERVICES

The Artist shall perform the “Basic Services,” as follows, and generally described as the Walnut Street Pocket Park Mural Project (“**Project**”):

1. Artist shall furnish all materials, equipment and labor required for the Project including surface preparation for the Artwork.

2. Final artwork shall be in accordance with the proposal, as modified, as approved by the Dallas Center City Council on April 11, 2023, unless approved by the Project Manager designated herein.

SECTION 2 - TERM

The term of this Agreement shall commence upon the Effective Date and continue through July 31, 2023, unless extended as specified herein. City may at its sole option extend the term of this Agreement thereafter for up to one (1) additional period of one (1) month. City shall exercise such option by providing Artist written notice of the extension at least five (5) days prior to any expiration of this Agreement.

SECTION 3 - COMPENSATION

City shall pay Artist \$14,750 for the Basic Services specified in this Agreement, which includes design, surface preparation, installation, materials, all travel expenses, meals, or any other costs whatsoever that the Artist may incur to perform the Basic Services. The Artist has also agreed to paint the Welcome to Dallas Center postcard mural on the small building across from the Raccoon Valley Trail on 14th Street north of Walnut Street, at no additional charge to the City.

The City shall pay the Artist one-half of the total compensation (or \$7,375 upon execution of this Agreement; and the balance (or \$7,375) following the installation of the Artwork, and the City's inspection, approval, and acceptance of the completed Artwork. Upon all payments made to Artist, the City shall own the Artwork free and clear of any claims by Artist.

SECTION 4 - SERVICE STANDARDS AND QUALITY ASSURANCE

The Artist shall be solely responsible to City for the quality of all services performed by the Artist under this Agreement. All services furnished by the Artist shall be performed in accordance with the best professional judgment and skill, in a timely manner, and shall be fit and suitable for the purposes intended by City.

In addition to his duties and obligations under this Agreement, the Artist shall exercise the degree of skill, competence, quality, and professional care rendered by artists performing the same or similar type services in the United States and shall cooperate with City and other parties in furthering the interests of the City in connection with the Project.

SECTION 5 - INDEMNITY PROVISIONS

Artist shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Artist's wrongful or negligent performance hereunder. Artist's duty to defend City shall exist regardless of whether City or Artist may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Artist, and Artist is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Artist shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Artist to indemnify the indemnitee against the indemnitee's own negligence.

SECTION 6 – INSURANCE

Artist must be covered by insurance for the Artist's operations, and for all other parties for whom the Artist is legally liable. Artist, at his own cost and expense, shall secure and maintain commercial general liability insurance with limits of not less than \$500,000 per occurrence, \$1,000,000 aggregate limit of liability. The commercial general liability policy or policies shall provide coverage for premises operations, acts of independent contractors and completed operations, whether such operations be by Artist or anyone directly employed by him. Artist shall deliver a certificate of insurance to the Dallas Center City Clerk.

SECTION 7 - CITY'S OBLIGATIONS

Artist acknowledges and agrees that City has provided the Artist full information regarding City's requirements for the Project which set forth City's objectives and criteria.

City designates the Chair of the Parks and Recreation Board, or her designee, as Project Manager who shall have authority to act in City's behalf with respect to the Project. City shall furnish required information to the extent practicable and shall render approvals and decisions as promptly as practicable to avoid unreasonable delay in the progress of the Artist's services.

SECTION 8 - TERMINATION

City may terminate this Agreement for cause if the Artist fails to cure any defect in the Artist's performance of the Basic Services under this Agreement within seven (7) calendar days after Artist's receipt of written notice to cure, unless such default may not be cured within seven days and, in the City's determination, the Artist is diligently pursuing a cure of such default.

If City materially fails to meet its responsibilities and obligations under this Agreement, the Artist shall notify City of such failure. If City fails to cure or diligently pursue the cure of its material breach, the Artist may, after seven (7) calendar days written notice, terminate his performance under this Agreement.

In the event of termination, City shall pay the Artist according to the payment schedule, on an actual work basis in City's discretion. The Artist shall furnish a complete accounting of all services performed through the date of termination, less any sums already received by the Artist as of the date of termination. The City will consider this accounting in determining payment due, less any appropriate damages as City may determine. Artist acknowledges that such compensation as determined by the City shall be full and complete compensation and remedy and no additional compensation or damages shall be due or provided.

