

PUBLIC NOTICE

PUBLIC NOTICE : Durant City Council will meet in regular session at 402 6th Street City Hall,
MONDAY April 14 2025 at 6:00 PM.

Agenda

Pledge of Allegiance

Roll Call

Consent agenda: Approval of agenda, city bills and minutes from 03/24/2025 council meeting.

Public Input:

Public Hearing for FY 26 Budget

Discuss/Consider Res. 2025-13 approval for FY26 Budget

Discuss/Consider approval of VFW installing flag and pole at Feldhahn Park. (Mike Stigers)

Discussion with Ron Oveson, Oveson Refuse and Recycle – recycle and garbage collection

Discuss/Consider approval of request from Shana Schneiter to have booth at Pythian Sisters Park

Engineer: Discuss/Consider approval of RFP draft for subdivision

Public Works Report: Discuss/Consider approval 2025 Seal Coat work

Discuss/Consider approval of site plan for DHS gym replacement as recommended by P & Z

Discuss/Consider Res. 2025-17 approving placing delinquent utilities on property at 909 8th St.

Police Report: Discuss/Consider approval for monthly police report

Community/Economic Dev. Report: Discuss/Consider approval for renewing landscape maintenance contract with Eastern Iowa Landscape for community center/city hall/library

City Clerk's report: Discuss/Consider Res. 2025-16 establish policy for receiving payments in cash and coin.

Discuss/consider new website design agreement for July 1 2025.

Discuss/Consider Res. 2025-12 authorizing transfer of funds from Joey Gehrls funding to reimburse general fund for improvements at band shell.

Discuss/Consider Res. 2025-14 Setting public hearing for FY 2025 Budget Amendment

Mayor/Council Report: Discuss/Consider approval of Agreement between City of Durant and Local Union 238

Discuss/Consider approval for Res. 2025-15 approving the water and sewer rate changes as specified in the Durant City Code of Ordinances.

Adjourn

City of Durant	Claims List 04-14-2025	
Vendor Name		
Advocate News	CH publishing	653.43
Airgas USA LLC	Misc supplies	74.81
Alliant Energy *	Scott Co electric-st lights, wa tower, lift station	164.74
Amazon Capital Services	CH-apc backup & fire-tie down kit for UTV	210.29
Badger Meter	Annual license & monthly March 2025	431.12
Bi State Regional Commission	Member dues 4/1/25-6/30/25	283.75
Blue Knights of Iowa	CC deposit refund	350.00
Bosch Pest Control Inc	Fire-pest control	20.00
Bujalski, Joshua *	Reimb notary stamp renewal	30.00
Central States Health & Welfare*	Mthly health ins April	25320.00
City of Durant	Water	3868.71
Culligan-Quad Cities	Distilled water	51.95
Devilbliss, Joshua	CC deposit refund	350.00
Durant Cemetery Association	Annual payment	3000.00
Durant Municipal Electric	Electric	5771.96
Edmunds Govtech	Software implementation	7375.00
EFTPS *	Fed/FICA tax	13377.04
Goerdt Inspection & Consultation	Monthly contract pymt March 25	1322.00
Goldstar Products Inc	Roads-rust converter	577.19
Hawkins Construction & Trucking *	Disposal of tennis court material	3960.00
IA Assn Municipal Utilities	Safety training Apr-June 2025	405.00
IAWEA	WWTP-class registration (4)	360.00
IPERS *	IPERS	4427.95
Jeff's Market	Supplies-housing study meeting	9.26
John Deere Financial *	Parks-backpack blower	569.99
Liberty trust & Savings Bank*	ACH & wire fees	77.88
Lori's Cleaning Service *	Cleaning service-city offices	160.00
Lynch Dallas P. C.	Union negotiations	2922.50
Martin & Whitacre	Eng fees-pickleball bidding	550.00
Mediacom	PD-static IP	17.17
Menards	CC cleaning supplies	44.83
MidAmerican Energy	Natural gas	1427.40
MSA Professional Services Inc	Engineering fees	13562.40
NCCI *	Deposit for work comp ins	16602.00
Oveson Refuse & Recycling LLC	April GB service & stickers	13614.50
Paper's Lumber & Supply Inc	Misc supplies	420.40
Paarman, Preston *	Reimb for WW grade 2 test & clothing allowance	122.10
Robinson-Batteries Plus	Water plant battery	38.55
Ron Alpen Ford Inc	PD-service '23 explorer	55.75
Sampson Fence LTD	Generator & lift station fence	10901.00
Sprague Law PC	Legal fees Sept 2024	903.00
State Hygienic Laboratory	WA testing	50.00
Sterner, Dan	Reimb for fire trailer hitch	205.99
Terry and Sons, Inc	CC-interior painting	9700.00
Town & Country Tires *	Parks-mower tires & disposal	490.00
Treasurer of Iowa-IA-WH *	State tax	757.08
Treasurer State of Iowa	Sales & WET tax	2062.25
Tri County Heritage & Genealogy	Annual payment	1500.00
Triple B Construction *	Pay app 3 Feldhahn storm basin	69407.48
Uline	Parks-picnic tables (2)	537.79
Utter, Brian	Reimb for postage	11.50
Verizon Wireless *	Telephones, cells, internet, GIS	781.55
Visu-Sewer LLC	SW-install 8" liner 2402 LF	103476.10
Voelker's Plumbing Inc	CC-service call	65.00
Wendling Quarries Inc	Parks-ag lime (74.01 ton)	333.06
WEX Bank *	Fuel	914.09
Payroll		41,887.72
TOTAL		366,563.28
* Denotes paid early due to invoice due date		
Fund Totals		
General	128,263.95	
Road UseTax	10,820.41	
Fire Department	3,714.55	
Water	10,510.42	
Sewer	131,064.07	
Storm Water	82,189.88	
Total	366,563.28	

City of Durant Public Hearing for Proposed Tax Levy
03/24/2025 5:30PM

Mayor Spengler called the public hearing to order at 5:30pm. Member Sterner motioned, seconded by Member Mundt, to open the public hearing for the proposed tax levy. Ayes: Quiram, Sterner, Mundt, Daufeldt, Ostofi Nays None Motion carried. City Clerk Deana Cavin explained the letters that were mailed from the county to each property tax payer. The letters were to show the different rates for school, county and city current year, and proposed budget year. Clerk cited the letters can be misleading and confusing because the examples the legislature added to the letters assumes a residential property value would increase by ten percent and a commercial property would also increase by ten percent; then the calculation shows the difference in the amount of property tax revenue that generates in current and proposed year. These are hypothetical examples that really do not reflect actual city or county data. She also explained the city's levy in FY 2025 was \$16.26529/\$1000; FY 26 will be \$16.24235/\$1000. With no other input from the public, Member Sterner motioned, seconded by Member Mundt, to close the public hearing. Ayes: Ostofi, Daufeldt, Mundt, Sterner, Quiram Nays: None Motion carried. Adjourned 5:40p.m.

City of Durant City Council
Meeting Minutes 03/24/2025

Mayor Scott Spengler called meeting to order at 6:00 p.m. with roll call of members present: Quiram, Sterner, Mundt, Daufeldt, and Ostofi. Consent agenda: Member Sterner motioned, seconded by Member Quiram, to approve the consent agenda items. Ayes: Ostofi, Daufeldt, Mundt, Sterner, Quiram Nays: None Motion carried.

Joe Vens, First Main Street Insurance to discuss the City's insurance renewal for general liability, property, and work comp. Tim Reimers, insurance agent with Liberty Insurance, thanked council for the 20+ years of service for the City. He explained he will be retiring soon, and Joe Vens with First Main Street Insurance will be taking over. The business is grouped with fifty other Iowa agencies that are dedicated to cities, counties and schools in Iowa for insurance. Joe Vens provided council a packet that provided his company's contacts, and employees. They work with ICAP and EMC insurance. EMC is actually a dividend company whereby if they have a good year, the dividends are split with the customers. Recently, the city received a dividend check of about twenty-five thousand dollars. Joe then went over the booklet of the policies. His recommendation for the wind/hail loss of property- the deductible structure currently is one percent of the value of the structure; if it is not wind or hail the deductible is \$5,000. He continued to explain the deductible structure with All Other Properties or AOP. His recommendation to keep the premiums lower, is to raise the deductible to \$25,000 per building. The clerk recommended to council using the dividend received and the savings on premiums to set aside for such deductibles should it be needed. Joe explained the work comp insurance was denied by EMC, but the city will have coverage through NCCI for at least two years. He explained the fire truck accident, although not any fault of the city, was a large cost and that is what the insurance companies look at with the work comp mod rating. The largest claim for the city is settled and done; EMC will not have any further costs; there are still a few smaller claims on going. After discussion with council, Member Mundt motioned, seconded by Member Quiram to approve the recommendation of changing the deductibles from to \$25,000 for All Other Properties (AOP) damages for April 1, 2025 renewal. Ayes: Daufeldt, Ostofi, Quiram, Sterner, Mundt Nays: None Motion carried. This will save the city approximately sixteen thousand dollars on premium expense.

Engineer: Consider approval for Pay Application #3 for Triple B Construction for Feldhahn Project. MSA Engineer Scott Duckett reported the work continues with top soil shaping, small retaining wall on large basin output; planting of trees and plants should begin in April. Member Sterner motioned, seconded by Member Ostofi to approve pay application #3 in the amount of \$69,407.48. Ayes: Quiram, Sterner, Mundt, Daufeldt, Ostofi Nays: None Motion carried.

Consider TIF information for RFP for engineer to finish: Clerk informed council Heidi Kuhl with Northland Securities, city's financial advisor, had explained many cities have offered 100% TIF for residential, and she had no issues if that is what council chose. The TIF pushes the developer to complete the housing projects within the time frame the city has set. Council can go less for percentage and length of time. The cap for residential TIF is twenty years. The TIF would be used by the developer to pay back loans or reimbursement for infrastructure for sewer, water, storm sewer, and streets. Once a house is completed the clock starts because value is added to that Urban Renewal Area. The build out must be done in the length of time council designates. The TIF is for the entire phase, it does not start over with each home. After discussion, Member Mundt motioned, seconded by Member Sterner, to include the Tax Increment Financing (TIF) in the request for proposal (RFP) for the new subdivision at 100% for ten years. Ayes: Quiram, Ostofi, Daufeldt, Mundt, Sterner Nays: None Motion carried. Clerk explained this is for the RFP process; further development agreement will be prepared if/when council considers the responses to the RFP.

Police Report: Chief Orville Randolph, reported DHS prom will be April 12th with post prom; drug take back is April 26th.

Public Works Report: Consider approval for removing pavers and replacing with concrete on 6th Avenue and 5th Street. (plan approved by IDALS). Dir. Jared Semsch reported as discussed in the past, the pavers on 6th Avenue in front of Jeff's Market need attention. He discussed his plans with Iowa Dept. of Ag and Land Stewardship-who sponsored the paver project in the past. IDALS approved removing the pavers and replacing with concrete but keeping the drainage system as is under the street. Triple B site work would be \$29,905 and Hoekstra Masonry concrete and labor would be \$30,960 for a total of \$60,865. This project would be started after July 1, 2025. Member Sterner motioned, seconded by Member Quiram, to approve the project for replacing the pavers with concrete for total cost of \$60,865.00. Ayes: Mundt, Daufeldt, Ostofi, Quiram, Sterner Nays: None Motion carried.

Consider approval for replacing two boulevard aprons on 5th Street. : Dir. Semsch explained the aprons on 5th Street at 109 5th St. between the bowling alley and chiropractic office; and the apron between the Ford dealership and bowling alley, are in need of replacement. The cost for both would be \$10,600 after July 1. City crews will bust up and remove the existing concrete. Member Sterner motioned, seconded by Member Mundt, to approve the replacement of the two aprons. Ayes: Ostofi, Daufeldt, Mundt, Sterner, Quiram Nays: None Motion carried. Park restrooms will be open April 1st. The tree north of the tennis courts had to be removed due to dropping large limbs and was not healthy. Locates were called in by the contractor for the pickleball court location.

Parks: Consider TNT quote for sealant for floor of bandshell to keep moisture out funded with J Gehrls funding: Clerk presented a quote from TNT Tuckpointing for sealant for the bandshell floor and stairs at the cost of \$10,009.00. This is a triple layer sealant and compares to what is used at parking garages. The sealant lasts 15 years or more without continued reapplication. After discussion Member Mundt motioned, seconded by Member Sterner, to utilize Joey Gehrls

memorial funding to do the sealant at \$10,009 by TNT. Ayes: Quiram, Ostofi, Daufeldt, Mundt, Sterner Nays: None Motion carried.

Consider approval of installing electrical services underground to bandshell funded with J Gehrls funding. Dir. Semsch reported the current electrical service for the bandshell comes from one pole to another pole overhead to the structure. By installing it underground it would remove the overhead materials, and be fed by current meter bank with additional meter from east side of court. This would be safer than the current situation. Central City Electric quoted \$2,860.00 for the project. Member Sterner motioned, seconded by Member Daufeldt, to approve the underground installation quote utilizing funding from Joey Gehrls memorial. Ayes: Mundt, Sterner, Quiram, Daufeldt, Ostofi Nays: None Motion carried. Clerk reported when it comes time for painting the bandshell Dir. Smith does have some ideas on grants that could be utilized. Dir. Semsch also reminded council he is waiting on a quote for gutters for the bandshell as recommended by TNT to keep the moisture away from the structure. Clerk reported it may be possible to pay for the gutters through the general fund.

Community/Economic Dev. Report: Consider approval for Director to attend 2025 PDI Spring Training and Legislative Reception in Des Moines, March 25th through March 26th and April training for Rural Iowa Summit conference April 9th. Dir. Smith explained the PDI - Professional Developers of Iowa conference will also be a time to meet with legislatures. It covers housing, and is focusing this year on AI and how it works with Census data. She has not attended the Rural Summit in the past but it has a lot of information concerning cities growth, placemaking, housing, and hosted by Iowa Economic Development. Member Mundt motioned, seconded by Member Quiram to approve the attendance of Dir. Smith to both conferences. Ayes: Daufeldt, Ostofi, Quiram, Sterner, Mundt Nays: None Motion carried.

City Clerk's report: Consider approval for clerk to attend Iowa Municipal Financial Officer Assoc. training April 9th through 11th in Des Moines. Member Mundt motioned, seconded by Member Ostofi to approve the clerk's attendance to IMFOA conference. Ayes: Sterner, Quiram, Mundt, Daufeldt, Ostofi Nays: None Motion carried.

Mayor/Council Report: Consider Res. 2025-11 setting the place, date and time for FY 26 Budget Hearing for April 14th. : Member Quiram motioned, seconded by Member Sterner, to approve Resolution 2025-11 setting the public hearing for the budget for April 14, 6:00p.m. at city hall. Ayes: Ostofi, Daufeldt, Mundt, Sterner, Quiram Nays: None Motion carried.
With no other business before council, meeting adjourned at 7:08p.m.

Scott Spengler, Mayor

ATTEST:

Deana Cavin, City Operations Officer/Clerk

City of Durant		Claims List 03-24-2025	
Vendor Name			
Advanced Business Systems	Copier maint & copies 1 mth		98.33
Alliant Energy *	Scott Co electric-feldhahn		51.96
Badger Meter	Monthly user fee Feb 2025		71.12

Bosch Pest Control Inc	Fire-pest control mice	40.00
Bujalski, Joshua	Reimb meals for training	54.83
Cedar County Extension	2025 pesticide class-Jared	45.00
Cousins, Heather	CC deposit refund	350.00
Dinges Fire Company	Fire-boots	362.68
Durant Development Corp	DDC dues 2025	200.00
EFTPS *	Fed/FICA tax	6884.30
Global Security Services	PD-replace hard drive	491.95
Hawkins Inc	WA-azone (60 gal)	326.00
Intoximeters Inc	PD-bottle dry gas PBT testing	125.00
Iowa Interstate RR LLC	Norfolk Dr sign/maint/elec	319.31
Iowa Prison Industries	Roads-no parking signs	199.21
IPERS *	IPERS	4466.60
Mediacom *	PD-static IP	17.17
Menards	Park supplies	18.59
MidAmerican Energy *	Natural gas	2447.74
MSA Professional Services Inc	Engineering fees	17211.94
Oveson Refuse & Recycling LLC *	March garbage service & stickers	13498.50
Postmaster	WA billing postage-stamps	336.00
Price Oil Co Inc	Fuel	950.64
Professional Developers of IA	PDI conference-economic dev	175.00
Racom Corporation	Fire-speaker mic (9)	4878.63
Sam's Club MC/SYNCB *	Misc supplies & membership	278.27
Scott Co Library System	Lib 2nd pymt FY25	35706.00
Staples *	CH-office supplies	191.60
State Hygienic Laboratory	WA testing	50.00
TNT Tuckpointing	Bandshell-masonry repairs	18260.00
Treasurer of Iowa-IA-WH *	State taxes	743.66
USA Blue Book	Water supplies	195.28
VISA	Misc supplies	1426.66
Wisdom, Johnny *	Reimb wa test distribution 1	32.29
Payroll		22,774.90
TOTAL		133,279.16

*** Denotes paid early due to invoice due date**

Fund Totals		
General	97,850.72	
Road UseTax	4,005.82	
Fire Department	6,219.34	
Water	4,268.25	
Sewer	5,950.59	
Storm Water	14,984.44	
Total	133,279.16	

RESOLUTION 2025-13

A RESOLUTION APPROVING THE BUDGET FOR FISCAL YEAR 2026 BUDGET

WHEREAS, a public hearing was held on the Fiscal Year 2026 Budget; and

WHEREAS, the attached document represents the final budget; and,

WHEREAS, the City Clerk is directed to file according to Iowa State Code with the County Auditor by April 30th, 2025; and,

WHEREAS, the tax levy amount per \$1,000 shall be \$16.24235

BE IT RESOLVED, by the City Council of Durant; The annual budget for the fiscal year ending June 30, 2026 as set forth in the Budget Summary and in the detailed budget in support thereof showing the revenue estimate and appropriation expenditures and allocations to programs and activities for said fiscal year is adopted.

PASSED, APPROVED AND ADOPTED this 14th day of April 2025.

