

NOTICE OF A PUBLIC MEETING
Dallas Center City Council
Tentative Agenda
August 8, 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/85857575065>

If a Zoom user has the Zoom app, just enter the meeting ID **858 5757 5065** and the passcode is **030193**

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is **858 5757 5065**, the passcode is **030193**: 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.

PUBLIC HEARING – on **Ordinance No. 591** amending **City Code Section 165.44(4)** to allow the tapering to no less than one foot at the entrance to the street of the required five-foot separation between the driveway and the side lot line on pie-shaped lots located on culs-de-sac. Each person will have up to five minutes to comment on **Ordinance No. 591**.

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 July 11th regular meeting
 - b. July Treasurer's Report, Balance Sheet, and Budget Report
 - c. July Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Action to approve hiring of Darla MacConnell as crossing guard at \$13.25/hr effective August 23, 2023
 - e. Action to approve hiring of Gary Titus as a back-up crossing guard at \$12.75/hr effective August 23, 2023
 - f. Approve sidewalk permit reimbursement at 1704 Cherry Street in the amount of \$272
 - g. Action to renew lease of hay ground around the well site for an additional two-year period (March 1, 2024, to February 28, 2026).
 - h. Action to approve Collateral Assignment of Solar Power and Services Agreement from Red Lion Dallas Center LLC to the Iowa Economic Development Authority (as a condition of the Authority's Loan Agreement with Red Lion)
 - i. Approve Sonntag Roofing request for street closing on August 25, 2023
 - j. Approve Tree Board's DNR Community Forestry Grant application
 - k. Approve invoices for payment (review committee Kluss and Coon)
6. Action on Resolution 2023-43 – closing the alleys off Walnut Street between 14th and 15th Streets

7. Parks and Recreation Board
 - a. Action to approve Cover Construction quote for the shelter by pool (including concrete floor) in the amount of \$35,200
 - b. Action to approve Concrete & More quote for sidewalk concrete access to the shelter in the amount of \$6,712
 - c. Recommendation on designating and naming pocket park - action to approve Resolution 2023-44 – designating the closed alley on the south side of Walnut Street between 14th and 15th Streets a city park, designating it as a pocket park, and naming it Century Farms Pocket Park
 - d. Action on Resolution 2023-45 – approving and accepting the façade easement from J233, LLC for the building on the east side of pocket park
8. Iowa Supreme Court’s denial of Julie Becker’s appeal of the Iowa Court of Appeals’ denial of Julie Becker’s litigation against the Dallas Center Board of Adjustment
9. Planning and Zoning Zoning Commission - Action on Ordinance No. 591 – modifying the required 5-foot separation between the driveway and the side lot line on pie-shaped lots located on cul-de-sac, first reading
10. Public Works
 - a. Director’s Report
 - b. Drainage District 76 - Report
11. Dallas Center Outdoor Community Swimming Pool Construction Project – Engineer’s Report
12. Cross Developments Street Improvements
 - a. Action on Resolution 2023-46 – engineering services agreement with Veenstra & Kimm in an amount not to exceed \$96,000
 - b. Action on Resolution 2023-47 – Approving Agreement with Central Dallas Developers, LLC to transfer Country Living Estates private streets to the City
13. Salt Storage Building - Engineer’s Report
14. Northeast Sewer Planning Study – Engineer’s Report
15. City Engineer – Other Matters
16. Action on Ordinance 592 – modifying application and license fees for peddlers, solicitors, and transient merchants, first reading
17. City Administrator
 - a. Action on Resolution 2023-51 – approving the annual Street Finance Report
 - b. Action on Resolution 2023-49 – amending Resolution 2023-15 establishing fees for city equipment and personnel used to abate nuisances in violation of the Code of Ordinances
 - c. Action on Resolution 2023-50 – increasing bulk item solid waste fees to \$3.00 each
 - d. Action on Resolution 2023-52 – approving Record of Lot Tie document combining the properties at 702 Birch and 704 Birch
18. Council reports
19. Mayor’s report
20. Adjournment

Shellie Schaben, City Clerk

Claims

Access Systems Leasing	Lease	\$366.21
Access Systems	Maintenance	\$44.57
ACO	Supplies	\$2,328.60
Agsources Coop Services	Tests	\$1,483.75
Ahlers & Cooney, Pc	July Services	\$365.00

American Underground Supply	Pocket Park Materials	\$352.54
Anderson, Hailee	Reimbursement	\$96.27
Arnold Auto Supply	Supplies	\$211.48
Baker & Taylor Co.	Books	\$352.89
Bay Bridge Administrators	Insurance	\$100.42
Bomgaars	Pocket Park Materials	\$449.97
Bradshaw Renovations	Refund	\$4,000.00
Brown, Fagen & Rouse	August Service	\$3,000.00
BSN Sports LLC	Equipment	\$1,477.17
Centurylink	July Services	\$963.47
Concrete & More, LLC	Low Pressure Sewer	\$2,619.50
Crossroads Ag, LLC	Chemicals	\$103.50
Culligan Water System	August Service	\$46.26
Dallas County Health	2023 Inspection	\$270.00
Dallas County Treasurer	July Protection	\$18,924.51
Delta Dental	Insurance	\$45.62
Delta Dental	Insurance	\$709.18
Digital Stew Services	Repair	\$272.50
EFTPS	Taxes	\$7,050.63
EFTPS	Taxes	\$6,864.55
Electric Pump	Well #11 Repair	\$1,660.00
Elite Electric & Utility	Well #7	\$240.00
Emergency Apparatus Maint, Inc	Engine repairs	\$2,145.53
Finish Line of Dallas Center	Supplies	\$129.88
Gatehouse- Db Iowa Holdings	Publications	\$492.75
GIS Benefits	Insurance	\$49.92
Greater Dallas County Alliance	Dues	\$4,752.50
Heartland Co-Op	July Services	\$1,471.75
Hemmings, Kristen	Refund	\$77.76
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
Iowa Dept of Transportation	Equipment	\$487.78
Iowa One Call	June Service	\$98.10
Iowa Prison Industries	Address Marker	\$44.40
IPERS	IPERS	\$6,217.85
Iron Mountain	July Services	\$108.58
Johnson Controls Fire Protect.	Yearly Contract	\$677.18
JP Cooke Company	Pet Tags	\$84.35
Karen McCleary	July Services	\$675.00
Kimball Midwest	Supplies	\$120.57
Leaf	Copier	\$165.81
Eddie Leedom	June Service	\$874.23
Library Ideas LLC	Books	\$49.95
Linde Gas & Equipment Inc.	July Services	\$41.44

Logan Contractors Supply Inc	Rebar for BB Hoops	\$14.28
Menards	Pocket Park Materials	\$454.77
Merrit Company	Supplies	\$381.34
Midamerican Energy	July Services	\$11.46
Midamerican Energy	July Services	\$9,114.66
Minburn Communications	August Service	\$54.99
Moss Bros, Inc	Supplies	\$95.37
Nationwide Retirement Sol	Deferred Comp	\$225.00
Nationwide Retirement Sol	Deferred Comp	\$225.00
ODP Business Solutions LLC	Supplies	\$180.33
Park Warehouse	Message Board	\$10,018.00
Peitzman, Mark	Sidewalk Reimbursement	\$272.00
Dallas Center Post Office	Postage	\$1,400.00
Rhinehart Excavating, Inc	Dirt	\$1,705.00
Cindy Riesselman	Training	\$184.06
Treasurer - State of Iowa	Taxes	\$2,379.13
Treasurer - State of Iowa	Taxes	\$2,384.30
Sandry Fire Supply	Supplies	\$1,024.15
Schaben, Shellie	Mileage	\$271.76
Sherwin Williams Co	Supplies	\$467.03
Sonntag Roofing, LLC	Solar Project	\$810.00
Spracher Sewer Service	Sewer Repair	\$350.00
Sprayer Specialties, Inc	Parts	\$49.06
The Des Moines Register	Renewal	\$395.03
UMB Bank Na	Bond Fee	\$600.00
UHS Premium Billing	Insurance	\$639.24
UHS Premium Billing	Insurance	\$11,221.52
Unplugged Wireless	Parts	\$46.00
USA Blue Book	Filters	\$702.43
Veenstra & Kimm	General Services	\$11,934.81
Verizon Wireless	July Services	\$280.07
Treasurer - State of Iowa	Taxes	\$1,651.54
Waste Management	July Services	\$22,720.36
Waters Edge Aquatic Design	Services	\$10,127.50
Waukee Power Equipment Inc	Repair	\$286.24
Wells Fargo	July Invoice	\$4,117.32
Westrum Leak Detection	Leak Detection Survey	\$1,700.00
Ziegler Inc	Repairs	\$1,463.53
Accounts Payable Total		<u>\$174,412.70</u>
General		\$89,619.63
T&A(SC)		\$4,000.00
RUT		\$2,430.30
T&A(EB)		\$12,631.54
Cap Improve Pool		\$31,929.71
T&A(Y)		\$1,477.17
Water		\$15,684.57

Water Capital Outlay	\$1,150.00
Sewer	\$15,001.42
Storm District	<u>\$488.36</u>
Total Funds	\$174,412.70

Revenues

General Total	\$77,086.01
T&A (FT) Total	\$53.72
T&A (SC) Total	\$16.58
Capital Improvement Total	\$701.89
T&A (SL) Total	\$22.90
RUT Total	\$21,868.16
T&A (EB) Total	\$2,568.16
Local Option Sales Tax Total	\$41,055.92
TIF Total	\$11,089.80
Trees Total	\$46.36
Burnett Project Total	\$86.36
Debt Service Total	\$25,497.91
Cap Improve Pool Total	\$2,499.00
T&A (B) Total	\$9.41
T&A (Y) Total	\$9.31
Water Total	\$47,966.12
Sewer Total	\$39,784.08
Storm District Total	<u>\$5,053.66</u>
Total Revenue by Fund	\$275,415.35

Mayor Danny Beyer opened a public hearing at 7:00 pm on July 11, 2023, as advertised for the purpose of hearing comments on **Fiscal Year 2023-2024 Dallas Center City Budget Amendment**. There were no written comments. Julie Becker voiced her concerns regarding transparency with the budget amendment. Mayor Beyer closed the public hearing at 7:05 pm.

Mayor Danny Beyer opened a public hearing at 7:05 pm on July 11, 2023, as advertised for the purpose of hearing comments on the proposed **Lease and Easement Agreement between the City and Red Lion Dallas Center Solar, LLC** for Solar Energy System. There were no written comments. Julie Becker was troubled about the affect the solar panels will have on the “charm” of Dallas Center. Bob King voiced his support for solar panels and reducing the use of carbon-based fuels. Mayor Beyer closed the public hearing at 7:09 pm.

The Dallas Center City Council met in regular session July 11, 2023, at 7:10 pm. Mayor Beyer called the meeting to order and led the Pledge of Allegiance. Council members present included Amy Strutt, Ryan Coon, Angie Beaudet and Daniel Willrich. Ryan Kluss was absent.

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

Public Comments

Eric Allen extended an invitation to view footage showing the shifting of his property.

Julie Becker voiced several concerns including redaction, fireworks and funding for the Dallas Center Fall Festival.

Mike Buckalew thanked the council and community for their support of the pool.

Quade Keenan stated three fire volunteers will go through fire training this fall.

Willrich stated 355 hours of law enforcement service were provided (320 hours are required) which is 11% above the agreement. Motion by Willrich, 2nd by Strutt to approve consent agenda: [Approve minutes of June 13th regular and June 23 special meeting; June Treasurer’s Report, Balance Sheet, and Budget Report; June Law Enforcement, Fire/Rescue, Compliance and Water Reports; Approve Stella Davidson as a 1st year lifeguard at \$12.50/hour pending lifeguard certification and background check effective July 12, 2023; Approve Board & Batten’s request for street closing for a special event on July 20, 2023, Approve Board & Batten’s outdoor liquor license for an outdoor beer garden for a special event on July 20, 2023, Approve Dallas Center Fall Festival Committee Street Closing Request, Action to approve the Fall Festival fireworks permit application and waive the \$150 permit fee; Approve Red Lion Solar street closing request for solar materials staging from August 7-11, 2023; Approve Trail Nutrition’s request to place a sign along the trail in the evenings and on the weekends; Action to approve Makenna Brooks as a fire department volunteer effective July 12, 2023, pending background check; Approve invoices for payment (review committee Beaudet and Willrich)] Motion passed 4-0.

Planning and Zoning Commission

Motion by Coon, 2nd by Beaudet to approve Resolution 2023-36 – approving site and architectural plans for the Open Shelter between the Swimming Pool and the Raccoon River Valley Trail. Roll call all ayes, motion passed.

Council reviewed proposed Ordinance No. 591 amending City Code Section 165.44(4) to allow the tapering to no less than one foot at the entrance to the street of the required five-foot separation between the driveway and the side lot line on pie-shaped lots located on culs-de-sac.

Motion by Coon, 2nd by Willrich to set a public hearing on proposed Ordinance No. 591 for 7 p.m. on August 8, 2023. Motion passed 4-0.

Parks and Recreation Board

Motion by Coon, 2nd by Strutt to authorize construction of Open Shelter between the pool and trail, along with the slab and connecting sidewalks. Motion passed 4-0.

Motion by Willrich, 2nd by Strutt to authorize the Parks & Recreation board to research options for construction of a sidewalk between the end of Linden Street and the trail. Motion passed 4-0.

Motion by Coon, 2nd by Beaudet to approve recommendation of tree removal quote in an amount not to exceed \$6,500. Motion passed 4-0.

Motion by Coon, 2nd by Beaudet to approve recommendation for carving two trees in Memorial Park in an amount not to exceed \$1,200. Motion passed 4-0.

Motion by Strutt, 2nd by Beaudet to approve application for Granting a Better Tomorrow grant. Motion passed 4-0.

Motion by Coon, 2nd by Beaudet to approve up to 75% of the contract in the amount of \$3,687.50 to James Navarro to allow for purchase of additional materials to complete the mural project. Motion passed 4-0.

Dallas Center Fall Festival - 2023

Motion by Coon, 2nd by Beaudet to approve Resolution 2023-37 – approving an Agreement with Dallas Center Celebrations, Inc. for the provision of services to the people of Dallas Center and authorizing the payment of \$8,000 to the corporate non-profit from the City of Dallas Center payment for fireworks and carnival. Roll call all ayes, motion passed.

Red Lion Dallas Center Solar, LLC

Motion by Strutt, 2nd by Coon to approve Resolution 2023-38 – approving a Lease and Easement Agreement between the City and Red Lion Dallas Center Solar, LLC for Solar Energy System. Roll call all ayes, motion passed.

Public Works

Public Works Director Brian Slaughter reported that the public works department has completed the following tasks: assisting contractors in town such as fiber contractors and solar contractors; dredging has been completed for DD76 and Brubaker to start August 1st; Grimes Asphalt will start with asphalt overlay project August 14, 2023; and addressed various citizen concerns.

Motion by Willrich, 2nd by Beaudet to approve Resolution 2023-40 – approving agreement for ACCO Owned Bulk System for chlorine at the swimming pool. Roll call all ayes, motion passed.

Dallas Center Outdoor Community Swimming Pool Construction Project

Engineer Veenstra provided an update on finalization items with the project.

Motion by Willrich, 2nd by Beaudet to approve Change Order No. 8 – Sande Construction & Supply Co. – gutter grating modification – decreases contract amount by \$8,600. Motion passed 4-0.

Motion by Willrich, 2nd by Coon to approve Payment Application #11 (including early retainage request) – Sande Construction & Supply Co. – \$643,387.31. Motion passed 4-0.

Cross Developments Street Improvements

City Engineer Bob Veenstra provided background information on TIF and options for financing the future street improvements in the Cross Developments. The council consented to moving forward with planning and financing for street improvements.

Northeast Sewer Planning Study

City Engineer Veenstra outlined the background and financing options for a lift station to support future developments. The council agreed to continued conversation and exploration of options to provide services to additional development to the east.

City Administrator

Motion by Coon, 2nd by Willrich to approve Resolution 2023-39 – approving the budget amendment for the Fiscal Year 2023-2024 Dallas Center City Budget. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Beaudet to approve Resolution 2023-41 – authorizing a \$100 petty cash fund for the swimming pool. Roll call all ayes, motion passed.

City Administrator Cindy Riesselman provided an update on the Red Lion Solar Project following the preconstruction meeting.

Motion by Strutt, 2nd by Coon to authorize submittal of Participant Enrollment Application Form. Motion passed 4-0.

Motion by Coon, 2nd by Willrich to approve Resolution 2023-42 – approving Memorandum of Understanding between the City and the Iowa Department of Revenue regarding the State Setoff Program. Roll call all ayes, motion passed.

Council reports

Councilman Willrich mentioned his intent to work on the annexation moratorium with Waukee that has lapsed.

Mayor's report

The mayor thanked all who attended the Ribbon Cutting Ceremony for the Dallas Center Community Pool.

The meeting adjourned at 8:04 pm.