If at the time of termination, the fabrication and installation of the Artwork has been initiated, the Artist may submit a plan for consideration to complete the Artwork in accordance with the design materials, and the City will have the right to have the Artwork fabricated, delivered and installed by a party selected by City or otherwise determined in accordance with the design materials, provided that the City shall compensate the Artist prior to the date of termination as set forth herein. City shall retain copyright and all ownership interests of any kind in the design materials and the Artwork.

SECTION 9– OWNERSHIP OF THE ARTWORK AND DESIGN MATERIALS UPON COMPLETION

Except as otherwise specified in this Agreement, title and all rights and interests of any kind whatsoever, including copyright, in the Artwork shall pass to the City upon completion and acceptance of the Artwork by the City and the Artist has received payment due under the Agreement.

The Artist waives any and all claims that might arise from any application of the Visual Artist’s Rights Amendments to the Copyright Law of the United States, 17 U.S.C. §106A (“VARA”).

SECTION 10 – RISK OF LOSS

The Artist shall bear all risk of loss or damage to the Artwork prior to City’s acceptance thereof. The period in which the Artist has the risk of loss or damage shall include any period in which the City has suspended performance. The risk of loss or damage to the Artwork shall pass to the City upon final installation of the Artwork at the Site, and City’s acceptance of the installation. If prior to installation of the Artwork and City’s acceptance of the installation, the Artwork, or any part thereof, is lost, damaged, or destroyed and such loss, damage or destruction is not caused by the City or City’s agent, the Artist shall be responsible to reconstruct or remake such Artwork without any compensation additional to that specified herein except to the extent that the City is compensated for such loss by insurance, if any.

SECTION 11 – DISPLAY OF ARTWORK

While it is the intent of the City to use commercially reasonable efforts to maintain the Artwork for its intended lifespan, the Parties acknowledge that the life expectancy for the Artwork cannot be certain. Notwithstanding, the City shall have the right to remove the Artwork from display for any reason.

SECTION 12 – PUBLICITY

The Artist grants to the City the right to use the Artist’s name, biography, photograph or likeness in connection with the Artwork in any manner and in any media, provided that the use is

for a non-commercial purpose. The Artist shall have the right to approve in advance any photograph, likeness or biographical information utilized by the City under this Section.

SECTION 13 – ARTIST’S RIGHTS

The City shall have the right to determine, when and if repairs and restorations to the Artwork will be made. During the lifetime of the Artist, the City will make best efforts to give the Artist the opportunity to make or personally supervise significant repairs and restorations of the Artwork. The Artist shall be paid a mutually agreed-upon fee for any such services, provided that the City and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist’s fee for such services. All repairs and restorations shall be made in accordance with recognized principles of conservation.

The rights provided to the Artist in this Section 13 are in lieu of any rights that the Artist may have under VARA, or any other applicable remedy at law or equity.

SECTION 14 - DAMAGE TO PROPERTY

The Artist shall be responsible for any and all damage to property belonging to City or any other third-party to the extent caused by any act or omission of the Artist, its agents or employees. The Artist shall be responsible for repairing any damaged property and shall pay the costs therefor.

SECTION 15 –WARRANTIES

As of the date of City’s acceptance of the Artwork, the Artist represents and warrants that: (a) the Artwork is the original creation of the Artist; (b) the Artwork is unique and an edition of one; (c) no identical or substantially similar Artwork will be created by the Artist; (d) the Artwork does not infringe upon any copyright, trademark, or any other property or personal right; (e) the Artwork is free and clear of liens or encumbrances from any source whatsoever; and (f) the Artist knows of no adverse claims to the Artwork and neither the Artwork nor any portion thereof is in the public domain.

The Artist represents and warrants that: (a) the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of inherent vice, defined as qualities that cause or accelerate deterioration of the Artwork; (b) maintenance

of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist to the City prior to City's acceptance of the Artwork; and (c) all warranties provided to the Artist by the manufacturer of any materials used to create the Artwork will be transferred to the City. The warranties described in this paragraph shall survive for a period of two years after the City's final acceptance of the installation of the Artwork. In the event of any breach of warranty that is curable by the Artist and which cure is consistent with generally accepted professional conservation standards, the Artist shall, at the request of the City, cure such breach at no cost to the City. The City shall give notice to the Artist of any such observed breach with reasonable promptness, and, if required hereunder, the Artist shall cure such breach with reasonable promptness.

SECTION 16 - INDEPENDENT CONTRACTOR

The Artist is an independent contractor and not an employee of City.