Scott Spengler, Mayor

ATTEST:

Deana Cavin, City Operations Officer/Clerk

FISCAL YEAR JULY 1, 2025 - JUNE 30, 2026
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of : DURANT County Name: CEDAR COUNTY, MUSCATINE, SCOTT

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	City Number: 16-137 Last Official Census: 1,871
Regular	2a	99,724,722	2b	99,528,065	
DEBT SERVICE	3a	100,634,491	3b	100,437,834	
Ag Land	4a	256,232			

Consolidated General Fund Levy Calculation

	CGFL Rate	CGFL Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2025 Budget Data	7.86407	739,389	94,021,124	6.07
	Limitation Percentage			
	3			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2026	7.63502	761,400	2.98	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW			(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	7.63502	Consolidated General Fund			5	761,400	759,899	43	7.63502
		Non-Voted Other Permissible Levies							
384.12(1)	0.95000	Opr & Maint publicly owned Transit			7		0	45	0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs			14	148,753	148,460	52	1.49164
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.			462	9,823	9,804	465	0.09850
		Voted Other Permissible Levies							
28E.22	1.50000	Unified Law Enforcement			24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)			25	919,976	918,163		
384.1	3.00375	Ag Land			26	770	770	63	3.00375
		Total General Fund Tax Levies (25 + 26)			27	920,746	918,933		Do Not Add
		Special Revenue Levies							
384.6	Amt Nec	Police & Fire Retirement			29		0		0.00000
	Amt Nec	FICA & IPERS (if general fund at levy limit)			30	95,699	95,510		0.95963
Rules	Amt Nec	Other Employee Benefits			31	172,612	172,271		1.73088
		Subtotal Employee Benefit Levy (29,30,31)			32	268,311	267,781	65	2.69051
			Valuation						
386	As Req	With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)	0 (B)	0	34		0	66	0.00000	
	SSMID 2 (A)	0 (B)	0	35		0	67	0.00000	
	SSMID 3 (A)	0 (B)	0	36		0	68	0.00000	
	SSMID 4 (A)	0 (B)	0	37		0	69	0.00000	
	SSMID 5 (A)	0 (B)	0	555		0	565	0.00000	
	SSMID 6 (A)	0 (B)	0	556		0	566	0.00000	
	SSMID 7 (A)	0 (B)	0	1177		0	1179	0.00000	
	SSMID 8 (A)	0 (B)	0	1185		0	1187	0.00000	
		Total Special Revenue Levies			39	268,311	267,781		
384.4	Amt Nec	Debt Service Levy 76.10(6)			40	435,413	434,562	70	4.32668
384.7	0.67500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
		Total Property Taxes (27+39+40+41)			42	1,624,470	1,621,276	72	16.24235

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

(City Representative)

(Date)

(County Auditor)

(Date)

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

Meeting Date: 3/24/2025 Meeting Time: 05:30 PM Meeting Location: 402 6th St. City Hall

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

City Website (if available)
www.cityofdurantiowa.com

City Telephone Number
(563) 785-4451

Iowa Department of Management	Current Year Certified Property Tax 2024 - 2025	Budget Year Effective Property Tax 2025 - 2026	Budget Year Proposed Property Tax 2025 - 2026
Taxable Valuations for Non-Debt Service	93,824,936	99,528,065	99,528,065
Consolidated General Fund	737,846	737,846	759,899
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	99,791	99,791	148,460
Support of Local Emergency Mgmt. Comm.	9,336	9,336	9,804
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	76,383	76,383	95,510
Other Employee Benefits	171,913	171,913	172,271
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	94,764,520	100,437,834	100,437,834
Debt Service	435,136	435,136	434,562
CITY REGULAR TOTAL PROPERTY TAX	1,530,405	1,530,405	1,620,506
CITY REGULAR TAX RATE	16.26529	15.33701	16.24235
Taxable Value for City Ag Land	245,509	256,232	256,232
Ag Land	737	737	770
CITY AG LAND TAX RATE	3.00375	2.87630	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Valuation of \$100,000/\$110,000	Current Year Certified 2024/2025	Budget Year Proposed 2025/2026	Percent Change
City Regular Residential	754	847	12.33
Commercial property with an Actual/Assessed Valuation of \$300,000/\$330,000	Current Year Certified 2024/2025	Budget Year Proposed 2025/2026	Percent Change
City Regular Commercial	3,326	3,787	13.86

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and commercial properties have the same rollback percentage through \$150,000 of actual/assessed valuation.

Reasons for tax increase if proposed exceeds the current:

The general fund levy was automatically reduced from \$8.10 second year in a row. The general property, liability and work comp premiums increased 25%. Wage increases result in direct increase in benefits.

FUND BALANCE

City Name: **DURANT**
Fiscal Year July 1, 2025 - June 30, 2026

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2024										
	Beginning Fund Balance July 1	1	1,467,235	1,103,127	172,942	392,417	0	3,135,721	634,882	3,770,603
	Actual Revenues Except Beg Balance	2	2,156,930	999,135	35,815	468,204	0	5,421,965	3,141,427	8,563,392
	Actual Expenditures Except End Balance	3	2,681,694	941,415	25,900	448,008	0	5,787,808	2,845,010	8,632,818
	Ending Fund Balance June 30	4	942,471	1,160,847	182,857	412,613	0	2,769,878	931,299	3,701,177
Re-Estimated FY 2025										
	Beginning Fund Balance	5	942,471	1,160,847	182,857	412,613	0	2,769,878	931,299	3,701,177
	Re-Est Revenues	6	1,888,624	858,559	32,626	462,202	0	3,242,011	2,261,431	5,503,442
	Re-Est Expenditures	7	1,973,221	1,016,563	25,126	436,038	0	3,522,038	2,764,339	6,286,377
	Ending Fund Balance	8	857,874	1,002,843	190,357	438,777	0	2,489,851	428,391	2,918,242
Budget FY 2026										
	Beginning Fund Balance	9	857,874	1,002,843	190,357	438,777	0	2,489,851	428,391	2,918,242
	Revenues	10	1,719,407	876,360	31,223	453,112	0	3,080,102	1,646,711	4,726,813
	Expenditures	11	1,767,064	894,997	25,223	435,413	0	3,122,697	1,837,725	4,960,422
	Ending Fund Balance	12	810,217	984,206	196,357	456,476	0	2,447,256	237,377	2,684,633

LOCAL EMC SUPPORT

City Name: DURANT
Fiscal Year July 1, 2025 - June 30, 2026

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 6 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg.Mgmt.Comm.	9,823	9,804
TOTAL FOR FY 2026	9,823	9,804

City Name: DURANT
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2025	ACTUAL 2024
PUBLIC SAFETY									
Police Department/Crime Prevention	1 481,191	164,528						645,719	568,230
Jail	2							0	0
Emergency Management	3 9,955	1,000						10,955	8,887
Flood Control	4							0	0
Fire Department	5							159,817	124,819
Ambulance	6 28,656	159,817						28,656	16,650
Building Inspections	7 16,011	1,481						17,492	18,418
Miscellaneous Protective Services	8							0	0
Animal Control	9 200							200	207
Other Public Safety	10 64,645							64,645	43,129
TOTAL (lines 1 - 10)	11 600,658	326,826				0		927,484	780,340
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12 68,648	301,214						369,862	425,590
Parking - Meter and Off-Street	13							0	0
Street Lighting	14 417							417	335
Traffic Control and Safety	15 0	0						0	55,354
Snow Removal	16	15,000						15,000	9,329
Highway Engineering	17	5,000						5,000	0
Street Cleaning	18							0	0
Airport (if not Enterprise)	19							0	0
Garbage (if not Enterprise)	20 179,859							179,859	0
Other Public Works	21	8,205						8,205	176,582
TOTAL (lines 12 - 21)	22 248,924	329,419				0		578,343	667,190
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24							0	0
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26							0	0
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29							0	0
TOTAL (lines 23 - 29)	30 0	0				0		0	0
CULTURE & RECREATION									
Library Services	31 76,992							76,992	74,185
Museum, Band and Theater	32 1,500							1,500	1,500
Parks	33 295,822	33,427						329,249	765,130
Recreation	34							0	0
Cemetery	35 3,000	50						3,050	3,012
Community Center, Zoo, & Marina	36 283,652	21,807						305,459	130,355
Other Culture and Recreation	37							0	0
TOTAL (lines 31 - 37)	38 660,966	55,284				0		716,250	974,182

City Name: DURANT
Fiscal Year July 1, 2024 - June 30, 2025

	GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2025	ACTUAL 2024
	COMMUNITY & ECONOMIC DEVELOPMENT									
	Community Beautification	39							0	0
	Economic Development	40	43,100	17,171					60,271	49,932
	Housing and Urban Renewal	41	10,100						10,100	0
	Planning & Zoning	42	70,000						70,000	47,090
	Other Com & Econ Development	43	15,000						15,000	11,000
	TIF Rebates	44		25,126					25,126	25,900
	TOTAL (lines 39 - 44)	45	138,200	17,171	25,126		0		180,497	133,922
	GENERAL GOVERNMENT									
	Mayor, Council, & City Manager	46	29,800	8,757					38,557	42,041
	Clerk, Treasurer, & Finance Adm.	47	55,224	27,106					82,330	42,585
	Elections	48							0	1,267
	Legal Services & City Attorney	49	16,000						16,000	19,214
	City Hall & General Buildings	50	166,331						166,331	153,520
	Tort Liability	51							0	0
	Other General Government	52							0	0
	TOTAL (lines 46 - 52)	53	267,355	35,863	0		0		303,218	258,627
	DEBT SERVICE	54								
	Gov Capital Projects	55							436,038	448,008
	TIF Capital Projects	56					40,774		40,774	962,391
	TOTAL CAPITAL PROJECTS	57	0	0	0		40,774	0	40,774	962,391
	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	1,916,103	764,563	25,126	436,038	40,774	0	3,182,604	4,224,660
	BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
	Water Utility	59								
	Sewer Utility	60						350,455	350,455	463,081
	Electric Utility	61						656,812	656,812	370,003
	Gas Utility	62						0	0	0
	Airport	63						0	0	0
	Landfill/Garbage	64						0	0	0
	Transit	65						0	0	0
	Cable TV, Internet & Telephone	66						0	0	0
	Housing Authority	67						0	0	0
	Storm Water Utility	68						730,600	730,600	48,025
	Other Business Type (city hosp., ISF, parking, etc.)	69						0	0	0
	Enterprise DEBT SERVICE	70						506,966	506,966	500,624
	Enterprise CAPITAL PROJECTS	71						0	0	700,592
	Enterprise TIF CAPITAL PROJECTS	72						0	0	0
	TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73						2,244,833	2,244,833	2,082,325
	TOTAL ALL EXPENDITURES (lines 58+73)	74	1,916,103	764,563	25,126	436,038	40,774	0	5,427,437	6,306,985
	Regular Transfers Out	75	57,118	252,000			30,316		858,940	2,325,833
	Internal TIF Loan Transfers Out	76	0	0					0	0
	Total ALL Transfers Out	77	57,118	252,000	0	0	30,316	0	858,940	2,325,833
	Total Expenditures and Other Fin Uses (lines 74+77)	78	1,973,221	1,016,563	25,126	436,038	71,090	0	6,286,377	8,632,818
	Ending Fund Balance June 30	79	857,874	1,002,843	190,357	438,777	0	428,391	2,918,242	3,701,177

RE-ESTIMATED REVENUES DETAIL

City Name: DURANT
Fiscal Year July 1, 2024 - June 30, 2025

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2025	ACTUAL 2024
Taxes Levied on Property	1	847,729	248,296		435,136				1,531,161	1,424,687
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	847,729	248,296		435,136	0			1,531,161	1,424,687
Delinquent Property Taxes	4								0	0
TIF Revenues	5			25,126					25,126	25,900
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	1,771	519		901				3,191	3,629
Utility franchise tax (Iowa Code Chapter 364.2)	7	36,000							36,000	36,540
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10								0	0
Hotel/Motel Taxes	11								0	0
Other Local Option Taxes	12	78,500	158,000						236,500	240,701
Subtotal - Other City Taxes (lines 6 thru 12)	13	116,271	158,519		901	0			275,691	280,870
Licenses & Permits	14	12,335							12,335	26,700
Use of Money & Property	15	136,084	19,000	7,500	0			15,260	177,844	163,409
Intergovernmental:										
Federal Grants & Reimbursements	16	98,440							98,440	17,281
Road Use Taxes	17		270,000						270,000	264,283
Other State Grants & Reimbursements	18	74,164	11,013		19,165			496,559	600,901	42,576
Local Grants & Reimbursements	19	23,676	94,613		0			1,000	119,289	131,563
Subtotal - Intergovernmental (lines 16 thru 19)	20	196,280	375,626	0	19,165	0		497,559	1,088,630	455,703
Charges for Fees & Service:										
Water Utility	21							350,222	350,222	345,118
Sewer Utility	22							768,630	768,630	749,841
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26								0	0
Landfill/Garbage	27	174,842							174,842	173,640
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32							11,112	11,112	0
Other Fees & Charges for Service	33								0	2,675
Subtotal - Charges for Service (lines 21 thru 33)	34	174,842	0		0	0	0	1,129,964	1,304,806	1,271,274
Special Assessments	35				7,000				7,000	10,482
Miscellaneous	36	153,083	0						153,083	276,494
Other Financing Sources:										
Regular Operating Transfers In	37	252,000	57,118					549,822	858,940	2,325,833
Internal TIF Loan Transfers In	38								0	0
Subtotal ALL Operating Transfers In	39	252,000	57,118	0	0	0	0	549,822	858,940	2,325,833
Proceeds of Debt (Excluding TIF Internal Borrowing)	40							68,826	68,826	2,302,040
Proceeds of Capital Asset Sales	41								0	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42	252,000	57,118	0	0	0	0	618,648	927,766	4,627,873
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	1,888,624	858,559	32,626	462,202	0	0	2,261,431	5,503,442	8,563,392
Beginning Fund Balance July 1	44	942,471	1,160,847	182,857	412,613	71,090	0	931,299	3,701,177	3,770,603
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	2,831,095	2,019,406	215,483	874,815	71,090	0	3,192,730	9,204,619	12,333,995

City Name: DURANT
Fiscal Year July 1, 2025 - June 30, 2026

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
PUBLIC SAFETY										
Police Department/Crime Prevention	1 526,406	162,317						688,723	645,719	568,230
Jail	2							0	0	0
Emergency Management	3 10,104							10,104	10,955	8,887
Flood Control	4							0	0	0
Fire Department	5	163,015						163,015	159,817	124,819
Ambulance	6 32,106							32,106	28,656	16,650
Building Inspections	7 16,632							16,632	17,492	18,418
Miscellaneous Protective Services	8 0							0	0	0
Animal Control	9 250							250	200	207
Other Public Safety	10 2,500							2,500	64,645	43,129
TOTAL (lines 1 - 10)	11 587,998	325,332				0		913,330	927,484	780,340
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12 122,145	257,084						379,229	369,862	425,590
Parking - Meter and Off-Street	13							0	0	0
Street Lighting	14 463							463	417	335
Traffic Control and Safety	15 0	0						0	0	55,354
Snow Removal	16	15,000						15,000	15,000	9,329
Highway Engineering	17	1,500						1,500	5,000	0
Street Cleaning	18							0	0	0
Airport	19							0	0	0
Garbage (if not Enterprise)	20 178,313							178,313	179,859	0
Other Public Works	21 0	5,804						5,804	8,205	176,582
TOTAL (lines 12 - 21)	22 300,921	279,388				0		580,309	578,343	667,190
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26							0	0	0
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	0	0
TOTAL (lines 23 - 29)	30 0	0				0		0	0	0
CULTURE & RECREATION										
Library Services	31 79,470							79,470	76,992	74,185
Museum, Band and Theater	32 1,500							1,500	1,500	1,500
Parks	33 122,937	28,341						151,278	329,249	765,130
Recreation	34							0	0	0
Cemetery	35 3,000	50						3,050	3,050	3,012
Community Center, Zoo, & Marina	36 225,481	21,405						246,886	305,459	130,355
Other Culture and Recreation	37							0	0	0
TOTAL (lines 31 - 37)	38 432,388	49,796				0		482,184	716,250	974,182

City Name: DURANT
Fiscal Year July 1, 2025 - June 30, 2026

	GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
	COMMUNITY & ECONOMIC DEVELOPMENT										
39	Community Beautification								0	0	0
40	Economic Development	47,866	19,231						67,097	60,271	49,932
41	Housing and Urban Renewal								0	10,100	0
42	Planning & Zoning	60,000							60,000	70,000	47,090
43	Other Com & Econ Development	15,000							15,000	15,000	11,000
44	TIF Rebates			25,223					25,223	25,126	25,900
45	TOTAL (lines 39 - 44)	122,866	19,231	25,223			0		167,320	180,497	133,922
	GENERAL GOVERNMENT										
46	Mayor, Council, & City Manager	32,417	10,985						43,402	38,557	42,041
47	Clerk, Treasurer, & Finance Adm.	49,610	23,265						72,875	82,330	42,585
48	Elections	2,800							2,800	0	1,267
49	Legal Services & City Attorney	17,000							17,000	16,000	19,214
50	City Hall & General Buildings	160,211							160,211	166,331	153,520
51	Tort Liability								0	0	0
52	Other General Government								0	0	0
53	TOTAL (lines 46 - 52)	262,038	34,250	0			0		296,288	303,218	258,627
54	DEBT SERVICE				435,413				435,413	436,038	448,008
55	Gov Capital Projects								0	40,774	962,391
56	TIF Capital Projects								0	0	0
57	TOTAL CAPITAL PROJECTS	0	0	0			0		0	40,774	962,391
58	TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	1,706,211	707,997	25,223	435,413	0	0		2,874,844	3,182,604	4,224,660
	BUSINESS TYPE ACTIVITIES										
	Proprietary: Enterprise & Budgeted ISF										
59	Water Utility							380,028	380,028	350,455	463,081
60	Sewer Utility							480,115	480,115	656,812	370,003
61	Electric Utility							0	0	0	0
62	Gas Utility							0	0	0	0
63	Airport							0	0	0	0
64	Landfill/Garbage							0	0	0	0
65	Transit							0	0	0	0
66	Cable TV, Internet & Telephone							0	0	0	0
67	Housing Authority							0	0	0	0
68	Storm Water Utility							3,000	3,000	730,600	48,025
69	Other Business Type (city hosp., ISF, parking, etc.)							0	0	0	0
70	Enterprise DEBT SERVICE							487,291	487,291	506,966	500,624
71	Enterprise CAPITAL PROJECTS							0	0	0	700,592
72	Enterprise TIF CAPITAL PROJECTS							0	0	0	0
73	TOTAL Business Type Expenditures (lines 59 - 72)							1,350,434	1,350,434	2,244,833	2,082,325
74	TOTAL ALL EXPENDITURES (lines 58 + 73)	1,706,211	707,997	25,223	435,413	0	0	1,350,434	4,225,278	5,427,437	6,306,985
75	Regular Transfers Out	60,853	187,000					487,291	735,144	858,940	2,325,833
76	Internal TIF Loan / Repayment Transfers Out							0	0	0	0
77	Total ALL Transfers Out	60,853	187,000	0	0	0	0	487,291	735,144	858,940	2,325,833
78	Total Expenditures & Fund Transfers Out (lines 74+77)	1,767,064	894,997	25,223	435,413	0	0	1,837,725	4,960,422	6,286,377	8,632,818
79	Ending Fund Balance June 30	810,217	984,206	196,357	456,476	0	0	237,377	2,684,633	2,918,242	3,701,177