Shellie Schaben, City Clerk

CLAIMS

Access Granted Systems, LLC	Pool Passes	\$525.00
Access Systems Leasing	Copier Lease	\$366.21
Access Systems	Maintenance	\$44.57
ACCO	Supplies	\$5,468.14
Aetna Behavioral Health, LLC	EAP	\$26.28
Agri Drain Corporation	DD76	\$118.14
Agsource Coop Services	Testing	\$602.85
Agsource Coop Services	Testing	\$643.60
Ahlers & Cooney, Pc	June Services	\$5,653.00
Arnold Auto Supply	Supplies	\$73.95
Baker & Taylor Co.	Books	\$505.61
Baldon Hardware	Supplies	\$213.72
Bay Bridge Administrators	Insurance	\$100.42
Bomgaars	Supplies	\$101.48
Boyd Creative Llc	Supplies	\$361.00
Brown, Fagen & Rouse	June Services	\$3,000.00
Centurylink	June Services	\$789.12
Compass Minerals America	Salt	\$4,222.35
Concrete Impressions, Llc	Mound Park	\$39,300.00
Culligan Water System	July Services	\$12.56
Allen Jay Winter	Trees	\$4,400.00
Dallas County Treasurer	June Protection	\$18,538.69
Daugherty Construction Llc	DD76	\$16,500.00
Dc Celebrations Commit	FY23 Donation	\$8,000.00
Delta Dental	Insurance	\$45.62
Delta Dental	Insurance	\$709.18
Digital Stew Services	Repairs	\$321.30
Dmc Welding & Repair Llc	Poles for Shades	\$15,085.17
Eftps	Taxes	\$4,714.72
Eftps	Taxes	\$7,239.56

Emergency Medical Products	Supplies	\$49.59
Gis Benefits	Insurance	\$49.92
Justin Meader	Repairs	\$655.00
Heartland Co-Op	June Service	\$1,539.26
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
Iowa Dept Of Natural Resources	Fees	\$209.17
Iowa Dept Of Public Health	Fees	\$35.00
Iowa League Of Cities	FY24 DUES	\$1,418.00
Iowa One Call	May Service	\$88.20
Ipers	IPERS	\$6,072.42
Iron Mountain	June Service	\$93.45
Jerico Services	Dust Control	\$4,141.20
Karen Mccleary	June Service	\$675.00
Leaf	Copier	\$165.81
Eddie Leedom	June Services	\$691.48
Linde Gas & Equipment Inc.	June Services	\$42.16
Macumber, Olivia	Reimbursement	\$56.40
Macumber, Olivia	Reimbursement	\$12.31
Menards	Pocket Park Supplies	\$2,245.29
Menards	Memorial Park Supplies	\$399.24
Merrit Company	Supplies	\$391.45
Midamerican Energy	June Service	\$8,704.85
Minburn Communications	July Services	\$54.99
Municipal Supply Inc	Maintenance	\$292.14
Nationwide Retirement Sol	Insurance	\$225.00
Nationwide Retirement Sol	Insurance	\$225.00
Navarro, James	Pocket Park Muralist	\$3,687.50
Northway Well And Pump	Well #11 Rehab	\$7,900.00
Odp Business Solutions Llc	Supplies	\$217.23
Preferred Pest Control	Pest Control	\$265.00
Quill.Com	Supplies	\$26.99
Region Xii Cog	Dues	\$1,500.00
Treasurer - State Of Iowa	Taxes	\$2,165.98
Treasurer - State Of Iowa	Taxes	\$2,425.18
Sam, Llc	Maintenance	\$2,400.00
Sande Construction Supply	Pool Pay Estimate #11	\$643,387.31
April Scrivner	Mileage	\$58.62
Storey Kenworthy/Matt Parrott	Paper	\$94.48
Strauss Security Solutions	Monitoring	\$110.85
The Wall Street Journal	Renewal	\$170.00
Umb Bank Na	Fees	\$250.00
Uhs Premium Billing	Insurance	\$639.24

Uhs Premium Billing	Insurance	\$11,669.69
Veenstra & Kimm	June Services	\$22,594.40
Verizon Wireless	June Services	\$280.07
Treasurer - State Of Iowa	Taxes	\$1,226.23
Waste Management	June Services	\$22,913.52
Waters Edge Aquatic Design	Design	\$1,840.00
Wells Fargo	Loungers	<u>\$7,990.06</u>
Accounts Payable Total		\$901,318.42

General	\$112,818.20
Capital Improvement	\$367.00
Rut	\$5,831.62
T&A(Eb)	\$12,957.44
Burnett Project	\$31,300.00
Debt Service	\$250.00
Cap Improve Pool	\$678,583.84
Water	\$24,572.83
Water Capital Outlay	\$3,840.00
Sewer	\$13,440.99
Storm District	\$856.50
Drainage District 76	<u>\$16,500.00</u>
Total Funds	\$901,318.42

REVENUES

GENERAL TOTAL	\$76,132.81
T&A(FT) TOTAL	\$2,756.26
T&A(SC) TOTAL	\$4,152.36
CAPITAL IMPROVEMENT TOTAL	\$67,456.04
T&A(SL) TOTAL	\$78.18
RUT TOTAL	\$29,823.05
T&A(EB) TOTAL	\$106,312.46
LOCAL OPTION SALES TAX TOTAL	\$53,453.59
TIF TOTAL	\$573.87
TREES TOTAL	\$48.55
BURNETT PROJECT TOTAL	\$173.15
DEBT SERVICE TOTAL	\$40,972.61
CAP IMPROVE POOL TOTAL	\$278,416.20
T&A(B) TOTAL	\$9.86
T&A(Y) TOTAL	\$9.75
WATER TOTAL	\$45,630.26
WATER CAPITAL OUTLAY TOTAL	\$136,487.96
SEWER TOTAL	\$39,012.84
STORM DISTRICT TOTAL	<u>\$5,096.09</u>
TOTAL REVENUE BY FUND	\$886,595.89

TREASURER'S REPORT
CALENDAR 7/2023, FISCAL 1/2024

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	568,874.43	77,086.01	135,576.92	.00	510,383.52
011 T&A (PD) BENEVOLENT	.00	.00	.00	.00	.00
015 T&A(FT)	416,291.00	53.72	.00	.00	416,344.72
021 T&A(SC)	16,570.48	16.58	.00	.00	16,587.06
029 CAPITAL IMPROVEMENT	278,168.95	701.89	.00	.00	278,870.84
041 T&A(SL)	9,075.78	22.90	.00	.00	9,098.68
110 RUT	209,994.81	21,868.16	1,690.42	.00	230,172.55
112 T&A(EB)	114,907.96	2,568.16	19,725.51	.00	97,750.61
119 EMERGENCY LEVY FUND	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	.00	41,055.92	16,055.11	.00	25,000.81
125 TIF	6,623.20	11,089.80	4,923.25	.00	12,789.75
161 TREES	18,375.06	46.36	.00	.00	18,421.42
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	140,526.85	86.36	31,300.00	.00	109,313.21
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	107,007.64	25,497.91	.00	.00	132,505.55
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	360,541.39	2,499.00	646,587.03	.00	283,546.64-
310 CAP IMPRV-AMERICAN RESCUE	.00	.00	.00	.00	.00
311 CAP IMPROVE CROSS STREETS	.00	.00	.00	.00	.00
501 T&A(B)	15,729.65	9.41	.00	.00	15,739.06
502 T&A(Y)	13,689.51	9.31	.00	.00	13,698.82
600 WATER	451,269.36	47,966.12	19,881.27	.00	479,354.21
602 WATER CAPITAL OUTLAY	51,058.41	.00	.00	.00	51,058.41
610 SEWER	609,365.18	39,784.08	21,268.93	.00	627,880.33
740 STORM DISTRICT	80,240.06	5,053.66	738.36	.00	84,555.36
760 DRAINAGE DISTRICT 76	.00	.00	16,500.00	.00	16,500.00-
Report Total	3,468,309.72	275,415.35	914,246.80	.00	2,829,478.27

BALANCE SHEET
CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	6,092.13	26,555.83
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)	614.38	7,055.68
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
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	.00	.00
310-000-1110	CHECKING-CAP IMPRV ARPA	.00	.00
311-000-1110	CHECKING-CAP IMPROVE CROSS STR	.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	14,998.13	20,379.52
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	1,892.53	11,979.08
610-000-1111	CHECKING-SEWER SINKING	.00	.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	1,848.49	2,980.32
760-000-1110	CHECKING-DRAINAGE DISTRICT 76	.00	.00
	CHECKING TOTAL	21,748.68	68,950.43

BALANCE SHEET
CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1120	PETTY CASH	50.00	200.00
	PETTY CASH TOTAL	----- 50.00	----- 200.00
001-000-1160	SAVINGS-GENERAL	64,633.04-	183,627.69
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.00	.00
015-000-1160	SAVINGS-T&A(FT)	53.72	21,344.72
021-000-1160	SAVINGS-T&A(SC)	16.58	6,587.06
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	142.44	56,594.08
029-000-1162	SAVINGS-DEPR PARK	5.21	2,070.67
029-000-1163	SAVINGS-DEPR SWIM POOL	.00	.00
029-000-1164	SAVINGS-DEPR P/W BLDG	485.43	192,870.60
029-000-1165	SAVINGS-DEPR FIRE	61.11	24,278.09
029-000-1166	SAVINGS-DEPR MEMORIAL HALL	7.70	3,057.40
041-000-1160	SAVINGS-T&A(SL)	22.90	9,098.68
110-000-1160	SAVINGS-RUT	20,013.53	134,930.22
110-000-1161	SAVINGS-DEPR RUT EQUIP	164.21	65,242.33
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	17,771.73-	90,694.93
119-000-1160	SAVINGS-EMERG LEVY	.00	.00
121-000-1160	SAVINGS-LOST	25,000.81	25,000.81
121-000-1162	SAVINGS-LOST SWIM POOL	.00	.00
121-000-1163	SAVINGS-LOST SINKING	.00	.00
125-000-1160	SAVINGS-TIF	6,166.55	12,789.75
161-000-1160	SAVINGS-TREE FUND	46.36	18,421.42
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	31,213.64-	34,313.21
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	25,497.91	132,505.55
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	644,088.03-	283,546.64-
310-000-1160	SAVINGS-CAP IMPRV ARPA	.00	.00
311-000-1160	SAVINGS-CAP IMPROVE CROSS STRT	.00	.00
501-000-1160	SAVINGS-T&A(B)	9.41	3,739.06
502-000-1160	SAVINGS-T&A(Y)	9.31	3,698.82
600-000-1160	SAVINGS-WATER	3,608.34	276,749.47
600-000-1161	SAVINGS-WATER SINKING	9,478.38	17,683.66
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	.00	51,058.41
610-000-1160	SAVINGS-SEWER	300.95	360,753.25

BALANCE SHEET
CALENDAR 7/2023, FISCAL 1/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
610-000-1161	SAVINGS-SEWER SINKING	16,321.67	31,805.34
610-000-1162	SAVINGS-SEWER RESERVE	.00	.00
610-000-1163	SAVINGS-SEWER IMPROVEMENT	.00	13,342.66
740-000-1160	SAVINGS-STORM DISTRICT	6,163.79	81,575.04
760-000-1160	SAVINGS-DRAINAGE DISTRICT 76	16,500.00-	16,500.00-
	SAVINGS TOTAL	660,630.13-	1,568,327.84
001-000-1170	CD#48375-GENERAL	.00	250,000.00
001-000-1171	CD#48956-GENERAL	.00	50,000.00
015-000-1170	CD#48956-T&A (FT)	.00	240,000.00
015-000-1171	CD#48375-T&A (FT)	.00	155,000.00
021-000-1170	CD#48956-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#48956-WATER	.00	50,000.00
610-000-1170	CD#48956-SEWER	.00	200,000.00
610-000-1171	CD#48375-SEWER	.00	10,000.00
	CD'S TOTAL	.00	1,192,000.00
	TOTAL CASH	638,831.45-	2,829,478.27

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

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	POLICE-PAYMENTS OTHER AG	164,843.00	13,449.26	13,449.26	8.16
001-110-6419	POLICE-TECHNOLOGY SERVIC	.00	.00	.00	.00
001-110-6499	POLICE-RESERVE OFFICERS	.00	.00	.00	.00
001-110-6505	POLICE-PIONEER GRANT	.00	.00	.00	.00
001-110-6506	POLICE-OFFICE SUPPLIES	.00	.00	.00	.00
001-110-6507	POLICE-OPERATING SUPPLIE	.00	.00	.00	.00
001-110-6599	POLICE-PUBLIC RELATIONS	.00	.00	.00	.00
011-110-6599	T&A(PD) BENEVOLENT	.00	.00	.00	.00
029-110-6799	DEPR-POLICE EXPENSE	.00	.00	.00	.00
112-110-6110	POLICE-FICA	10,365.00	838.56	838.56	8.09
112-110-6130	POLICE-IPERS	12,546.00	1,015.04	1,015.04	8.09
112-110-6150	POLICE-GROUP INSURANCE	36,972.00	3,080.21	3,080.21	8.33
112-110-6155	POLICE-CITY SHARE HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	1,078.00	89.82	89.82	8.33
112-110-6170	POLICE-UNEMPLOYMENT	190.00	15.80	15.80	8.32
112-110-6181	POLICE-UNIFORM ALLOWANCE	600.00	50.00	50.00	8.33
177-110-6505	T&A(PD)-FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	226,594.00	18,538.69	18,538.69	8.18
001-150-6010	FIRE DEPT-SALARIES	10,000.00	2,190.00	2,190.00	21.90
001-150-6150	FIRE DEPT-GROUP INSURANC	.00	.00	.00	.00
001-150-6210	FIRE DEPT-DUES	500.00	.00	.00	.00
001-150-6230	FIRE DEPT-TRAINING	5,000.00	.00	.00	.00
001-150-6310	FIRE DEPT-BUILDING MAINT	10,000.00	.00	.00	.00
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	333.05	333.05	11.10
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	.00	.00	.00
001-150-6373	FIRE DEPT-TELEPHONE	1,800.00	139.95	139.95	7.78
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	5,000.00	218.97	218.97	4.38
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	4,000.00	.00	.00	.00
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	91.75	91.75	3.06
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	18,000.00	.00	.00	.00
015-150-6505	T&A(FI)-EXPENSES	.00	.00	.00	.00
029-150-6504	DEPR-FD MINOR EQUIPMENT	.00	.00	.00	.00
112-150-6110	FIRE-FICA	765.00	167.58	167.58	21.91
112-150-6130	FIRE-IPERS	200.00	.93	.93	.47
112-150-6150	FIRE-GROUP INSURANCE	.00	.00	.00	.00
112-150-6155	FIRE-CITY SHARE HSA	.00	.00	.00	.00
112-150-6160	FIRE-WORKER'S COMP	7,920.00	.00	.00	.00
	FIRE TOTAL	81,185.00	3,142.23	3,142.23	3.87
001-170-6407	BUILDING INSPECTION-FEES	50,000.00	.00	.00	.00
	BUILDING INSPECTIONS TOT	50,000.00	.00	.00	.00

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-190-6499	ANIMAL CONTROL-EXPENSES	400.00	.00	.00	.00
	ANIMAL CONTROL TOTAL	400.00	.00	.00	.00
	PUBLIC SAFETY TOTAL	358,179.00	21,680.92	21,680.92	6.05
001-210-6010	STREETS-WAGES	40,061.00	3,101.80	3,101.80	7.74
001-210-6210	STREETS-DUES	200.00	.00	.00	.00
001-210-6230	STREETS-EDUCATION/TRAINI	.00	.00	.00	.00
001-210-6332	STREETS-VEHICLE MAINT	.00	.00	.00	.00
001-210-6417	STREETS-PROJECTS	.00	.00	.00	.00
001-210-6419	STREETS-TECHNOLOGY SERV	2,200.00	630.01	630.01	28.64
001-210-6499	STREETS-CONTRACT LABOR	900.00	.00	.00	.00
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,300.00	.00	.00	.00
021-210-6417	T&A(SC)-REFUNDS	1,000.00	.00	.00	.00
029-210-6710	DEPR-NON RUT EQUIP	.00	.00	.00	.00
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	332.23	332.23	11.07
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	299,100.00	.00	.00	.00
110-210-6425	RUT-SIDEWALK IMPROVEMENT	1,000.00	.00	.00	.00
110-210-6490	RUT-FAIR VIEW DR SIDEWAL	.00	.00	.00	.00
110-210-6504	RUT-STREET EQUIP	.00	.00	.00	.00
110-210-6710	RUT-DEPR EQUIP EXPENSES	.00	.00	.00	.00
112-210-6110	STREETS-FICA	3,065.00	267.88	267.88	8.74
112-210-6130	STREETS-IPERS	3,610.00	311.95	311.95	8.64
112-210-6150	STREETS-GROUP INSURANCE	9,618.00	1,057.39	1,057.39	10.99
112-210-6155	STREETS-CITY SHARE HSA	2,536.00	44.52	44.52	1.76
112-210-6160	STREETS-WORKER'S COMP	5,720.00	.00	.00	.00
112-210-6170	STREETS-UNEMPLOYMENT	.00	.00	.00	.00
112-210-6181	STREETS-UNIFORM ALLOWANC	800.00	400.00	400.00	50.00
	ROADS, BRIDGES, SIDEWALK	374,110.00	6,145.78	6,145.78	1.64
110-230-6371	RUT-STREET LIGHTS	22,000.00	1,358.19	1,358.19	6.17
110-230-6509	RUT-STREET SIGNS	3,000.00	.00	.00	.00
	STREET LIGHTING TOTAL	25,000.00	1,358.19	1,358.19	5.43
110-250-6331	RUT-SNOW REM VEHICLE OPE	3,500.00	.00	.00	.00
110-250-6332	RUT-SNOW REM VEHICLE REP	4,500.00	.00	.00	.00
110-250-6499	RUT-SNOW REM CONTRACT LA	4,000.00	.00	.00	.00
110-250-6599	RUT-SNOW REM SUPPLIES	15,000.00	.00	.00	.00
	SNOW REMOVAL TOTAL	27,000.00	.00	.00	.00
001-290-6010	GARBAGE-WAGES	23,450.00	1,626.43	1,626.43	6.94
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	.00	.00
001-290-6418	GARBAGE-SALES TAX	7,000.00	517.05	517.05	7.39
001-290-6499	GARBAGE-FEES	272,950.00	22,913.52	22,913.52	8.39
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	153.96	153.96	12.83
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	.00	.00
112-290-6110	GARBAGE-FICA	1,794.00	124.41	124.41	6.93
112-290-6130	GARBAGE-IPERS	2,214.00	153.55	153.55	6.94
112-290-6150	GARBAGE-GROUP INSURANCE	9,741.00	712.28	712.28	7.31
112-290-6155	GARBAGE-CITY SHARE HSA	1,500.00	24.52	24.52	1.63