SECTION 17 – ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other.

SECTION 18 – NOTICES

Notice will be sufficient if delivered to the following Notice Addresses by hand delivery directly to the named individual or title, by U.S. mail postage prepaid, or by overnight delivery service for which delivery receipt is required.

A. To City:

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

B. To Artist:

James Navarro


SECTION 19 – FORCE MAJEURE

Any prevention, delay or stoppage of performance of the Artist's or City's obligations hereunder due to strikes, lockouts, labor disputes, acts of God, enemy or hostile government action, fire or other casualty, or any other cause beyond the reasonable control of the Artist or

City shall not be deemed to be a breach of the Agreement or a violation of or failure to perform any covenants hereof. If such an event does not abate within sixty (60) days, either party shall have the right to terminate this agreement without liability or obligation to the other.

SECTION 20- COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either written or oral, and cannot be altered, amended or modified except in writing signed by both parties.

SECTION 21 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Iowa, and venue shall be in Dallas County, Iowa.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the Effective Date.

CITY OF DALLAS CENTER, IOWA

THE ARTIST

By _____

Daniel Beyer, Mayor

James Navarro

By _____

Shellie Schaben, City Clerk

EXHIBIT A

GRAND DALLAS CENTER



THAVAR



Dallas Center Postcard mural

J. NAVARRO



RESOLUTION NO. 2023-27

A RESOLUTION PROVIDING FOR ACQUIRING A MURAL FAÇADE EASEMENT FROM DALLAS MUTUAL INSURANCE ASSOCIATION FOR THE INSTALLATION OF PUBLIC ART; APPROVING THE EASEMENT FORM THEREOF; AND ACCEPTING SAID EASEMENT ON BEHALF OF THE CITY OF DALLAS CENTER, IOWA

WHEREAS, by the adoption of Resolution No. 2023-26 on May 9, 2023, the City Council entered into an Agreement with James Navarro, an artist, for the Walnut Street Pocket Park Mural Project; and

WHEREAS, in connection with the Project it is necessary and required that the City procure from Dallas Mutual Insurance Association a mural façade agreement; and

WHEREAS, the City has entered into negotiations with said owner of said certain real estate for the mural façade easement and the owner has executed the Agreement attached as Exhibit "A", and it should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dallas Center, Iowa, that the form and provisions of said mural façade easement, as set forth in the attached Exhibit "A" is hereby approved; the Mayor and Clerk be and they hereby are authorized, directed, and empowered on behalf of the City of Dallas Center, Iowa, to accept the easement agreement and to execute the agreement; and the Clerk is directed to file the easement for record in the office of the Recorder of Dallas County, Iowa.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 9th day of May, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

Prepared by
and Return to: Ralph R. Brown, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

MURAL FAÇADE EASEMENT AGREEMENT

This Mural Façade Easement Agreement (this "Agreement") is made and entered into effective as of the 9th day of May, 2023 (the "Effective Date") by and between **The City of Dallas Center, Iowa**, an Iowa municipal corporation (the "City"), and **Dallas Mutual Insurance Association** (the "Grantor"). City and Grantor may each be referred to herein as a "Party" or collectively as the "Parties".

RECITALS

- A. The City has commissioned an Artist to paint a community-themed mural as public art (the "Public Art") on the east side of the building owned by the Grantor.
- B. Grantor is the owner of the real property located at 1410 Walnut Street, Dallas Center, Iowa, (the "Property") and legally described as follows:

Lot 19 in Block 38 of the Original Town of Dallas Center Dallas County, Iowa.

- C. Grantor is willing to make a portion of said property available to the City for the placement of the Public Art. The location the City seeks to place the Public Art is generally described as the east wall of the building situated upon the Property

IN CONSIDERATION of the mutual promises and performances set forth below, the parties **AGREE** as follows:

- 1. Grant of Easement.** Grantor conveys, grants, and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the Public Art on and in the Property, including any building and structure thereon as described in the Recitals.

2. **Term of Easement.** This easement shall be for a period of ten (10) years from the date of execution. Unless terminated as provided in Section 3, below, the easement shall automatically renew thereafter for additional terms of five (5) years each and shall remain in full force and effect unless and until terminated.