REVENUES DETAIL

City Name: DURANT
Fiscal Year July 1, 2025 - June 30, 2026

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
REVENUES & OTHER FINANCING SOURCES											
Taxes Levied on Property	1	918,933	267,781		434,562		0		1,621,276	1,531,161	1,424,687
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes (line 1 minus line 2)	3	918,933	267,781		434,562		0		1,621,276	1,531,161	1,424,687
Delinquent Property Taxes	4									0	0
TIF Revenues	5			25,223					25,223	25,126	25,900
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	1,813	530		851		0		3,194	3,191	3,629
Utility franchise tax (Iowa Code Chapter 364.2)	7	36,000							36,000	36,000	36,540
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9								0	0	0
Mobile Home Taxes	10								0	0	0
Hotel/Motel Taxes	11								0	0	0
Other Local Option Taxes	12	90,200	150,000						240,200	236,500	240,701
Subtotal - Other City Taxes (lines 6 thru 12)	13	128,013	150,530		851		0		279,394	275,691	280,870
Licenses & Permits	14	14,035							14,035	12,335	26,700
Use of Money & Property	15	79,305	16,000	6,000				7,100	108,405	177,844	163,409
Intergovernmental:											
Federal Grants & Reimbursements	16	34,000							34,000	98,440	17,281
Road Use Taxes	17		270,000						270,000	270,000	264,283
Other State Grants & Reimbursements	18	38,721	13,309		12,699				64,729	600,901	42,576
Local Grants & Reimbursements	19	19,000	97,387		0				116,387	119,289	131,563
Subtotal - Intergovernmental (lines 16 thru 19)	20	91,721	380,696	0	12,699		0	0	485,116	1,088,630	455,703
Charges for Fees & Service:											
Water Utility	21								358,280	350,222	345,118
Sewer Utility	22								780,150	768,630	749,841
Electric Utility	23								0	0	0
Gas Utility	24								0	0	0
Parking	25								0	0	0
Airport	26								0	0	0
Landfill/Garbage	27	174,800							174,800	174,842	173,640
Hospital	28								0	0	0
Transit	29								0	0	0
Cable TV, Internet & Telephone	30								0	0	0
Housing Authority	31								0	0	0
Storm Water Utility	32							13,890	13,890	11,112	0
Other Fees & Charges for Service	33						0	0	0	0	2,675
Subtotal - Charges for Service (lines 21 thru 33)	34	174,800	0		0		0	0	1,152,320	1,304,806	1,271,274
Special Assessments	35				5,000				5,000	7,000	10,482
Miscellaneous	36	125,600	500						126,100	153,083	276,494
Other Financing Sources:											
Regular Operating Transfers In	37	187,000	60,853						735,144	858,940	2,325,833
Internal TIF Loan Transfers In	38								0	0	0
Subtotal ALL Operating Transfers In	39	187,000	60,853	0	0		0	0	735,144	858,940	2,325,833
Proceeds of Debt (Excluding TIF Internal Borrowing)	40								0	68,826	2,302,040
Proceeds of Capital Asset Sales	41								0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42	187,000	60,853	0	0		0	0	735,144	927,766	4,627,873
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43	1,719,407	876,360	31,223	453,112		0	0	4,726,813	5,503,442	8,563,392
Beginning Fund Balance July 1	44	857,874	1,002,843	190,357	438,777		0	0	2,918,242	3,701,177	3,770,603
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	2,577,281	1,879,203	221,580	891,889		0	0	7,645,055	9,204,619	12,333,995

ADOPTED BUDGET SUMMARY

City Name: DURANT
Fiscal Year July 1, 2025 - June 30, 2026

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
Revenues & Other Financing Sources										
Taxes Levied on Property	1 918,933	267,781		434,562	0	0		1,621,276	1,531,161	1,424,687
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0	0		0	0	0
Net Current Property Taxes	3 918,933	267,781		434,562	0	0		1,621,276	1,531,161	1,424,687
Delinquent Property Taxes	4 0	0		0	0	0		0	0	0
TIF Revenues	5		25,223					25,223	25,126	25,900
Other City Taxes	6 128,013	150,530		851	0	0		279,394	275,691	280,870
Licenses & Permits	7 14,035	0					0	14,035	12,335	26,700
Use of Money and Property	8 79,305	16,000	6,000	0	0	0	7,100	108,405	177,844	163,409
Intergovernmental	9 91,721	380,696	0	12,699	0	0	0	485,116	1,088,630	455,703
Charges for Fees & Service	10 174,800	0		0	0	0	1,152,320	1,327,120	1,304,806	1,271,274
Special Assessments	11 0	0		5,000	0	0	0	5,000	7,000	10,482
Miscellaneous	12 125,600	500		0	0	0	0	126,100	153,083	276,494
Sub-Total Revenues	13 1,532,407	815,507	31,223	453,112	0	0	1,159,420	3,991,669	4,575,676	3,935,519
Other Financing Sources:										
Total Transfers In	14 187,000	60,853	0	0	0	0	487,291	735,144	858,940	2,325,833
Proceeds of Debt	15 0	0	0	0	0	0	0	0	68,826	2,302,040
Proceeds of Capital Asset Sales	16 0	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17 1,719,407	876,360	31,223	453,112	0	0	1,646,711	4,726,813	5,503,442	8,563,392
Expenditures & Other Financing Uses										
Public Safety	18 587,998	325,332	0			0		913,330	927,484	780,340
Public Works	19 300,921	279,388	0			0		580,309	578,343	667,190
Health and Social Services	20 0	0	0	0		0	0	0	0	0
Culture and Recreation	21 432,388	49,796	0			0		482,184	716,250	974,182
Community and Economic Development	22 122,866	19,231	25,223			0		167,320	180,497	133,922
General Government	23 262,038	34,250	0			0		296,288	303,218	258,627
Debt Service	24 0	0	0	435,413		0		435,413	436,038	448,008
Capital Projects	25 0	0	0	0	0	0		0	40,774	962,391
Total Government Activities Expenditures	26 1,706,211	707,997	25,223	435,413	0	0		2,874,844	3,182,604	4,224,660
Business Type Proprietary: Enterprise & ISF	27						1,350,434	1,350,434	2,244,833	2,082,325
Total Gov & Bus Type Expenditures	28 1,706,211	707,997	25,223	435,413	0	0	1,350,434	4,225,278	5,427,437	6,306,985
Total Transfers Out	29 60,853	187,000	0	0	0	0	487,291	735,144	858,940	2,325,833
Total ALL Expenditures/Fund Transfers Out	30 1,767,064	894,997	25,223	435,413	0	0	1,837,725	4,960,422	6,286,377	8,632,818
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 -47,657	-18,637	6,000	17,699	0	0	-191,014	-233,609	-782,935	-69,426
Beginning Fund Balance July 1	33 857,874	1,002,843	190,357	438,777	0	0	428,391	2,918,242	3,701,177	3,770,603
Ending Fund Balance June 30	34 810,217	984,206	196,357	456,476	0	0	237,377	2,684,633	2,918,242	3,701,177

LONG TERM DEBT SCHEDULE - LT DEBT1

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2016 GO 8th STREET	1 2,900,000	GO	2016-20	240,000	29,900	269,900	500			270,400
2011 GREEN GRANT	2 182,000	NON-GO	2011-33	8,000	1,560	9,560	130		9,690	0
2015 SEWER REVENUE	3 6,250,000	NON-GO	2015-20	322,000	27,578	349,578	9,193		358,771	0
2017 WATER TOWER	4 717,000	NON-GO	2016-36	78,000	3,792	81,792			81,792	0
2023 2ND STREET WATER MAIN	5 613,491	NON-GO	2023-51	26,000	9,643	35,643	1,378		37,021	0
2023 GO 9TH AVE STORM WATER	6 1,805,000	GO	2023-66	100,000	64,513	164,513	500			165,013
	7 -	-				0				0
	8 -	-				0				0
	9 -	-				0				0
	10 -	-				0				0
	11 -	-				0				0
	12 -	-				0				0
	13 -	-				0				0
	14 -	-				0				0
	15 -	-				0				0
	16 -	-				0				0
	17 -	-				0				0
	18 -	-				0				0
	19 -	-				0				0
	20 -	-				0				0
	21 -	-				0				0
	22 -	-				0				0
	23 -	-				0				0
	24 -	-				0				0
	25 -	-				0				0
	26 -	-				0				0
	27 -	-				0				0
	28 -	-				0				0
	29 -	-				0				0
	30 -	-				0				0
TOTALS				774,000	136,986	910,986	11,701	0	487,274	435,413

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2026	Interest Due FY 2026	Total Obligation Due FY 2026	Bond Reg./ Paying Agent Fees Due FY 2026	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	340,000	94,413	434,413	1,000	0	0	435,413
NON GO - TOTAL	434,000	42,573	476,573	10,701	0	487,274	0
GRAND - TOTAL	774,000	136,986	910,986	11,701	0	487,274	435,413

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2025 - June 30, 2026

City of: **DURANT**

The City Council will conduct a public hearing on the proposed Budget at: (entered upon publish)402 6th St-City Hall Meeting Date: 4/14/2025 Meeting Time: 06:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.				
The estimated Total tax levy rate per \$1000 valuation on regular property				16.24235
The estimated tax levy rate per \$1000 valuation on Agricultural property is				3.00375
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.				
Phone Number (563) 785-4451	City Clerk/Finance Officer's NAME Deana Cavin			
		Budget FY 2026	Re-estimated FY 2025	Actual FY 2024
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,621,276	1,531,161	1,424,687
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,621,276	1,531,161	1,424,687
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	25,223	25,126	25,900
Other City Taxes	6	279,394	275,691	280,870
Licenses & Permits	7	14,035	12,335	26,700
Use of Money and Property	8	108,405	177,844	163,409
Intergovernmental	9	485,116	1,088,630	455,703
Charges for Fees & Service	10	1,327,120	1,304,806	1,271,274
Special Assessments	11	5,000	7,000	10,482
Miscellaneous	12	126,100	153,083	276,494
Other Financing Sources	13	0	68,826	2,302,040
Transfers In	14	735,144	858,940	2,325,833
Total Revenues and Other Sources	15	4,726,813	5,503,442	8,563,392
Expenditures & Other Financing Uses				
Public Safety	16	913,330	927,484	780,340
Public Works	17	580,309	578,343	667,190
Health and Social Services	18	0	0	0
Culture and Recreation	19	482,184	716,250	974,182
Community and Economic Development	20	167,320	180,497	133,922
General Government	21	296,288	303,218	258,627
Debt Service	22	435,413	436,038	448,008
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Total Government Activities Expenditures	24	2,874,844	3,182,604	4,224,660
Business Type / Enterprises	25	1,350,434	2,244,833	2,082,325
Total ALL Expenditures	26	4,225,278	5,427,437	6,306,985
Transfers Out	27	735,144	858,940	2,325,833
Total ALL Expenditures/Transfers Out	28	4,960,422	6,286,377	8,632,818
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-233,609	-782,935	-69,426
Beginning Fund Balance July 1	30	2,918,242	3,701,177	3,770,603
Ending Fund Balance June 30	31	2,684,633	2,918,242	3,701,177

CONTRACT FOR THE CITY OF DURANT SOLID WASTE AND RECYCLING COLLECTION

This contract is made as of March 10, 2024 by and between the City Of Durant (City) and Oveson Refuse and Recycling LLC of Wilton, IA (Contractor)

RECITALS

Whereas The City desires to enter into an agreement with the Contractor for the solid waste and recycling collection within the City limits.

Now, therefore, the City and the Contractor agree as follows:

1. Definitions

- A. Solid waste is defined as the general accumulations of waste materials as may be accumulated day-to-day in an average residential unit including regular household rubbish, garbage and, or kitchen waste
- B. Recyclables are defined as general accumulations of waste materials as may be accumulated day-to-day in an average residential unit including paper, magazines, cartons, boxes, aluminum, plastic, glass and tins cans
- C. Neither solid waste or recyclables shall include the following items: automotive tires, broken concrete, construction/demolition materials, rock, soil or any household item too large to be placed in a compactor type truck, household hazardous waste such as paints, oils, solvents, yard waste (trees, shrubs, grass clippings and leaves), white goods (appliances such as refrigerators, washers and dryers) E-waste (computers and their peripherals) and any other materials which will not be accepted by the landfills commonly used by the Contractor or by the City
- D. Bulk items are defined as item(s) that do not fit in a cart and are the same size as a standard recliner or smaller.
- E. Large bulk items are defined as item(s) that do not fit in a cart and are larger than a standard recliner.
- F. A unit as herein defined is limited to individual residences and City owned properties within the City limits of Durant.

2. Solid waste collection

- A. The Contractor shall provide weekly collection (Tuesday of each week) of solid waste for all occupied units within the City. All solid waste and recyclables as herein defined that are designated for collection and disposal hereunder must be placed in Oveson Refuse & Recycling's 65-gallon and 95-gallon totes. All totes must be placed at the curb with the lid shut the night before collection day.

- B. Curbside recycling shall be collected weekly (Tuesday) by the Contractor utilizing an Oveson Refuse & Recycling's provided 18-gallon bin placed at the curb the night before collection by the resident at collected at no extra charge.
- C. All solid waste and recyclables for collection and disposal hereunder that are located at City owned properties such as City parks, Fire stations, City Hall, community center, public works building, sewage treatment plants and/or any other City buildings or places will be collected and disposed of once per week without any charge to the City.
- D. Special clen ups – the Contractor will provide for the City a clean-up (s) at a price, method and a date(s) agreed upon by both parties.

3. Term of contract

- A. The Contractor shall pick up and dispose of all solid waste and recyclables for all occupied units in the City limits of Durant for five years beginning April 1, 2024 and concluding March 31, 2029. In the event the City of Durant annexes additional property or territories surrounding the present City limits of Durant, the units in the annexed area will be added immediately to the contract.
- B. The contract shall be reviewed between February 1, 2026 – February 28, 2026, regarding performance and payment issues. This contract may be extended and any contract addendums added at this time with mutual agreement by both parties regarding the terms and conditions and rate for an agreed additional term after March 31, 2029.
- C. In the event the parties mutually agree in writing upon an extension of the contract 60 days prior to the expiration of the existing contract, the contract shall be extended in accordance with mutual written agreement

4. Units

- A. The City will provide the Contractor the total number of units to be billed on a monthly basis.

5. Payments

- A. The City's per unit cost to the Contractor for the period of April 1, 2024 through March 31, 2029 shall be \$18.00 per unit per month for 65-gallon totes and \$19.50 per unit per month for 95-gallon totes. The Contractor will bill the City at the end of each month, at the above rate, times the number of units. The City will assist in providing the Contractor with the number of occupied units within the City.

6. Miscellaneous

- A. The City of Durant hereby covenants and agrees with the Contractor that during the lifetime of this contract the City of Durant will not require by ordinance or otherwise that the Contractor use any equipment not comparable with present equipment in the performance of this contract.

- B. The **Contractor** covenants and agrees that its interest in this contract may not be assigned or transferred in any manner without the prior written approval of the **City** Council of the **City** Of Durant.
- C. It should be mutually agreed upon between the **City** Of Durant and the **Contractor** to set the times, days and routes for the once-a-week pickup. Thirty (30) days' notice must be given to the residents of the **City** Of Durant should change of service day be needed. When a legal holiday falls on a weekday, the **Contractor** shall collect the solid waste and recycling on the following day or two days if necessary. These holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day and Christmas Eve.
- D. The **Contractor** shall handle all totes and bins with responsible care to avoid damage and attempt to replace them in the same upright position on the parkway where they were found.
- E. The **Contractor** shall clean up and dispose of any contents, which they spill on the parkway, street or alley during his work in a reasonable manner for the general health and safety of the public.
- F. The **Contractor** shall maintain a telephone number for the receiving of service calls or complaints and shall be available for such calls on Monday through Friday of each week (except for legal holidays) from 8:00 AM to 5:00 PM. The telephone number of the **Contractor** and a vehicle identification number shall appear on both sides of all trucks used for picking up. The numbers shall not be less than three (3) inches in height and must always be clearly visible.
- G. The **Contractor** agrees that at its own cost and expense it shall do all work, furnish all materials and equipment and all labor necessary to complete the work required of it in accordance with the terms of these specifications. The **Contractor** shall pay all refuse collection and landfill expenses incurred because of the services specified herein. The **Contractor** hereby acknowledges that it is familiar with the **City** Of Durant and its roads.
- H. **Contractor** shall obtain and maintain a refuse collector's permit with the **City** if so required.
- I. **Contractor** shall ensure that adequate communications are maintained with respect to the services being provided. The **Contractor** will speak with **City** personnel prior to leaving town on pick up day to communicate any issues relating to service. When requested, the **Contractor** will attend **City** Council meetings.
- J. **Contractor** shall ensure all regular solid waste will go to The Cedar County Transfer Station and recyclables will go to the recycling center of the **Contractor's** choice. All recyclables collected in Durant will be recycled.
- K. This contract may be terminated by the **City** within 60 days prior to written notice for failure to perform, including but not limited to failure to file corporate and personal income tax returns.
- L. **Contractor** shall provide proof of and maintain a minimum general liability insurance policy of not less than \$1,000,000. Such policy shall name the **City** as an additional insured and must be approved by the City Clerk/City Attorney before this contract goes into effect.
- M. This contract shall become effective as of the date specified in paragraph 3 above only upon its final approval by Resolution of the Durant City Council.

- N. The **Contractor** does hereby covenant and agree to indemnify and hold harmless the **City** from all liability resulting from any negligence on the part of the **Contractor**.
- O. No later than the 15th day of each month, the **Contractor** shall submit to the City Clerk the following reports:
1. The amount, in pounds, of garbage collected, the location (including facility name and street address) where such garbage was disposed of and the amount of garbage disposed of.
 2. The amount, in standard quantifiable measurements, the location (including facility name and street address) where recycling was disposed of and the weight of recycling materials disposed of by type of disposable material (cardboard, paper, tin, aluminum, glass, plastic, etc.)
 3. The **Contractor** shall provide copies of all weight receipts regarding the disposal of waste and recycling materials.
 4. The **City** shall accept actual weight tickets from the disposal and recycling sites in lieu of such reports.

P. Oveson Refuse & Recycling LLC Billing Schedule

\$18.00 per Unit per month 65-gallon tote (free recycling)

\$19.50 per Unit per month 95-gallon tote (free recycling)

\$3.00 per Unit per month for one extra 65-gallon tote

\$2.00 per extra bag outside of cart

\$18.00 per appliance

\$6.00 per bulk item

\$15.00 per large bulk item

\$1.00 per yard waste bag

Free scrap steel collection

All **City** owned properties will receive free services of weekly collection in provided dumpsters or totes

In witness whereof, the parties have executed this contract as of the date first above written.

A Municipal Corporation (**City**)

Mayor: _____

Date: _____

City Clerk: _____

Date: _____

Oveson Refuse & Recycling LLC (**Contractor**)

Owner: _____

Date: _____

CHAPTER 47

PARK REGULATIONS

47.01 Commercial Activity
47.02 Placing Advertising In Parks
47.03 Firearms and Fireworks
47.04 Pets
47.05 Park Hours
47.06 Baseball Diamond Curfew
47.07 Unlicensed Motor Vehicles

47.08 Motor Vehicles
47.09 Parking
47.10 Littering
47.11 Skateboards In Parks
47.12 Inflatables In Parks
47.13 Sales of Articles or Services
47.14 Park Rentals of Shelters and Ball Fields

47.01 COMMERCIAL ACTIVITY. It is unlawful for any person to conduct any promotional or commercial activity on any park property within the limits of the City, without first obtaining a written permit from the City.