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	GARBAGE TOTAL	323,544.00	26,225.72	26,225.72	8.11
001-299-6010	GARAGE-WAGES	22,051.00	1,840.05	1,840.05	8.34
001-299-6310	GARAGE-BUILDING REPAIRS	10,000.00	.00	.00	.00
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	332.23	332.23	9.49
001-299-6332	GARAGE-VEHICLE REPAIRS	14,000.00	.00	.00	.00
001-299-6371	GARAGE-UTILITIES	3,500.00	.00	.00	.00
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,500.00	80.01	80.01	1.78
001-299-6490	STREET TREES	28,000.00	.00	.00	.00
001-299-6507	GARAGE-OPERATING SUPPLIE	8,000.00	.00	.00	.00
029-299-6799	DEPR-P/W BLDG EXPENSE	245,000.00	.00	.00	.00
112-299-6110	GARAGE-FICA	1,687.00	140.75	140.75	8.34
112-299-6130	GARAGE-IPERS	2,082.00	162.19	162.19	7.79
112-299-6150	GARAGE-GROUP INSURANCE	6,533.00	745.39	745.39	11.41
112-299-6155	GARAGE-CITY SHARE HSA	918.00	21.08	21.08	2.30
112-299-6160	GARAGE-WORKER'S COMP	2,000.00	.00	.00	.00
	OTHER PUBLIC WORKS TOTAL	351,771.00	3,321.70	3,321.70	.94
	PUBLIC WORKS TOTAL	1,101,425.00	37,051.39	37,051.39	3.36
001-350-6501	MOSQUITO SPRAYING-FEES	8,600.00	.00	.00	.00
	WATER,AIR,MOSQUITO CONTR	8,600.00	.00	.00	.00
001-399-6590	COVID-19 EXPENSES	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV	.00	.00	.00	.00
	HEALTH & SOCIAL SERVICES	8,600.00	.00	.00	.00
001-410-6010	LIBRARY-WAGES	93,769.00	6,694.54	6,694.54	7.14
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	8,000.00	680.00	680.00	8.50
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	.00	.00
001-410-6340	LIBRARY-COMPUTER MAINT	6,000.00	.00	.00	.00
001-410-6371	LIBRARY-UTILITIES	14,000.00	593.42	593.42	4.24
001-410-6373	LIBRARY-TELEPHONE	4,000.00	318.05	318.05	7.95
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,600.00	165.81	165.81	10.36
001-410-6502	LIBRARY-BOOKS	16,000.00	662.50	662.50	4.14
001-410-6505	LIBRARY-OFFICE FURNITURE	2,000.00	.00	.00	.00
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,500.00	280.83	280.83	4.32
001-410-6508	LIBRARY-POSTAGE	500.00	104.00	104.00	20.80
001-410-6599	LIBRARY-EQUIPMENT	.00	.00	.00	.00
041-410-6502	T&A(SL)-EXPENSES	.00	.00	.00	.00
112-410-6110	LIBRARY-FICA	7,173.00	512.14	512.14	7.14
112-410-6130	LIBRARY-IPERS	8,852.00	631.97	631.97	7.14
112-410-6150	LIBRARY-GROUP INSURANCE	28,224.00	1,700.04	1,700.04	6.02
112-410-6155	LIBRARY-CITY SHARE HSA	5,000.00	100.00	100.00	2.00
112-410-6160	LIBRARY-WORKER'S COMP	500.00	.00	.00	.00
121-410-6770	LOST-CAP OUTLAY LIBRARY	.00	.00	.00	.00
168-410-6721	T&A(BURNETT LIBRARY)-EXP	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
501-410-6502	T&A BOOKS-EXPENSE	.00	.00	.00	.00
	LIBRARY TOTAL	202,868.00	12,443.30	12,443.30	6.13
001-430-6010	PARKS-WAGES	52,785.00	6,331.35	6,331.35	11.99
001-430-6210	PARKS-DUES	100.00	.00	.00	.00
001-430-6230	PARKS-EDUCATION/TRAINING	250.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	10,000.00	229.53	229.53	2.30
001-430-6320	PARKS-GROUND MAINT/REPAI	31,000.00	4,951.39	4,951.39	15.97
001-430-6331	PARKS-VEHICLE OPERATION	3,000.00	257.00	257.00	8.57
001-430-6350	PARKS-EQUIP REPAIRS	1,000.00	.00	.00	.00
001-430-6371	PARKS-UTILITIES	2,500.00	187.15	187.15	7.49
001-430-6385	PARKS-GRANT EXPENSES	5,000.00	8,000.00	8,000.00	160.00
001-430-6390	PARKS-DALLAS COUNTY FOUN	.00	780.75	780.75	.00
001-430-6399	PARKS-PARK EQUIP/MAINT	20,000.00	.00	.00	.00
001-430-6450	PARKS-TREE MAINT	10,000.00	.00	.00	.00
001-430-6460	PARKS-TREES PLEASE GRANT	2,000.00	.00	.00	.00
001-430-6461	PARKS-TREES FOREVER GRAN	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	237.21	237.21	11.86
029-430-6720	DEPR-PARK EXPENSES	.00	.00	.00	.00
112-430-6110	PARKS-FICA	4,038.00	484.37	484.37	12.00
112-430-6130	PARKS-IPERS	3,849.00	278.07	278.07	7.22
112-430-6150	PARKS-GROUP INSURANCE	6,712.00	253.32	253.32	3.77
112-430-6155	PARKS-CITY SHARE HSA	1,314.00	10.75	10.75	.82
112-430-6160	PARKS-WORKER'S COMP	1,000.00	.00	.00	.00
112-430-6181	PARKS-UNIFORM ALLOWANCE	400.00	.00	.00	.00
167-430-6320	T&A(BURNETT REC)-PARK IM	80,000.00	31,300.00	31,300.00	39.13
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	238,648.00	53,300.89	53,300.89	22.33
001-440-6010	SWIM POOL-WAGES	74,957.00	24,613.53	24,613.53	32.84
001-440-6230	SWIM POOL-TRAINING	2,000.00	.00	.00	.00
001-440-6310	SWIM POOL-EQUIP/BLDG REP	5,000.00	169.71	169.71	3.39
001-440-6350	SWIM POOL-OPER EQUIP REP	3,000.00	.00	.00	.00
001-440-6371	SWIM POOL-UTILITIES	6,000.00	118.47	118.47	1.97
001-440-6373	SWIM POOL-PHONE/DATA/HOT	500.00	71.05	71.05	14.21
001-440-6418	SWIM POOL-SALES TAX	4,000.00	1,337.91	1,337.91	33.45
001-440-6419	SWIM POOL-TECHNOLOGY SER	.00	.00	.00	.00
001-440-6501	SWIM POOL-CHEM/INSPEC	10,000.00	5,468.14	5,468.14	54.68
001-440-6507	SWIM POOL-OPERATING SUPP	3,000.00	1,220.23	1,220.23	40.67
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	5,734.00	1,882.92	1,882.92	32.84
112-440-6130	SWIM POOL-IPERS	1,412.00	98.69	98.69	6.99
112-440-6150	SWIM POOL-GROUP INS	4,979.00	269.29	269.29	5.41
112-440-6155	SWIM POOL-CITY SHARE HSA	425.00	14.75	14.75	3.47
112-440-6160	SWIM POOL-WORKER'S COMP	1,980.00	.00	.00	.00
166-440-6599	T&A(REC PROGRAM)-EXPENSE	.00	.00	.00	.00
167-440-6801	T&A(BURNETT REC)-PRINCIP	.00	.00	.00	.00
169-440-6750	T&A(BURNETT CAP IMPR)-PA	.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

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
180-440-6407	REC TRAIL-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	.00	.00	.00	.00
	RECREATION TOTAL	122,987.00	35,264.69	35,264.69	28.67
	CULTURE & RECREATION TOT	564,503.00	101,008.88	101,008.88	17.89
161-510-6450	DEVELOPMENT TREES- EXPEN	.00	.00	.00	.00
	COMMUNITY BEAUTIFICATION	.00	.00	.00	.00
001-520-6210	ECON DEV-DUES	5,000.00	.00	.00	.00
001-520-6371	ECON DEV-UTILITIES	200.00	.00	.00	.00
001-520-6402	ECON DEV-ADVERTISING/SIG	1,000.00	.00	.00	.00
001-520-6407	ECON DEV-ENGINEERING	10,000.00	.00	.00	.00
001-520-6413	ECON DEV-PAYMENT OTHER A	10,000.00	8,000.00	8,000.00	80.00
001-520-6470	ECON DEV-COMPLIANCE	8,000.00	1,022.07	1,022.07	12.78
001-520-6490	ECON DEV-MISC EXPENSE	500.00	.00	.00	.00
001-520-6495	ECON DEV-ACTIVITIES	5,000.00	.00	.00	.00
001-520-6499	ECON DEV-OTHER PROF SERV	.00	.00	.00	.00
001-520-6761	ECON DEV-WALNUT STREET	.00	60.74	60.74	.00
125-520-6411	TIF-LEGAL EXPENSES	.00	.00	.00	.00
125-520-6499	TIF-PIONEER REBATE AGREE	.00	.00	.00	.00
125-520-6799	TIF-STREETScape	.00	.00	.00	.00
169-520-6499	T&A(BURNETT CAP IMP)-WAL	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOT	39,700.00	9,082.81	9,082.81	22.88
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	20,000.00	.00	.00	.00
001-540-6414	P&Z-PUBLICATIONS	100.00	.00	.00	.00
001-540-6490	P&Z-MISC	300.00	.00	.00	.00
	PLANNING & ZONING TOTAL	20,400.00	.00	.00	.00
	COMMUNITY & ECONOMIC DEV	60,100.00	9,082.81	9,082.81	15.11
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	400.00	4.17
001-610-6210	MAYOR/COUNCIL-DUES	3,000.00	2,918.00	2,918.00	97.27
001-610-6230	MAYOR/COUNCIL-TRAINING	300.00	.00	.00	.00
001-610-6401	MAYOR/COUNCIL-AUDITS	20,000.00	.00	.00	.00
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	7,200.00	492.75	492.75	6.84
001-610-6419	MAYOR/COUNCIL-TECHNOLOGY	1,500.00	59.94	59.94	4.00
001-610-6490	MAYOR/COUNCIL-BONDS/DUES	3,000.00	.00	.00	.00
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	5,000.00	23.85	23.85	.48
112-610-6110	MAYOR/COUNCIL-FICA	734.00	30.60	30.60	4.17
112-610-6130	MAYOR/COUNCIL-IPERS	634.00	.00	.00	.00
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	50,968.00	3,925.14	3,925.14	7.70
001-620-6010	CLERK-WAGES	78,780.00	6,693.14	6,693.14	8.50
001-620-6210	CLERK-DUES	300.00	.00	.00	.00
001-620-6230	CLERK-EDUCATION/TRAINING	5,000.00	15.00	15.00	.30

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

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	250.08	250.08	8.07
001-620-6419	CLERK-TECHNOLOGY SERVICE	16,000.00	496.02	496.02	3.10
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	.00	.00	.00
001-620-6505	CLERK-OFFICE EQUIP PURCH	5,000.00	.00	.00	.00
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	341.89	341.89	7.95
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	.00	.00	.00
112-620-6110	CLERK-FICA	6,027.00	512.04	512.04	8.50
112-620-6130	CLERK-IPERS	7,437.00	631.82	631.82	8.50
112-620-6150	CLERK-GROUP INSURANCE	35,923.00	2,765.43	2,765.43	7.70
112-620-6155	CLERK-CITY SHARE HSA	4,825.00	125.46	125.46	2.60
112-620-6160	CLERK-WORKER'S COMP	540.00	.00	.00	.00
	CLERK/TREASURER/ADM TOTA	170,232.00	11,830.88	11,830.88	6.95
001-630-6403	ELECTIONS-EXPENSES	1,200.00	.00	.00	.00
	ELECTIONS TOTAL	1,200.00	.00	.00	.00
001-640-6405	ATTORNEY-MISC EXP	3,000.00	.00	.00	.00
001-640-6411	ATTORNEY-RETAINER	36,000.00	3,000.00	3,000.00	8.33
	LEGAL SERVICES/ATTORNEY	39,000.00	3,000.00	3,000.00	7.69
001-650-6310	MEMORIAL HALL-BLDG MAINT	10,000.00	.00	.00	.00
001-650-6320	MEMORIAL HALL-MISC EXPEN	4,000.00	12.56	12.56	.31
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	390.27	390.27	6.00
001-650-6373	MEMORIAL HALL-TELEPHONE	600.00	50.00	50.00	8.33
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	260.00	260.00	6.05
001-650-6499	MEMORIAL HALL-ELEV MAINT	1,300.00	.00	.00	.00
	CITY HALL/GENERAL BLDGS	26,700.00	712.83	712.83	2.67
001-660-6408	GENERAL-LIABILITY INSURA	75,000.00	.00	.00	.00
	TORT LIABILITY TOTAL	75,000.00	.00	.00	.00
001-699-6490	MISC UNALLOCATED REIMB	5,000.00	.00	.00	.00
	OTHER GENERAL GOVERNMENT	5,000.00	.00	.00	.00
	GENERAL GOVERNMENT TOTAL	368,100.00	19,468.85	19,468.85	5.29
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	65,000.00	.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	12,160.00	.00	.00	.00
200-210-6899	DS BOND-REGISTRATION FEE	600.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALK	77,760.00	.00	.00	.00
305-430-6385	PLAYGROUND-PRAIRE MDWS G	.00	.00	.00	.00
305-430-6390	PLAYGROUND-DALLAS CNTY G	.00	.00	.00	.00
	PARKS TOTAL	.00	.00	.00	.00
200-440-6804	DS PRINC-2022 POOL	25,000.00	.00	.00	.00
200-440-6854	DS INT-2022 POOL	111,981.00	.00	.00	.00
200-440-6899	DS BOND-REGISTRATION FEE	600.00	.00	.00	.00
	RECREATION TOTAL	137,581.00	.00	.00	.00

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

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	46,000.00	.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	15,628.00	.00	.00	.00
200-815-6899	DS BOND-REGISTRATIONS FE	2,233.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	63,861.00	.00	.00	.00
200-865-6801	DS PRINC-2016 SW STORM	150,000.00	.00	.00	.00
200-865-6851	DS INT-2016 SW STORM	65,720.00	.00	.00	.00
200-865-6899	DS BOND-REGISTRATION	600.00	.00	.00	.00
	STORM DISTRICT TOTAL	216,320.00	.00	.00	.00
	DEBT SERVICE TOTAL	495,522.00	.00	.00	.00
311-210-6407	CAP IMPR CROSS STS-ENGIN	50,000.00	.00	.00	.00
311-210-6411	CAP IMPR CROSS STS-LEGAL	.00	.00	.00	.00
311-210-6490	CAP IMPR CROSS STS-BOND	.00	.00	.00	.00
311-210-6761	CAP IMPR CROSS STS-EXPEN	100,000.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALK	150,000.00	.00	.00	.00
308-410-6770	CAP IMPROVEMENT LIBRARY-	.00	.00	.00	.00
	LIBRARY TOTAL	.00	.00	.00	.00
309-440-6407	CAP IMPROVE POOL-ENGINEE	55,000.00	.00	.00	.00
309-440-6490	CAP IMPROVE POOL-BOND EX	.00	.00	.00	.00
309-440-6797	CAP IMPROVE POOL-BOCK GR	.00	.00	.00	.00
309-440-6798	CAP IMPROVE POOL-CAT GRA	250,000.00	.00	.00	.00
309-440-6799	CAP IMPROVE POOL-EXPENSE	1,200,000.00	646,587.03	646,587.03	53.88
	RECREATION TOTAL	1,505,000.00	646,587.03	646,587.03	42.96
310-750-6374	CAP IMPRV ARPA-EXPENSES	.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	1,655,000.00	646,587.03	646,587.03	39.07
600-810-6010	WATER-WAGES	104,848.00	7,981.19	7,981.19	7.61
600-810-6110	WATER-FICA	8,021.00	641.13	641.13	7.99
600-810-6130	WATER-IPERS	9,898.00	749.25	749.25	7.57
600-810-6150	WATER-GROUP INSURANCE	29,133.00	1,949.39	1,949.39	6.69
600-810-6155	WATER-CITY SHARE HSA	3,239.00	96.65	96.65	2.98
600-810-6160	WATER-WORKER'S COMP	3,200.00	.00	.00	.00
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	400.00	400.00	100.00
600-810-6210	WATER-DUES	1,500.00	269.17	269.17	17.94
600-810-6230	WATER-TRAINING	1,500.00	.00	.00	.00
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	50,000.00	292.14	292.14	.58
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	.00	.00	.00
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	142.38	142.38	7.12
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	10,000.00	.00	.00	.00
600-810-6371	WATER-UTILITIES	25,000.00	2,299.49	2,299.49	9.20