3. **Termination.**

a) At the expiration of the initial ten (10) year easement term, either party may terminate the easement upon thirty (30) days' written notice to the other. The City expressly agrees and warrants that upon such termination, Grantee shall remove the Artwork and the Property shall be restored to its prior condition, normal wear and tear excepted. Such removal shall occur within ninety (90) days of the termination of the easement, unless extended in writing by Grantor.

b) Grantor may terminate the easement at any time at its sole discretion upon thirty (30) days written notice to the City, should the City fail to substantially perform the City's obligations under Section 4, below. Should Grantor elect to exercise this right of termination, the City expressly agrees and warrants that the Public Art shall be removed, and the Property restored to its prior condition, normal wear and tear excepted. Such removal shall occur within ninety (90) days of the termination of the easement, unless this period is extended in writing by Grantor.

4. **Maintenance, Removal and Modification of the Public Art.** The City shall be responsible for maintaining and if necessary, repairing the Public Art during the existence of the easement. The City may remove the Public Work from the Property if, in the sole judgment of the City, the Public Art is suffering excessive damage. If the City removes the Public Art from the Property, the City will restore the Property to its original condition, normal wear and tear excepted.

Grantor shall make no modifications to the Artwork. If maintenance of the surface adjacent to the Public Art is necessary during the term of the Agreement, the City shall be responsible for any such maintenance.

5. **Grantor's Representations.**

a) Grantor is not to interfere with the appearance or artistic impression of the Public Art by placing obstructions on or in front of it, by erecting structures adjacent to, above or below the Public Art or by undertaking other measures that would detract from enjoyment of the Public Art.

b) If improvements or additions to the Property occur that impact the location of the Public Art during the term of this Agreement, the Public Art may be removed or modified with the City's written consent, which shall not be unreasonably denied or withheld.

6. **Ownership of Public Art.** The City retains all ownership rights to the Public Art as an artistic work, including marketing, copyright and exhibition rights. Grantor shall be entitled to include the Artwork in photographs, films or videotapes of the Property to the extent that the Property is an incidental part of advertising for a business conducted by Grantor or a tenant of Grantor at the Property.
7. **Right of Entry.** Throughout the term of this easement or any extension thereof the City shall have the right to access the Property's facade for any and all of the purposes described in this Agreement.
8. **Binding Effect.** The easement granted in this Agreement shall run with the land and be binding upon and inure to the benefit of Grantor and the City, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the property, excepting therefrom those conditions set forth in Section 3b above.
9. **Indemnification.** To the fullest extent permitted by law, the City shall indemnify, save and hold harmless Grantor, its officers, employees and agents from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, including reasonable attorney fees, arising from the acts or omissions of the City, its officers, agents, employees, guests and business invitees caused or incurred by the City, its officers, agents, employees, guests or business invitees, and not caused by or arising out of the tortious conduct of Grantor or its officer, agents, employees, guests or business invitees.
10. **Notice.** Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) upon three (3) calendar days after the date upon which such notice is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the respective address for Grantor and Grantee:

If to Grantor:

Jeffrey L. Weddle, Secretary
 Dallas Mutual Insurance Association
 1410 Walnut Street
 Dallas Center, Iowa 50063

If to City:

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

Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

11. **Amendments.** The Parties expressly reserve the right to modify this Agreement, from time to time, by mutual agreement. No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties.

12. Recording. The City shall record this Agreement in executed, recordable format in the Official Public Records of Dallas County, Iowa, at its sole expense.

IN WITNESS WHEREOF, Grantor and the City have executed this Agreement effective as of the dates first written above.

**DALLAS MUTUAL INSURANCE ASSOCIATION
Grantor**

By _____
Samuel G. Wise, President

By _____
Jeffrey L. Weddle, Secretary

COUNTY OF DALLAS :
: ss
STATE OF IOWA :

This instrument was acknowledged before me on the ____ day of _____, 2023, by Samuel G. Wise as President and by Jeffrey L. Weddle as Secretary of Dallas Mutual Insurance Association.

Notary Public in and for the State of Iowa.