47.02 PLACING ADVERTISING IN PARKS. It is unlawful for any person to place or cause to be placed any structure, advertising, or vegetation on park property, without first obtaining written permission from the Council.

47.03 FIREARMS AND FIREWORKS. It is unlawful for any person to have in their possession, shoot, fire, or explode any firearms, fireworks, or explosives on park property.

47.04 PETS. No pets are allowed in City parks except on a maximum six-foot length leash. All pet waste must be cleaned up by owners.

47.05 PARK HOURS.

1. All public parks within the City shall be open freely to the public from the hour of 6:00 a.m. through the hour of 10:00 p.m. on any one day, or, one-half hour following the end of an organized game. The parks will be open from December 1 through March 1 only from dawn to dusk hours.
2. It shall be unlawful for any persons (other than City personnel conducting City business therein), to occupy or to be present in any public park during any hours in which said public parks are not open to the public unless such persons shall have secured a special permit from the Clerk to occupy or be present in said park at such time.
3. Any section or part of a public park may be declared closed to the public by the Council at any time and at an interval of time, either temporarily or at regular or stated intervals.

47.06 BASEBALL DIAMOND CURFEW. No new innings shall start after 10:00 p.m. If an inning has been started, it shall be completed.

47.07 UNLICENSED MOTOR VEHICLES. It is unlawful for any person to operate an unlicensed vehicle on park property. All City or Durant Municipal Electric vehicles shall be exempt. Vehicles for the purpose of park maintenance shall be authorized by the City Clerk or Public Works Director upon a case by case nature.

47.08 MOTOR VEHICLES. It is unlawful for any person to operate any motor vehicle on park property other than on park roadways or designated parking areas. All City or Durant Municipal Electric vehicles

shall be exempt. Vehicles for the purpose of park maintenance shall be authorized by the City Clerk or Public Works Director upon a case by case nature.

47.09 PARKING. It is unlawful for any person to park any vehicle anywhere but designated parking areas on park property.

47.10 LITTERING. It is unlawful for any person to litter park property.

47.11 SKATEBOARDS IN PARKS. Skateboards shall only be allowed to be operated in the fenced-in area of the skate board park at Jaycee Park. The use of skateboards shall not be allowed in any other parks, or park shelters.

47.12 INFLATABLES IN PARKS. Due to insurance liability, no inflatable toys or equipment are allowed in the parks unless included as part of carnival rides provided by a carnival ride company with proof of insurance.

47.13 SALES OF ARTICLES OR SERVICES. No person shall sell or offer for sale, or display or exhibit, any article or service whatsoever in any park, trail, or parkway without prior approval of the City Council. This provision does not apply to such sales of refreshments or any other articles from concession stands authorized by the Council, nor does it apply to any concert, program, exhibit, or entertainment authorized by the Council.

47.14 PARK RENTALS OF SHELTERS AND BALL FIELDS. Shelters and ball fields at the parks are available for rent. Rental fees shall be set by the Parks and Recreation Board with Council approval by resolution. Applicants must complete the reservation form at City Hall and pay full rental fees at the time of reservation. The City will post the reservation on the day of the event.

[The next page is 243]

REQUEST FOR PROPOSALS
FOR SUNSET FARMS SUBDIVISION
DURANT, IOWA

The City of Durant is requesting proposals for purchase and residential land development of a 10.17 acre property located east of 14th Avenue and north 7th Street in Durant, Iowa. The Property is currently zoned R-1 residential and will need to be rezoned to R-A residential zoning if two family homes are desired by the developer. The Property is being sold as-is, and the City of Durant makes no representation as to the condition of the Property. A concept and cost estimate are being provided with this RFP for what the City envisions for the development of this property. A development agreement will be made between the City and developer regarding the specifics of a residential TIF for the development of this property.

Proposals shall be in a sealed envelope and clearly marked on the front **“Proposal for Purchase and Development of 10.17 Acre City of Durant, Iowa Owned Property.”** Sealed proposals will be accepted at the Office of the City Clerk, Durant City Hall, 402 6th Street, Durant, Iowa, 52747, until 2:00 P.M. (CST), on June 3, 2025. No electronically transmitted proposals will be accepted. Late proposals will not be accepted and will be returned unopened, regardless of postmark. Proposals must be submitted on the required forms and signed by an authorized agent to be considered responsive to the request of proposals (RFP).

The City of Durant reserves the right to accept or reject any or all proposals, decide what services meet, exceed or are equal to City requirements and to waive any technicalities. Pursuant to the Durant Code of Ordinances, the City of Durant reserves the right to cancel the proposal request any time prior to the acceptance of the proposal. The RFP, is available online at questcdn.com . You may download the digital plan documents for free by inputting Quest project # 9512347. Technical questions and questions regarding the proposal process or submitting your proposal should be directed to City Clerk Deana Cavin, at email dcavin@cityofdurantiowa.com or phone 563-785-4451. Proposers interested in a site visit to inspect the premises may do this on their own at any time or schedule them with Director of Public Works Jared Semsch at email jsemsch@cityofdurantiowa.com or phone 563-299-0076.

The following item SHALL be included with each proposal for the provision of purchase and residential land development of a 10.17 acre City-owned Property or be subject to disqualification:

1. Instructions to Bidders and Bid Form – Sign, date, and notarize.
2. Bid Bond, certified check, or bank draft for 5% of the amount of the bid amount.
3. Statement of Qualifications

Award of contract will be based upon compliance with the City requirements described or attached to this document. The City of Durant shall exercise its own and sole discretion to evaluate and determine the criteria and the sufficiency of any proposal submitted herein. Delivery shall be firm, and the City of Durant reserves the right to cancel the contract if not performed within the quoted time.

Additional notes about the City requirements on the development of the property:

1. The City will retain the approximately 0.89 acre property immediately east of the water tower property for future water improvements. This 0.89 acres is part of the existing 10.17 acres and will be dedicated to the City as part of the initial final plat on the property.
2. The developer will pay for all improvement costs to develop the property including land cost, surveying, platting, engineering, permitting, and construction costs including staking and part-

time observation and materials testing. These costs are approximated in the preliminary cost opinion based on the attached concept plan.

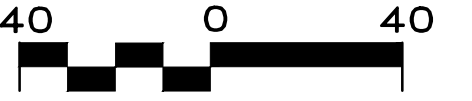
3. Developer shall include a statement of qualifications summarizing past experience on residential subdivisions with references. A narrative should be included discussing the plan for the development such as which homebuilders will be building homes with typical building footprints or custom homes will be constructed. The statement of qualifications shall also include a schedule for the project.
4. Negotiated TIF agreement shall meet the requirements of the Iowa Code and for the purposes of this proposal shall be assumed to be a 10 year residential TIF agreement paying 100% of the City portion of the property taxes of developed lots in the subdivision.
5. Subdivision can be done in one or two additions. Development agreement negotiation, surveying, platting, and engineering for the first addition shall be completed by December 31, 2026 and construction of the infrastructure for the first addition shall be completed by December 31, 2027.
6. Cul-de-sacs and hammerhead turnarounds are not to be included in this subdivision.
7. The streets shall be at least 7 inch PCC pavement with 6 inch drainable base and subdrains and they shall be 40 feet wide measured from back of curb to back of curb. Curbs shall be 4 inch rollover.
8. 14th Avenue shall be improved adjacent to the development with curb and gutter, storm sewer where necessary, and the ditch shall be filled in.
9. The developer will develop the subdivision in general conformance with the attached concept. Lot widths will vary if two family homes are desired. With City approval, other modifications to the subdivision will be allowed. This is a concept only without surveying so some revisions will be required.
10. The Property is currently zoned R-1 residential and will need to be rezoned to R-A residential zoning if two family homes are desired by the developer.
11. The subdivision and zoning ordinance will need to be followed for the project. Normal process will include sketch plan review of concept, preliminary plat of the entire property, final plat of 1st addition or entire property, and civil improvement plans and permitting for 1st addition or entire property.
12. The City owned properties on the north edge of the subdivision will have black vinyl coated chain link fence installed by the City in the future.
13. Right of ways in the subdivision shall be 60 feet wide.
14. The development will have two access points off 14th Avenue as shown connecting at the existing 8th Street and 9th Street intersections.
15. Future improvements to the west side of 14th Avenue will be by the City.
16. Sanitary sewer, storm sewer, and water main exist immediately adjacent to the property as shown on the attached concept. City mapping is available upon request.
17. A housing demand study for the City of Durant has recently been completed and is available upon request by potential bidders. Contact Deana Cavin at City Hall for this information.
18. Detention is required and could be a dry or wet detention pond. Water quality and channel protection are not required. Sidewalks will be required by the homebuilders and by the developer the detention pond lot and at the south end of the property along 14th Avenue.
19. All water main improvements will be installed in water easements only without other utilities.
20. All sanitary sewer improvements will be installed in sanitary easements only without other utilities. The City of Durant prefers that sanitary sewers along public streets be installed in the middle of the street.
21. A bid bond is required for this proposal.

22. Minimum bid is \$218,906.00.

Publication Date/Time: April 22, 2025 or before based on notice publication date

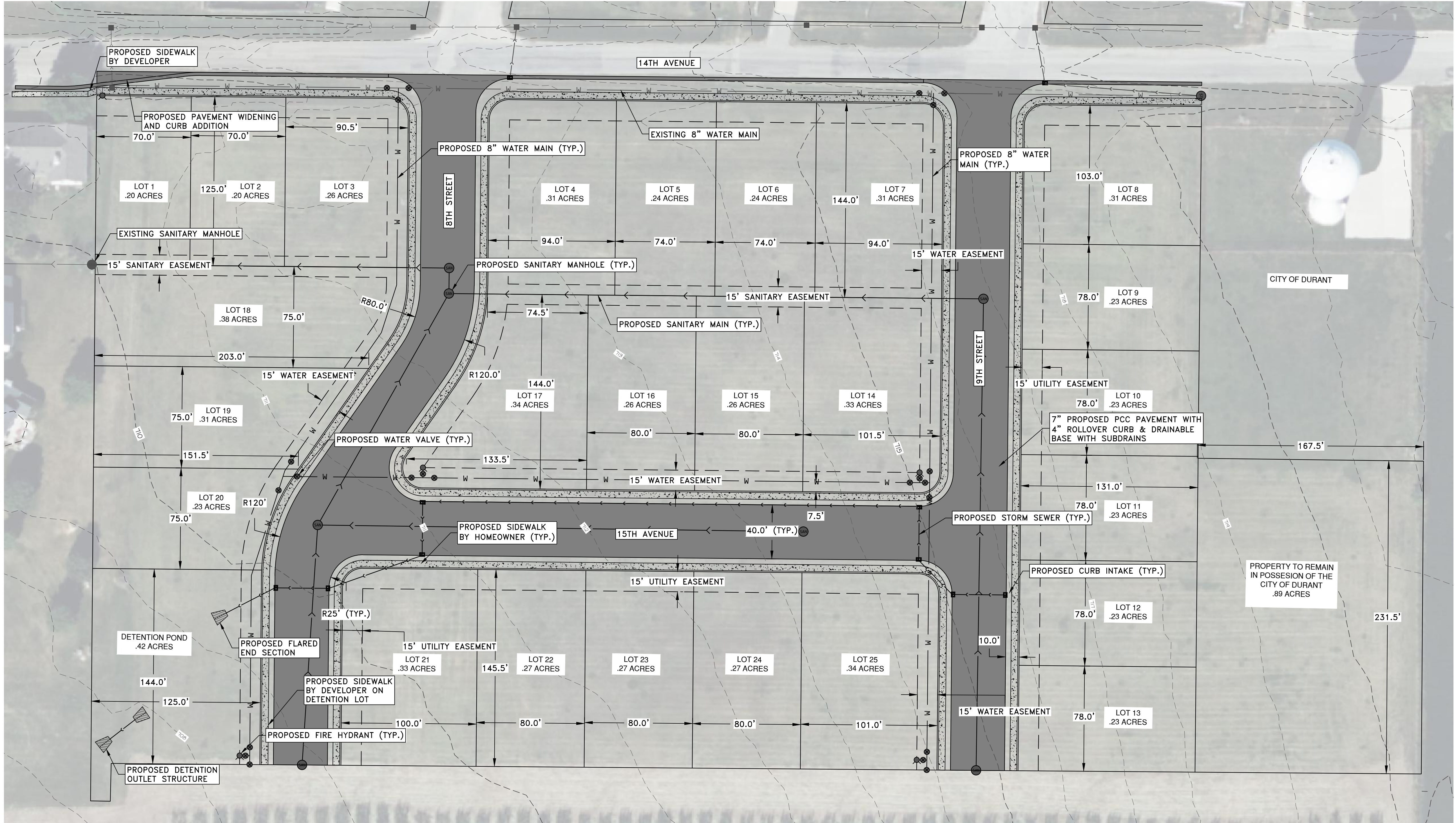
Closing Date/Time: 2 p.m. on June 3, 2025 at Durant City Hall.

Related Documents: Instructions to Bidders, Bid Form, Bid Bond, Sunset Farm Concept, and Preliminary Cost Opinion



LEGEND

- PROPOSED STORM STRUCTURE
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY STRUCTURE
- PROPOSED WATER MAIN
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING STORM STRUCTURE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING SANITARY MANHOLE
- EXISTING WATER MAIN



F:\CIVIL\3D PROJECTS\DURANT MISC\20 DESIGN DRAWINGS\SUNSET FARMS CONCEPT\DWG PLOTTED: 2/27/2025

#	DATE	DESCRIPTION	BY	DESIGNED BY:
				MWJ
				DRAWN BY:
				MAR
				PROJECT ENGR:
				MWJ



Martin & Whitacre
Surveyors & Engineers, Inc.
1508 BIDWELL ROAD
MUSCATINE, IOWA
PHONE (563) 263-7691
EMAIL info@martin-whitacre.com

SUNSET FARMS
CITY OF DURANT
DURANT, IOWA

SUNSET FARMS CONCEPT

PROJ NO:	----	DRAWING NO:
CONST PROJ:	000	CONCEPT
SCALE:	AS NOTED	SHEET NO:
DATE:	2/27/25	1 OF 1

SUNSET FARMS SUBDIVISION IMPROVEMENTS - DURANT, IOWA
PRELIMINARY COST OPINION
MARTIN & WHITACRE SURVEYORS & ENGINEERS, INC. JOB # 9146

ESTIMATED PROJECT QUANTITIES

ITEM NO.	ITEM	UNIT	QNTY	UNIT PRICE	TOTAL
1	EARTHWORK, EXCAVATION AND GRADING	CY	23268	\$5.00	\$116,338.95
2	TOPSOIL STRIP, SALVAGE, & RESPREAD - 6"	CY	7756	\$5.00	\$38,779.65
3	7" PCC PAVEMENT W/ 6" DRAINABLE BASE	SY	6914	\$65.00	\$449,394.18
4	6" CURB AND GUTTER	LF	698	\$40.00	\$27,927.20
5	4" PCC SIDEWALK	SF	749	\$7.00	\$5,243.00
6	8" WATER MAIN W/ BEDDING	LF	1509	\$80.00	\$120,680.00
7	FIRE HYDRANT ASSEMBLY	EA	4	\$6,000.00	\$24,000.00
8	CONNECT TO EXISTING WATER MAIN	EA	2	\$2,000.00	\$4,000.00
9	8" GATE VALVE	EA	17	\$2,500.00	\$42,500.00
10	1" WATER SERVICE W/ CURB BOX & CORP. STOP	LF	1119	\$60.00	\$67,155.00
11	8" SANITARY SEWER PIPE W/ BEDDING	LF	1762	\$60.00	\$105,738.00
12	TRENCH BACKFILL	TON	6969	\$25.00	\$174,212.50
13	6" SANITARY SEWER LATERAL	LF	385	\$60.00	\$23,100.00
14	SANITARY MANHOLES	EA	7	\$8,000.00	\$56,000.00
15	CONNECT TO EXISTING SANITARY SEWER	EA	1	\$1,000.00	\$1,000.00
16	REMOVE EXISTING STORM STRUCTURE	EA	1	\$1,000.00	\$1,000.00
17	REMOVE EXISTING STORM SEWER	LF	5	\$20.00	\$100.00
18	12" STORM SEWER W/ BEDDING	LF	139	\$50.00	\$6,930.00
19	15" STORM SEWER W/ BEDDING	LF	368	\$60.00	\$22,050.00
20	18" STORM SEWER W/ BEDDING	LF	194	\$70.00	\$13,547.80
21	STORM SEWER INLET	EA	10	\$3,500.00	\$35,000.00
22	12" STORM SEWER FLARED END SECTION	EA	2	\$800.00	\$1,600.00
23	15" STORM SEWER FLARED END SECTION	EA	1	\$900.00	\$900.00
24	18" STORM SEWER FLARED END SECTION	EA	1	\$1,000.00	\$1,000.00
25	ORIFICE PLATE	EA	1	\$1,000.00	\$1,000.00
26	4" PERFORATED HDPE SUBDRAIN W/ POROUS BACKFILL	LF	2830	\$12.00	\$33,958.32
27	RIPRAP W/ ENGINEERING FABRIC	TON	40	\$50.00	\$2,000.00
28	SEEDING, FERTILIZING, AND MULCHING	AC	8	\$2,500.00	\$20,000.00
29	EROSION CONTROL, COMPLETE	LS	1	\$5,000.00	\$5,000.00
30	TRAFFIC CONTROL, COMPLETE	LS	1	\$5,000.00	\$5,000.00
31	MOBILIZATION	LS	1	\$98,000.00	\$98,000.00
32	CONSTRUCTION STAKING	LS	1	\$20,000.00	\$20,000.00
33	SURVEYING, ENGINEERING, AND PLATTING	LS	1	\$60,000.00	\$60,000.00
34	INSPECTION AND MATERIALS TESTING	LS	1	\$20,000.00	\$20,000.00

ESTIMATED COST OPINION: \$1,603,154.60

NOTICE TO BIDDERS

The City of Durant will receive Bids for Purchase and Development of 10.17 Acre City of Durant, Iowa Owned Property until 2:00 PM, on the 3rd day of June, 2025, at Durant City Hall. All Bids will be publicly opened and read aloud at that time.

The City Council will consider all bids received at its council meeting to be held at 6 p.m. on the 9th day of June 2025, at the City Hall, Durant, Iowa.

Bids are invited upon purchasing and residential land development of a 10.17 acre city owned property located east of 14th Avenue and north of 7th Street in Durant, Iowa. A residential TIF agreement will be negotiated with the developer of this property. More details are summarized in the bid documents.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital contract documents for free by inputting Quest project # 9512347 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. Additional paper copies of the Contract Documents may also be obtained from Martin & Whitacre Surveyors & Engineers, Inc. Per Iowa law, there is no cost to the DEVELOPER for downloading the documents or acquiring the paper contract documents.

A certified check or bank draft, payable to the order of City of Durant, negotiable U.S. Government Bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total bid shall be submitted with each Bid.

The City of Durant reserves the right to reject any or all Bids or to waive any informalities in the bidding.