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6373	WATER-TELEPHONE	.00	.00	.00	.00
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	780.69	780.69	6.01
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	18,650.00	.00	.00	.00
600-810-6411	WATER-LEGAL	10,000.00	.00	.00	.00
600-810-6418	WATER-SALES TAX EXPENSE	29,870.00	2,384.30	2,384.30	7.98
600-810-6419	WATER-TECHNOLOGY SERVICE	8,000.00	651.93	651.93	8.15
600-810-6499	WATER-TESTS	6,500.00	489.60	489.60	7.53
600-810-6501	WATER-SALT/CHEMICALS	20,000.00	.00	.00	.00
600-810-6506	WATER-OFFICE SUPPLIES	1,800.00	153.96	153.96	8.55
600-810-6507	WATER-OPERATING SUPPLIES	4,000.00	.00	.00	.00
600-810-6508	WATER-POSTAGE	1,500.00	.00	.00	.00
600-810-6599	WATER-MISC EXP	2,500.00	.00	.00	.00
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	8,341.00	.00	.00	.00
600-810-6899	WATER-BOND REGISTRATION	500.00	600.00	600.00	120.00
602-810-6407	WATER CAP OUTLAY-ENGINEE	12,604.91	.00	.00	.00
602-810-6780	WATER CAP OUTLAY-UTIL SY	50,000.00	.00	.00	.00
	WATER TOTAL	603,504.91	19,881.27	19,881.27	3.29
610-815-6010	SEWER-WAGES	97,547.00	7,576.22	7,576.22	7.77
610-815-6110	SEWER-FICA	7,462.00	610.23	610.23	8.18
610-815-6130	SEWER-IPERS	9,208.00	713.07	713.07	7.74
610-815-6150	SEWER-GROUP INSURANCE	30,220.00	2,504.45	2,504.45	8.29
610-815-6155	SEWER-CITY SHARE HSA	7,943.00	112.27	112.27	1.41
610-815-6160	SEWER-WORKER'S COMP	3,500.00	.00	.00	.00
610-815-6181	SEWER-UNIFORM ALLOWANCE	400.00	400.00	400.00	100.00
610-815-6210	SEWER-DUES	350.00	64.54	64.54	18.44
610-815-6230	SEWER-EDUCATION/TRAINING	1,500.00	625.00	625.00	41.67
610-815-6310	SEWER-BLDG REPAIR/MAINT	10,000.00	.00	.00	.00
610-815-6320	SEWER-GROUND REPAIR/MAIN	2,500.00	.00	.00	.00
610-815-6331	SEWER-VEHICLE OPERATIONS	1,600.00	142.37	142.37	8.90
610-815-6332	SEWER-VEHICLE REPAIRS	.00	.00	.00	.00
610-815-6340	SEWER-OFFICE EQUIP	.00	.00	.00	.00
610-815-6350	SEWER-OPERATION/MAINT	10,000.00	655.00	655.00	6.55
610-815-6371	SEWER-UTILITIES	35,000.00	3,769.32	3,769.32	10.77
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	60.78	60.78	3.04
610-815-6407	SEWER-ENGINEERING	50,000.00	.00	.00	.00
610-815-6408	SEWER-INSURANCE	23,000.00	.00	.00	.00
610-815-6411	SEWER-LEGAL	.00	.00	.00	.00
610-815-6418	SEWER-SALES TAX EXPENSE	7,560.00	415.81	415.81	5.50
610-815-6419	SEWER-TECHNOLOGY SERVICE	12,500.00	706.91	706.91	5.66
610-815-6499	SEWER-TESTS	17,000.00	139.50	139.50	.82

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6506	SEWER-OFFICE SUPPLIES	1,700.00	153.96	153.96	9.06
610-815-6507	SEWER-SUPPLIES	500.00	.00	.00	.00
610-815-6508	SEWER-POSTAGE	1,500.00	.00	.00	.00
610-815-6599	SEWER-ADMIN EXPENSES	2,000.00	.00	.00	.00
610-815-6767	SEWER-FAIR VIEW DR SAN S	.00	.00	.00	.00
610-815-6780	SEWER-CAPITAL OUTLAY PRO	.00	2,619.50	2,619.50	.00
610-815-6801	SEWER DEBT-PRINC-2001 ED	.00	.00	.00	.00
610-815-6802	SEWER DEBT-PRINC 1999	.00	.00	.00	.00
610-815-6803	SEWER DEBT-PRINC WASS	.00	.00	.00	.00
610-815-6804	SEWER DEBT-PRINC 2019 SR	140,000.00	.00	.00	.00
610-815-6851	SEWER DEBT-INT 2001 EDS	.00	.00	.00	.00
610-815-6853	SEWER DEBT-INT WASS	.00	.00	.00	.00
610-815-6852	SEWER DEBT-INT-1999	.00	.00	.00	.00
610-815-6854	SEWER DEBT-INT 2019 SRF	48,878.00	.00	.00	.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	6,983.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	530,851.00	21,268.93	21,268.93	4.01
740-865-6331	STORM DISTRICT-VEHICLE O	.00	.00	.00	.00
740-865-6379	STORM DISTRICT-MAINT/REP	65,000.00	.00	.00	.00
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	1,500.00	108.36	108.36	7.22
740-865-6419	STORM DISTRICT-TECH SERV	3,000.00	630.00	630.00	21.00
740-865-6765	STORM DISTRICT-CAPITAL P	.00	.00	.00	.00
740-865-6801	STORM DISTRICT DEBT-PRIN	.00	.00	.00	.00
740-865-6851	STORM DISTRICT DEBT-INTE	.00	.00	.00	.00
740-865-6899	STORM DISTRICT DEBT-REGI	.00	.00	.00	.00
	STORM DISTRICT TOTAL	69,500.00	738.36	738.36	1.06
760-899-6399	DRAINAGE DISTRICT 76-EXP	80,000.00	16,500.00	16,500.00	20.63
760-899-6407	DRAINAGE DISTRICT 76-ENG	8,000.00	.00	.00	.00
760-899-6411	DRAINAGE DISTRICT 76-LEG	8,000.00	.00	.00	.00
	OTHER BUSINESS TYPE TOTA	96,000.00	16,500.00	16,500.00	17.19
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	ENTERPRISE FUNDS TOTAL	1,299,855.91	58,388.56	58,388.56	4.49
001-910-6910	GENERAL-TRANSFERS OUT	118,305.00	.00	.00	.00
011-910-6910	T&A(PD)BENEVOLENT-TRANSF	.00	.00	.00	.00
029-910-6910	DEPR-TRANSFER OUT	.00	.00	.00	.00
110-910-6910	RUT-TRANSFERS OUT	.00	.00	.00	.00
112-910-6910	T&A(EB)-TRANSFER OUT	.00	.00	.00	.00
119-910-6910	EMERGENCY-TRANSFER OUT	28,170.00	.00	.00	.00
121-910-6910	LOST-TRANSFER OUT	550,800.00	16,055.11	16,055.11	2.91
125-910-6910	TIF-TRANSFER OUT	163,832.00	4,923.25	4,923.25	3.01
161-910-6910	DEVELOPMENT TREES-TRANSF	.00	.00	.00	.00
167-910-6910	T&A(BURNETT REC)-TRANSFE	.00	.00	.00	.00
168-910-6910	T&A(BURNETT LIB)-TRANSFE	.00	.00	.00	.00
169-910-6910	T&A(BURNETT CAP IMP) TRA	.00	.00	.00	.00
180-910-6910	REC TRAIL-TRANSFER OUT	.00	.00	.00	.00
200-910-6910	DS-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

BUDGET REPORT
CALENDAR 7/2023, FISCAL 1/2024

PCT OF FISCAL YTD 8.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
308-910-6910	CAP IMPROVE LIBRY-TRANSF	.00	.00	.00	.00
309-910-6910	CAP IMPROV POOL-TRANSFER	62,750.00	.00	.00	.00
310-910-6910	CAP IMPRV ARPA-TRANSFER	.00	.00	.00	.00
311-910-6910	TRANSFER OUT	.00	.00	.00	.00
600-910-6910	WATER-TRANSFERS OUT	7,000.00	.00	.00	.00
602-910-6910	WATER CAP OUTLAY-TRANSFE	14,340.00	.00	.00	.00
610-910-6910	SEWER-TRANSFERS OUT	7,000.00	.00	.00	.00
740-910-6910	STORM DISTRICT-TRANSFER	5,000.00	.00	.00	.00
760-910-6910	DRAINAGE DISTRICT 76-TRA	18,000.00	.00	.00	.00
	TRANSFERS TOTAL	975,197.00	20,978.36	20,978.36	2.15
	TRANSFER OUT TOTAL	975,197.00	20,978.36	20,978.36	2.15
TOTAL EXPENSES BY FUNCTI		6,886,481.91	914,246.80	914,246.80	13.28



July 2023

Dallas Center Calls for Service

Create Date/Time	Call Type	Location
7/1/2023 8:08	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
7/1/2023 8:57	EXTRA WATCH	101 KELLOGG AVE, DALLAS CENTER
7/1/2023 16:12	PROPERTY REPORT	1202 SUGAR GROVE AVE, DALLAS CENTER
7/1/2023 16:56	911 MISDIAL	WALNUT ST / 15 TH ST, DALLAS CENTER
7/2/2023 2:07	TRAFFIC STOP	2700 240TH ST, DALLAS CENTER
7/2/2023 2:17	SUSPICIOUS	904 SUGAR GROVE AVE, DALLAS CENTER
7/2/2023 6:52	ABDOMINAL PAIN/PROBLEMS	304 HATTON AVE, DALLAS CENTER
7/2/2023 7:43	CHEST PAIN	1006 LINDEN ST, DALLAS CENTER
7/2/2023 15:21	ALARM	1400 VINE ST, DALLAS CENTER
7/2/2023 16:26	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
7/3/2023 2:09	JUVENILE PROBLEM	1203 LINDEN ST, DALLAS CENTER
7/3/2023 6:20	FIREWORKS	1201 VINE ST, DALLAS CENTER
7/4/2023 5:57	ANIMAL CONTROL	603 15TH ST, DALLAS CENTER
7/4/2023 14:14	911 MISDIAL	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
7/4/2023 14:15	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
7/4/2023 16:44	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
7/4/2023 16:46	FALLS	1006 LINDEN ST, DALLAS CENTER
7/4/2023 19:54	FIRE ALARM	1006 LINDEN ST, DALLAS CENTER
7/5/2023 3:41	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
7/6/2023 0:53	EXTRA PATROL	802 PERCIVAL AVE, DALLAS CENTER
7/6/2023 1:01	EXTRA PATROL	101 KELLOGG AVE, DALLAS CENTER
7/6/2023 12:47	EXTRICATION/ENTRAPPED	2425 240TH ST, DALLAS CENTER
7/6/2023 12:59	EXTRICATION/ENTRAPPED	2425 240TH ST, DALLAS CENTER
7/6/2023 18:37	NOISE COMPLAINT	1806 LINDEN ST 12, DALLAS CENTER
7/6/2023 21:50	911 HANGUP	KELLOGG AVE / LAUREL ST, DALLAS CENTER
7/7/2023 4:49	WELFARE CHECK	1107 SYCAMORE ST, DALLAS CENTER
7/7/2023 7:47	RETURN PHONE CALL	2425 240TH ST, DALLAS CENTER
7/7/2023 16:53	911 MISDIAL	240 TH ST / ORDER DR, DALLAS CENTER
7/7/2023 17:53	CHOKING	1204 LINDEN ST, DALLAS CENTER
7/7/2023 21:33	TRAFFIC STOP	N AVE / 230TH ST, DALLAS CENTER
7/8/2023 1:01	SUSPICIOUS	801 LINDEN ST, DALLAS CENTER
7/8/2023 11:37	911 HANGUP	1204 LINDEN ST, DALLAS CENTER

7/8/2023 12:08	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
7/8/2023 23:36	SUSPICIOUS	8TH ST / LINDEN ST, DALLAS CENTER
7/9/2023 0:01	VIOLATION OF PROTECTION ORDER	1406 WALNUT ST, DALLAS CENTER
7/9/2023 13:27	FALLS	101 RHINEHART AVE, DALLAS CENTER
7/10/2023 6:42	SICK PERSON	1006 LINDEN ST, DALLAS CENTER
7/11/2023 8:08	CARDIAC OR RESPIRATORY ARREST	1204 LINDEN ST, DALLAS CENTER
7/11/2023 8:35	DEATH INVESTIGATION	1204 LINDEN ST, DALLAS CENTER
7/11/2023 13:26	CARDIAC OR RESPIRATORY ARREST	14 ORCHARD LN, DALLAS CENTER
7/11/2023 17:27	INFORMATION	1229 MAPLE ST, DALLAS CENTER
7/12/2023 2:01	EXTRA WATCH	595 SUGAR GROVE AVE, DALLAS CENTER
7/12/2023 5:55	ALARM	595 SUGAR GROVE AVE, DALLAS CENTER
7/13/2023 7:20	UNCONSCIOUS/FAINTING	1907 MAPLE ST, DALLAS CENTER
7/13/2023 8:31	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
7/14/2023 8:01	MEDICAL TRANSPORT NON-EMERGENT	1204 LINDEN ST, DALLAS CENTER
7/14/2023 13:39	FIRE ALARM	200 14TH ST, DALLAS CENTER
7/14/2023 20:12	NOISE COMPLAINT	1806 LINDEN ST, DALLAS CENTER
7/15/2023 10:38	TRAFFIC COMPLAINT	1607 SUGAR GROVE AVE, DALLAS CENTER
7/15/2023 11:10	VANDALISM	607 OAK CT, DALLAS CENTER
7/15/2023 16:22	ANIMAL CONTROL	202 15TH ST, DALLAS CENTER
7/15/2023 18:36	FOLLOW UP INVESTIGATION	1202 SUGAR GROVE AVE, DALLAS CENTER
7/15/2023 19:30	PREMISES CHECK	707 WALNUT ST, DALLAS CENTER
7/15/2023 19:51	INFORMATION	402 HATTON AVE, DALLAS CENTER
7/15/2023 20:35	STROKE	804 VINE ST, DALLAS CENTER
7/17/2023 8:17	INFORMATION	700 10TH ST, DALLAS CENTER
7/17/2023 14:58	ORDINANCE VIOLATIONS	1204 ASH ST, DALLAS CENTER
7/18/2023 8:20	STROKE	1006 LINDEN ST, DALLAS CENTER
7/19/2023 8:36	911 HANGUP	LAT: 41.6885; LON: -93.9696
7/20/2023 0:33	NOISE COMPLAINT	1806 LINDEN ST, DALLAS CENTER
7/20/2023 13:26	MEET COMPLAINANT	1502 WALNUT ST, DALLAS CENTER
7/20/2023 16:17	FIRE ALARM	1400 VINE ST, DALLAS CENTER
7/20/2023 19:42	FALLS	1607 SUGAR GROVE AVE, DALLAS CENTER
7/20/2023 19:58	DISTURBANCE	1607 SUGAR GROVE AVE, DALLAS CENTER
7/21/2023 0:11	DOMESTIC	406 10TH ST, DALLAS CENTER
7/21/2023 11:44	COMMITTAL	701 HATTON AVE, DALLAS CENTER
7/21/2023 15:08	ANIMAL CONTROL	1302 WALNUT ST, DALLAS CENTER
7/21/2023 15:28	ANIMAL COMPLAINT	804 VINE ST, DALLAS CENTER
7/21/2023 20:10	PUBLIC WORKS/CO ENGINEER	1607 SUGAR GROVE AVE, DALLAS CENTER
7/22/2023 19:38	ATV COMPLAINT	KELLOGG AVE / LINDEN ST, DALLAS CENTER
7/22/2023 21:14	MOTORIST ASSIST	2400 240TH ST, DALLAS CENTER
7/22/2023 23:15	SICK PERSON	402 11TH ST, DALLAS CENTER
7/23/2023 19:08	TRAFFIC COMPLAINT	230TH ST / N AVE, DALLAS CENTER

7/24/2023 9:26	ORDINANCE VIOLATIONS	804 WALNUT ST, DALLAS CENTER
7/24/2023 17:12	WELFARE CHECK	1108 VINE ST, DALLAS CENTER
7/25/2023 9:17	MOTORIST ASSIST	2580 240TH ST, DALLAS CENTER
7/25/2023 11:39	MISSING/RUNAWAY	516 SYCAMORE ST, DALLAS CENTER
7/25/2023 14:41	MISSING/RUNAWAY	516 SYCAMORE ST, DALLAS CENTER
7/25/2023 18:10	MISSING/RUNAWAY	516 SYCAMORE ST, DALLAS CENTER
7/25/2023 19:01	ATV COMPLAINT	SYCAMORE ST / PERCIVAL AVE, DALLAS CENTER
7/25/2023 19:33	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
7/26/2023 12:12	FALLS	701 LINDEN ST, DALLAS CENTER
7/26/2023 21:31	MISSING/RUNAWAY	516 SYCAMORE ST, DALLAS CENTER
7/26/2023 21:42	FIREWORKS	15TH ST / SUGAR GROVE AVE, DALLAS CENTER
7/27/2023 12:24	DISTURBANCE	1607 SUGAR GROVE AVE, DALLAS CENTER
7/27/2023 12:54	911 HANGUP	1204 LINDEN ST, DALLAS CENTER
7/27/2023 18:15	911 MISDIAL	LAT: 41.6841; LON: -93.9618
7/27/2023 19:09	ALARM	900 SYCAMORE ST, DALLAS CENTER
7/28/2023 5:32	SUSPICIOUS	1907 SUGAR GROVE AVE, DALLAS CENTER
7/28/2023 8:18	STROKE	1006 LINDEN ST, DALLAS CENTER
7/28/2023 12:09	ANIMAL CONTROL	1703 WALNUT ST, DALLAS CENTER
7/28/2023 16:46	UNCONSCIOUS/FAINTING	1108 VINE ST, DALLAS CENTER
7/28/2023 17:52	PROPERTY REPORT	1108 VINE ST, DALLAS CENTER
7/28/2023 20:57	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
7/29/2023 0:02	SUSPICIOUS	705 PERCIVAL AVE, DALLAS CENTER
7/29/2023 14:49	THEFT	1607 SUGAR GROVE AVE, DALLAS CENTER
7/30/2023 10:18	MISSING/RUNAWAY	516 SYCAMORE ST, DALLAS CENTER
7/30/2023 12:03	TRAFFIC STOP	2700 240TH ST, DALLAS CENTER
7/31/2023 11:53	INFORMATION	2400 240TH ST, DALLAS CENTER
7/31/2023 17:01	SUSPICIOUS	1302 SUGAR GROVE AVE, DALLAS CENTER
7/31/2023 17:26	TRAFFIC STOP	2500 R AVE, DALLAS CENTER
Total	400 HOURS PATROL, 22 HOURS ON CALLS, 420 HOURS TOTAL, 320 REQUIRED	101