ACCEPTED:

City of Dallas Center, Iowa

Dated the ____ day of _____, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

RESOLUTION NO. 2023-28

A RESOLUTION PROVIDING FOR ACQUIRING A MURAL FAÇADE EASEMENT FROM J.L.C. RENTALS, L.L.C. FOR THE INSTALLATION OF PUBLIC ART; APPROVING THE EASEMENT FORM THEREOF; AND ACCEPTING SAID EASEMENT ON BEHALF OF THE CITY OF DALLAS CENTER, IOWA

WHEREAS, by the adoption of Resolution No. 2023-26 on May 9, 2023, the City Council entered into an Agreement with James Navarro, an artist, for the Walnut Street Pocket Park Mural Project; and

WHEREAS, in connection with the Project it is necessary and required that the City procure from J.L.C. Rentals, L.L.C. a mural façade agreement; and

WHEREAS, the City has entered into negotiations with said owner of said certain real estate for the mural façade easement and the owner has executed the Agreement attached as Exhibit "A", and it should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dallas Center, Iowa, that the form and provisions of said mural façade easement, as set forth in the attached Exhibit "A" is hereby approved; the Mayor and Clerk be and they hereby are authorized, directed, and empowered on behalf of the City of Dallas Center, Iowa, to accept the easement agreement and to execute the agreement; and the Clerk is directed to file the easement for record in the office of the Recorder of Dallas County, Iowa.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 9th day of May, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

Prepared by

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

MURAL FAÇADE EASEMENT AGREEMENT

This Mural Façade Easement Agreement (this "Agreement") is made and entered into effective as of the 9th day of May, 2023 (the "Effective Date") by and between **The City of Dallas Center, Iowa**, an Iowa municipal corporation (the "City"), and **J.L.C. Rentals, L.L.C.**, an Iowa limited liability company, (the "Grantor"). City and Grantor may each be referred to herein as a "Party" or collectively as the "Parties".

RECITALS

A. The City has commissioned an Artist to paint a community-themed mural as public art (the "Public Art") on the east side of the small building north of the main building owned by the Grantor.

B. Grantor is the owner of the real property located at 1401 Walnut Street, Dallas Center, Iowa, (the "Property") and legally described as follows:

Lot One (1) in Block Forty-three (43) inf the Original Town of Dallas Center
Dallas County, Iowa.

C. Grantor is willing to make a portion of said property available to the City for the placement of the Public Art. The location the City seeks to place the Public Art is generally described as the east wall of the small building north of the main building situated upon the Property

IN CONSIDERATION of the mutual promises and performances set forth below, the parties **AGREE** as follows:

1. **Grant of Easement.** Grantor conveys, grants, and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, operating and exhibiting the

Public Art on and in the Property, including any building and structure thereon as described in the Recitals.

2. **Term of Easement.** This easement shall be for a period of ten (10) years from the date of execution. Unless terminated as provided in Section 3, below, the easement shall automatically renew thereafter for additional terms of five (5) years each and shall remain in full force and effect unless and until terminated.
3. **Termination.**
 - a) At the expiration of the initial ten (10) year easement term, either party may terminate the easement upon thirty (30) days' written notice to the other. The City expressly agrees and warrants that upon such termination, Grantee shall remove the Artwork and the Property shall be restored to its prior condition, normal wear and tear excepted. Such removal shall occur within ninety (90) days of the termination of the easement, unless extended in writing by Grantor.
 - b) Grantor may terminate the easement at any time at its sole discretion upon thirty (30) days written notice to the City, should the City fail to substantially perform the City's obligations under Section 4, below. Should Grantor elect to exercise this right of termination, the City expressly agrees and warrants that the Public Art shall be removed, and the Property restored to its prior condition, normal wear and tear excepted. Such removal shall occur within ninety (90) days of the termination of the easement, unless this period is extended in writing by Grantor.
 - c) The Parties understand and agree that the Grantor may tear down the building upon which the Public Art is to be placed prior to the termination of this easement or during the term of any easement extension. The tearing down of the building will automatically terminate this easement and the obligations hereunder.
4. **Maintenance, Removal and Modification of the Public Art.** The City shall be responsible for maintaining and if necessary, repairing the Public Art during the existence of the easement. The City may remove the Public Work from the Property if, in the sole judgment of the City, the Public Art is suffering excessive damage. If the City removes the Public Art from the Property, the City will restore the Property to its original condition, normal wear and tear excepted.

Grantor shall make no modifications to the Artwork. If maintenance of the surface adjacent to the Public Art is necessary during the term of the Agreement, the City shall be responsible for any such maintenance.

5. Grantor's Representations.

- a) Grantor is not to interfere with the appearance or artistic impression of the Public Art by placing obstructions on or in front of it, by erecting structures adjacent to, above or below the Public Art or by undertaking other measures that would detract from enjoyment of the Public Art.
- b) If improvements or additions to the Property occur that impact the location of the Public Art during the term of this Agreement, the Public Art may be removed or modified with the City's written consent, which shall not be unreasonably denied or withheld.