The development agreement negotiation, surveying, and engineering for the first addition of the project shall be completed by December 31, 2026. Construction of the infrastructure for the first addition of the project must be completed by December 31, 2027. The project may have no more than two additions.

Bids may be held by the City of Durant for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

By: Deana Cavin

Title: City Clerk

INSTRUCTION TO BIDDERS

PROJECT IDENTIFICATION: Purchase and Development of 10.17 Acre City of
Durant, Iowa Owned Property

CONTRACT IDENTIFICATION AND NUMBER: 9146

THIS BID IS SUBMITTED TO: City of Durant, Iowa
402 6th Street
P.O. Box 818
Durant, IA 52747
Attn: Ms. Deana Cavin

1. The undersigned BIDDER proposed and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to purchase and develop said property as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and condition of the Request for Proposals and Instructions to Bidders. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that
 - (a) BIDDER has examined copies of all the Bidding Documents and supporting documents and the following Addenda (receipt of all which is hereby acknowledged):

Date

Number

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents. Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Contract Documents and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical condition at the site or otherwise may affect the cost, progress, performance or furnishing of the future Work as BIDDER considers necessary for the purchasing and developing said property at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examination, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examination, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER or in order to purchase and develop said property at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
 - (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 4. BIDDER will complete the work for the amount shown on Bid Proposal Form.
 - 5. BIDDER agrees that completion of the development agreement, surveying, platting, and engineering for first addition of the project must be attained by December 31, 2026.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the amount of \$500 per calendar day in the event of failure to complete the work on time as described above.

- 6. BIDDER agrees that completion of the first addition of the project must be attained by

December 31, 2027.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the amount of \$500 per calendar day in the event of failure to complete the work on time as described above.

7. The following documents are attached to and made a condition of this Bid:

- (a) Form of Proposal
- (b) Bid Bond, certified check, or bank draft for 5% of the bid amount
- (c) Statement of Qualifications

8. Communications concerning this Bid shall be addressed to:

City of Durant, Iowa
402 6th Street
P.O. Box 818
Durant, IA 52747
Attn: Ms. Deana Cavin

9. This bid is due no later than Tuesday, June 3, 2025, at 2:00 p.m. at Durant City Hall
Attn: Deana Cavin, 402 6th Street, P.O. Box 818, Durant, Iowa 52747.

If BIDDER is:

An Individual

By _____ Seal)
(Individual's Name)

doing business as _____

Business Address: _____

Phone No.: _____

A Corporation

By _____ Seal)
(Corporation Name)

(state of incorporation)

(name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No.: _____

(continue to next page)

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Signed and sealed this _____ day of _____, 2025.

Witness

_____(seal)
Principal

Title

BID FORM

PROJECT: Purchase and Development of 10.17 Acre City of Durant, Iowa Owned
Property

Developer_____

Total Bid_____

Bidder shall include all costs in the above lump sum bid.

I hereby certify this is a bid submitted by:

Company Name

Address

Owner Certification

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
_____ as Principal, and _____
as Surety, are hereby held and firmly bound unto City of Durant as OWNER in the penal
sum of _____ for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this ____ day of _____, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain BID, attached hereto and hereby made a part hereof, to enter into a
contract in writing for the Purchase and Development of 10.17 Acre City of Durant, Iowa
Owned Property

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said BID)
and shall furnish a BOND for his faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection therewith,
and shall in all other respects perform the agreement created by the acceptance of said
BID, then this obligation shall be void. Otherwise the same shall remain in force and
effect; it being expressly understood and agreed that the liability of the Surety for any
and all claims hereunder shall, in no event, exceed the penal amount of this obligation
as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by an extension of the time within
which the OWNER may accept such BID; and said Surety does hereby waive notice of any
such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto

affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
(Principal)

(Surety)

By:_____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

STANDARD FORM OF AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, by and between ____ City of Durant _____, hereinafter called "OWNER" and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "DEVELOPER".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1) The DEVELOPER will commence and complete the development of Purchase and Development of 10.17 Acre City of Durant, Iowa Owned Property.
- 2) The DEVELOPER will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the development and completion of the PROJECT described herein.
- 3) The DEVELOPER will commence the work required by the CONTRACT DOCUMENTS as soon as possible and will complete the development agreement, surveying, platting, and engineering by December 31, 2026 and the construction of the infrastructure of the first addition by December 31, 2027 unless the period for completion is adjusted otherwise by the CONTRACT DOCUMENTS.
- 4) The DEVELOPER agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule.
- 5) The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) NOTICE TO BIDDERS
 - (b) INSTRUCTIONS TO BIDDERS
 - (c) BID
 - (d) BID BOND
 - (e) AGREEMENT
 - (f) CONCEPT DRAWING prepared by Martin & Whitacre Surveyors & Engineers, Inc. numbered 1 through 1 and dated February 2025.
 - (g) PRELIMINARY COST OPINION
 - (h) ADDENDA:

No. __, dated _____, 2025

No. __, dated _____, 2025

No. __, dated _____, 2025

No. __, dated _____, 2025

No. __, dated _____, 2025

- 6) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (Four (4) Copies), each of which shall be deemed an original on the date first above written.

OWNER:

BY _____

Name _____
(Please Type)

Title _____

(SEAL)

ATTEST:

NAME _____
(Please Type)

Title _____

DEVELOPER:

BY _____

Name _____
(Please Type)

Title _____

(SEAL)

ATTEST:

NAME _____
(Please Type)

Title _____

PROPOSAL

City Of Durant
Attn: Jared
PO Box 818
Durant, IA 52747



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 1

RE: 2025 Sealcoat Work

Description of Work:

Type B Work

B. Single seal coat consisting of:

Power broom streets

Furnish and apply single seal coat of MC-3000 asphalt

Furnish, spread and roll 3/8" chip.

NOTES:

1. Billing on final units completed.

2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

*Is this project tax exempt? Yes ☐ No ☒. If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

*If the Iowa Construction Sales Tax Cert is not received prior to the commencement of work, LL Pelling will apply the appropriate sales tax based on the amount designated by, the material vendor.

Authorized
Signature

Randy Bohman

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

"Committed to Excellence since 1948"

PROPOSAL

City Of Durant
Attn: Jared
PO Box 818
Durant, IA 52747

Phone: 563-357-2555

Email: dows@cityofdurantiowa.com



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 2

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
6th St	1st	3rd	A		-		\$ -
			B 925	36		3,700	\$ 10,730.00
4th St	5th Ave	6th Ave	A		-		\$ -
			B 336	33		1,232	\$ 3,572.80
4th Ave	4th St	3rd	A		-		\$ -
			B 148	38		625	\$ 1,812.50
4th Ave	4th	3rd	A		-		\$ -
			B 167	33		612	\$ 1,774.80
3rd Ave	4th	3rd St thru Intersection	A		-		\$ -
			B 405	24		1,080	\$ 3,132.00
8th Ave	3rd St	House 109	A		-		\$ -
			B 428	18		856	\$ 2,482.40
10th Ave	3rd St	4th St	A		-		\$ -
			B 339	23		866	\$ 2,511.40
11th Ave	3rd St	4th St	A		-		\$ -
			B 358	23		915	\$ 2,653.50
			A		-		\$ -
			B			-	\$ -

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type B Work	Square Yd	9,886	\$ 2.90	\$ 28,669.40
Cold Mix Patching	per ton	45.00	\$ 350.00	\$ 15,750.00
NOTES: Billing on final units completed.				\$ 44,419.40

Date: 3/27/2025

Authorized
Signature

Randy Poltrane

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

"Committed to Excellence since 1948"

City of Durant
Planning and Zoning Commission
04/02/2025 Minutes

Chairperson Dan Alpen called meeting to order at 6:00p.m. Roll call of members:

Brian Hammer, Teresa Flack, Bruce Skahill, and Dan Alpen. Member Steve Henderson, Casey Cooling and Janet Paustian were absent. Inspector Terry Goerdts, and Clerk Deana Cavin were present.

Discuss/Consider the review of the site plan for Durant Community Schools 408 7th Street, Gym Replacement Durant, Iowa.: Brent Jackson of Hall & Hall engineering was present. He went through the site plans with the board. A variance was already granted by the Durant Board of Adjustment for a reduced setback. Basically, the gym will be located where the existing gym is. The old one will be demolished and new in its' place. Any disturbed grass areas will be reseeded. He pointed out some gravel areas that will be asphalt and the contractor storage and staging area. Member Hammer asked about snow removal and if staging area would be fenced. Brent responded the staging area will be fenced and located where an old house was taken down by the school corner of 7th Street and 4th Avenue. Clerk explained the school chooses to do the snow removal and removes from area. Brent explained the new water service to allow for a sprinkler system at the school. The gym will be an ICC500 storm safe room. Member Skahill had a question on rolling paving and compaction testing. After discussion, Member Hammer motioned, seconded by Member Flack to approve the site plan. Ayes: All Nays: None Motion carried. Adjourned 6:24p.m.

****Dan Alpen informed the clerk he would resigning from the board because he will be moving outside the city limits.**

Deana Cavin, City Operations Officer/Clerk

RESOLUTION NO. 2025-17

A RESOLUTION APPROVING THE ASSESSING OF DELINQUENT UTILITY BILLS TO PROPERTY AT 909 8TH STREET, DUE TO LACK OF PAYMENT AND LACK OF COMMUNICATION BY PROPERTY OWNERS WITH UTILITIES IN THE CITY OF DURANT.

WHEREAS, the property owners were notified of said address that utility bills for electric, water, garbage and sewer services were the responsibility of the property owner; and

WHEREAS, several attempts have been made to make payment arrangements to no avail; and final due date for payment was April 8, 2025; and owners have left no forwarding addresses;

WHEREAS, the City Council finds that the approval and execution of this assessment of costs for electric, water, sewer and garbage outstanding bills incurred in total of \$ 2,456.47 for 909 8th Street, Durant, Iowa will serve the public interest;

It is, therefore, **RESOLVED**, by the City Council of Durant, Iowa, as follows:

1. The City of Durant, Iowa, hereby approves the assessment of \$2,456.47 to Dawnisha Keeton and Kevin Keeton.
2. The City Clerk shall proceed with the proper procedure to assess said costs as a tax against 909 8th Street Durant, Iowa.
3. Any resolution or part thereof in conflict or inconsistent with this Resolution is repealed.

PASSED & APPROVED on April 14, 2025.

Scott Spengler, Mayor

ATTEST:

Deana Cavin,
City Operations Officer/Clerk

Notice of Sheriff's Levy and Sale
IN THE IOWA DISTRICT COURT IN AND FOR CEDAR COUNTY

STATE OF IOWA
CEDAR COUNTY

}

Iowa District Court Cedar County

Case #: EQCV037141

Civil #: 25-000153

ROCKET MORTGAGE LLC F/K/A QUICKEN LOANS LLC
VS

DAWNISHA KEETON; KEVIN KEETON; PARTIES IN POSSESSION;
CROWN ASSET MANAGEMENT, LLC, ET AL

☒ Special Execution

☐ General Execution

☐ Other

As a result of the judgment rendered in the above referenced court case, an execution was issued by the court to the Sheriff of this county. The execution ordered the sale of defendant (s)

☒ Real Estate

☐ Personal Property

☒ Described Below

☐ On attached sheet:

To satisfy the judgment. The Property to be sold is

LOT 1, BLOCK 31, DURANT, CEDAR COUNTY, IOWA

Property Address: 909 8TH STREET, DURANT, IOWA 52747

The described property will be offered for sale at public auction for cash only as follows:

Sale Date Sale Time Place of Sale

04/29/2025 10:00 CEDAR COUNTY LAW ENFORCEMENT CENTER, 711 E SOUTH ST, TIPTON, IA 52772

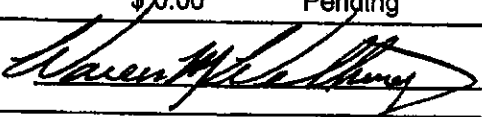
☐ Homestead: Defendant is advised that if the described real estate includes the homestead (which must not exceed 1/2 acre if within a city or town plat, or, if rural, must not exceed 40 acres), defendant must file a homestead plat with the Sheriff within ten (10) days after service of this notice, or the sheriff will have it platted and charge the costs to this case.

☐ Redemption: After the sale of real estate, defendant may redeem the property within _____

☒ This sale not subject to Redemption.

Property exemption: Certain money or property may be exempt. Contact your attorney promptly to review specific provisions of the law and file appropriate notice, if acceptable.

Plus interest on \$195,287.14 for 418 days @ 4.99%, \$26.70 per day
or \$11,159.83

Judgment Amount	Costs	Accruing Costs	Interest	Sheriff's Fees	Attorney
\$ 195,287.14	\$ 8,101.83	PLUS	\$ 0.00	Pending	RICHARD REINBLATT
Date					13160 FOSTER, SUITE 100
03/12/2025	CEDAR COUNTY SHERIFF				OVERLAND PARK, KS 66213
					(913)663-7600

Billing Detail - CITY OF DURANT

KEVIN & DAWNISHA KEETON
909 8TH ST
DURANT IA 52747

Account Number	10022011
Bill Date	4-01-2025
Service From	2-24-2025
Service To	3-20-2025

Service		Present Reading	Previous Reading	Multiplier	Consumption	Est	Amount
BILL	GB						20.50
BILL	GB						3.00
BILL	SS						1.00
BILL	SW	1579			1579		55.09
BILL	WA	1579			1579		22.51
TAX							1.35
ARREARS							133.74

Property Address 909 8TH ST

Due Date	Amount Due Before Due Date
4-20-2025	237.19

Print

Cancel

0.00

0.00

237.19

25.00

262.19

0.00

Billing Detail - DURANT MUNI ELECTRIC PLNT



KEVIN KEETON
909 8TH ST
909 8TH ST
DURANT IA 52747

Account Number 4106100009
Bill Date 3-31-2025
Service From 2-21-2025
Service To 3-20-2025

Service	Present Reading	Previous Reading	Multiplier	Consumption	Est	Amount
BILL CC						10.50
BILL EL	53350	49448		3902		473.70
BILL FA						3.90
TAX						4.89
ARREARS						1,787.09

Property Address	Due Date	Amount Due
909 8TH ST	4-20-2025	2,280.08

Date	Reference	Amount	New Balance
4-04-2025	MISC (REAL TIME)	25.00	2,305.08
4-01-2025	Final Bill	194.20	2,499.28
4-01-2025	Meter Deposit Applied	-245.00	2,194.28

Print

Cancel

Balance 2,194.28



CITY OF DURANT IOWA
Police Department

1107 5th Street
PO Box 1063
Durant, IA 52747

563-785-6049 (Non-Emergency)
563-785-6048 (Fax)

cityofdurantiowa.com

Memo

To: Mayor Spengler, Durant City Council, and Durant School Board
From: Police Chief Orville Randolph
CC: COO/City Clerk Deana Cavin and Superintendent Joe Burnett
Date: April 14th, 2025
RE: Council/School Board report

Items of interest at the police department

1. **Police Report** – City Council/School Board - discuss/consider
 - A. Monthly Calls for Service – April 2025 (city).
 - B. SRD report – April 2025 (City/School)
2. **Upcoming Events**
 - A. DCSD Prom – April 12th, 2025 @ Durant Community Center.
 - B. RVAP joint training – April 17th, 2025 DCSD safety team & DPD staff.
 - C. DEA Drug Takeback Event – April 26th, 10 am – 2 pm.

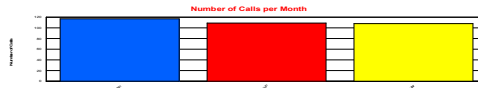




DURANT POLICE DEPARTMENT

Call Type Monthly Comparison

April 2025 Report



	Jan	Feb	Mar	Total
Call Type				
Disabled Vehicle	2	0	2	4
Accident - Property Damage	1	1	1	3
ALARM	2	2	3	7
Animal Complaint	1	2	2	5
Argument	0	2	0	2
Assistance Provided	3	0	0	3
Attempt to Locate	3	3	1	7
Bar Checks	2	4	2	8
Business Checks	3	3	3	9
Civil Disputes	0	0	1	1
Death Investigation	1	0	0	1
Debris on Roadway	0	1	0	1
Disorderly Conduct	1	0	0	1
Drug Complaints	3	1	1	5
DOMESTIC	3	0	1	4
Extra Patrols	14	12	9	35
Fire Dept Assist - Alarm	1	0	1	2
Fire Dept Assist - Brush Fire	0	0	1	1
Fire Dept Assist - Gas Leak	1	0	0	1
Fire Dept Assist - Other	1	0	0	1
Fire Dept Assist - Structure	0	1	0	1
Fire Dept Assist - Vehicle Fire	0	1	1	2
Fingerprinting	2	2	0	4
Fraud/Scam	1	0	1	2
Golf Cart/ATV permits	4	2	4	10
Harassment	1	2	1	4
Vehicle Inspections	1	2	3	6
Intelligence Gathered	5	5	2	12
Juvenile Complaints	0	0	2	2
Ambulance Assist - Liftin	2	1	1	4
Ambulance Assist - Difficulty	4	1	2	7
Ambulance Assist - Chest Pain	4	1	1	6
Ambulance Assist - Falls	3	1	0	4
Ambulance Assist - Medical	18	4	4	26
Meetings	3	3	0	6
Mental Health call	0	0	1	1
Misdial of 911	0	1	0	1
Missing Person	0	1	1	2
Nuisances	0	7	4	11
Parking Complaints	2	21	1	24
Property Found	2	2	1	5
Property Exchange	0	1	0	1
Records Requests	1	3	2	6
Sex Offenses	2	0	0	1
Door to Door Solicitors	1	0	1	2
Suspicious Activity	1	3	1	5
Sneak with Officer	1	2	6	9
THEFT	0	1	2	3
Traffic Complaints	0	0	2	2
TRESPASS	2	0	0	2
Traffic Stops	7	9	25	41
Vehicle Unlocks	2	1	2	5
Verbal Disputes	1	0	1	2
Total	117	109	108	334



DURANT POLICE DEPARTMENT
School Resource Officer Report
Durant Community School District



To: Orville Randolph
Chief of Police

Date: 04/03/2025

CC: Durant School Board

From: Joshua Bujalski
School Resource Officer

Subject: Monthly Management Report for March 2025

SIGNIFICANT ACTIVITIES FOR THE MONTH:

Spring Break was March 17th through the 21st.
Conducted 4th quarter fire drill on Monday March 31st.

The following tasks were completed:

1. Conducts morning check of all exterior doors.
2. Held safety team meeting.

The following tasks are considered as work in progress:

1. Updating the schools emergency flip chart book.
2. Making new room placards and identifying signs for the classrooms.

Classroom Visits/Classroom Presentations

There weren't any classroom visits or presentations this month.

Calls for service handled/Extra events outside of the school during the school day:

On Wednesday March 12th, 2025, I was called out of school to conduct a welfare check.

On Thursday March 13th, 2025, I was called out of school to handle an accident, but when I arrived State Trooper was on scene and handled the accident.