JULY 2023 CODE ENFORCEMENT REPORT DALLAS CENTER

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
		BEGIN 2017				
		BEGIN 2019				
		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	
2022-192	1007 Vine	Junk	12/27/2022	1/3/2023 3/10/23 4/6/23 4/17/23 5/18/23	M- 2/22/23 Advisory- 3/21/23 Certified-5/2/23 FINAL-6/5/23 Refer to City	7/3/2023
		BEGIN 2023				

2023-058	1200 Ash	Parking	4/3/2023	4/11/2023 5/4/23 6/21/23 7/26/23	M - 4/18/23 Advisory- 6/5/23 Certified- 7/10/23 FINAL	
2023-074	1204 Ash	Parking	5/2/2023	5/18/2023 6/21/23 7/26/23	Advisory 6/5/23 Certified- 7/10/23 FINAL	
2023-084	1201 Walnut	Junk	5/8/2023	5/15/2023	Certified- 7/10/23 Refer to City	
2023-144	595 Sugar Grove	Grass	6/19/2023	6/26/2023	Advisory	7/3/2023
2023-150	400-13	Alley	6/19/2023	6/26/2023	M	7/10/2023
2023-151	300-14	Grass	6/19/2023	6/26/2023	Advisory	7/3/2023
2023-154	101 Rhinehart	Junk	6/26/2023	7/10/2023	Advisory	7/10/2023
2023-155	807 Percival	Parking	6/26/2023	7/3/2023	M	7/3/2023
2023-156	1506 Cherry	Grass	6/26/2023	7/3/2023	Advisory	7/10/2023
2023-157	300-11	Grass	6/26/2023	7/3/2023	Advisory	7/3/2023
2023-158	1004 Laurel	Junk	6/26/2023	7/3/2023 7/20/23 8/9/23	M-7/3/23 Advisory- 7/24/23 Certified	
2023-159	606-10	Parking	7/3/2023	7/10/2023	M	7/10/2023
2023-160	707-10	Parking	7/3/2023	7/10/2023	M	7/10/2023
2023-161	107-14	Grass	7/3/2023	7/11/2023	Advisory	7/10/2023
2023-162	706-14	Grass	7/3/2023	7/10/2023	Advisory	7/10/2023
2023-163	1305 Vine	Grass	7/3/2023	7/10/2023	Advisory	7/10/2023
2023-164	1607 Laurel	Parking	7/3/2023	7/20/2023	Advisory	
2023-165	1404 Walnut	Grass	7/10/2023	7/17/2023	Advisory	
2023-166	1607 Cherry	Parking	7/10/2023	7/17/2023	M	
2023-167	1101151007	Grass	7/17/2023	8/3/2023	Advisory	
2023-168	1101153007	Grass	7/17/2023	8/3/2023	Advisory	
2023-169	503 Sycamore	Grass	7/17/2023	8/3/2023	Advisory	
2023-170	505 Sycamore	Grass	7/17/2023	8/3/2023	Advisory	
2023-171	507 Sycamore	Grass	7/17/2023	8/3/2023	Advisory	
2023-172	707-10	Grass	7/24/2023	7/31/2023	Advisory	7/31/2023

2023-173	504 Sycamore	Grass	7/24/2023	7/31/2023	Advisory	
2023-174	1409 Walnut	Grass	7/24/2023	7/31/2023	Advisory	7/31/2023
2023-175	1413 Walnut	Grass	7/24/2023	7/31/2023	Advisory	7/31/2023
2023-176	1407 Walnut	Grass	7/24/2023	7/31/2023	Advisory	7/31/2023
2023-177	1414 Walnut	Grass	7/24/2023	7/31/2023	Advisory	
2023-178	1406 Walnut	Grass	7/24/2023	7/31/2023	Advisory	
2023-179	1408 Walnut	Grass	7/24/2023	7/31/2023	Advisory	
2023-180	1604 Linden	Junk	7/24/2023	7/31/2023	M	7/31/2023
2023-181	1504 Sugar Grove	Junk	7/24/2023	8/9/2023	Advisory	
2023-182	707-10	Junk	7/31/2023	8/7/2023	M	
2023-183	704 Vine	Junk	7/31/2023	8/7/2023	M	
2023-184	602 Vine	Junk	7/31/2023	8/7/2023	M	
2023-185	807 Percival	Parking	7/31/2023	8/7/2023	M	
2023-186						

Monthly Water Report

Date	Jul-23																							
Water Plant																								
Total Gal.>	4,663,300	Max	259,900	Min	34,200	Avg	150,429	Gpm	232															
Total Hrs.>	340.3	Max	21.4	Min	2.4	Avg	10.97741935																	
Last Month.>	4,702,200	Max	315,400	Min	70,000	Avg	156,700	Gpm	237															
Last Year.>	4,895,400	Max	249,500	Min	83,700	Avg	157,900	Gpm	254															
Lbs.of Chlorine	481	Lbs of Fluoride	48	Gallons of salt brine	3,702																			
Chlorine.Mg/l	0.93	Fluoride.Mg/l	0.7	Hardness. Mg/l	89	Iron. Mg/l	0.02	Nitrate.Mg/l																
Well																								
Date	7/7/2023																							
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm				
Well # 7	20	6	14	120																				
Well # 9	22	10	12	100																				
Well # 10	20	8	12	120																				
Well # 11	28	6	22	230																				
Water Meters																								
	New Installs			Read In																				
	Replace Meter			Read Out																				
	Replace Radio			Shut off For nonpayment																				
	Read																							
	Repair																							
Fire Hydrants																								
	New Install			Flush Hyd			Repair Hyd																	
Water Plant																								
Water Tower																								
Reservoir																								
Dist. System																								
Wells																								
Well 7 cleaned Tested well 7-9-10-11 no issues																								
Other																								

COLLATERAL ASSIGNMENT OF SOLAR POWER AND SERVICES AGREEMENT

THIS COLLATERAL ASSIGNMENT OF SOLAR POWER AND SERVICES AGREEMENT (this "Assignment") is made and entered into between **RED LION DALLAS CENTER SOLAR LLC** an Iowa limited liability company ("Assignor"), **CITY OF DALLAS CENTER** ("City"), and **IOWA ECONOMIC DEVELOPMENT AUTHORITY, an agency of the State of Iowa** ("Assignee"). Assignor, City, and Assignee shall collectively be referred to herein as the "Parties".

Recitals

WHEREAS, the Assignor and the Assignee have entered into that certain Loan Agreement Number 23-EIL-04 dated July 18, 2023 (the "Loan Agreement") in which the Assignee has agreed to make a loan to the Assignor in the amount of \$323,000 (the "Loan") for the purpose of providing financing for the construction of a solar energy facility located in Dallas Center, Iowa and described in the Solar Power and Services Agreement (the Solar Agreement). The Solar Agreement is attached hereto as Exhibit A.

WHEREAS, Assignor has delivered to the Assignee that certain Promissory Note (the "Note") dated July 18, 2023, pursuant to which Assignor has agreed to repay the Assignee the Loan;

WHEREAS, the Note is secured by that certain collateral identified in the Loan Agreement (the Loan Agreement and the Note shall collectively be referred to as the "Loan Documents");

WHEREAS, Assignor and the City entered into the Solar Agreement wherein, among other things, the City agreed to purchase all of the Solar Services (as defined therein) delivered to the Delivery Point (as defined therein); and

WHEREAS, Assignee requires, as a condition to making the Loan to Assignor, that Assignor assign its rights under the Solar Agreement to Assignee to secure the obligations of Assignor under the Loan Documents.

NOW THEREFORE, in order to better secure the payment to the Assignee of the principal amount due under the Loan Documents, with interest now due or hereafter to become due, and of all other obligations of the Assignee under and pursuant to the Loan Documents, the Parties hereby agree as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein but not otherwise defined herein shall have the meaning set forth in the Loan Documents.

2. ASSIGNMENT OF AGREEMENT. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to the Solar Agreement. Assignee acknowledges that this Assignment is subject to the terms and conditions of the Solar Agreement. Without affecting Assignee's rights or remedies against Assignor under any other instrument, Assignor hereby irrevocably appoints Assignee as its attorney in fact, which appointment is coupled with an interest to receive, demand, and enforce or otherwise exercise any and all of Assignor's rights with respect to the Solar Agreement and to perform any and all acts in the name of Assignor or at the option of Assignee, in the name of Assignee with the same force and effect as if performed by Assignor in the absence of this Assignment. Until such time as Assignor has discharged all of its obligations under the Loan Documents, Assignor covenants and

agrees to transfer and assign to Assignee any and all subsequent agreements relating to the Solar Agreement or the Premises (as defined therein), upon the same or substantially the same terms and conditions as are contained herein, and to make, execute, and deliver to Assignee, upon demand, any and all instruments that may be necessary therefor. Assignor hereby authorizes Assignee to file any documents reasonably necessary to perfect its security interest in the System including, without limitation, a UCC filing with the Iowa Secretary of State and/or a fixture filing in the real estate records in the County where the Premises is located.

3. ASSIGNOR REPRESENTATIONS AND WARRANTIES. Assignor hereby represents and warrants that there have been no prior assignments of its rights under the Solar Agreement, that the Solar Agreement is a valid and enforceable agreement, that neither the City nor Assignor is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof.

4. ASSIGNOR'S ENFORCEMENT OF AGREEMENT. Provided that Assignor is not in default under the Loan Documents, Assignor shall have the right to enjoy all of the rights arising out of and to enforce the Solar Agreement.

5. AUTHORITY TO ENFORCE AGREEMENT. This Assignment shall constitute a perfected, absolute and present assignment. Notwithstanding the foregoing or anything in this Assignment to the contrary, it is expressly understood and agreed that Assignee shall not exercise any of the rights and powers conferred upon it in this Assignment until and unless the occurrence of a default or event of default under the Loan Documents occurs that is not cured within the time, if any, permitted by this Assignment or the applicable Loan Document (a "Default"). Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right to enforce Assignor's rights and interest with respect to the Agreement. Upon the occurrence of any such Event of Default by Assignor, Assignee may, without affecting any of Assignee's rights and remedies against Assignor under any other instrument, document, or agreement, exercise Assignee's rights under this Assignment as Assignor's attorney-in-fact or in any other manner permitted by law.

6. ASSIGNEE'S LIABILITY. Assignee does not, by the execution of this instrument, assume any liability or become liable in any manner whatsoever for the performance of any of the terms and conditions in the Solar Agreement, unless and until Assignee explicitly assumes such obligations in writing.

7. NO PREJUDICE TO OTHER DEFAULT PROVISIONS. Notwithstanding anything to the contrary contained in this Assignment, the default provisions contained in the Loan Documents shall in no way be affected by the terms, provisions, and conditions contained in this Assignment.

8. ASSIGNEE'S RIGHT IN THE COLLATERAL. This Assignment supplements the Loan Documents. It is expressly agreed by the Parties hereto that the rights and powers given to Assignee contained in this document shall in no way prejudice or estop the Assignee in the exercise of the rights afforded to it in the Loan Documents or against any other collateral of Assignor that Assignee may have.

9. CITY CONSENT. The City hereby consents and agrees to the assignment of the Solar Agreement as set forth in this Assignment. The City further represents and warrants to Assignee that the Solar Agreement is a valid agreement enforceable in accordance with its terms, that the City is not in default under the Solar Agreement and that all of the City's covenants, conditions and agreements have

been performed as required therein, except those not to be performed until after the date hereto. To the best knowledge of the City, as of the date hereof, (a) Assignor is not in default under the Solar Agreement and (b) all of Assignor's covenants, conditions and agreements under the Solar Agreement have been performed as required therein.

10. DISTRICT NOTICE. The City agrees to provide any default notice as required by the Solar Agreement to Assignee contemporaneously with giving such notice to Assignor and Assignee shall have the right, but not the obligation, to cure such default within the time period set forth in the Solar Agreement.

11. NO AMENDMENT TO SOLAR AGREEMENT. Assignor and the City hereby agree that no material change or amendment shall be made to terms of the Solar Agreement without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed.

12. NO ASSIGNMENT. Assignor hereby agrees that there shall be no further assignment of the Solar Agreement without the prior written consent of the City and Assignee and in accordance with the Solar Agreement.

13. CONTINUING OBLIGATIONS. No provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations of the City contained in the Solar Agreement.

14. NEGATIVE PLEDGE. Assignor agrees that it will not voluntarily or involuntarily pledge, encumber or otherwise allow any lien to be placed upon its interests in the Solar Agreement, except for the pledge granted to Assignee hereunder.

15. SATISFACTION OF UNDERLYING DEBT. Upon the payment in full of all indebtedness secured by the Loan Documents, Assignee shall execute and deliver a release of this Assignment.

16. GENERAL PROVISIONS.

16.1 Notices All notices hereunder shall be in writing and shall be given to the relevant Party and copying the other at its address or email address set forth below, or other such address or email address as such Party may hereafter specify by notice to the other Parties provided by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Assignor at:

Red Lion Dallas Center Solar LLC
Attention: Terry Dvorak

[REDACTED]

Email:

Telephone:

[REDACTED]

To the Assignee at:

Iowa Economic Development Authority
1963 Bell Ave, Suite 200
Des Moines, Iowa 50315
Attention: Iowa Energy Center

Email:

Telephone:



To the City at:

City of Dallas Center
Attention: Danny Beyer
1502 Walnut Street
Dallas Center, IA 50063

Email: mayor@dallascenter.com

Telephone: 515-992-3725

Each such notice, request or other communication shall be effective (i) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Article.

16.2 Rules of Construction

Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Assignment:

- (a) Words importing the singular number include the plural number and words importing the plural number include the singular number;
- (b) Words of the masculine gender include correlative words of the feminine and neuter genders, and vice-versa;
- (c) The headings or captions used in this Assignment are for convenience of reference and do not constitute a part of this Assignment, nor affect its meaning, construction, or effect;
- (d) Words importing persons include any individual, corporation, partnership, limited liability company, non-profit corporation, joint venture, association, joint stock company, trust, unincorporated organization, or government or agency or political subdivision thereof;
- (e) Any reference in this Assignment to a particular "Article," "Section," or other subdivision shall be to such Article, Section, or subdivision of this Assignment unless the context shall otherwise require;

(f) Each reference in this Assignment to an agreement or contract shall include all amendments, modifications, and supplements to such agreement or contract unless the context shall otherwise require; and

(g) When any reference is made in this Assignment or any of the schedules or exhibits attached hereto, it shall mean this Assignment, together with all other schedules and exhibits attached hereto, as though one document.

16.3 Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective Parties hereto, except in each case as expressly provided to the contrary in this Assignment.

16.4 Assignments

This Assignment may not be assigned, pledged, transferred, mortgaged or otherwise conveyed by the Assignee to any Person or Entity(ies) without obtaining the prior written consent of the Assignor.

16.5 Waivers

No waiver by the Assignor of any Event of Default hereunder shall operate as a waiver of any other Event of Default or of the same Event of Default on any future occasion. No delay on the part of the Assignor 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 Assignor shall preclude future exercise thereof or the exercise of any other right or remedy.

16.6 Absence of Rights in Third Parties

No provision of this Assignment shall be construed in any manner so as to create any rights in Persons or Entities that are not a Party to this Assignment. The provisions of this Assignment shall be interpreted solely to define specific duties and responsibilities between the Parties, and shall not provide any basis for claims of any other Person or Entity(ies).

16.7 Applicable Law

(a) In the event any action or proceeding of a quasi-judicial or judicial nature is commenced arising out of or relating to this Assignment, such action or proceeding shall be brought in Des Moines, Iowa, in the Iowa District Court for Polk County, if such court has jurisdiction, unless it is to enforce a mortgage on real property, in which case it shall be brought in the county in which the real property is located. If 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.

(b) 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 IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Assignment and the rights and duties of the Parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

16.8 Final Authority.

The IEDA shall have the authority to reasonably assess whether the Assignor has complied with the terms of this Assignment. Any IEDA determinations with respect to compliance with the provisions of this Assignment shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act

16.9 Enforcement Expenses

The Assignor shall pay upon demand any and all reasonable fees and expenses of the Assignee, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Assignor under this Assignment.

16.10 Counterparts

This Assignment may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the Parties hereto. Any counterpart of this Assignment, which has attached to it separate signature pages which together contain the signatures of all the Parties hereto or is executed by an attorney-in-fact on behalf of some or all of the Parties, shall for all purposes be deemed a fully executed instrument.

16.11 Survival

All representations and warranties made herein or in any other document pursuant hereto shall survive the execution and delivery of this Assignment and the other Loan Documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Assignment and the other Loan Documents have been satisfied.

16.12 Separability of Provisions; Rights and Remedies; Consistency with Program Requirements

Any provision of this Assignment which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event any provision of this Assignment is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as to be enforceable and it shall be enforced to that extent. All rights, remedies and powers provided in this Assignment or any other Loan Document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Assignment and the other Loan Documents are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Assignment or other Loan Documents invalid or unenforceable.

16.13 Amendment

(a) No change, modification, or termination of any of the terms, provisions or conditions of this

Assignment shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Assignment at will in order to accommodate any change in any applicable federal, state or local laws, federal regulations, or state rules. A copy of such unilateral modification will be given to the Assignor and City as an amendment to this Assignment.

16.14 Indemnification

The Assignor and District shall indemnify, defend and hold harmless the IEDA; the State of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including taxes, and all related costs and expenses, including 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:

- (a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
- (b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Assignment;
- (c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Assignment; and
- (d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.

16.15 Integration

This Assignment contains the entire agreement between the Parties relating to the Project. Any representations that may have been made before or after signing this Assignment, 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 Assignment.

16.16 Time is of the Essence

Time is of the essence with respect to the performance of the terms of the Loan Documents.

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 this Assignment and have caused their duly authorized representatives to execute this Assignment, effective as of the latest date stated below (Assignment Effective Date).