6. Ownership of Public Art. The City retains all ownership rights to the Public Art as an artistic work, including marketing, copyright and exhibition rights. Grantor shall be entitled to include the Artwork in photographs, films or videotapes of the Property to the extent that the Property is an incidental part of advertising for a business conducted by Grantor or a tenant of Grantor at the Property.

7. Right of Entry. Throughout the term of this easement or any extension thereof the City shall have the right to access the Property's facade for any and all of the purposes described in this Agreement.

8. Binding Effect. The easement granted in this Agreement shall run with the land and be binding upon and inure to the benefit of Grantor and the City, and their respective successors or assigns, and any person or entity acquiring any right, title, or interest in the property, excepting therefrom those conditions set forth in Section 3b above.

9. Indemnification. To the fullest extent permitted by law, the City shall indemnify, save and hold harmless Grantor, its officers, employees and agents from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property, including reasonable attorney fees, arising from the acts or omissions of the City, its officers, agents, employees, guests and business invitees caused or incurred by the City, its officers, agents, employees, guests or business invitees, and not caused by or arising out of the tortious conduct of Grantor or its officer, agents, employees, guests or business invitees.

10. Notice. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) upon three (3) calendar days after the date upon which such notice is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the respective address for Grantor and Grantee:

If to Grantor:

Joseph W. Cover, Member



If to City:

City Clerk

City of Dallas Center

1502 Walnut Street, P.O. Box 396

Dallas Center, Iowa 50063

Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

11. Amendments. The Parties expressly reserve the right to modify this Agreement, from time to time, by mutual agreement. No modification or amendment of the provisions of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties.

12. Recording. The City shall record this Agreement in executed, recordable format in the Official Public Records of Dallas County, Iowa, at its sole expense.

IN WITNESS WHEREOF, Grantor and the City have executed this Agreement effective as of the dates first written above.

J.L.C. Rentals, L.L.C.
Grantor

By _____
Joseph W. Cover, Member

COUNTY OF DALLAS :
: ss
STATE OF IOWA :

This instrument was acknowledged before me on the ____ day of _____, 2023, by Joseph W. Cover, a Member of J.L.C. Rentals, L.L.C.

Notary Public in and for the State of Iowa.

ACCEPTED:
City of Dallas Center, Iowa
Dated the ____ day of _____, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

P&Z Report – April 25, 2023

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, April 25, 2023 at 6:30 P.M. at Memorial Hall. Commission members Amanda Davison, Perry Gruver, Linda Licht, Jim Pohl, Thomas Strutt and Matt Ostanik were present. Abby Anderson was absent. City Attorney Ralph Brown, City Administrator Cindy Riesselman, Public Works Director Brian Slaughter, and City Engineer Bob Veenstra also were present and participated.

Public Communications

Julie Becker stated concerns about how Commission members are appointed and that the Commission always has unanimous votes.

I suggested that concerns about the appointment process should be directed to City Council because all Commission members are selected and appointed by Council.

Salt Storage Building Architectural Plan

The Commission reviewed and discussed a proposed architectural plan for the City's new salt storage building. The proposed exterior material (concrete) does not comply with the City's architectural standards. Commission members specifically discussed previous examples of architectural plans that did not comply with the standards and how the Commission has handled them in the past.

After discussion, Linda Licht moved and Amanda Davison seconded to recommend that City Council approve the architectural plan and approve the proposed materials for the proposed salt storage facility since such materials exhibit the structural strength and permanency desired. Ayes – Davison, Gruver, Licht, Pohl, Strutt. Nays – Ostanik. The motion passed 5-1.

Driveway Setbacks on Cul-de-Sacs

The Commission reviewed and discussed considerations with driveway setbacks on cul-de-sacs. The City requires driving and parking areas to be set back 5' from the property line.

The 5' setback creates complications on cul-de-sac lots with angled property lines, and the City has received several requests to modify the requirement on such lots.

After discussion, the Commission asked the City Attorney to draft language for a possible amendment to the setback requirement for cul-de-sac lots only to be discussed more at our next meeting. No action was taken.