DURANT POLICE DEPARTMENT
School Resource Officer Report
Durant Community School District



Incident Analysis Report by School this Month

	Jan. 2025	Feb. 2025	Mar. 2025
Regular Calls for service	3	1	2
Remove student to/ from class			
Disturbance/ Disruptive in Class			
Theft Call			
Out of Control Student	3	1	3
Assault Call			
Criminal Mischief Report			
Juvenile Complaint			
Review Video	6	6	10
Classes Taught/ Presentations			
Safe & Sound Reports		1	
Meetings	15	10	10
Parent Issues/ Meetings	3	2	3
Vaping/ Tobacco Calls			
Truancy Calls			
Assist Student	4	5	3
Suspicious Activity			
Fire Alarm			1
Bullying Issues/ Harassment			
Social Media Issues			
School Bus Violation			
Fighting on School Grounds			
Safety Concerns	1		

2025 Maintenance Contract

Estimate Approval - LM-401



Durant Community Center

606 5th Ave
Durant, IA 52747

Eastern Iowa Landscape Services

eialandscape.greg@gmail.com
563-263-1930

2025 Maintenance Contract \$3,725.58

- Seasonal maintenance program (community center landscape beds, library beds)
- Spring visit (Mid April) - clean up weeds & debris from beds, top dress bare patches of gravel if necessary (up to 1 yd), apply pre-emergent to beds
- Summer visit 1 (late May/Mid June) - clean up weeds & debris from bed, tip prune plants as needed, deadhead plants as needed, apply pre-emergent to beds.
- Summer visit 2 (late July/Early Aug) - clean up weeds & debris from bed, deadhead plants as needed, apply pre-emergent to beds.
- Fall visit (late Sept/Mid Oct) - clean up weeds & debris from beds, tip prune plants as needed, remove spent perennial tops.

*Sales tax is estimated and will be adjusted at completion of project. Maintenance program will consist of 4 visits & 4 payments of approx \$931.40 each. A 5% discount will be applied for prepayment in full by April 30th, 2025. Additional work requested outside of the estimated hours provided will be at an additional charge. Visit times may vary depending on weather throughout the season.

Weed Pre-Emergent	4.00 Bag
Misc Hand Tools	4.00
Misc Power Tools	7.00
Misc Expense	1.00

Progress-Based Invoicing Schedule	
Pertains to 2025 Maintenance Contract	
Down Payment <i>(due on signing)</i>	\$1,117.67 30%
Final Payment <i>(due on mm/dd/yyyy)</i>	\$2,607.91 70%
Total	\$3,725.58
* Sales tax, if applicable, is not represented on this proposal	

Date: _____

Name: _____

Signature:

Terms and Conditions:

Payment Terms & Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12% per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of Eastern Iowa Landscape Services, LLC in any and all equipment and property of the Client in the possession of Eastern Iowa Landscape Services, LLC as well as in the Work in progress as at the date of termination. Eastern Iowa Landscape Services, LLC shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that numbers of days equal to any delay in payment to Eastern Iowa Landscape Services, LLC

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction is considered to be an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, Eastern Iowa Landscape Services, LLC reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above cause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services.
- Site unknown: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges.

Procedure for Extra Work & Changes

If it shall become necessary for Eastern Iowa Landscape Services, LLC to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to Eastern Iowa Landscape Services, LLC a fee for such changed or extra work calculated on a time and materials basis. All changes to work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are parable to the Owner forthwith upon receipt of Eastern Iowa Landscape Services, LLC's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00), Eastern Iowa Landscape Services, LLC will provide the Customer notification by way of it's Progress Report. In either instance, such notification shall be plain and clean in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty & Tolerances

- Payments Received: the Warranty for the contract is only valid if payment is received in full on acceptance of the work. A thirty percent (30%) down payment will be required on acceptance of the project. If the Client chooses to cancel the project before beginning they are only able to receive ten percent (10%) of the down payment back as to cover for materials and estimating time of the project.
- Diligence: Eastern Iowa Landscape Services, LLC agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: Eastern Iowa Landscape Services, LLC warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: it is the responsibility of the Client or the Client's Representative to full inform Eastern Iowa Landscape Services, LLC of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify Eastern Iowa Landscape Services, LLC may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems - all for which the Client will be responsible. Client can avoid such risks by permitting Eastern Iowa Landscape Services, LLC to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- Damaged Utilities: Should damage occur to utilities during construction, Eastern Iowa Landscape Services, LLC is only liable for the cost of the repair. Eastern Iowa Landscape Services, LLC is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Building/Window/Vehicle Washing: Buildings, windows or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by Eastern Iowa Landscape Services, LLC. Any necessary cleaning due to Construction or Work by Eastern Iowa Landscape Services, LLC will be the responsibility of the Client.

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.
- Stone: Natural stone has color variations that carry from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves Eastern Iowa Landscape Services, LLC of liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: Eastern Iowa Landscape Services, LLC warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.

- **Client Responsibilities:** The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of Eastern Iowa Landscape Services, LLC. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations - void all warranties provided by Eastern Iowa Landscape Services, LLC.
- **Use of Client Selected and Approved Substandard Materials:** Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. Eastern Iowa Landscape Services, LLC will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor - prior to purchasing and/or installing such materials.
- **Material Grades:** the Client recognizes that all materials come in a range of grades of quality and finished, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. Eastern Iowa Landscape Services, LLC shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

RESOLUTION 2025-16

RESOLUTION ESTABLISHING POLICY FOR RECEIVING PAYMENTS IN CASH AND COIN

WHEREAS, the City of Durant, Iowa, receives cash and coin payments for a variety of services; and

WHEREAS, the City of Durant, Iowa, strives to find the most cost efficient and effective way for employees to perform their duties; and

WHEREAS, receiving large amount of coins, adulterated money or denominations greater than \$100.00 bills is not the most efficient way to process payments; and

WHEREAS, this policy shall apply to all city services such City Hall, Community Center, Parks, and Police Department;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Durant, Iowa

- The City will accept cash payments in denominations up to and including \$100.00 bills;
- The City will accept clean, unadulterated money (paper or coin);
- The City will accept up to \$5.00 in coins (any combination of coins).

PASSED AND APPROVED this 14th day of April, 2025.

Scott Spengler, Mayor

ATTEST:

Deana Cavin, City Operations Officer/Clerk

Deana Cavin

From: Erin Chmielowski <Erin.Chmielowski@catalisgov.com>
Sent: Tuesday, March 18, 2025 2:24 PM
To: Deana Cavin
Subject: [External] Catalis Website Follow-Up
Attachments: ADA Flyer.pdf; Website Feature.pdf

Hi Deana,

Happy Tuesday! I apologize for the delay in my response. Thank you for taking the time to meet with us, Scott and I enjoyed meeting you are learning about your website needs. Below is a breakdown of the solution & proposal:

Durant, IA Website Proposal

Website

- User-friendly website management solutions developed to meet the specific needs of a local government
- [Website Information Link](#)
- Price:
 - \$2,500 Year One (Includes design, implementation, migration, and training)
 - \$2,120 Year Two (6% uplift starting year three)
 - Complimentary Re-Design when contract is renewed

I did speak with finance about your July payment question. We could sign the contract early with a July start date, but implementation can't start until July. There unfortunately isn't a way for you to start the project now with a July payment schedule.

Please let me know if you have any questions and I am looking forward to hearing your feedback.

Thanks
Erin

Erin Chmielowski | Regional Sales Manager
P: 815.307.6350

<https://catalisgov.com/>





CATALIS WEBSITE MANAGEMENT

Developed to meet the specific needs of a local government

Our CMS provides you with the ability to refine all user accounts to restrict access to specific features. For example, you can create an admin user account and provide a specific user with access to edit only specific pages or have access to a specific application. This is a great feature for a larger government that may want to provide departments with access to edit specific sections of a website.

There is no limit to the number of user accounts, and you can enable/disable user accounts at any time. Catalis' CMS is also responsive for any mobile device, and you can edit any pages and use any admin features from a mobile phone, tablet, or computer.

In addition to our standard dashboard and Single-Sign-On (SSO) portal, some key benefits to using Catalis' CMS Package include:

Accessibility

Accessibility Development, SSL Certificates, and North American hosting (AWS).

Strong Security

Scan files and behaviour with monitoring and anti-virus software. We have annual penetration tests, and a security committee implementing and updating best practices.

Mobile Responsive Design

This proposal includes a design that will be completely responsive on any mobile device. Your content management system is also responsive and provides you with the ability to edit your website on any mobile device including a smartphone.

Business Directory

Map business locations.

Accordions

The Accordion is a new data type within the CMS. It is like the Quick List data type, but each item is grouped in an expandable/collapsible region.

Air Quality

Display air quality information on your website.

Notices/News

The News content type is best for content you want to be scheduled for publication. This content type is also useful for creating a section of announcements that you can easily promote to the homepage using the Promotions feature. The News content type is sorted by publish date.

Documents

Centralized file management where videos can be managed.

Cards

Display the content of your items on a page either horizontally or vertically, and as properly fit in any screen size. Click on Add Item to add a new Box.

Calendar

Enter community activities, which can be displayed as a list of events or in a calendar. With the Events content type, you can control when the event should automatically roll off the live site. This helps keep your site free from outdated content.

Intranet

Create password-protected pages.

Maps

List a series of addresses for tourism, park locations, and land available for development. To add a new location, click on Add Item.

Navigation Banner

Add a hero image or opening photo.

Meetings

Feature your local government's meeting minutes and agendas on your community's website. You simply upload the documents directly to the website and they will be categorized and displayed by date and meeting type.

Image Gallery

Create an online photo album to post several images and control their order and captions. The images appear as thumbnails, and any image can be enlarged simply by clicking on it.

Alert Banner (Alerts)

Manage alert messages that will appear as a banner to alert people to important information. This is a convenient tool to highlight people's attention to important matters such as service outages.

Postings

Display details regarding job openings. It gives you the option of formatting your text in a standard flow or developing your own format by entering all the relevant information into the "Comments" text box.

Dashboard

View and share information about traffic and engagement using Google Analytics 4, dedicated sections for meetings, events, form submissions, and open orders.

Weather

Display weather information on your website.

RSS Subscribe

Display local news and news from multiple news sources. You control the feeds and the news automatically appears on your website.

Advance Admin Access Rights

Create unlimited access accounts for users to log in and update the website. Each user will have their own username and password and the website will track who last made certain edits. Each user will also have permissions set so they can only edit certain pages within the website. Our solution also provides group management.

Polls

Allow visitors to answer a question on any topic. More than one question can be entered at a time, but each question is treated individually. Add a new Item for each question in the poll.

Promotions

Display the information from one section to another. An example would be taking an events section and placing the information on the home page in the form of a calendar without having to retype any information.

Forms

Create your web forms. Along with the ability to design your forms, you can also edit the confirmation pages and emails for any form submissions. There is no limit to the number of forms you create and manage on your website.

Milestones

The Milestone type is another new data type in the CMS. Milestones were inspired by looking into examples of accordions. The imagery is designed to represent a timeline of events.

Social Media Icons

Create manageable links to your community's Facebook, Twitter, YouTube Instagram, LinkedIn, or Nextdoor accounts.

People Directory

Display the personnel in your community.

Lists

Display information on a page with index links at the top of the page. This is often used when creating a frequently asked questions section, links page, or department forms.

Website Search

Provide visitors the opportunity to locate specific information, including documents, on your site.





Web Accessibility : Why it Matters for Local Governments

Access to online government services is crucial for all citizens, including those with disabilities. However, many encounter significant barriers due to inadequate web accessibility.

To address this, the Department of Justice has updated the Americans with Disabilities Act (ADA), mandating that government websites and mobile apps be accessible to everyone.

This document explores the importance of web accessibility and the essential requirements for local governments to ensure compliance, making digital services inclusive and accessible for all.

Web accessibility ensures that individuals with disabilities can effectively use online government services.

The ADA now requires that government websites and apps be accessible, enabling tasks like ordering mail-in ballots or accessing tax information.

For example, without descriptive text for images, blind users relying on screen readers are excluded. Making digital content accessible is not just a legal requirement but a necessity for inclusive public service.

How People with Disabilities Use the Web

- **Screen Readers** - Read text aloud for people who are blind.
- **Captioning** - Provides text for audio, helping people who are deaf or hard of hearing.
- **Voice Recognition Software** - Allows people with motor disabilities to control computers using their voice.

Examples of Website Accessibility Barriers

Inaccessible websites create significant challenges for individuals with disabilities, making it difficult to access vital information and services. Here are some examples with simple solutions:

Poor Color Contrast:

- **Problem:** Hard-to-read text for visually impaired users.
- **Solution:** Ensure good contrast between text and background.

Inaccessible Forms:

- **Problem:** Unlabeled form fields confuse screen readers.
- **Solution:** Label all input fields and buttons clearly.

Missing Alt Text for Images:

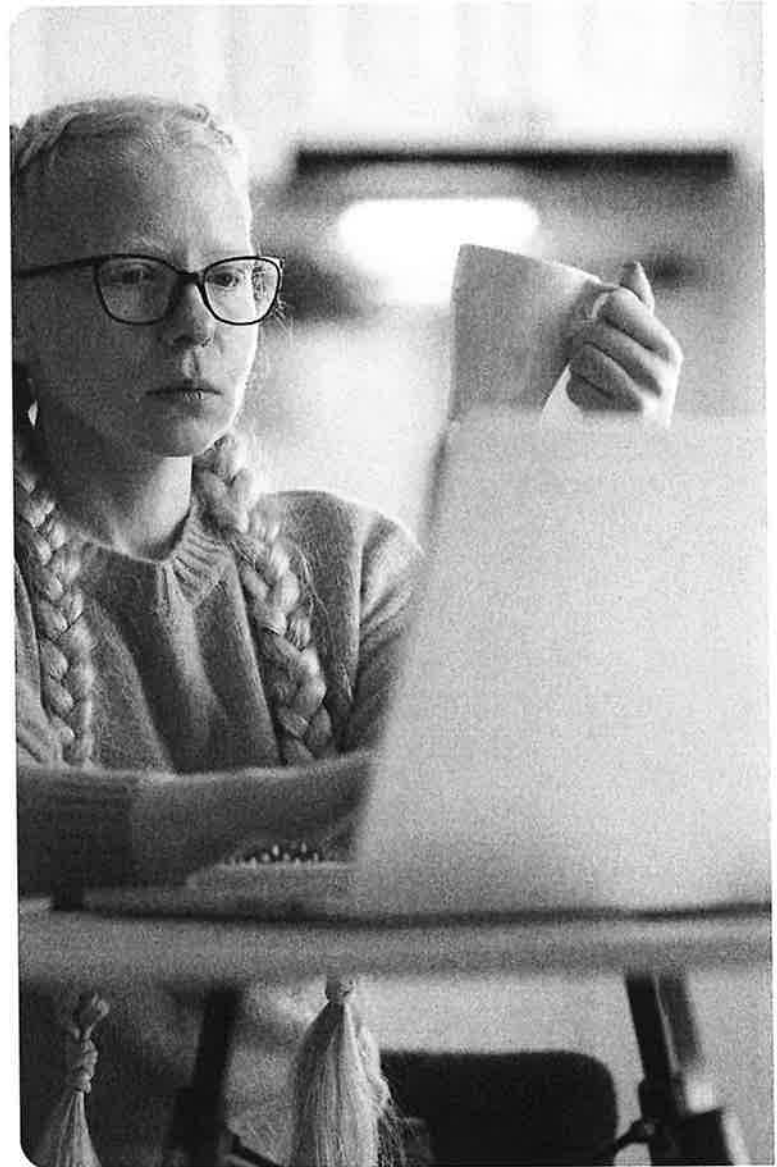
- **Problem:** Blind users can't understand images.
- **Solution:** Add descriptive alt text to images.

Incorrect HTML Structure:

- **Problem:** Misused headings confuse screen readers.
- **Solution:** Use proper headings like `<h1>` and `<h2>`.

Keyboard Navigation Issues:

- **Problem:** Users without a mouse can't navigate.
- **Solution:** Make sure everything can be used with a keyboard.



Key Requirements for Compliance

To meet the ADA's digital accessibility standards, state and local governments must adhere to the [Web Content Accessibility Guidelines \(WCAG\) Version 2.1, Level AA](#). These guidelines ensure that all users, regardless of their abilities, can access and use the content.

What is WCAG ?

The Web Content Accessibility Guidelines (WCAG) are technical standards on [web accessibility](#) developed by the [World Wide Web Consortium \(W3C\)](#).

What Needs to Be Accessible?

Web Content

- This includes text, images, sound, videos, and documents available on government websites.

Mobile Apps

- Any software applications provided by the government on mobile devices must also meet WCAG 2.1, Level AA standards.

Compliance Deadlines

Starting on April 26, 2027, small state and local governments have to make sure that their web content and mobile apps meet the requirements in the rule. After this time, you must continue to make sure your state or local government’s web content and mobile apps meet the accessibility requirements.

State & Local Government Size	Compliance Date
0 to 49,999 people	April 26, 2027
Special district governments	April 26, 2027
50,000 or more people	April 24, 2026

Exceptions to the Rule

While the ADA’s requirements are comprehensive, there are a few exceptions:



Archived Web Content:

- Content maintained solely for reference or recordkeeping.



Pre Existing Conventional Electronic Documents:

- Old documents not currently used for services or programs.



Third-Party Content:

- Content posted by third parties not under contractual obligations with the government.



Password-Protected Individualized Documents:

- Documents about specific individuals or accounts that are secured.



Preexisting Social Media Posts:

- Posts made before the compliance deadline.

Planning for Success

To ensure compliance and maintain accessibility, governments should:

Create Accessibility Policies:

- Outline actions to ensure ongoing compliance.

Establish Request Processes:

- Make it easy for the public to request accessible content or report issues.

Train Staff:

- Provide ongoing training to ensure staff can create and maintain accessible content.
-

Answering your questions ?

Q: Does Catalis have a standard ADA compliance statement?

A: We cannot provide legal advice. We cannot supply someone else's statement.

Q: Does our current website design conform to WCAG 2.1 AA standards?

A: Catalis makes our best efforts to make sure that our public websites conform to WCAG 2.1. AA Standards

Q: Does our current website design conform to WCAG 2.2 AA standards?

A: Catalis ensures that our platform continues to evolve in order to keep up with the latest WCAG recommendations.

Q: What's the difference between ADA compliance and WCAG compliance?

A:ADA (ADA is a civil rights law) compliance ensures equal access to digital content for people with disabilities under US law, while WCAG compliance provides specific guidelines for making websites accessible to those with disabilities worldwide.

Q: Can we do accessibility audits of your site?

A: We offer audits of your responsive Catalis site upon request, highlighting areas for content improvement. While you remain responsible for maintaining and updating your content in compliance with accessibility guidelines, we ensure that the platform itself adheres to these standards.

Resources

References

- <https://www.ada.gov/resources/web-guidance/>
- <https://www.ada.gov/resources/small-entity-compliance-guide/>



Victory Enterprises

5200 SW 30th Street
Davenport Iowa, 52802
800-670-5716

The City of Durant, Iowa

Website Redesign & Development

March 18, 2025

Proposal Details

Project Overview

Purpose

Victory Enterprises (VE) will work with The City of Durant, Iowa (Durant Team) to choose and implement a wordpress theme. This theme will improve site functionality and structure allowing for an appealing flow of content.

Over-all Design Scheme

The theme will be updated to match The City of Durant's brand guidelines. The site will be designed to allow easy usability on all devices with an action-oriented homepage to draw users into the different areas of the site. The design will incorporate components including alerts, events, access to online payments and more.

Components

Content Migration

Content from the current site will be migrated to the new site. The Durant Team will need to outline any changes they would like to the content prior to the migration. The Durant Team will also be able to make any changes themselves after the theme is fully integrated.

Pages within Website

The pages within the site will reflect the pages that are within the current site plus or minus up to 3. If the client would like to add any additional pages, an increase in cost and time may occur.

Pre-Built Theme

This website will be based off of a pre-built wordpress theme chosen by the Durant Team. VE will give suggestions based on, rating, structure, etc. The theme that is chosen will be customizable but does come with limitations.

Things that can be changed:

- Colors

- Images
- Content
- Order, placement or removal of content structures
- Pages
- Removal of functionality

Things that cannot be changed without additional cost and time:

- Header/footer structure, unless there are multiple options available in the demo
- Page structure, we can move around elements but we can not change the full structure of an element unless that structure is found in the theme demo
- Addition of functionality may be limited

Theme Options

Below are theme options suggested by VE. The Durant Team may search for other options if they wish and send them to VE for approval.

- <https://themestate.com/demo/citygov/oldtown/>
- <https://elementor.zoethemes.com/egovernz/home-5/>
- <https://the7.io/elementor-business/>
- <https://codex-themes.com/thegem/sites/agency-light/>
- <https://wgl-dsites.net/thegov/home-2/>
- <https://demo.ovatheme.com/egovt/>

Additional Features

The following features will be integrated into the new website via wordpress plugins:

- Events Calendar
- ADA Compliance
- Side-wide search

Estimated Cost

\$6,000

Additional Costs

Hosting and SSL

\$180/quarter

Additional Hourly Charges

\$150/hour

Estimated Timeline

50-60 business days

Terms and Conditions

Victory Enterprises agrees to fulfill the terms set forth in this proposal for the price listed above. Should the client require changes to the scope of the project either before accepting this proposal or after work has begun, Victory Enterprises reserves the right to change the billing amount for this project accordingly with prior approval from the client.

50% of the above amount will be billed up front. The other 50% will be billed upon approval/completion.

This proposal will be honored for 30 days after the date proposed.

Agreement

Position/Title	Printed Name	Signature	Date

RESOLUTION 2025-12

**A RESOLUTION AUTHORIZING A TRANSFER OF FUNDS FROM JOEY GEHRLS
FUNDING ACCOUNT TO REIMBURSE GENERAL FUND PARKS FOR THE TUCK
POINTING AT BANDSHELL**

WHEREAS, the City Council, City of Durant, Iowa, had approved the tuck pointing of the Bandshell on January 13, 2025, and;

WHEREAS, the City Council also approved utilizing the memorial funding from Joey Gehrls to pay for the tuck pointing, and;

NOW, THEREFORE, the City Council directs the City Clerk to transfer the monies in the amount of \$18,260.00 from J Gehrls (006) line account to reimburse general account for parks. (001)

PASSED, APPROVED, & ADOPTED this 24th day of March, 2025.

Scott Spengler, Mayor

ATTEST:

Deana Cavin, City Operations Officer/Clerk

RESOLUTION 225-14

**A RESOLUTION SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON
THE FISCAL YEAR 2025 BUDGET AMENDMENT (2nd AMENDMENT)**

WHEREAS, the time and place for a public hearing needs to be set for the Fiscal Year 2025 Budget Amendment, and,

WHEREAS, the date for the Public Hearing will be scheduled for April 28th 2025, at 6:00 p.m., in the council chambers of Durant City Hall in Durant, Iowa. And,

WHEREAS, a public hearing is required and interested parties or citizens having comments for or against said project may appear and be heard at the Public Hearing pertaining to the project with notice of at least ten (10), but less than twenty (20) days prior to the date set for the hearing as required under the Code of Iowa.

PASSED, APPROVED AND ADOPTED this 14th day of April 2025

ATTEST:

Scott Spengler, Mayor

Deana Cavin, City Operations Officer/Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of DURANT				
Fiscal Year July 1, 2024 - June 30, 2025				
The City of DURANT will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2025				
Meeting Date/Time: 4/28/2025 06:00 PM		Contact: Deana Cavin	Phone: (563) 785-4451	
Meeting Location: 402 6th St City Hall				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	1,531,142	19	1,531,161
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	1,531,142	19	1,531,161
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	25,126	0	25,126
Other City Taxes	6	265,691	18,000	283,691
Licenses & Permits	7	14,335	-2,000	12,335
Use of Money & Property	8	90,884	88,960	179,844
Intergovernmental	9	1,042,688	46,442	1,089,130
Charges for Service	10	1,311,284	-6,478	1,304,806
Special Assessments	11	7,000	0	7,000
Miscellaneous	12	327,246	-184,663	142,583
Other Financing Sources	13	0	68,826	68,826
Transfers In	14	833,624	25,316	858,940
Total Revenues & Other Sources	15	5,449,020	54,422	5,503,442
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	967,816	-40,320	927,496
Public Works	17	566,664	11,679	578,343
Health and Social Services	18	0	0	0
Culture and Recreation	19	611,492	104,758	716,250
Community and Economic Development	20	174,133	6,364	180,497
General Government	21	299,420	3,798	303,218
Debt Service	22	436,038	0	436,038
Capital Projects	23	41,000	-226	40,774
Total Government Activities Expenditures	24	3,096,563	86,053	3,182,616
Business Type/Enterprise	25	2,438,655	-193,822	2,244,833
Total Gov Activities & Business Expenditures	26	5,535,218	-107,769	5,427,449
Transfers Out	27	833,624	25,316	858,940
Total Expenditures/Transfers Out	28	6,368,842	-82,453	6,286,389
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-919,822	136,875	-782,947
Beginning Fund Balance July 1, 2024	30	3,444,904	0	3,444,904
Ending Fund Balance June 30, 2025	31	2,525,082	136,875	2,661,957
Explanation of Changes: Revenue reduction due to automatic traffic enforcement tools taken away by legislature so decreases revenues in general fund; therefore decreases in public safety expenses; Culture and recreation increase because project carried over to new fiscal year. Property, general liability and work comp insurance premiums increased 25 % or more in current fiscal year.				

AGREEMENT BETWEEN

CITY OF DURANT

AND

CHAUFFERS, TEAMSTERS, AND HELPERS LOCAL UNION NO. 238
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JULY 1, 2025 TO JUNE 30, 2028

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ARTICLE #1-RECOGNITION

The employer recognizes the Union as the bargaining agent for all regular full-time employees in the following described unit as certified by the Public Employment Relations Board Case No. 6683 on October 27th, 2003.

Included: All regular full-time and part-time police officers employed by the City of Durant and Public Works employees.

Excluded: All elected officials and others excluded by Iowa Code Section 20.4.

The term "regular" full-time police officer means an employee who is regularly scheduled to work at least forty (40) hours per week. The term "regular part-time police officer" means an employee who is regularly scheduled to work less than forty (40) hours per week.

There shall be no discrimination, restraint, or coercion by the employer of the Union for or against any employee because of membership or non-membership in the Union.

The use of the masculine pronoun in this agreement shall include the feminine and vice versa.

ARTICLE #2-CHECK OFF

The employee agrees to have Local Union dues deducted their personal accounts by the Local Union

ARTICLE #3-WORK STOPPAGE

Section 3.1

The Union agrees that neither it nor any of its officers, agents, or members will instigate, condone, authorize, or participate in any unlawful work stoppage, strike, slowdown, or any other action which will interrupt or interfere with the operations of the City.

The employer agrees that it will not engage in any lockout of its employees as the result of a labor dispute with the union.

Section 3.2

In the event of any proven violation or violations of any provision of the Article, by its members or representatives, or by any employee:

- A. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the City.
- B. The Union shall, upon notice from the City, immediately direct such employees to resume normal operations immediately and make every effort to end any violation(s).

ARTICLE #4-PROBATIONARY PERIOD

All employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

- A. The probationary period for employees shall be ninety (30) calendar days. On promotional appointments, the probationary period for employees shall also be thirty (30) calendar days.
- B. Probationary employees may be terminated by the City during the probationary period without appeal.
- C. A permanent employee who vacated his/her position to accept a promotional appointment to a position in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position. However, if an employee who is currently on his/her probationary period because said employee has accepted a promotional position, as mentioned above, and said employee, during such probationary period, acts in a manner which would warrant discharge had the employee been in his/her non-promotional position, said employee is not immunized from discharge proceedings based on reliance that language in this section states the said employee shall be reinstated to his/her former position. The employee shall be subject to discharge proceedings regardless of his/her promotional status.
- D. Upon completion of the probationary period, seniority shall be from the original date of hire.

ARTICLE #5-WORK WEEK-PAY DATES

Section 5.1

The work week for Public Works shall run 12:00 A.M. Monday through 11:59 P.M. the following Sunday evening. The work week for Police Department shall run 3:00 A.M. Monday through 2:59 A.M. the following Monday. Employees will generally work either a five (5) day eight (8) hour schedule or a four (4) day ten (10) hour schedule as established by the Chief of Police for the Police Department or the Public Works Director for Public Works with input and approval for the city council. The Police Department may also schedule twelve (12) hour shifts within the pay period with city council approval.

Public Works normal work week will be forty (40) hours. Police Department hours will be based on an eighty hour (80) pay period

Section 5.2

Whenever possible and except otherwise determined by the Chief of the Police Department, each employee shall receive a thirty (30) minute lunch period during their regular shift. Employees shall be available for emergency calls during their lunch period. Each employee shall also receive two (2) fifteen-minute breaks during the course of their shift but must be used at least one (1) hour prior to the end of their shift.

Section 5.3

All employees will receive overtime for all hours worked in excess of forty (40) hours. Police Department employees will receive overtime for all hours worked in excess of eighty (80) hours per pay period

Overtime will be paid at one and one-half (1 ½) times the regular rate. Overtime shall be offered based on seniority. No employee shall be paid or otherwise compensated more than once for work performed nor shall pay compensation or benefits be pyramided.

Section 5.4

When an employee is called back to work after a regular shift ends or before the next shift begins, the employee will receive, at the employee's discretion, either a minimum of one (1) hour of pay at one and one-half (1.5) hours or compensatory time. This is included to allow the employee to "flex" these hours at the employee's discretion. "Called back to work" is defined as physically going to a call or location. All overtime will be paid to employee at the rate of one and one half (1.5) times their regular hourly rate of pay or compensated as compensatory time.

Comp time will be earned at a rate of one and one-half (1.5) hours of comp time for every hour (1) worked during scheduled overtime.

Meeting, such as regular council meetings, meetings will be paid, in this comp\overtime time calculation, at a minimum of two (2) hours of comp\overtime time, excluding holidays.

Public Works employees will receive a minimum of three (3) hours of comp\overtime for each day they perform weekend chores or holiday chores. Public Works employees shall receive \$50 per weekend day and/or holiday that are on-call rotation.

Sworn Police Officers may build a comp time bank of up to a maximum of four hundred and eighty (480) hours. Public Works employees may build a comp time bank up to two hundred and forty (240) hours. Police Department employees may carry over up to eighty (80) hours of comp time each year. Public Works employees may carry over up to forty (40) hours of comp time each year. All other unused comp time will be paid out in the last payroll in June (fiscal year). An employee is free to use any banked comp time as time off based on the amount of time available and upon authorization of the department head or supervisor. An employee does not have to use comp time in the same payroll period it is earned. All banked comp time shall be paid to the employee upon termination or retirement.

ARTICLE #6-VACATION

Section 6.1

Vacation leave is provided to entitled employees for the purpose of rest and recreation from daily routine. The use of vacation is granted freely in accordance with the needs of the City of Durant. All requests for vacation must be approved by the immediate supervisor prior to the employee taking vacation leave. For vacation leave used in increments less than four (4) hours, the employee shall notify the supervisor by the end of the working day before the vacation is being taken. Vacation leave used in increments of less than four (4) hours may not be combined with any personal leave hours without the prior approval of the supervisor. For vacation leave used in increments larger than four (4) hours, the employee shall notify the supervisor in advance by at least the number of days (8 hours of vacation time) being taken times two (2). All requests for vacation leave of more than four (4) hours must be submitted a minimum of two (2) days in advance of the requested vacation. When a holiday occurs during an employee's vacation leave, the holiday will be paid and no vacation leave will be charged. An employee shall be entitled to vacation leave with pay at such employee's basic rate of compensation. An employee shall earn vacation according to the following schedule:

Years of Service	Vacation Hours
Date of hire to completion of 6 months*	40 Hours
1 year to 5 years*	80 Hours
6 years to 10 years*	120 Hours
11 years to 15 years*	160 Hours
16 years+*	200 Hours

*On your anniversary date

Said vacation shall be accrued annually and awarded on the employee's anniversary date.

Section 6.1 (a) The council, in its sole discretion, may grant additional benefits for time off to a potential employee during the hiring procedures.

Section 6.2

Employees shall have the option of being paid before vacation leave is taken if the vacation leave is taken on a payroll day. Accrued vacation leave shall be paid to the employee upon termination of employment or retirement.

Section 6.3

Employees may carry over fifty (50) percent of unused vacation according to 6.1 to the next year. Employees may bank any unused vacation.

Total vacation time will be earned on the employees' anniversary date according to the schedule in Article 6.1

Section 6.4

So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the employer, provided that the final right to allot vacation periods is reserved to the employer. A department may establish a seniority system to give senior employees preference in the selecting of vacation. No more than one employee, including the Chief, may take vacation at any one time without the consent of the supervisor, or Mayor, if the supervisor position is vacant.

ARTICLE #7-HOLIDAYS

Section 7.1

Full-time employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day	Thanksgiving Day
President's Day	Floating Holiday*	Friday after Thanksgiving Day
Memorial Day	Columbus Day	Christmas Eve Day
Independence Day	Veteran's Day	Christmas Day

*Floating holiday will be used during the calendar year. If not used at the end of the calendar year, it will be lost.

Section 7.2

In order to be eligible for receiving holiday pay, an employee must have been in the employ of the employer for not less than the duration of the employee's probationary period and unless excused, must report to work on the last scheduled work day before the holiday and on the first scheduled work day after the holiday. An employee who is on lay-off or who is discharged, or who is under suspension is not eligible for holiday pay.

Section 7.3

If a Public Works or Police Department employee, either full time or part time, is required to work on an observed holiday, that employee shall be compensated at one and one-half (1 1/2) times regular rate of pay, or comp time, in addition to holiday pay if applicable.

Holiday pay will be paid for any work performed on any part of the holiday being defined as 12:00 A.M. to 11:59 P.M. on the designated holiday.

Employees will work when needed on a holiday on a rotational basis by seniority. When the senior employee works a holiday, he will not work again until his turn comes up or if an employee wants to skip his turn, it will be filled with the next senior employee. If no employee

takes the unwanted holiday, then that employee who would be scheduled to work the holiday will be forced to work it.

Section 7.4

Police Department employees who are normally scheduled to work eight (8), ten (10), or twelve (12) hour shifts respectively, shall receive (8), ten (10) or (12) hour holiday pay for mandated time off per Police or designee.

DRAFT

ARTICLE #8-SALARIES & WAGES

Section 8.1

The following is the salary schedule for all city employees covered by this agreement:

Police Officers top pay 90% of Chief's Salary		POLICE	07/01/2025	07/01/2026	07/01/2027
		Current	7.00%	5.00%	5.00%
Chief of Police		\$36.48	\$39.03	\$40.99	\$43.03
Sergeant - appt by Council	95%	\$34.66	\$37.09	\$38.94	\$40.89
Employee 8 years	90%	\$32.84	\$35.14	\$36.90	\$38.74
Employee 7 years	88%	\$32.11	\$34.36	\$36.08	\$37.88
Employee 6 years	86%	\$31.38	\$33.58	\$35.26	\$37.02
Employee 5 years	84%	\$30.65	\$32.80	\$34.44	\$36.16
Employee 4 years	82%	\$29.92	\$32.01	\$33.62	\$35.30
Employee 3 years	80%	\$29.19	\$31.23	\$32.79	\$34.43
Employee 2 years	78%	\$28.46	\$30.45	\$31.97	\$33.57
Employee 1 years	76%	\$27.73	\$29.67	\$31.15	\$32.71
Part Time		\$31.38	\$33.58	\$35.26	\$37.02
Full Time Non-Certified		\$25.54	\$27.33	\$28.69	\$30.13
		Public Works			
			2025	2026	2027
		Current	7.00%	5.00%	5.00%
Public Works Director		\$33.31	\$35.64	\$37.42	\$39.29
WA2 & SW3 & WD2	98%	\$32.64	\$34.92	\$36.67	\$38.50
WA2 & SW2 & WD2	95%	\$31.64	\$33.85	\$35.55	\$37.32
WA2 OR SW2 & WD2	94%	\$31.31	\$33.50	\$35.18	\$36.94
WA2 OR SW2 & WD1	93%	\$30.98	\$33.15	\$34.81	\$36.55
WA1 & SW1 & WD1	92%	\$30.64	\$32.78	\$34.42	\$36.15
WA1 OR SW1 & WD1	91%	\$30.31	\$32.43	\$34.05	\$35.76
WA1 & SW1	90%	\$29.98	\$32.08	\$33.68	\$35.37
WA1 OR SW1	85%	\$28.31	\$30.29	\$31.81	\$33.40
No Certifications Full Time	70%	\$23.31	\$24.94	\$26.19	\$27.50
Part Time		\$15.88	\$16.99	\$17.84	\$18.73
Part Time Seasonal		\$14.36	\$15.37	\$16.13	\$16.94

All raises effective July 1 of Fiscal Year

Certifications will be paid as earned and verified by DNR

**ALL WAGE INCREASES MUST BE PASSED BY RESOLUTION BEFORE CITY COUNCIL BEFORE
RAISES WILL TAKE EFFECT ON PAYROLL.**

Section 8.1a

The Council may, in its sole discretion, grant bonus pay to the Employee if it so chooses, based on its evaluation of the Employee and/or based on additional responsibilities and/or change in job duties.

Section 8.2 Longevity

In addition to the compensation paid all employees, each employee shall receive in a lump sum to be paid in the month of December of each year longevity pay. The amount of longevity pay shall equal \$0.02 for each hour worked during the first 24 payroll periods in the calendar year times a factor of 1.0833 (to estimate hours worked in the calendar year based on the first 48 weeks), times the number of full years worked. Any amounts less than \$20.00 shall not be paid but deemed unearned and waived by the employee.

ARTICLE #9-HEALTH & WELFARE

Section 9.1

A. Hospital and Medical Insurance

The employer shall maintain for each employee a hospital and medical insurance policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the employer and shall not be grievable. It is agreed that in no event will the officers' insurance coverage be different from the coverage offered to all other city employees.

Section 9.2

- a. The employer will provide at no cost to the employee a single Health and Accident policy. If the employee elects to take dependent coverage policy, they will pay a percentage of weekly rates.
- b. The employer shall pay ninety-five percent (95%) of the insurance premiums, and full-time employees that participate in the insurance are covered by this contract, shall pay five percent (5%) of the premiums, and the employer paying ninety-five percent (95%) of the premium through bi-weekly payroll deduction.
- c. In the event the health insurance provider is Central States Health & Welfare Fund and no single health insurance policy is provided as part of the plan, each employee will pay 5% of the premium cost. The employee shall pay any deductible cost or coinsurance cost as set out in the Central States Policy. In the event the Central States Policy is discontinued or if a single premium is offered through Central States, the employee will pay 10% of the dependent premium as set forth in Section 9.2(A) above.

****CENTRAL STATES PARTICIPATION AGREEMENT ATTACHED TO THIS AGREEMENT SHALL BE CONSIDERED AS PART OF THIS AGREEMENT BY UNION AND CITY****

Section 9.3

Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

B. Life Insurance

Section 1

The Employer shall maintain a group term life insurance policy for each employee in the face amount of forty thousand dollars (\$40,000) at no cost to the employee.

Section 2

Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

ARTICLE #10-SENIORITY

Section 10.1

Seniority shall be defined as continuous length of full-time service to the City of Durant.

Section 10.2

An employee shall forfeit his/her seniority rights when he/she resigns, is terminated and is not reinstated, or retires.

Section 10.3

In the event it becomes necessary to reduce the number of employees, employees with the least seniority shall be laid off first if the remaining employees are qualified to do the work. When recalling, they shall be recalled according to seniority if they are qualified for the positions to be filled. If any job under this agreement is eliminated, employees who are qualified will be permitted to use, their seniority to bump into other jobs covered by this agreement. An employee shall not accrue additional seniority, vacation leave, personal or disability leave during the periods in which the officer is laid off. In computing seniority, periods of an employee's suspension, and leave without pay (except for work related injury or illness) shall be deducted from the employee's time of seniority. Seniority shall resume at the point at which the employee is reinstated, and the anniversary date shall be recomputed.

- A. In the event of a recall, an employee laid off shall be given ten (10) working days' notice of recall by certified letter, mailed to his/her last known address. The employee must respond to such notice within three (3) working days after receipt thereof and actually report to work within seven (7) working days after receipt of notice unless otherwise mutually agreed to. The employee's response to a recall notice must be in writing and delivered by certified mail to the person providing recall notice. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.
- B. All employees on lay-off status shall retain their seniority.
- C. The definition of "working day" shall be Monday-Friday during regular business hours excluding holidays.

ARTICLE #11-PAID LEAVES OF ABSENCE

Personal Leave-Personal Leave is provided to all entitled employees. Personal leave shall be accrued based on the following schedule:

First day after probation to first anniversary.....56 hours personal leave
First business day after anniversary.....56 hours personal leave

Fifty percent (50%) of personal leave may be carried over to the next year. Any leave unused at the end of each year may be banked. Unused personal leave benefits shall be paid to the employee upon termination of employment or retirement.

The City of Durant supports employees who also volunteer in the community. The Public Works Department and City Police Department shall make departmental duties a priority when the safety, health and welfare of the community are in jeopardy or their absence from the departmental duties could be detrimental to the community. Therefore, Volunteer Fireman who work in the public works department or police department will be paid for all time worked during their scheduled working hours when called out on a call. Volunteer Fireman who work in the Police Department who respond to a call while on duty as a police officer, shall make law enforcement and protection of the City, priority. In the event a Fire Department Officer commands the police officer to operate fire equipment, as long as said police officer is a certified/trained firefighter, said officer shall do so until relieved by Fire Officer. Police Department officer's first and foremost priority shall be duty as police officer for the City of Durant.

Disability Leave- All eligible employees shall be eligible to receive disability leave benefits commencing on the eighth (8) day following total disability at the rate of 75% of the employees base wage at the time of disability. Total disability shall be defined as the physical inability to perform ordinary functions of the employee's job. The City of Durant in its sole discretion and expense may require the employee to see a physician of the City's choice to verify and determine the extent of the disability. If the employee refuses to see said physician, the City may discontinue disability leave until such an examination is made. In the event of a continuing illness or injury resulting in the recurrence of total disability, the employee shall not be required to wait seven (7) days after the disability to receive disability leave. All entitled employees shall accrue disability leave as follows:

Date of hire to 1st anniversary.....no disability leave

First business day after 1st anniversary to 2nd anniversary.....80 hours

Each year after the second anniversary the employee shall be entitled to an additional forty (40) hours of disability leave. This disability leave shall be credited to the employee on the first business day after the employee's anniversary date. Unused disability leave shall be forfeited upon termination of employment or retirement. The employee shall have no claim for payment of disability leave in any manner.

Military Leave- Any employee enlisting or called to active duty in any branch of the Uniformed Services of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, shall be granted all rights and privileges provided by the Act.

Bereavement Leave- Bereavement Leave- A leave of absence of up to a maximum of three (3) days will be granted (if employee is scheduled to work on said days) to grieve the loss of a

member of the immediate family. Immediate family shall include the following relatives: spouse, son, daughter, sister, brother, father, mother, step-parents, step-children, parents-in-law, brother or sister-in-law, grandparents, grandchildren, and uncles/aunts. Additional non-paid days of leave may be granted at the discretion of the employer.

ARTICLE #12-COURT LEAVE/JURY DUTY

Section 12.1

A. Court Leave

Employees will be called upon to be available for depositions, pretrial conference or a court appearance in connection with criminal matter where they may be involved as an arresting officer or material witness of information deemed in proximate connection with the employee's employment for the City. No additional pay will be paid if such time occurs during the normal working hours of the employee.

Section 12.2

The employee, including a probationary employee, required to appear for court during off duty hours must be in uniform or suitable attire and shall be paid a minimum of two (2) hours pay at the employee's straight time regular rate of pay. If an employee appears for court and is off duty, and the court has been cancelled, the City will pay the above two (2) hours rate of pay. But if the employee has been properly notified of the court cancellation, the City will not be obligated to pay the employee. The officer will call the court the day before the trial to determine if the trial is still scheduled to proceed.

Section 12.3

If an employee is subpoenaed in a job-related civil case, he or she shall not lose any pay as a result thereof but shall be compensated as stated in this section if the employee is off duty. If the employee is required to conduct a phone hearing at the police station, the employees shall receive a minimum of two (2) hours of straight pay.

B. Jury Duty

Section 12.4

Any full-time employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. The employee shall receive the regular straight time pay and shall turn over to the employer the pay earned from such jury service. However, the employee shall be allowed to keep any allowance for mileage.

Section 12.5

An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift, shall return to work immediately.

Section 12.6 An employee who is called for jury duty shall promptly notify the employer.

ARTICLE #13-GRIEVANCE PROCEDURE

Section 13.1

Definition: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

Section 13.2

Purpose & Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problem which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by written mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or their representative shall be conducted so as to result in no interference with or interruption of work. The City shall determine whether interference has occurred under this paragraph. Unless agreed to by the employer, all grievances shall be processed outside the employee's work day.
- d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any employee files any claim or complaint in any form other than the grievance form set forth in this agreement, then the City shall not be required to process the same claim or set of facts through the grievance procedure unless resolved.
- f. All meetings, investigations and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party interest and their designated union representative heretofore to this article.
- g. At all steps of a grievance the employer and Union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every employee covered by the agreement shall have the right to present grievances in accordance with these procedures.

Section 13.3

Section A

- a. An employee or the Union who claims a grievance shall present such grievance orally, to the employee's immediate supervisor within five (5) working days after knowledge of the event giving rise to the grievance. The supervisor shall give an oral answer to the grievance within (5) working days after the supervisor receives the oral grievance.
- b. If the grievance is not settled in Step 1, it may be appealed by the employee or the Union within five (5) working days after the answer of the immediate supervisor is due. The grievance shall be reduced to writing, signed by the aggrieved employee and the representative of the Union, and shall specifically state the facts and the section of this agreement which is in dispute. The written grievance shall be presented to the supervisor, if the supervisor is the immediate supervisor, who shall investigate the grievance and issue a written decision thereon within five (5) working days after receiving the grievance. If the supervisor is not the immediate supervisor, the written grievance shall be presented to the City Administrator; or if there is no City Administrator position, or the position is vacant; to the Mayor, or Mayor's designee, who shall investigate the grievance and issue a written decision thereon within five (5) working days after receiving the grievance.
- c. If the immediate supervisor is not the supervisor, and the grievance is not settled in Step 2, the written grievance shall be presented to the City Administrator or if there is no City Administrator position, or the position is vacant; to the Mayor, or Mayor's designee, who shall investigate the grievance and issue a written decision thereon within five (5) working days after receiving the grievance.
- d. If the grievance is not settled in Step 3, it may be appealed by the Union by giving written notice of a request for arbitration to the City Administrator; or if there is no City Administrator position, or the position is vacant; to the Mayor or the Mayor's designee, who shall investigate the grievance and issue a written decision thereon within five (5) working days after the answer required in Step 2 is due. The written notice shall be signed by a representative of the Union and shall specifically state the facts and the section of the agreement which is in dispute.

Section B

The failure by an employee, the Union, or its representative to process a grievance within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and such grievance shall be considered as settled. The failure by the employer, or the employer's representative, to answer the grievance within the applicable time specified above shall be deemed sustained.

Section C

When a timely request has been made for arbitration, a representative of the employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5) working days of the employer's receipt of the arbitration notice, the Union shall request the

Public Employment Relations Board to submit a panel of five (5) arbitrators. When such panel is received, the employer and the Union shall alternately strike a name from the list, the party making the initial strike to be determined by the flip of a coin, and the person finally remaining shall act as arbitrator.

Section D

The arbitrator shall convene a hearing for the purpose of receiving evidence pursuant to such rules and procedures as the arbitrator may adopt. The arbitrator shall neither add to nor detract from nor modify the language of this agreement in arriving at a determination of any issue that is presented and that is proper for arbitration within limitations expressed herein. The arbitrator shall have no authority to change wage rates or salaries. The arbitrator shall be expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted, or to submit observations or declarations of opinion, which are not directly essential in reaching the determination of the issues submitted for the arbitrator's decision. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the employer in any matter reserved to the employer by law or by the terms of this agreement.

Section E

The arbitrator shall issue a decision in writing within fifteen (15) days after the conclusion of the hearing and a decision of the arbitrator, within the scope of the arbitrator's authority shall be final and binding upon the employer, the employee and union. Where a dispute relates to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than twenty-four (24) days beyond the date on which the dispute was first presented as a grievance in writing. The arbitrator may not hear more than one (1) grievance unless the presentation of more than one (1) grievance is mutually agreed to by the employer and the employee or the Union.

Section F

No issue whatsoever shall be subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this agreement, and the arbitration decision shall not grant any right or relief for any period of time whatsoever prior to the execution date of this agreement or following the termination of this agreement.

Section G

The employer and the Union will share equally any joint costs of the arbitration procedure, including fees and expenses of the arbitrator, the costs of the court reported, if one is desired by the arbitrator, and the costs of a hearing room and transcript. Any other expense shall be paid by the party incurring the expense.

Section H

Any resolution of a grievance without Union representation shall not be in conflict with this agreement unless approved by the Union in writing. A copy of any grievance resolution shall be provided to the Union.

Section 13.7

Any grievance action, resulting from the same set of facts that has led to appeal under provisions of the code, constitution or through an outside agency, shall become null and void upon initial filing of the intent to proceed under the code, constitution, or through an outside agency.

ARTICLE #14-TRAINING

The employer shall provide and pay for all expenses incurred for the attendance in training or educational programs required by the City. This shall include but not be limited to meals, lodging and mileage. No employee shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such training. All new officers employed by the City shall be enrolled after their probationary period and provided necessary schooling at the appropriate law enforcement academy to ensure that they are certified Iowa Peace Officers. The employer will pay for employees in public works to take their grade promotion tests. If the employee does not pass the test, the employee will be required to pay for all further testing to pass the grade. The employer will, however, pay for travel and wages for all further testing. The employer will provide time to study for the first exam during work hours only. The supervisor is responsible for allowing such activity at his discretion. The employer will provide study materials for the grade being tested.

ARTICLE #15-FALSE ARREST LAWSUITS

The City shall defend, save harmless and indemnify the police officers against any tort claim or demand to the extent required by Chapter 670 of the Code of Iowa. Notwithstanding the previous sentence, the City agrees not to reduce the amount of insurance coverage for the officers from the amount maintained in its Law Enforcement Personal Injury Liability Policy covering the effective dates of this contract.

ARTICLE #16-UNIFORM AND EQUIPMENT MAINTENANCE

Section 16.1

The City will provide to full-time only the necessary equipment (including bulletproof vests) and costs to perform the essential functions of the job and all equipment will be maintained in a safe and operable condition by the City.

Section 16.2

All uniforms as reasonably required for all members of the Durant Police Department shall be provided by the City at its sole cost and expense.

Each full-time Public Works employee will receive an annual uniform gross allowance of \$500. Employee can bank up to \$800.00 in their clothing allowance fund. Any balance over \$800.00 will be forfeited and returned back to the City of Durant. Upon termination, any balance in the employee uniform account will not be paid out. This money will be managed by the City of Durant via a spreadsheet which the employee shall have access to any time. When an employee makes a uniform purchase, the receipt will be turned into the City of Durant and employee will be reimbursed the full amount including tax. This amount will be deducted from the employee's balance, and the total will be reflected in the spreadsheet. Approved purchases are hats, safety glasses, pants, shirts, footwear, socks, warm/cold weather clothing, and noise canceling head phones.

Section 16.3

In the event an employee's wristwatch, prescription eyeglasses, cell phone or other personal items are destroyed as the result of a physical altercation or specified event incurred in the actual performance of an employee's duty for the City, the employee will cooperate with the City in submitting information to the City's insurance carrier or workers compensation carrier for replacement of the above items. In the event insurance coverage is not available, the City will reimburse the employee for such personal items up to a maximum of \$1,000.00 per event.

ARTICLE #17-GENERAL CONDITIONS

Section 17.1

This agreement shall be construed under the laws of the State of Iowa. Whenever, the context of the agreement permits, the masculine gender includes feminine, the singular number includes the plural, and the reference to any party includes its agents, officials, and employees.

Section 17.2

In the event any provision of this agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this agreement.

Section 17.3

This agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each had the right opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this agreement. Therefore, the employer and the Union, for the life of this agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE # 18-EFFECTIVE DATE AND TERM

Section 18.1

This agreement shall be effective July 1, 2022 and shall continue through June 30, 2025. However, if health insurance premiums increase by 10% or more during the term of this Agreement, the parties agree to reopen negotiations exclusively on Health Insurance (Article 9) to address the impact of such increases. The parties shall commence negotiations within 30 days of the premium increase notification and make good faith efforts to reach a mutually acceptable resolution

Section 18.2

A party seeking a continuance of the contract shall cause a written notice to be served on the other party by September 15th of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 2028 notice must be given prior to September 15, 2027, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this agreement, to be executed by their duly authorized representative this _____ day of _____, 2025.

CHAUFFERS, TEAMSTERS &
HELPERS LOCAL UNION NO. 238

CITY OF DURANT, IOWA

_____, Mayor

_____, Clerk

RESOLUTION 2025-15

**A RESOLUTION APPROVING THE WATER AND SEWER RATE CHANGES AS SPECIFIED
IN THE DURANT CITY CODE OF ORDINANCES FOR JULY 1, 2025**

WHEREAS, THE City of Durant, Iowa, City Council has followed the recommendations of their financial advisor with Northland Securities by including annual rate increases over the next five years in the City Code; and

WHEREAS, the City of Durant City Council, has the authority to amend the current ordinance if they so choose; and

WHEREAS, the following rates shall change as follows effective July 1, 2025 by as per Chapter 92 Water Rates and Chapter 99 Sewer Rates:

WATER

Gallons Used Per Month Household or Business	7/1/2024	7/1/2025
0 to 1,000 Minimum Bill, plus tax	From \$20.48	To \$20.89
All over 1,000 per gallon	From \$0.00351	To \$0.00358

SEWER

Gallons Used Per Month Household or Business	7/1/2024	7/1/2025
0 to 1,000 Minimum Bill, plus tax	From \$49.79	From \$50.79
All over 1,000 per gallon	From \$0.009147	From \$0.009329

NOW THEREFORE, the Durant City Council approves the rate increases as set in the ordinances.

Passed this 14th day of April, 2025.

Scott Spengler, Mayor

ATTEST:

Deana Cavin, City Operations Officer/Clerk

BUILDING & IMPROVEMENT PERMITS

MONTH: MARCH 2025

DATE	PERMIT #	NAME & ADDRESS	BUILDING DETAILS	FEE	RECEIPT
3-5-25	3232	Ben & Kristina Gast Tri County Builders 208 Lake Dr	14' x 28' garage addition	778.00	62651
3-13-25	3233	CCE Services LLC Russ Young 1203 7 th Street	200 amp service change	50.00	62671
3-27-25	3234	Scott Spengler Tri Co Builders 1107 6 th Street	Pour concrete slab on west side of home	50.00	CH-62949
TOTALS	3			878.00	

APRIL 2025 COMMUNITY CENTER RESERVATIONS AND PAYMENTS

Date	Name/Organization	Rental Fee	Misc pymts & comments	Payment Date	Remaining balance	Receipt #
4-2-25	Durant Wrestling Assoc	125.00		4-2-25	0.00	CC-21932
4-4-25	Joshua Devilbliss	100.00		2-8-25	0.00	CC-credit card pymt CH-62065
4-5-25	Joshua Devilbliss	750.00	Pd. deposit 9-21-24 Pd. 1075.00 for rent, night before, soda, & bartender	9-21-24 dep 2-8-25	0.00	CC-credit card pymt dep CC-credit card pymt CH-62065 & 62066
4-6-25	Cedar Co Central Committee	200.00	Ballroom rental	04-06-2025	0.00	CC-21934 CH 63100
4-12-25	DCSD Prom	150.00			150.00	
4-15-25	Tri Co Comm Club	50.00			50.00	
4-23-25	Blood Bank	75.00		1-24-25	0.00	CH-23963
4-25-25	PTO Jr High Dance	150.00	Pd. rent \$150, bartender \$75, soda \$150	11-21-24	0.00	CH-60671 & 60672
4-28-25	Feldhahn Housing Authority	25.00			25.00	
	TOTALS	1625.00		1200.00	425.00	

MARCH 2025 COMMUNITY CENTER RESERVATIONS AND PAYMENTS

Date	Name/Organization	Rental Fee	Misc pymts & comments	Payment Date	Remaining balance	Receipt #
3-1-25	Star Birthday Party	100.00	East side	3-1-25	0.00	CH-62476
3-5-25	Durant Future Growth & Prosperity Meeting	No charge		-----	-----	-----
3-11-25	ACT Testing	100.00	Non-profit	2-20-25	0.00	CH-62292
3-13-25	Kent Ruppert	50.00		3-13-25	0.00	CC-21928
3-18-25	Tri Co Community Club	50.00		3-18-25	0.00	CC-21930
	TOTALS	300.00			0.00	