FOR ASSIGNEE:

BY:

Deborah V. Durham, Director

Date

FOR ASSIGNOR:

BY:

Signature

Typed Name and Title

Date

FOR CITY:

BY:

Signature

Typed Name and Title

Date



DALLAS CENTER
(Quietly PROGRESSIVE)

CITY OF DALLAS CENTER STREET CLOSING PERMIT REQUEST

This request must be submitted 30 days prior to the event

Applicant/Organization: Sonntag Roofing

Address: 1402 Walnut St.

Phone: [Redacted]

Contact Person: Amy Sonntag

Phone: [Redacted]

Date of Event: 8/25/23 Time(s): 3pm to 10pm

Nature of Activities: Sonntag Roofing Partner
Appreciation Party

Streets/Intersections Requested to Be Blocked Off: Walnut St

from 12th-14th (if not already done to
Fall Fest

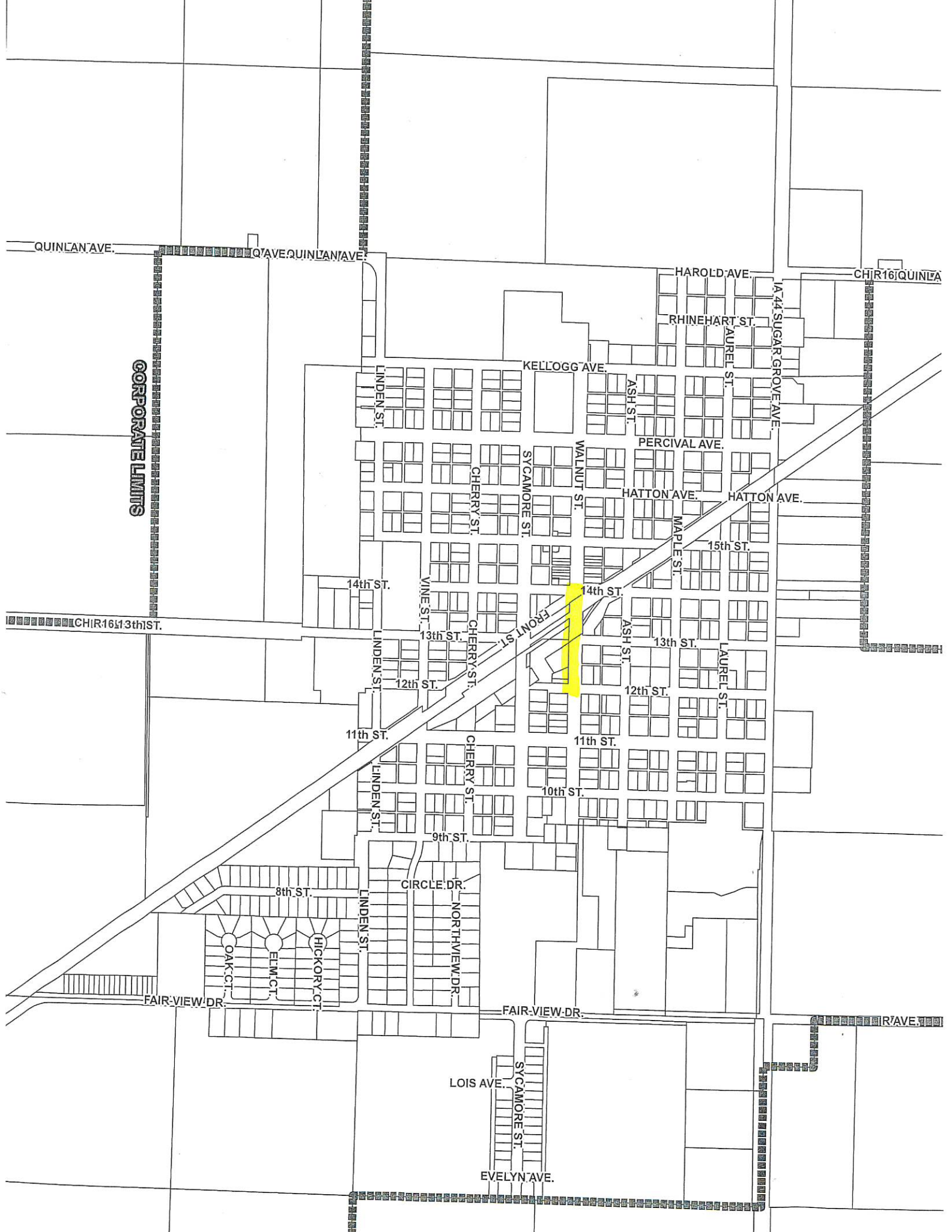
A Sonntag
Signature of Applicant

7/24/23
Date

If this request in conjunction with a liquor license it is the licensee's responsibility to familiarize themselves with Iowa State law in regard to their liquor license. If you have specific questions in regard to your liquor license, please contact Iowa Alcoholic Beverages Division at 515-281-7400.

City Council Approved
 Denied

Copies to: SO
FD
PW



QUINLAN AVE.

Q AVE. QUINLAN AVE.

HAROLD AVE.

CHIR16 QUINLAN

RHINEHART ST.

LA 24 SUGAR GROVE AVE.

AUREL ST.

KELLOGG AVE.

ASH ST.

CORPORATE LIMITS

LINDEN ST.

CHERRY ST.

SYCAMORE ST.

WALNUT ST.

PERCIVAL AVE.

HATTON AVE.

HATTON AVE.

15th ST.

MAPLE ST.

14th ST.

14th ST.

CHIR16 13th ST.

LINDEN ST.

VINE ST.

FRONT ST.

ASH ST.

13th ST.

LAUREL ST.

LINDEN ST.

CHERRY ST.

11th ST.

12th ST.

13th ST.

11th ST.

LINDEN ST.

CHERRY ST.

11th ST.

10th ST.

9th ST.

8th ST.

CIRCLE DR.

LINDEN ST.

NORTHVIEW DR.

OAK CT.

ELM CT.

HICKORY CT.

FAIR-VIEW DR.

FAIR-VIEW DR.

CHIR16 R AVE.

LOIS AVE.

SYCAMORE ST.

EVELYN AVE.

CITY OF DALLAS CENTER
Grant Application Approval

SECTION A – REQUIRED FOR ALL GRANTS

Definitions: Grant - A grant is defined as a financial assistance support mechanism providing money, property, or other direct assistance in lieu of money, or both, to an eligible entity to carry out an approved project or activity in support of a public purpose and not the direct benefit of the government.

GRANT INFORMATION

Grant Name: DNR Community Forestry Grant Submission Date: 8/1/23
Contact Person: Jennifer Pandich Address: 600 9th St
City: Dallas Center State: TX Zip Code: 75063
Phone: _____ Cell: _____ Email: _____
Grant Amount: \$ 2500 Grant Author: Jennifer Pandich
Grant Submission Date: 8/23/23 Responsible Board: tree board
Grant Completion Date: 9/8/23 Community Pledged Amount: \$ 2500
Source of Pledge: tree board funds
Purpose of Grant: tree replacement at library and other locations to be announced approx 20 trees total

CITY RESPONSIBILITIES

Will assistance be required from the Dallas Center Public Works Department? Yes No

If yes, complete the following questions:

What will be needed from the Public Works Department: tree watering

Estimated Public Works Labor Hours Needed: _____

City Equipment that will need to be utilized: _____

What materials will need to be provided by the City: _____

Estimated Equipment Costs:

Skid Steer Loader - \$49/hour Estimated time/cost: _____

Dump Truck - \$77/hour Estimated time/cost: _____

Labor - \$25/hour Estimated time/cost: _____

GRANT ADMINISTRATION

Was Grant Received? Y or N How much was received? \$ _____

Administration requirements (reports, frequency): _____

Responsible party: _____ Ribbon Cutting Yes No Photos: _____

Publication (Newspaper, signage, other): _____

Submit Documentation: _____

Signature of Grant Writer: Jennifer Pandich
Rory Lu

RESOLUTION NO. 2023-43

**A RESOLUTION CLOSING THE ALLEYS OFF WALNUT STREET
BETWEEN 14TH STREET AND 15TH STREET**

WHEREAS, as a part of the Walnut Street Streetscape Phase 1 Phase the Council determined that on Walnut Street between 14th Street and 15th Street the alley south of Walnut Street extending south to the east-west alley should be closed and that the alley north of Walnut Street extending north to the east-west alley should be closed; and

WHEREAS, it is appropriate to confirm that Council action by this Resolution, and to further confirm that while the two alleys are being closed, they are not being vacated under the provisions of Chapter 137 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that on Walnut Street between 14th Street and 15th Street the alley south of Walnut Street extending south to the east-west alley is hereby closed and that the alley north of Walnut Street extending north to the east-west alley is hereby closed.

IT IS FURTHER RESOLVED that the alleys are not, however, vacated.

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

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

**CONCRETE WALKWAYS NEAR THE NEW SWIMMING POOL
BID TABULATION**

Bidder	Expected Completion	Amount
Rhinehart Excavating	within 1 month after shelter completion	\$15,200
Concrete Impressions	not stated	\$8,592
Concrete & More	this fall	\$6,712

RESOLUTION NO. 2023-44

RESOLUTION DESIGNATING THE CLOSED ALLEY OFF THE SOUTH SIDE OF WALNUT STREET BETWEEN 14TH AND 15TH STREETS AS CITY PARK SPACE, DESIGNATING IT AS A POCKET PARK, AND NAMING IT CENTURY FARMS POCKET PARK

WHEREAS, by the adoption of Resolution No., 2023-43 the Council has closed the alley off the south side of Walnut Street between 14th and 15th Streets; and

WHEREAS, the Parks and Recreation Board and the Council have developed the closed alley into a pocket park, and the Parks and Recreation Board has recommended that the City-owned closed alley be designated as City park space, specifically a pocket park, and that it be named Century Farms Pocket Park.

NOW, THEREFORE, IT IS RESOLVED by the Council of the City of Dallas Center, Iowa, that the City-owned closed alley off the south side of Walnut Street between 14th and 15th Street be designated as City park space, specifically a pocket park.

IT IS FURTHER RESOLVED that the park be named Century Farms Pocket Park.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 8th day of August, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

RESOLUTION NO. 2023-45

A RESOLUTION PROVIDING FOR ACQUIRING A FAÇADE EASEMENT FROM J233, LLC 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. 2023-44 the Council has established a pocket park as a city park in the south alley off Walnut Street between 14th and 15th Streets; and

WHEREAS, community volunteers wish to paint the west side of the building at 1408 Walnut Street owned by J233, LLC, on the east side of the pocket park; and

WHEREAS, it is necessary and required that the City procure from J233, LCC a façade easement agreement; and

WHEREAS, the City has entered into negotiations with said owner of the real estate for the façade easement agreement 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 8th day of August, 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 8th day of August, 2023 (the "Effective Date") by and between **The City of Dallas Center, Iowa**, an Iowa municipal corporation (the "City"), and **J233, LLC**, 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 is developing a pocket park in the former alley on the west side of the building owned by the Grantor and community volunteers wish to paint the west side of the building owned by Grantor as public art (the "Public Art").

B. Grantor is the owner of the real property located at 1408 Walnut Street, Dallas Center, Iowa, (the "Property") and legally described as follows:

Lots Seventeen and Eighteen (17 and 18) in Block Thirty-eight (38) of the Original Town, now City 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 west 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 façade 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:

Carolyn Ladd, LLC Member
 J233, LLC
 764 Imboden Mile Road
 Watkins, Colorado 80137

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.

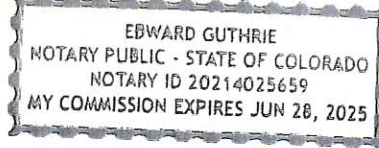
12. Recording. The City shall record this Agreement in executed, recordable format in the Official Public Records of Dallas County, Iowa, at its sole expense.

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


J233, LLC
Grantor

By 
Carolyn Ladd, LLC Member

COUNTY OF Adams :
: SS
STATE OF COLORADO :



This instrument was acknowledged before me on the 27th day of July, 2023, by Carolyn Ladd, a Member of J233, LLC, an Iowa limited liability company.


Notary Public in and for
the State of Colorado.

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

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

IN THE SUPREME COURT OF IOWA

No. 22-0584

Dallas County No. CVCV042711

ORDER

JULIE BECKER,
Plaintiff-Appellant,

vs.

DALLAS CENTER BOARD
OF ADJUSTMENT,
Defendant-Appellee.

After consideration by this court, May, J., taking no part, further review of the above-captioned case is denied.

Copies to:

James Edward Nervig
Brick Gentry P.C.
6701 Westown Parkway Suite 100
West Des Moines, IA 50266

Benjamin John Kenkel
801 Grand Avenue Suite 3700
Des Moines, IA 50309

Sean O'Brien
Bradshaw, Fowler, Proctor & Fairgrave
801 Grand Avenue Suite 3700
Des Moines, IA 50309

Julie Becker
P.O. Box 76
Dallas Center, IA 50063

CLERK OF SUPREME COURT

JUL 17, 2023

ELECTRONICALLY FILED



IOWA AFFILIATES COURTS

State of Iowa Courts

Case Number
22-0584

Case Title
Becker v. Dallas Center Board of Adjustment

So Ordered

A handwritten signature in black ink, appearing to read "SLC", written over a horizontal line.

Susan Larson Christensen, Chief Justice

Electronically signed on 2023-07-17 11:53:29

ORDINANCE NO. 591

**AN ORDINANCE AMENDING SECTION 165.44(4) OF THE
CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER,
IOWA, AS AMENDED, (ZONING CODE) TO MODIFY THE
REQUIRED FIVE-FOOT SEPARATION BETWEEN THE
DRIVEWAY AND THE SIDE LOT LINE ON PIE-SHAPED
LOTS LOCATED ON CULS-DE-SAC**

WHEREAS, the City Council of the City of Dallas Center conducted a public hearing at 7 p.m. on August 8, 2023, on a proposed amendment to Section 165.44(4) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, by modifying the required five-foot separation between the driveway and the side lot line on pie-shaped lots located on culs-de-sac.

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

SECTION 1. Section 165.44(4) of the Code of Ordinances of the City of Dallas Center, as amended, is amended to read as follows:

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

A. In any "R" or "E" District no parking space or access thereto, except entrance or exit drives as limited in this section, shall be within five feet of a street (public or private) or lot line. However, on pie-shaped lots located on culs-de-sac the driveway may taper from the required five-foot separation between the driveway and the side lot line to no less than one foot at the entrance to the street, so long as the five-foot separation is maintained at the entrance to the garage.

B. Entrance or exit drives connecting the parking area and the street shall be permitted within the five-foot strip required in Subsection A above, provided:

(1) Such drives shall not exceed 15 feet in total aggregate width for each 50 feet of street line abutting such

lot, but in no case will exceed 40 feet in total aggregate width for each street line upon which a lot abuts.

(2) Such drives shall have at least 60 feet of unobstructed vision in both directions along the street into which the drive enters measured from the centerline of the drive at the point where it enters the street, and the centerline of such drive shall be at least 60 feet from the centerline of any street intersecting the street onto which the drive enters.

(3) Such drives shall have on each side a triangular area formed by the intersection of the driveway line, the street line and a straight line joining said lines at points 30 feet distant from their point of intersection. Within such triangular area, no parking or loading or unloading shall be permitted, nor shall there be any obstruction to traffic visibility.

C. In the Industrial District no parking space or access thereto, except entrance to exit drives as limited in this section, shall be within five feet of any lot line. Entrance or exit drives connecting the parking and the street shall be permitted within the five foot strip required above.

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

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

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

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

Passed by the City Council on the 8th day of August, 2023,
and approved the 8th day of August, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

RESOLUTION NO. 2023-46

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH VEENSTRA & KIMM, INC. FOR DESIGN AND BIDDING SERVICES FOR THE CROSS COUNTRY ESTATES AND COUNTRY LIVING ESTATES STREET IMPROVEMENTS

WHEREAS, the Council has determined that it is appropriate to assume City ownership of the private roadways in the Cross County Estates subdivisions and in Country Living Estates, and that it is appropriate to upgrade the streets by the installation of asphaltic cement concrete while maintaining the rural section of the streets("the Project") and that engineering services including the design, preparation of plan drawings and specifications, and bidding services (as well as identifying the scope of services during construction) are required; and

WHEREAS, it is appropriate for the City to enter into an Agreement with Veenstra & Kimm, Inc. to provide to the City such engineering services with a maximum not to exceed a fee of \$96,000.00 all as shown by the Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the Agreement for Professional Services with Veenstra & Kimm, Inc., is approved and the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

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

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

July 17, 2023

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

DALLAS CENTER, IOWA
CROSS COUNTRY ESTATES
COUNTRY LIVING ESTATES
STREET IMPROVEMENT
AGREEMENT FOR PROFESSIONAL SERVICES

As a follow up to the discussion at the July 11, 2023 City Council meeting enclosed are two copies of a proposed agreement between the City of Dallas Center and Veenstra & Kimm, Inc. for the Cross Country Estates and Country Living Estates Street Improvements. The agreement provides for design and bidding services. The agreement sets forth the scope of services during construction of the project. The agreement provides the scope and fee for engineering services during construction would be determined by separate amendment to agreement to be approved prior to the start of construction of the project.

The agreement is based includes a completion date for the design of March 1, 2024. The goal of the schedule is to allow the project to be bid in the late March or early April 2024 timeframe to coordinate with the financing of the project.