Respectfully submitted,
Matt Ostanik
P&Z Commission Chair

RESOLUTION NO. 2023-29

A RESOLUTION APPROVING THE ARCHITECTURAL PLAN FOR THE CONSTRUCTION OF THE PROPOSED SALT STORAGE FACILITY BY THE CITY OF DALLAS CENTER DIRECTLY NORTH OF THE CITY'S CURRENT PUBLIC WORKS BUILDING ON THE EXTENSION OF WALNUT STREET

WHEREAS, the City of Dallas Center has submitted an Architectural Plan pursuant to Chapter 158 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, for the construction of a salt storage facility directly north of the City's public works building on the easterly extension of Walnut Street in Dallas Center, which Plans was reviewed by the Planning and Zoning Commission on April 25, 2023; and

WHEREAS, the submitted Plan for the facility is for a concrete structure with 12-foot high reinforced walls; and on the top of the concrete walls 4-foot high frame walls and a trusts roof system (that extends 12 to 16 feet above the ground surface) will be constructed; and

WHEREAS, the Plan states that the upper portion of the structure above the concrete walls is necessary to keep the salt free of precipitation; and the height of the building is necessary to allow access for placement and removal of the salt; and

WHEREAS, the Plan states that the 4-foot high frame walls would be constructed of a wood product referred to as Smart Siding, which has a higher density and durability compared to a conventional wood siding; and

WHEREAS, the Planning and Zoning Commission noted that the proposed materials for the facility are not included among the primary exterior building materials itemized in Section 158.10 (1) of the Code of Ordinances of the City of Dallas Center, as amended, and

WHEREAS, City Code Section 158.10(1) states "Building architectural design shall recognize the importance of material strength and permanency through the selection of building materials."; and Code Section 158.10(5) states: "The Council, in its sole discretion and after receiving a recommendation from the Planning and Zoning Commission, may approve additional primary materials and trim on a case-by-case basis, provided such materials and trim exhibit the structural strength and

permanency desired, contain sufficient architectural relief, and do not detract from the desired aesthetic character of the building and surrounding area.”; and

WHEREAS, the Planning and Zoning Commission noted that the proposed facility will be located behind the existing public works building and will not face the extension of Walnut Street; and

WHEREAS, the Planning and Zoning Commission recommended that the Council, in its sole discretion and on a case-by-case basis, approve the proposed materials for the proposed salt storage facility since such materials exhibit the structural strength and permanency desired, contain sufficient architectural relief, and do not detract from the desired aesthetic character of the building and the surrounding area; and

WHEREAS, the Planning and Zoning Commission recommended approval of the Architectural Plan, subject to the Council’s approval of the proposed materials for the facility pursuant to the authority granted the Council in Section 158.08(5) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended; and also urged the City to attempt to have the concrete walls constructed with some additional architectural appearance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Architectural Plan submitted by the City of Dallas Center for the construction of a salt storage facility behind the City’s public works building on the extension of Walnut Street is approved, with the Council, in its sole discretion and on a case-by-case basis, approving the primary materials described for the facility under the authority granted the Council in Section 185.08(5) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of May, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

April 11, 2023

Matt Ostanik
Planning & Zoning Commission
City of Dallas Center
1502 Walnut Street
P.O. Box 396
Dallas Center, Iowa 50063

DALLAS CENTER, IOWA
SALT STORAGE FACILITY
ARCHITECTURAL MATERIALS

The City of Dallas Center is planning to construct a salt storage facility located directly north of the City's current public works building. Enclosed are copies of plan drawings showing the proposed salt storage facility.

The salt storage facility is a concrete structure with 12-foot-high walls. On the top of the concrete walls short frame walls and roof system. The upper portion of the structure above the concrete walls is necessary to keep the salt free of precipitation. The height of the building is necessary to allow access for placement and removal of the salt.

Before moving forward with the final design and solicitation of quotations for the facility, the City staff is requesting the Planning and Zoning Commission and the City Council to provide guidance on materials of construction and compliance with the architectural standards.

From the ground surface to a height of 12 feet the structure will need to be constructed of reinforced concrete walls. It is recognized this material does not comply with the architectural standards. However, none of the materials allowed under the City's architectural standards have the sufficient strength to withstand the lateral loading of the salt that will be stored in the facility. Although the lower twelve feet of the structure may be considered in the nature of a building, the design is distinctly different than a building and requires the reinforced concrete walls sections.

Above the concrete walls a 4 foot high wall section is being constructed. A truss roof system will be installed on the top of the four foot walls that extend from 12 feet to 16 feet above the ground surface.