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

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:rsb
212197

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

BUILDING RELATIONSHIPS

**AGREEMENT FOR PROFESSIONAL SERVICES
CROSS COUNTRY ESTATES AND COUNTRY LIVING ESTATES
STREET IMPROVEMENTS
CITY OF DALLAS CENTER, IOWA**

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the **CITY OF DALLAS CENTER, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the **City**, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the streets in the Cross Country Estates and Country Living Estates subdivisions are privately owned, and

WHEREAS, the City has determined it appropriate to assume the ownership of the streets in Cross Country Estates and Country Living Estate , and

WHEREAS, as part of the transition to public ownership the City has determined it appropriate to upgrade the streets by the installation of asphaltic cement concrete pavement while maintaining the existing rural section of the streets, and

WHEREAS, as part of the improvement project the City will undertake remedial work to the streets prior to the asphaltic cement concrete pavement installation, and

WHEREAS, the City has determined it appropriate to move forward with the design of the street improvements in anticipation of construction occurring as early as the summer of 2024 with said improvements being referred to as the "**Cross Country Estates and Country Living Estates Street Improvements**" or the "**Project**", and

WHEREAS, the City desires to retain the services of the Engineers to complete the design of the Project as set forth herein.

NOW, THEREFORE, it is agreed by and between the parties hereto the City retains the Engineers to undertake professional engineering services for the Project as set forth herein. Such Agreement is subject to the terms, conditions and stipulations to wit:

1. **SCOPE OF PROJECT.** The Scope of Project under this Agreement shall consist of the design of an average 4-inch hot mix asphalt street pavement section and appropriate subgrade and other remedial work for the following streets:
 - a. Orchard Lane
 - b. North Star Lane
 - c. Prairie Lane
 - d. Ridge Crest Lane

- e. Lake Shore Drive
 - f. North Point Lane
 - g. Highvue Terrace
2. **SCOPE OF SERVICES.** The Scope of Services under this Agreement for the design and preparation of the plans and specifications for the project shall include the following:
- a. Topographic survey as required for the Project design.
 - b. Determination of remedial and repair work required for the street improvement project.
 - c. Design and preparations of plans and specifications for the street improvements.
3. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such plans and specifications as are reasonably necessary and desirable for construction of the Project. The plans and specifications shall be submitted to the City for review prior to completion of the final plans and specifications. Final plans and specifications shall be submitted to the City complete and ready for bidding.
4. **PERMITS.** The Engineers shall assist the City in obtaining any necessary permits for construction of the project, including any necessary permits for construction within the right-of-way of Iowa Highway 169.
5. **ESTIMATE OF COST.** The Engineers shall prepare a preliminary Engineers Estimate of Cost for the improvements to be constructed under the Project. The Engineers Estimate of Cost is intended for the use of the City in financing the Project. The Engineers shall not be responsible if the contract awarded for construction of the Project varies from the original Engineers Estimate of Cost.

In developing the Project the Engineers shall recognize the City's project budget for construction and non-construction related costs is approximately \$2,000,000. During the course of the design the Engineers shall periodically assess the cost of the Project and advise the City if any necessary adjustments in the Project are appropriate to remain within the Project budget. If necessary, the Project will be bid as a base project with one or more alternatives based on the prioritization of the street projects to remain within the overall Project budget.

6. **RESPONSIBILITIES OF THE CITY.** It is understood and agreed the City will provide assistance to the Engineers, including making available all relevant information related to the Project.
7. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of the Notice of Public Hearing and Notice to Bidders and provide plans and specifications to prospective bidders. Publication costs shall be borne by the City.

8. **COST OF PLANS AND SPECIFICATIONS.** The City shall compensate the Engineers for the cost of plans and specifications and distribution of plans and specifications as provided under the Code of Iowa. The reimbursement of the cost of plans and distribution of plans as required is not included in the fees for services under this Agreement.
9. **AWARD OF CONTRACT.** The Engineers shall have a representative present when the bids and proposals are opened and shall prepare a tabulation of bids for the City. The Engineers shall advise as to the responsiveness of the bids and assist the City in the award of contract. After award of contract is made the Engineers shall provide the contractor the necessary contract documents.
10. **TIME OF COMPLETION.** The goal for completion of services under this Agreement is as follows:
 - a. Final Plans and Specifications: March 1, 2024.
11. **GENERAL SERVICES DURING CONSTRUCTION.** Upon written request of the City, the Engineers shall provide general services during construction including:
 - a. Consult with and advise City.
 - b. Provide periodic visits to the site during construction.
 - c. Assist in the interpretation of plans and specifications.
 - d. Review drawings and data of manufacturers.
 - e. Process and certify payment estimates of the contractor to the City.
 - f. Prepare amendments to the contract documents as necessary to show major changes made during construction.
12. **RESIDENT REVIEW SERVICES.** Resident review services are understood to include periodic observation and review of the work of the contractor and materials for substantial compliance with the plans and specifications.
13. **FINAL REVIEW SERVICES.** The Engineers shall make a review after construction is complete to determine the construction is substantially in compliance with the plans and specifications. The Engineers shall certify to the City construction is substantially in compliance with the plans and specifications.

- 14. COMPENSATION.** The fees for services as set forth in this Agreement shall be based on the standard hourly rates of the Engineers' personnel actually engaged in the performance of the services, plus reimbursement of direct out of pocket expenses. The fee for services under this Agreement as set forth shall be due and payable on a monthly basis.
- a. The fee for services under this Agreement for the design of the Project as set forth in **1. SCOPE OF PROJECT** for the design and bidding services as set forth in **2. SCOPE OF SERVICES** through **9. AWARD OF CONTRACT** shall be on the basis of the Engineers standard hourly fees for personnel engaged in the performance of the services, plus reimbursement of direct out of pocket costs, with the maximum not to exceed fee of Ninety-six Thousand and 00/100 Dollars (\$96,000.00).
 - b. The fee for services during construction as set forth in **11. GENERAL SERVICES DURING CONSTRUCTION** through **13. FINAL REVIEW SERVICES** shall be set forth in a separate amendment to this Agreement with said amendment to be approved prior to the start of construction.
- 15. EXTRA WORK.** The fees under this Agreement shall cover the services outlined in this Agreement for the Project. If the City requires additional services of the Engineers in connection with the Project or changes, or modifications in the Project, the Engineers shall receive additional compensation for such services. Such additional compensation shall be on the basis of a compensation mutually agreed to by the City and the Engineers and set forth in a written amendment to this Agreement.
- 16. INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

17. INSURANCE.

The Engineer shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. Except as noted, the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	1,000,000
Professional Liability**, ***	3,000,000/3,000,000

*Occurrence/Aggregate

**The Owner is not to be named as an additional insured

***Claims Made Basis

The Engineer shall provide the City with certificates of insurance on an annual basis showing the renewal of the required general business insurance and professional liability insurance. Renewal certificates of insurance shall be provided within 15 days after the effective date of the renewal of insurance.

18. TERMINATION. Should the City abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.

19. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF DALLAS CENTER, IOWA

ATTEST:

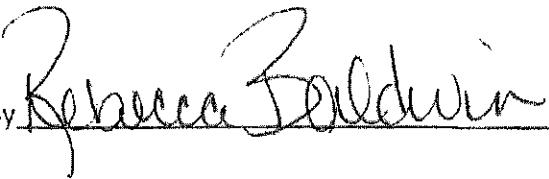
By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
H. R. Veenstra Jr., Project Manager

By  _____

VEENSTRA & KIMM, INC.
 HOURLY RATES BY EMPLOYEE CLASSIFICATION
 2023

Management I.....	\$220.00
Management II.....	210.00
Process Engineer I.....	235.00
Client Services I.....	221.00
Client Services II.....	135.00
Client Services III.....	107.00
Client Services IV.....	85.00
Client Services V.....	80.00
IT I.....	175.00
IT II.....	116.00
IT III.....	75.00
Funding Specialist I.....	121.00
Funding Specialist II.....	105.00
Engineer I-A.....	220.00
Engineer I-B.....	201.00
Engineer I-C.....	193.00
Engineer I-D.....	186.00
Engineer II-A.....	179.00
Engineer II-B.....	170.00
Engineer III-A.....	160.00
Engineer III-B.....	155.00
Engineer III-C.....	150.00
Engineer IV.....	143.00
Engineer V.....	136.00
Engineer VI.....	128.00
Engineer VII.....	122.00
Engineer VIII.....	117.00
Engineer IX.....	110.00
Engineer X.....	97.00
Engineer XI.....	87.00
Engineer XII.....	80.00
Design Technician I.....	126.00
Design Technician II.....	111.00
Design Technician III.....	99.00
Architect I.....	174.00
Architect II.....	153.00
Architect III.....	137.00
Planner I.....	142.00
Planner II.....	98.00
Planner III.....	89.00
Drafter IA.....	122.00
Drafter IB.....	114.00
Drafter II.....	109.00
Drafter III.....	102.00
Drafter IV.....	95.00
Drafter V.....	85.00

Drafter VI.....	75.00
Drafter VII.....	65.00
Clerical I.....	90.00
Clerical II.....	80.00
Clerical III.....	70.00
Clerical IV.....	61.00
Clerical V.....	52.00
Construction Engineer I.....	205.00
Construction Engineer II.....	127.00
Construction Engineer III.....	115.00
Construction Engineer IV.....	98.00
Surveyor I.....	148.00
Surveyor II.....	129.00
Technician I.....	110.00
Technician II.....	99.00
Technician III.....	91.00
Technician IV.....	86.00
Technician V.....	80.00
Technician VI.....	72.00
Technician VII.....	65.00
Technician VIII.....	55.00
Technician IX.....	46.00
Building Inspector I.....	199.00
Building Inspector I-A.....	140.00
Building Inspector II.....	109.00
Building Inspector III.....	86.00
Accounting I.....	179.00
Accounting II.....	130.00
Accounting III.....	115.00
Accounting IV.....	90.00
Accounting V.....	83.00

REIMBURSABLES AND EQUIPMENT RATES

GPS / Robotics.....	35.00
Tablet.....	45.00
Fluoroscope.....	50.00
4-Wheeler.....	50.00
Drone.....	75.00
Mileage.....	IRS Rate

RESOLUTION NO. 2023-47

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF DALLAS CENTER, IOWA, AND CENTRAL DALLAS DEVELOPERS, L.L.C. FOR THE CITY'S ACQUISITION OF THE PRIVATE ROADWAYS IN COUNTRY LIVING ESTATES

WHEREAS, by the adoption of Resolution No. 2003-31 the interior streets of Country Living Estates were designated as Private Roadways, but said Resolution provided that if any time in the future any request was made for the City to assume responsibility for the Private Roadways the owner thereof would be required to bring such roadways to the standard required by the City before the City would accept any dedication of such roadway; and

WHEREAS, the City has developed plans to improve, at its expense, the Private Roadways in Country Living Estate, which plans would require the City to acquire the ownership of such Private Roadways; and

WHEREAS, the City has prepared an Agreement (a copy attached as Exhibit A) with the owner of the Private Roadways, Central Dallas Developers, L.L.C., wherein the owner will sell and the City will buy such roadways for the sum of one dollar (\$1.00), and the City will relieve the owner of any obligation to bring the Private Roadways to the standard required by the City; and

WHEREAS, the Agreement allows the City to acquire the roadways in three segments as the City is prepared to undertake improvements on each of the segments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the Agreement between the City and Central Dallas Developers, L.L.C. is approved; and the Mayor and Clerk are authorized to execute the Agreement on behalf of the City and to issue payment in the amount of one dollar (\$1.00) to the seller if so requested.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 8th day of August, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

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

AGREEMENT

THIS AGREEMENT is entered into effective as of the 8th day of August, 2023, by and between **CENTRAL DALLAS DEVELOPERS, L.L.C.**, an Iowa limited liability company, with an address of 650 S.W. Southfork Drive, Waukee, Iowa 50263 (hereafter “Central Dallas”) and **THE CITY OF DALLAS CENTER, IOWA**, a municipal corporation, with an address of 1502 Walnut Street, Dallas Center, Iowa 50063 (hereafter “the City”), collectively “the Parties” .

RECITALS

WHEREAS, Central Dallas is the owner of the following described parcels of real estate situated in the City of Dallas Center, Dallas County, Iowa:

Lots C, D, E, and F in COUNTRY LIVING ESTATES, a Subdivision in the City of Dallas Center, Dallas County, Iowa.

(hereafter “the Private Roadways or the Private Roadway”); and

WHEREAS, the aforescribed parcels of real estate owned by Central Dallas (depicted on the attached Exhibit A, and also named Lakeshore Drive, North Point Lane, and Highvue Terrace) constitute the Private Roadways in Country Living Estates (hereafter “Country Living”), and have neither been dedicated to nor are they owned by the City; and

WHEREAS, Resolution No. 2003-31 approved by the Dallas Center City Council on October 1, 2003, approved the Final Plat of Country Living Estates and permitted the designation of the interior streets as private roadways, but provided that if at any time in the future any request was made for the City to assume responsibility for the private roadways the owners of the private roadways would be required to bring such roadways to the standard required by the City before the City would accept any dedication of such roadways; and

WHEREAS, the City has developed plans to improve, at its expense, the Private Roadways in Country Living and to upgrade the Private Roadways to a condition that would not require regular and ongoing maintenance, which plans would require the City to acquire the ownership of such Private Roadways; and

WHEREAS, the City has established the West Urban Renewal Plan, in part, to provide Tax Increment Financing (TIF) funds to pay for the planning, engineering, construction, and other related costs for a city-constructed infrastructure improvement project upgrading the Private Roadways in the Cross Development; and

WHEREAS, the City is willing to purchase the Private Roadways from Central Dallas in three segments as roadway improvements are constructed by the City over the coming years and as funding, including TIF funds, becomes available; and

WHEREAS, the three segments of roadway improvements are designated as Lots C and D; Lot E; and Lot F; and

WHEREAS, Central Dallas is willing to sell the Private Roadways in the Country Living to the City for the sum of One Dollar (\$1.00), with three Warranty Deeds to be executed and delivered by Country Living to be held in escrow by the City as further set forth in this Agreement; and

WHEREAS, in consideration of Central Dallas' sale of the Private Roadways to the City for the sum of One Dollar (\$1.00), the City will relieve Central Dallas of any obligation, as set out in Resolution No. 2003-31, to bring the Private Roadways to the standard required by the City before the City would accept any dedication of such roadway; however, Central Dallas will continue to be responsible for maintenance of such roadways until the Warranty Deed for such segment of the roadways has been duly recorded with the Recorder of Dallas County, Iowa.

NOW, THEREFORE, in consideration of their mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED** by and between Central Dallas and the City as follows:

1. Subject to and upon the terms and conditions contained herein, Central Dallas will sell to the City for the sum of One Dollar (\$1.00) the Private Roadways contained in the Country Living located within the City of Dallas Center, Iowa.

2. Simultaneously with the execution of this Agreement, Central Dallas will execute and deliver to the City (to be held in escrow by Dallas Center City Attorney Ralph R. Brown, or his successor) three separate Warranty Deeds for Lots C and D; Lot E; and Lot F.

3. Any obligation on the part of Central Dallas or homeowners or any homeowners association to maintain that portion of the Private Roadways contained within Lots C and D; Lot E; and Lot F will continue until such time as the Warranty Deeds to Lots C and D; Lot E, and Lot F are recorded by the City, at which time the responsibility for maintenance shall pass to the City.

The timing for the recording of the Warranty Deeds for Lots C and D; Lot E; and Lot F shall be within the sole discretion of the City, acting through its Mayor or City Administrator or comparable official. As each Warranty Deed is recorded a copy of the Deed will be provided to Central Dallas.

4. The City will relieve Central Dallas of any obligation, as set out in Resolution No. 2003-31, to bring the Private Roadways to the standard required by the City before the City will accept any dedication of such roadway; however, Central Dallas or homeowners or homeowners association will continue to be responsible for any maintenance of such roadways until the Warranty Deed for such segment of the roadways has been duly recorded with the Recorder of Dallas County, Iowa.

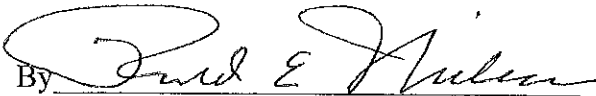
5. This Agreement and the documents delivered pursuant hereto constitute the entire agreement and understanding between the Parties hereto and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a duly authorized written agreement executed by the Parties hereto.

6. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Iowa, and shall be binding on all Parties, their heirs and successors in interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CENTRAL DALLAS DEVELOPERS, L.L.C.

THE CITY OF DALLAS CENTER, IOWA

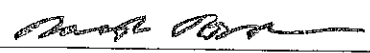
By 
Ronald E. Nielsen
Its Managing Member

By _____
Daniel Beyer, Mayor

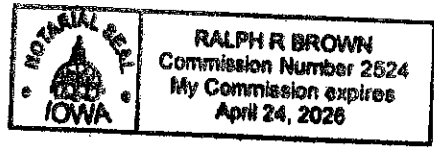
By _____
Shellie Schaben, City Clerk

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :

Subscribed and sworn to before me, a Notary Public in and for the State of Iowa, on the 27th day of July, 2023, by Ronald E. Nielsen, the Managing Member of Central Dallas Developers, L.L.C.


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

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :



On this 8th day of August, 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 foregoing Agreement was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. 2023-47 adopted on the 8th day of August, 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

Final Plat For COUNTRY LIVING ESTATES A Planned Unit Development

Located within the Corporation Limits of
Dallas Center, Iowa

Section 32, T80N, R27W
Dallas County, Iowa

Subdivision Specifications:
Zoning Classification:
PUD (Planned Unit Development)
Total Acreage of Subdivision:
55.6 Acres (Less Roadway R.O.W.)

DEVELOPER
Central Dallas Developers, L.L.C.
27000 Westown Parkway, Suite 400
West Des Moines, Iowa 50266

PLANNER/ENGINEER
M.H.F. Engineering, P.C.
P.O. Box 68
Jefferson, Iowa 50129
John R. Milligan
Reg. P.E. #9519

LAND SURVEYOR
M.H.F. Engineering, P.C.
P.O. Box 68
Jefferson, Iowa 50129
Wardor C. Hillhouse, Jr.
Reg. L.S. #6806

Draws/Laks:
Lot 1: 10.81 Ac.

Draws/Laks:
Lot 1: 10.81 Ac.

NOTES:
ALL LOT CORNERS WILL BE SET WITHIN ONE YEAR OF THE DATE OF RECORDING AS PER IOWA CODE 355.6, PARAGRAPH 4.
DEDICATION:
LOTS A (U.S. HWY 169) AND LOT B (230TH ST.) SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR DEDICATION FOR PUBLIC USE.

ALL LOTS ARE SUBJECT TO PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON AND ARE SUBJECT TO THOSE PROTECTIVE COVENANTS AS MAY BE RECORDED SIMULTANEOUSLY HEREWITH.

DATE: _____
MANAGING MEMBER: _____

LEGAL DESCRIPTION:
THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THE WEST 49 RODS, AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER ALL IN SECTION 32, T80N, R27W OF THE 5TH P.M., DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 32; THENCE SOUTH 89°46'16" WEST, 1913.36 FEET TO A POINT OF BEGINNING; THENCE NORTH 00°56'52" WEST, 1331.12 FEET TO A POINT OF BEGINNING; THENCE NORTH 41°18'2" EAST, 1185.77 FEET TO A POINT OF BEGINNING; THENCE NORTH 87°32'5" EAST, 1830.84 FEET TO THE NORTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 87°32'5" EAST, 1830.84 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE SOUTH 00°11'42" EAST, 1327.21 FEET TO THE POINT OF BEGINNING, CONTAINING 55.60 ACRES, SUBJECT TO EASEMENTS APPARENT OR OF RECORD.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

WARDOR C. HILLHOUSE, JR.
LICENSED L.S. IOWA NO. 6806
LICENSE RENEWAL DEC. 31, 2003

DATE: 9/29/03
SURVEY DATE: 10/02

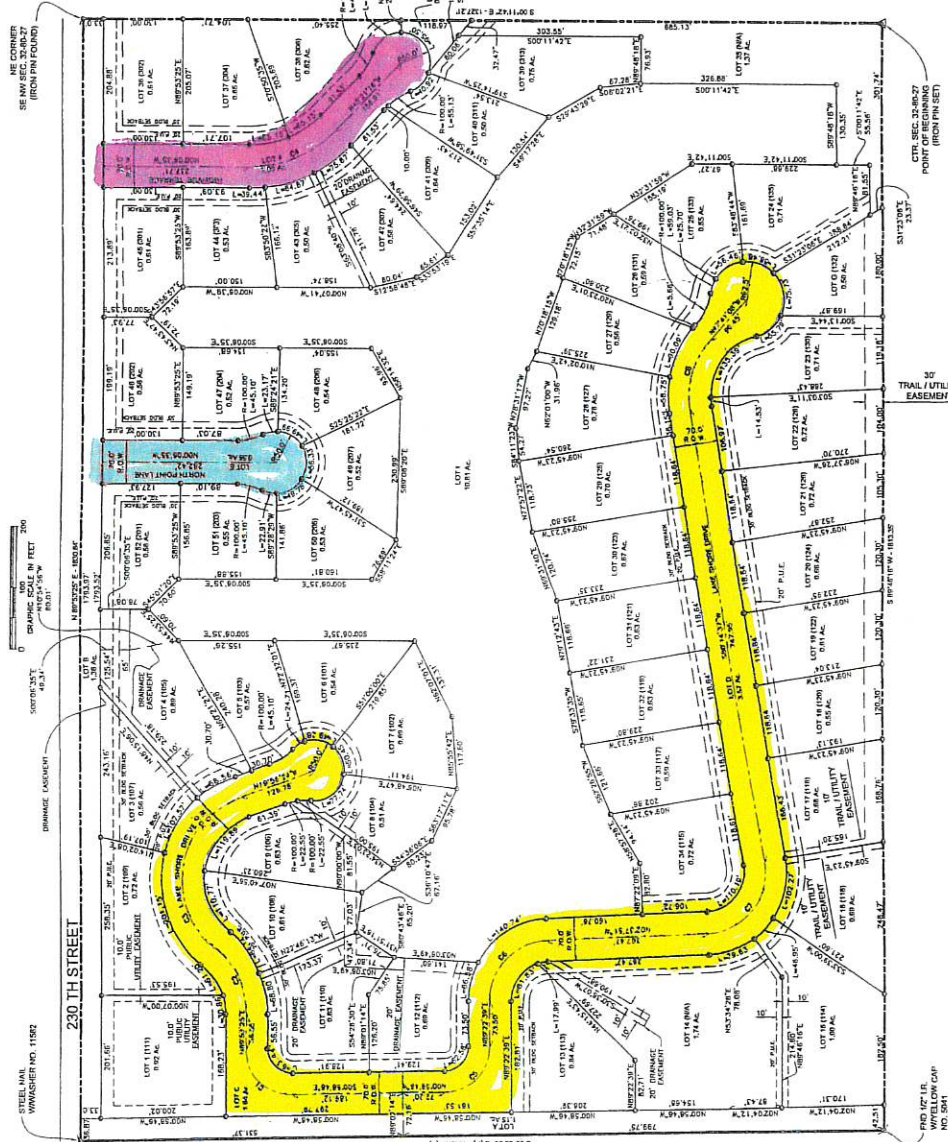
FILE NO. 02107
SHEET NO. 1

DESIGNER: _____
DRAFTSMAN: _____
CHECKER: _____

ENGINEER/LAND SURVEYOR: _____
M.H.F. ENGINEERS - LAND SURVEYORS
P.O. Box 68
Jefferson, Iowa 50129
PHONE (515) 398-4815

REVISIONS
NO. BY DATE

Final Plat



RECOMMEND FINAL PLAT APPROVAL
PLANNING AND ZONING COMMISSION

Chairman: _____ Date: _____
Secretary: _____ Date: _____
CITY OF DALLAS CENTER, IOWA
Mayor: _____ Date: _____
City Clerk: _____

LEGEND

- SECTION CORNER
- IRON PIN SET (OPEN)
- IRON PIN SET (CLOSE)
- FIELD MEASUREMENT
- PLATTED DIMENSION
- SECTION LINE
- P.U.E. - PLANNED UNIT DEVELOPMENT
- LAKE EASEMENT
- UTILITY AND DRAINAGE EASEMENT
- LOT (111)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE	TANGENT	CHORD	CHORD BEARING
C1	118.95	75.00	90°52'11"	76.15	106.87	S44°27'20"W
C2	122.50	140.83	49°50'17"	55.43	118.57	N64°58'19"E
C3	157.31	200.00	45°13'13"	74.57	157.31	N79°55'25"W
C4	177.37	250.00	41°04'41"	83.34	153.86	S22°43'56"E
C5	177.37	250.00	41°04'41"	83.34	153.86	S45°48'03"E
C6	157.31	200.00	45°13'13"	74.57	157.31	N46°37'36"W
C7	159.52	100.00	97°07'39"	113.28	149.94	S51°11'37"E
C8	172.69	135.00	52°04'15"	55.95	118.51	N73°43'16"W

EXHIBIT A

- Lots C and D Lake Shore Drive
- Lot E North Point Lane
- Lot F Hyvue Terrace



ORDINANCE NO. 592

**AN ORDINANCE AMENDING CHAPTER 122 OF THE CODE OF
ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED,
TO MODIFY APPLICATION AND LICENSE FEES FOR PEDDLERS,
SOLICITORS, AND TRANSIENT MERCHANTS**

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

SECTION 1. Section 122.04 of the Code of Ordinances of the City of Dallas Center, as amended, is amended to read as follows:

122.04 APPLICATION FOR LICENSE.

An application in writing shall be filed with the Clerk for a license under this chapter. Such application shall set forth the applicant's name, permanent and local address and business address if any. The application shall also set forth the applicant's employer, if any, and the employer's address, the nature of the applicant's business, the last three places of such business and the length of time sought to be covered by the license. An application fee of \$20.00 shall be paid at the time of filing such application to cover the cost of investigating the facts stated therein. An applicant engaging in peddling, soliciting, or in the business of a transient merchant along the Raccoon River Valley Trail in the City must designate on the application a specific location or locations along such trail for the proposed activities. The City Clerk shall either approve or disapprove the proposed location. If disapproved, the applicant may request an alternate location.

SECTION 2. Section 122.05 of the Code of Ordinances of the City of Dallas Center, as amended, is amended to read as follows:

122.05 LICENSE FEES.

The following license fees shall be paid to the Clerk prior to the issuance of any license.

1. Solicitors. In addition to the application fee for each person actually soliciting (principal or agent), a fee for the principal of \$25.00 per year.

2. Peddlers or Transient Merchants.

A. For one day \$25.00

B. For one week \$40.00

C. For up to six (6) months \$125.00

D. For one year or major part thereof \$200.00

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

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

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

Passed by the City Council on the 8th day of August, 2023, and approved the 8th day of August, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

Resolution - 2023-51



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Dallas Center

8/3/2023 2:39:59 PM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$46,618						\$46,618
Benefits - Roads/Streets			\$28,275				\$28,275
Training & Dues	\$1,477						\$1,477
Vehicle & Office Equip Operation and Repair		\$4,195					\$4,195
Street Maintenance Expense		\$237,153	\$2,500				\$239,653
Technology Expense	\$1,648						\$1,648
Other Contract Services	\$1,353						\$1,353
Other Supplies	\$105						\$105
Other Capital Equipment	\$13,251						\$13,251
Principal Payment				\$66,000			\$66,000
Interest Payment				\$13,414			\$13,414
Bond Registration Fees				\$600			\$600
Street Lighting		\$17,412					\$17,412
Traffic Control/Safety		\$1,407					\$1,407
Snow Removal		\$15,218					\$15,218
Total	\$64,452	\$275,385	\$30,775	\$80,014			\$450,626



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Dallas Center

8/3/2023 2:39:59 PM

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$64,452		\$28,275	\$80,014			\$172,741
Interest		\$2,768	\$219				\$2,987
State Revenues - Road Use Taxes		\$261,599					\$261,599
Charges/fees			\$5,000			\$0	\$5,000
Total	\$64,452	\$264,367	\$33,494	\$80,014		\$0	\$442,327



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023

Dallas Center

8/3/2023 2:39:59 PM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2011 Street Improvements Project	\$522,958	\$66,000	\$13,414	\$66,000	\$13,414	\$456,958
Total	\$522,958	\$66,000	\$13,414	\$66,000	\$13,414	\$456,958

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Bobcat 5600	2021	Purchased	\$63,294	No Change
Ford F250 truck	2016	Purchased	\$23,065	No Change
Dodge 1500 truck	2015	Purchased	\$20,000	No Change
Massey 3 point mower	2014	Purchased	\$5,710	No Change
Bwise tilt trialer	2014	Purchased	\$5,800	No Change
Bobcat skidsteer	2014	Purchased	\$46,709	No Change
Elgin Pelican street sweeper	2006	Purchased	\$50,000	No Change
Sickle mower	1988	Purchased	\$850	No Change
Snow blade and scrapers	2010	Purchased	\$14,050	No Change
Catepillar 924G wheel loader	2007	Purchased	\$87,831	No Change
Zielger backhoe	2009	Purchased	\$45,000	No Change
Concrete Breaker	2022	Purchased	\$8,200	New

City Street Finance Report

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
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City Street Finance Report

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	\$0	\$221,013	\$13,852	\$0	\$0	\$0	\$234,865
SubTotal Expenses (-)	\$64,452	\$275,385	\$30,775	\$80,014			\$450,626
Subtotal Revenues (+)	\$64,452	\$264,367	\$33,494	\$80,014		\$0	\$442,327
Ending Balance	\$0	\$209,995	\$16,571	\$0	\$0	\$0	\$226,566

Resolution Number: 2023-51

Execution Date: Tuesday, August 8, 2023

Signature: Cindy Riesselman

RESOLUTION NO. 2023-49

A RESOLUTION AMENDING RESOLUTION 2023-15, WHICH ESTABLISHED FEES THAT WILL BE CHARGED BY THE CITY OF DALLAS CENTER FOR CITY EQUIPMENT AND PERSONNEL USED TO ABATE NUISANCES THAT ARE IN VIOLATION OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED.

WHEREAS, Section 50.10 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, provides that if the person notified to abate a nuisance or condition neglects or fails to abate as directed, the City may perform the required action to abate, keeping an accurate account of the expense incurred; and

WHEREAS, pursuant to Resolution No. 2023-15, the City established a fee schedule for the use of city equipment and personnel as may be required to abate a nuisance pursuant to the Code of Ordinances of the City of Dallas Center, Iowa, as amended (in addition to the rate schedule previously approved by the Council most recently in Resolution No. 2021-32 in connection with the mowing of properties in violation of Chapter 152 of the Code of Ordinances), which fee schedule should now be modified.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the following rate schedule is hereby established for the use of city equipment as may be required for the purpose of abating a nuisance under Section 50.10 of the Code of Ordinances:

a.	Dump Truck	\$102.00 per hour.
b.	Street Sweeper	\$150.00 per hour.
c.	Wheel Loader	\$163.00 per hour.
d.	Backhoe/Excavator	\$106.00 per hour.
e.	Motor Grader	\$205.00 per hour.
f.	Skid/Tractor Loader	\$150.00 per hour.
g.	Regular Duty Pick Up	\$ 35.00 per hour.

IT IS FURTHER RESOLVED that the time of city personnel required to abate a nuisance under Section 50.10 of the Code of Ordinances shall be billed by the City at the rate of \$100 an hour. Billings shall be in half hour increments, with half an hour being the minimum time billed.

IT IS FURTHER RESOLVED that the City Clerk shall promptly bill the property owner for such services to abate a nuisance; and if payment is not made to the City within thirty (30) days the City Clerk will certify such costs as an assessment against the property to the County Treasurer to be collected in the same manner as general property taxes as provided in Section 50.11 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended.

PASSED AND APPROVED by the City Council of the City of Dallas Center, Iowa, on this 8th day of August, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

RESOLUTION NO. 2023-50

A RESOLUTION INCREASING FROM \$1.50 TO \$3.00 THE COST OF A BULK ITEM STICKER FOR COLLECTION BY WASTE MANAGEMENT OF IOWA, INC.

WHEREAS, the City's Recycling and Waste Agreement with Waste Management of Iowa, Inc. provides that Waste Management will collect bulk items from residential premises that bear a bulk item sticker issued by the City; and

WHEREAS, Bulk Items are defined as "furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Carts. Bulky items shall include small furniture, rugs, countertop appliances or items that can be safely handled by one person and weigh less than 45 pounds. Bulk items would not include regular refuse, loose or scattered materials, waste generated by a household business or any other commercial business, construction or demolition debris, concrete, brick, asphalt, roofing, cars, motorcycles, boats or parts of vehicles or White Goods"; and

WHEREAS, White Goods are defined as "discarded refrigerators, kitchen ranges, water heaters, freezers, air conditioners, clothes washers and dryers and other similar domestic large appliances"; and

WHEREAS, the current charge for each bulk item sticker is \$1.50, and the Council has determined the charge should be increased to \$3.00.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the charge for each bulk rate sticker for residential premises is increased to \$3.00.

PASSED AND APPROVED by the City Council of the City of Dallas Center, Iowa, on this 8th day of August, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

RESOLUTION NO. 2023-52

**RESOLUTION APPROVING A RECORD OF LOT TIE WITH
RESPECT TO PROPERTIES AS 702 BIRCH AND 704 BIRCH**

WHEREAS, Paramount-Destination Homes, Inc., the owners of Lots 9 and 10 in Lyn Crest Estates Plat 4 (702 Birch and 704 Birch) has submitted to the City a Record of Tie Lot agreement, a copy of which is attached, for approval by the Council; and

WHEREAS, the Record of Lot Tie should be approved.

NOW, THEREFORE, IT IS RESOLVED by the Council of the City of Dallas Center, Iowa, that the Record of Lot Tie regarding Lots 9 and 10 in Lyn Crest Estates Plat 4 is approved and the Clerk is authorized to certify the City's acceptance of the agreement.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 8th day of August, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

RECORD OF LOT TIE

BETWEEN LEGALLY DESCRIBED PROPERTIES:

Lot Nine (9) in Lyn Crest Estates Plat 4, an Official Plat, now included in and forming a part of the City of Dallas Center, Dallas County, Iowa,

AND

Lot Ten (10) in Lyn Crest Estates Plat 4, an Official Plat, now included in and forming a part of the City of Dallas Center, Dallas County, Iowa,

(individually "Property"; collectively "Properties").

WHEREAS, Paramount-Destination Homes, Inc. is the current owner of the parcels legally described above.

WHEREAS, the City of Dallas Center requests that the property owner tie together the Properties to prevent future sale of either parcel independent from the other.

NOW, THEREFORE, the following agreement is made:

Paramount-Destination Homes, Inc., current owner of the Properties, does hereby impose the following restrictions:


1. The Properties shall be combined by a Record of Lot Tie.
2. Once joined, no portion of said Properties shall be transferred, sold, or conveyed independent of the remainder of the Property, without replatting the Properties or receiving specific written approval from the City of Dallas Center.

The terms and conditions of this document are binding upon the owner, including, but not limited to, future owners, developers, lessees or occupants. All provisions of this document, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

Dated this 3rd day of August, 2023.

OWNER:

PARAMOUNT-DESTINATION HOMES, INC.

By: 
James M. Myers, President

STATE OF IOWA)
)SS
COUNTY OF Polk)

This record was acknowledged before me on this 3rd day of August, 2023,
by James M. Myers, President of Paramount-Destination Homes, Inc.



Notary Public in and for the State of Iowa



Nicole Raasch
Commission No. 778581
My Commission Expires
9/10/25

ACCEPTANCE BY CITY

STATE OF IOWA)
)SS
COUNTY OF DALLAS)

I, _____, City Clerk of the City of Dallas Center, Iowa, does hereby certify that the within and foregoing Record of Lot Tie was duly approved and accepted by the City Council of said City of Dallas Center by Resolution No. _____, passed on the _____ day of _____, 2023, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2023.

City Clerk of Dallas Center, Iowa