If the structure is classified as a building this upper 4 foot of the wall section would need to be addressed in relationship to the architectural standards requirements. The option that is

Matt Ostanik
April 10, 2023
Page 2

preferred by the City would be the use of a manufactured wood product referred to as Smart Siding. The manufactured wood siding has a higher density and durability compared to conventional wood siding. The alternative to the manufactured wood siding would be a cementaceous board siding such as Hardie Plank. From a durability and aesthetic perspective the Smart Siding and Hardie Plank siding would be similar. The manufactured wood Smart Siding is less costly.

The City has not yet determined whether a metal roof or shingle roof will be installed. The architectural standards do not appear to specifically address the roofing materials.

The City staff is requesting Planning and Zoning Commission and City Council guidance on the following questions:

1. Are the lower twelve feet of the salt storage walls exempt from the architectural requirements as they are not of the nature that can be constructed with the conventional materials identified under the architectural standards.
2. Would the Planning and Zoning Commission and City Council determine the 4-foot wall section between the top of the wall and roofing system be subject to the architectural standards as the entire facility would not be considered the type of building regulated under the architectural standards.
3. If the determination is made the 4-foot wall section wall section on top of the concrete wall is subject to the architectural standards; would the City Planning and Zoning Commission and City Council, consider the manufactured wood siding to be an acceptable material under the intent of the architectural standards.

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:crb
212193
Enclosure

Cc: Ralph Brown, Brown, Fagen & Rouse
Shellie Schaben, City of Dallas Center
Cindy Riesselman, City of Dallas Center

**SIMILAR CLIVE
SALT STORAGE BUILDING
PHOTOS**







RESOLUTION NO. 2023-20

**RESOLUTION ESTABLISHING THE AMERICAN RESCUE PLAN
ACT (ARPA) ALLOCATION FOR THE CITY OF DALLAS CENTER**

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the public health and economic impacts of the COVID-19 public health emergency; and

WHEREAS, ARPA created the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) that provided direct funding to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the City of Dallas Center has accepted an allocation of SLFRF in the amount of \$265,552.74, payable in two tranches; and

WHEREAS, the City of Dallas Center is in receipt of both tranches each in the amount of \$132,776.37; and

WHEREAS, SLFRF provides needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency; and

WHEREAS, the United States Department of the Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund "government services"; and

WHEREAS, recipients may elect a "standard allowance" of \$10 million to spend on government services through the period of performance; and

WHEREAS, all recipients may elect to use this standard allowance instead of calculating lost revenue using the formula provided by the Department of the Treasury, including those with total allocations of \$10 million or less; and

WHEREAS, the City of Dallas Center has the need to fund government services while in the recovery phase of the COVID-19 pandemic.

NOW, THEREFORE, IT BE RESOLVED, by the City Council of the City of Dallas Center, Iowa, that the allocation of ARPA funding to fund government services under the replacing lost public sector revenue spending category is hereby approved as follows:

1. Project A - Sanitary Sewer Pipe Lining - \$132,776.37

2. Project B - Highway 44 Water Distribution Main Replacement -\$132,776.37

Total - \$265,552.74

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of May, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

RESOLUTION NO. 2023-22

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

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

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

WHEREAS, the Council on May 10, 2005, by Resolution No. 2005-10 adopted a Personnel Policy and Procedure Manual for Employees of the City of Dallas Center, which Resolution was further amended by Resolution No. 2006-8 adopted by the Council on March 14, 2006, by Resolution 2008-27 adopted by the Council on May 13, 2008, by Resolution 2010-06 adopted by the Council on February 9, 2010, by Resolution 2015-09 adopted by the Council on March 10, 2015, by Resolution 2016-20 adopted by the Council on July 12, 2016, by Resolution 2017-1 adopted by the Council on January 10, 2017, by Resolution 2021-38 adopted by the Council on July 13, 2021, by Resolution 2021-68 adopted by the Council on November 9, 2021, by Resolution 2021-74 adopted by the Council on December 14, 2021, and by Resolution 2022-107 adopted by the Council on December 13, 2022; and

WHEREAS, employees shall follow all Department requirements for Class III or high visibility markings on shirts; and

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

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

352. Clothing - Regular employees in the Public Works Department are granted an annual \$400 clothing allowance. The allowance is treated as additional employee compensation and will be reported as income

on the employee's Form W-2. In addition, the City will provide high visibility safety clothing, including t-shirts and sweatshirts, for all employees in the Public Works Department

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 9th day of May, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk