



## CITY COUNCIL MEETING AGENDA

**PLACE:** City Hall, 120 Short Street, Panorama Park, Iowa

**DATE:** November 13, 2025

**TIME:** 7:00 p.m.

### WELCOME

Call To Order

Pledge Of Allegiance

Roll Call

**Agenda Approval** - Discussion and approval (including additions and deletions) of the Council Meeting Agenda for Thursday, November 13, 2025.

### CONSENT AGENDA

Approval of October 9, 2025 Council Meeting Minutes

Approval of October, 2025 Financial Statements

Payment authorization for October, 2025 Employee Payroll

Payment authorization of October, 2025 Claims

**PUBLIC COMMENTS TO THE COUNCIL** *Individual comments are limited to 3 minutes and group comments are limited to 6 minutes. Please sign in if you wish to speak.*

### COMMITTEE REPORTS

**RESOLUTION** appointing the City Attorney

**RESOLUTION** approving a Professional Services Agreement with Jenny L. Juehring for City Attorney services

**RESOLUTION** approving the Annual Financial Report

**RESOLUTION** approving the City Street Finance Report

**DISCUSSION** regarding compliance of the livestock ordinance

### ADJOURNMENT



## CITY COUNCIL MEETING MINUTES

**PLACE:** City Hall, 120 Short Street, Panorama Park, Iowa

**DATE:** October 9, 2025

**TIME:** 7:00 p.m.

### WELCOME

**Call To Order** - Mayor Rice called the meeting to order at 7:10 p.m.

**Pledge Of Allegiance**

**Roll Call** - Present: S. Perry, S. Rice, D. Smith Absent: I. Foltz, J. Krause

**Agenda Approval** - Mayor Rice called for a motion to approve the agenda. Motion by D. Smith and second by S. Rice. Mayor Rice called for a vote. All ayes, the motion was approved.

### CONSENT AGENDA

**Approval of September 11, 2025 Council Meeting Minutes**

**Approval of September, 2025 Financial Statements**

**Payment authorization for September, 2025 Employee Payroll**

**Payment authorization of September, 2025 Claims**

A motion was made by S. Rice and second by S. Perry. Mayor Rice called for a vote. All ayes, the motion was approved.

### MAYOR'S REPORT

Discussion of the Annual Library report published by Scott County. Further discussion concerning the requirement of city council members to attend formal city council member training held by the county.

**COMMITTEE REPORTS** - discussion of Chili Cook-Off held on October 10, 2025.

**RESOLUTION** accepting and approving a new 3-year agreement with the City of Bettendorf for snow removal. Mayor Rice presented the resolution and called for a vote.

I. Foltz - Absent      J. Krause - Absent      S. Perry - Aye      S. Rice - Aye      D. Smith - Aye

**DISCUSSION** regarding the search for a new City Attorney. S. Rice presented the Council with further updates on the search for a new City Attorney.

**DISCUSSION** of Code of Ordinances update. S. Rice presented the Council with an update on her progress, followed by a discussion of potential code changes.

**ADJOURNMENT** - Mayor Rice called for adjournment. A motion was made by S. Perry and seconded by D. Smith. Mayor Rice called for a vote. All ayes, the motion was approved and the meeting was adjourned at 8:05 p.m.

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

# City of Panorama Park

## Balance Sheet

As of October 31, 2025

|                                   | TOTAL               |
|-----------------------------------|---------------------|
| <b>ASSETS</b>                     |                     |
| Current Assets                    |                     |
| Bank Accounts                     |                     |
| 1. Checking GSB                   |                     |
| 001-000-1110 General              | 28,599.45           |
| 110-000-1110 Road                 | 4,440.16            |
| 610-000-1110 Sewer                | 8,401.60            |
| <b>Total 1. Checking GSB</b>      | <b>41,441.21</b>    |
| 2. Savings IPAIT                  |                     |
| 001-000-1162 General              | 50,411.24           |
| 110-000-1162 Road                 | 112,958.13          |
| 610-000-1162 Sewer                | 254,052.05          |
| <b>Total 2. Savings IPAIT</b>     | <b>417,421.42</b>   |
| <b>Total Bank Accounts</b>        | <b>\$458,862.63</b> |
| Other Current Assets              |                     |
| QuickBooks Tax Holding Account    | 13.00               |
| <b>Total Other Current Assets</b> | <b>\$13.00</b>      |
| <b>Total Current Assets</b>       | <b>\$458,875.63</b> |
| <b>TOTAL ASSETS</b>               | <b>\$458,875.63</b> |
| <b>LIABILITIES AND EQUITY</b>     | <b>\$458,875.63</b> |

# City of Panorama Park

## Treasurer's Report

As of October 31, 2025

### Current Assets

|                           | Beginning Cash |                   | Change +/- |                  | Ending Cash          |
|---------------------------|----------------|-------------------|------------|------------------|----------------------|
| <b>001 General Fund</b>   |                |                   |            |                  |                      |
| Certificates              | \$             | -                 | \$         | -                | \$ -                 |
| Checking                  | \$             | 16,018.58         | \$         | 12,580.87        | \$ 28,599.45         |
| Savings                   | \$             | 50,245.04         | \$         | 166.20           | \$ 50,411.24         |
| <b>Total General Fund</b> | \$             | 66,263.62         | \$         | 12,747.07        | \$ 79,010.69         |
| <b>110 Road Fund</b>      |                |                   |            |                  |                      |
| Certificates              | \$             | -                 | \$         | -                | \$ -                 |
| Checking                  | \$             | 4,189.37          | \$         | 250.79           | \$ 4,440.16          |
| Savings                   | \$             | 112,585.67        | \$         | 372.46           | \$ 112,958.13        |
| <b>Total Road Fund</b>    | \$             | 116,775.04        | \$         | 623.25           | \$ 117,398.29        |
| <b>610 Sewer Fund</b>     |                |                   |            |                  |                      |
| Certificates              | \$             | -                 | \$         | -                | \$ -                 |
| Checking                  | \$             | 9,305.08          | \$         | (903.48)         | \$ 8,401.60          |
| Savings                   | \$             | 253,214.35        | \$         | 837.70           | \$ 254,052.05        |
| <b>Total Sewer Fund</b>   | \$             | 262,519.43        | \$         | (65.78)          | \$ 262,453.65        |
| <b>Report Total</b>       | \$             | <b>445,558.09</b> | \$         | <b>13,304.54</b> | \$ <b>458,862.63</b> |

# City of Panorama Park

## Revenue & Expenses

October 2025

|   | TOTAL              |                       |
|---|--------------------|-----------------------|
|   | OCT 2025           | JUL - OCT, 2025 (YTD) |
| Revenue                                     |                    |                       |
| A. TAXES                                    |                    |                       |
| 4000 Property Taxes                         | 9,889.31           | 13,676.35             |
| 4060 Utility Excise Tax                     | 307.76             | 307.76                |
| 4065 Utility Franchise Tax                  | 60.08              | 122.22                |
| 4090 LOST                                   | 2,520.72           | 9,825.24              |
| <b>Total A. TAXES</b>                       | <b>12,777.87</b>   | <b>23,931.57</b>      |
| C. USE OF MONEY & PROPERTY                  |                    |                       |
| 4300 Interest                               |                    |                       |
| 001-000-4300 General Fund Interest          | 166.20             | 425.71                |
| 110-000-4300 Road Fund Interest             | 372.46             | 958.13                |
| 610-000-4300 Sewer Fund Interest            | 837.70             | 3,732.83              |
| <b>Total 4300 Interest</b>                  | <b>1,376.36</b>    | <b>5,116.67</b>       |
| <b>Total C. USE OF MONEY &amp; PROPERTY</b> | <b>1,376.36</b>    | <b>5,116.67</b>       |
| D. INTERGOVERNMENTAL                        |                    |                       |
| State Shared Revenue                        |                    |                       |
| 4430 Road Use Taxes                         | 1,552.80           | 6,799.86              |
| <b>Total State Shared Revenue</b>           | <b>1,552.80</b>    | <b>6,799.86</b>       |
| <b>Total D. INTERGOVERNMENTAL</b>           | <b>1,552.80</b>    | <b>6,799.86</b>       |
| <b>Total Revenue</b>                        | <b>\$15,707.03</b> | <b>\$35,848.10</b>    |
| Expenses                                    |                    |                       |
| 1 GOVERNMENTAL ACTIVITIES                   |                    |                       |
| B. Public Works                             |                    |                       |
| 210 Roads, Bridges, Sidewalks               |                    | 32.45                 |
| 230 Street Lighting                         | 62.26              | 248.54                |
| 290 Garbage                                 | 1,148.00           | 4,592.00              |
| 299 Other Public Works                      |                    | 18.00                 |
| <b>Total B. Public Works</b>                | <b>1,210.26</b>    | <b>4,890.99</b>       |
| D. Culture and Recreation                   |                    |                       |
| 499 Other Culture & Recreation              |                    | 45.72                 |
| <b>Total D. Culture and Recreation</b>      |                    | <b>45.72</b>          |
| F. General Government                       |                    |                       |
| 620 Clerk, Treasurer & Finance              | 116.52             | 331.64                |
| 650 City Hall/General Buildings             | 91.75              | 433.31                |
| 660 Tort Liability                          |                    | 3,488.00              |
| 699 Other General Government                | 67.48              | 79.95                 |
| <b>Total F. General Government</b>          | <b>275.75</b>      | <b>4,332.90</b>       |
| <b>Total 1 GOVERNMENTAL ACTIVITIES</b>      | <b>1,486.01</b>    | <b>9,269.61</b>       |
| 2. BUSINESS TYPE ACTIVITIES                 |                    |                       |
| Sewer Utility                               |                    |                       |
| 815 Sewer/Sewage Disposal                   | 903.48             | 1,532.13              |

# City of Panorama Park

## Revenue & Expenses

October 2025

|  | TOTAL              |                       |
|--|--------------------|-----------------------|
|  | OCT 2025           | JUL - OCT, 2025 (YTD) |
| <b>Total Sewer Utility</b>               | <b>903.48</b>      | <b>1,532.13</b>       |
| <b>Total 2. BUSINESS TYPE ACTIVITIES</b> | <b>903.48</b>      | <b>1,532.13</b>       |
| <b>Total Expenses</b>                    | <b>\$2,389.49</b>  | <b>\$10,801.74</b>    |
| <b>NET OPERATING REVENUE</b>             | <b>\$13,317.54</b> | <b>\$25,046.36</b>    |
| <b>NET REVENUE</b>                       | <b>\$13,317.54</b> | <b>\$25,046.36</b>    |

# City of Panorama Park

## Budget Report

### October 2025

|   | Budget              | MTD Balance         | FYTD                | % Expended     |
|---|---------------------|---------------------|---------------------|----------------|
| <b>Income</b>                               |                     |                     |                     |                |
| <b>A. TAXES</b>                             |                     |                     |                     |                |
| 4000 Property Taxes                         | \$ 27,000.00        | \$ 9,889.31         | \$ 13,676.35        | 50.65%         |
| 4060 Utility Excise Tax                     | \$ 674.00           | \$ 307.76           | \$ 307.76           | 45.66%         |
| 4065 Utility Franchise Tax                  | \$ 350.00           | \$ 60.08            | \$ 122.22           | 34.92%         |
| 4090 LOST                                   | \$ 27,000.00        | \$ 2,520.72         | \$ 9,825.24         | 36.39%         |
| <b>Total A. TAXES</b>                       | <b>\$ 55,024.00</b> | <b>\$ 12,777.87</b> | <b>\$ 23,931.57</b> | <b>43.49%</b>  |
| <b>B. LICENSES &amp; PERMITS</b>            |                     |                     |                     |                |
| 4120 Building Permits                       | \$ - .00            | \$ -                | \$ -                | 0.00%          |
| <b>Total B. LICENSES &amp; PERMITS</b>      | <b>\$ - .00</b>     | <b>\$ -</b>         | <b>\$ -</b>         | <b>0.00%</b>   |
| <b>C. USE OF MONEY &amp; PROPERTY</b>       |                     |                     | \$ -                |                |
| 4300 Interest                               | \$ 13,000.00        | \$ 1,376.36         | \$ 5,116.67         | 39.36%         |
| 4340 Other Misc Use                         | \$ - .00            | \$ -                | \$ -                | 0.00%          |
| <b>Total C. USE OF MONEY &amp; PROPERTY</b> | <b>\$ 13,000.00</b> | <b>\$ 1,376.36</b>  | <b>\$ 5,116.67</b>  | <b>39.36%</b>  |
| <b>D. INTERGOVERNMENTAL</b>                 |                     |                     | \$ 372.46           |                |
| 4430 Road Use Taxes                         | \$ 20,000.00        | \$ 1,552.80         | \$ 6,799.86         | 34.00%         |
| <b>Total D. INTERGOVERNMENTAL</b>           | <b>\$ 20,000.00</b> | <b>\$ 1,552.80</b>  | <b>\$ 6,799.86</b>  | <b>34.00%</b>  |
| <b>Total Income</b>                         | <b>\$ 88,024.00</b> | <b>\$ 15,707.03</b> | <b>\$ 35,848.10</b> | <b>40.73%</b>  |
| <b>Expenses</b>                             |                     |                     | \$ -                |                |
| <b>1 GOVERNMENTAL ACTIVITIES</b>            |                     |                     | \$ -                |                |
| <b>A. Public Safety</b>                     |                     |                     | \$ -                |                |
| 150 Fire                                    | \$ 3,750.00         | \$ -                | \$ -                | 0.00%          |
| 190 Animal Control                          | \$ 200.00           | \$ -                | \$ -                | 0.00%          |
| 199 Other Public Safety                     | \$ 50.00            | \$ -                | \$ -                | 0.00%          |
| <b>Total A. Public Safety</b>               | <b>\$ 4,000.00</b>  | <b>\$ -</b>         | <b>\$ -</b>         | <b>0.00%</b>   |
| <b>B. Public Works</b>                      |                     |                     | \$ -                |                |
| 210 Roads, Bridges, Sidewalks               | \$ 12,000.00        | \$ -                | \$ 32.45            | 0.27%          |
| 230 Street Lighting                         | \$ 1,000.00         | \$ 62.26            | \$ 248.54           | 24.85%         |
| 250 Snow Removal                            | \$ 7,000.00         | \$ -                | \$ -                | 0.00%          |
| 290 Garbage                                 | \$ 15,500.00        | \$ 1,148.00         | \$ 4,592.00         | 29.63%         |
| 299 Other Public Works                      | \$ 100.00           | \$ -                | \$ 18.00            | 18.00%         |
| <b>Total B. Public Works</b>                | <b>\$ 35,600.00</b> | <b>\$ 1,210.26</b>  | <b>\$ 4,890.99</b>  | <b>13.74%</b>  |
| <b>D. Culture and Recreation</b>            |                     |                     | \$ -                |                |
| 410 Library                                 | \$ 6,000.00         | \$ -                | \$ -                | 0.00%          |
| 499 Other Culture & Recreation              | \$ 200.00           | \$ -                | \$ 45.72            | 22.86%         |
| <b>Total D. Culture and Recreation</b>      | <b>\$ 6,200.00</b>  | <b>\$ -</b>         | <b>\$ 45.72</b>     | <b>0.74%</b>   |
| <b>F. General Government</b>                |                     |                     | \$ -                |                |
| 610 Mayor/Council                           | \$ 500.00           | \$ -                | \$ -                | 0.00%          |
| 620 Clerk, Treasurer & Finance              | \$ 5,000.00         | \$ 116.52           | \$ 21.04            | 0.42%          |
| 630 Elections                               | \$ 100.00           | \$ -                | \$ -                | 0.00%          |
| 640 Legal Services/Attorney                 | \$ 4,000.00         | \$ -                | \$ -                | 0.00%          |
| 650 City Hall/General Buildings             | \$ 5,000.00         | \$ 91.75            | \$ -                | 0.00%          |
| 660 Tort Liability                          | \$ 3,500.00         | \$ -                | \$ 3,488.00         | 99.66%         |
| 699 Other General Government                | \$ 1,900.00         | \$ 67.48            | \$ 37.14            | 1.95%          |
| <b>Total F. General Government</b>          | <b>\$ 20,000.00</b> | <b>\$ 275.75</b>    | <b>\$ 79.95</b>     | <b>0.40%</b>   |
| <b>Total 1 GOVERNMENTAL ACTIVITIES</b>      | <b>\$ 65,800.00</b> | <b>\$ 1,486.01</b>  | <b>\$ -</b>         | <b>0.00%</b>   |
| <b>2. BUSINESS TYPE ACTIVITIES</b>          |                     |                     | \$ 275.75           |                |
| 610 Sewer Utility                           | \$ 10,000.00        | \$ 903.48           | \$ -                | 0.00%          |
| <b>Total 2. BUSINESS TYPE ACTIVITIES</b>    | <b>\$ 10,000.00</b> | <b>\$ 903.48</b>    | <b>\$ 1,532.13</b>  | <b>15.32%</b>  |
| <b>Total Expenses</b>                       | <b>\$ 75,800.00</b> | <b>\$ 2,389.49</b>  | <b>\$ 6,548.79</b>  | <b>8.64%</b>   |
| <b>Net Income</b>                           | <b>\$ 12,224.00</b> | <b>\$ 13,317.54</b> | <b>\$ 29,299.31</b> | <b>239.69%</b> |

City of Panorama Park  
120 Short St  
Bettendorf IA 52722

Chris J. Gilbert  
515 Park Ave  
Bettendorf IA 52722-5681

Pay Stub Detail  
PAY DATE: 11/14/2025  
NET PAY: \$55.94

**EMPLOYER**  
City of Panorama Park  
120 Short St  
Bettendorf IA 52722

**EMPLOYEE**  
Chris J. Gilbert  
515 Park Ave  
Bettendorf IA 52722-5681

**PAY PERIOD**  
Period Beginning: 10/01/2025  
Period Ending: 10/31/2025  
Pay Date: 11/14/2025  
Total Hours: 3.25

| OTHER PAY/CONTRIBUTIONS | Current | Year To Date |
|-------------------------|---------|--------------|
| IPERS (Employer)        | 6.14    | 56.79        |

**NET PAY:** \$55.94  
Acct#....8180: \$55.94

**MEMO:**

| PAY         | Hours | Rate  | Current | YTD    |
|-------------|-------|-------|---------|--------|
| Regular Pay | 3.25  | 20.00 | 65.00   | 601.60 |

| DEDUCTIONS       | Current | YTD   |
|------------------|---------|-------|
| IPERS (Employee) | 4.09    | 37.85 |

| TAXES              | Current | YTD   |
|--------------------|---------|-------|
| Federal Income Tax | 0.00    | 0.00  |
| Social Security    | 4.03    | 37.30 |
| Medicare           | 0.94    | 8.72  |
| IA Income Tax      | 0.00    | 0.00  |

| SUMMARY    | Current | YTD      |
|------------|---------|----------|
| Total Pay  | \$65.00 | \$601.60 |
| Taxes      | \$4.97  | \$46.02  |
| Deductions | \$4.09  | \$37.85  |

**Net Pay \$55.94**



# City of Panorama Park

## Claims Report

October 2025

| DATE       | VENDOR                     | MEMO/DESCRIPTION           | AMOUNT    |
|------------|----------------------------|----------------------------|-----------|
| 10/04/2025 | Shawn Rice                 | Stamps, Certified Mail     | -37.14    |
| 10/05/2025 | Republic Services          | Garbage & Recycling        | -1,148.00 |
| 10/06/2025 | City of Davenport          | 06/25 Plant Operations     | -903.48   |
| 10/08/2025 | T-Mobile                   | Internet (City Hall)       | -60.00    |
| 10/10/2025 | Amazon                     | Toner Cartridges           | -23.84    |
| 10/15/2025 | MidAmerican Energy Company | Gas & Electric (City Hall) | -31.75    |
| 10/15/2025 | IPERS                      | Employee Pension           | -13.37    |
| 10/19/2025 | Intuit Quickbooks          | Payroll Processing Fee     | -6.50     |
| 10/23/2025 | MidAmerican Energy Company | Street Lights              | -62.26    |
| 10/27/2025 | SECRETARY OF STATE         | Notary Application Fee     | -30.00    |



# CITY OF PANORAMA PARK

RESOLUTION 2025 - \_\_\_\_\_

November 13, 2025

## A RESOLUTION APPOINTING THE CITY ATTORNEY FOR THE CITY OF PANORAMA PARK, IOWA

**WHEREAS**, pursuant to Iowa Code § 372.13(4) and the Code of Ordinances of the City of Panorama Park Iowa, the City Council is authorized to appoint a City Attorney to serve at the pleasure of the Council; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to appoint a qualified individual to serve as City Attorney to provide legal counsel, represent the City in legal matters, and perform such other duties as may be required by law or assigned by the City Council; and

**WHEREAS**, Jenny L. Juehring, an attorney duly licensed to practice law in the State of Iowa, possesses the necessary qualifications, experience, and expertise to effectively serve in the position of City Attorney;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANORAMA PARK, IOWA, AS FOLLOWS:**

**Section 1.** Jenny L. Juehring is hereby appointed as City Attorney for the City of Panorama Park Iowa, effective November 13, 2025, to serve at the pleasure of the City Council.

**Section 2.** The City Attorney shall perform all duties prescribed by Iowa law, the Code of Ordinances of the City of Panorama Park, and as directed by the City Council, including but not limited to providing legal advice to the Council, City officials, and staff; preparing and reviewing ordinances, resolutions, and contracts; and representing the City in litigation and administrative proceedings.

**Section 3.** The compensation for the City Attorney shall be as set forth in a professional services agreement to be approved by separate resolution of the City Council.

**Section 4.** This Resolution shall be in full force and effect immediately upon its adoption.

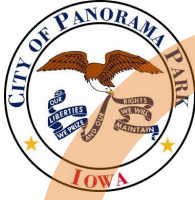
**ADOPTED** this 13th day of November, 2025, by the City Council of the City of Panorama Park Iowa.

\_\_\_\_\_  
Ronald D. Rice, Mayor

**ATTEST:**

\_\_\_\_\_  
Christopher Gilbert, City Clerk/Treasurer

I. Foltz \_\_\_\_\_ J. Krause \_\_\_\_\_ S. Perry \_\_\_\_\_ S. Rice \_\_\_\_\_ D. Smith \_\_\_\_\_



# CITY OF PANORAMA PARK

RESOLUTION 2025 - \_\_\_\_\_

November 13, 2025

## A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JENNY L. JUEHRING FOR CITY ATTORNEY SERVICES FOR THE CITY OF PANORAMA PARK, IOWA

**WHEREAS**, the City Council of the City of Panorama Park, Iowa, has appointed Jenny L. Juehring as City Attorney pursuant to Resolution No. 2025-12 and Iowa Code § 372.13(4); and

**WHEREAS**, Iowa Code § 364.4(4) and the City's purchasing policies authorize the City to enter into professional services agreements for legal counsel without competitive bidding; and

**WHEREAS**, the City Council has negotiated the terms of a Professional Services Agreement with Jenny L. Juehring (the "Attorney") to provide legal services as City Attorney; and

**WHEREAS**, a copy of the proposed Professional Services Agreement is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the City Council finds that the terms of the Agreement, including compensation, scope of services, and duration, are fair, reasonable, and in the best interests of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANORAMA PARK, IOWA, AS FOLLOWS:**

**Section 1.** The Professional Services Agreement between the City of Panorama Park, Iowa, and Jenny L. Juehring, in substantially the form attached hereto as **Exhibit A**, is hereby approved.

**Section 2.** The Mayor and City Clerk are authorized and directed to execute the Professional Services Agreement on behalf of the City, together with such additional documents as may be necessary to carry out the intent of this Resolution.

**Section 3.** The Agreement shall be effective November 13, 2025, and shall continue for a term of one (1) year, with an option to renew upon mutual written agreement and approval by the City Council.

**Section 4.** Compensation shall be paid in accordance with the fee schedule set forth in the Agreement, not to exceed \$265.00 per hour unless amended by subsequent resolution.

**Section 5.** This Resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** this 13th day of November, 2025, by the City Council of the City of Panorama Park, Iowa.

\_\_\_\_\_  
Ronald D. Rice, Mayor

**ATTEST:**

\_\_\_\_\_  
Christopher Gilbert, City Clerk/Treasurer

I. Foltz \_\_\_\_\_ J. Krause \_\_\_\_\_ S. Perry \_\_\_\_\_ S. Rice \_\_\_\_\_ D. Smith \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT FOR  
CITY ATTORNEY SERVICES  
CITY OF PANORAMA PARK, IOWA**

This Contract Services Agreement for City Attorney Services (this “Agreement”) is effective as of the 13th day of November, 2025, by and between the law firm of LANE & WATERMAN, LLP, an Iowa limited liability partnership (“L&W”), and the CITY OF PANORAMA PARK, IOWA (the “City”), an Iowa municipal corporation. The term “City” shall also include all City boards and commissions.

**1. APPOINTMENT**

City Council hereby appoints L&W to render legal services as are customarily rendered by its city attorneys and corporation counsel and as further specified herein, including attending meetings of the City Council and all other City boards and commissions and their affiliated agencies, as directed by the City Council.

**2. SCOPE OF WORK AND DUTIES**

A. Except as otherwise set forth in this Agreement, L&W shall perform any and all work necessary for the provision of legal services to City, as set forth in the Panorama Park Code of Ordinances, including, but not limited to, the following:

(i) attend City Council and other board and commission meetings on request of the City Council; and

(ii) provide legal advice, written legal opinions, and consultation on all matters affecting the City to the City Council, boards, commissions, committees, officers, and employees of City and as requested by the City Council in accordance with such policies and procedures as may be established by City from time to time; and

(iii) be available for telephone consultation with City staff, as needed on legal matters which are within their area of operation; and

(iv) prepare or review necessary legal documents; and

(v) represent and advise City on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that L&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the City until all files have been transferred to L&W and L&W has specifically appeared in the matter(s) as attorneys of record on behalf of City; and

(vi) hold office hours at City Hall, if requested, at a time agreed to with City Council; and

(vii) attend management staff and agenda review meetings at a time agreed to with City Council; and

(viii) supervise outside legal services, if any.

B. L&W, as a full-service law firm, is prepared to, and will, provide representation to the City in all of its legal affairs, except where conflicts exist or where the City Council may otherwise direct. L&W shall represent the City in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the City Council.

C. L&W will keep the City informed as to the progress and status of all pending matters in accordance with such procedures as the City may establish from time to time. L&W is expected to manage, control and oversee the delivery of legal services in a competent and professional manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Council, such special counsel shall be supervised by L&W.

D. All legal services shall be coordinated with the City Council. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Council. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign a legal matter of the City from or to L&W.

### **3. CITY DUTIES**

The City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for L&W to effectively render its professional services under this Agreement. The City further agrees to abide by this Agreement, and to timely pay L&W's bills for fees, costs, and expenses. Insofar as possible and unless L&W lacks the experience, capability or resources, it is the intent of the parties hereto that all matters of the City requiring the rendition of legal services shall be performed by L&W. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of the City from or to L&W.

### **4. PERSONNEL**

L&W will provide the following additional attorneys to render the predominate legal services hereunder:

Jenny L. Juehring

Assignments may be modified as provided in Section 1 above and except as so provided, L&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services.

## **5. COMPENSATION**

As legal fees for the services provided under this Agreement, beginning November 13, 2025, the City will pay an hourly rate as follows:

\$265/hour for partners  
\$220/hour for associates  
\$180/hour for paralegals

In addition to the fixed fee above, the City shall reimburse L&W for all other costs and expenses incurred by L&W in performing services under this Agreement.

## **6. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT**

The experience, knowledge, capability and reputation of L&W, its partners, associates, and employees, was a substantial inducement for the City to enter into this Agreement. Therefore, L&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of the City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of the City. Adding attorneys to L&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

## **7. INDEPENDENT CONTRACTOR**

L&W shall perform all legal services required under this Agreement as an independent contractor of the City, and shall remain, at all times as to the City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither L&W nor any employees or agents of L&W shall be considered an employee of the City for any purpose. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which L&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The City shall have no voice in the selection, discharge, supervision or control of L&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

## **8. INDEMNIFICATION**

L&W agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "Damages") that may be asserted or claimed by any person, firm or entity arising out of or in connection with any negligent or willful act or omission of L&W arising from L&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement; provided, that such obligation is only to the extent L&W caused the Damages.

The City acknowledges that L&W is being appointed to perform services of city attorney and corporation counsel and has the authority of that office. Accordingly, the City is responsible pursuant to Iowa Code § 670.8 for providing a defense for L&W for actions within the scope of its engagement hereunder. Therefore, the City agrees to undertake its statutory duty to indemnify L&W, its officers, employees and agents against and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of L&W within the course and scope of its employment hereunder, but nothing herein shall require the City to indemnify L&W for liability arising from L&W's own negligence, tortious acts, willful misconduct or legal malpractice. Nothing in this Agreement shall be construed to provide L&W with greater indemnification than required by Iowa Code § 670.8. In connection herewith:

A. City will promptly provide a defense and pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of the City hereunder except as specified above; and

B. In the event L&W, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the City for such damages or other claims solely arising out of or in connection with the work operation or activities of the City hereunder, the City agrees to pay to L&W, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

## **9. TERM, DISCHARGE AND WITHDRAWAL**

This Agreement shall continue in effect from November 13, 2025 unless otherwise terminated. The City may discharge L&W at any time. L&W may withdraw from the City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct. In the event of such discharge or withdrawal, the City will pay L&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. The City agrees to execute, upon request, a stipulation in such form as to permit L&W to withdraw as the City's attorneys of record in any legal action then pending. L&W shall deliver all documents and records of the City to the City, or to counsel designated by the City, and assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel.

## **10. CONFLICTS**

L&W represents, and the City acknowledges, that it has advised the City prior to the date of signing of this Agreement of any known relationships with a third party, the City Council or City employees which would: (i) present an actual conflict of interest with the rendering of professional services under this Agreement; (ii) prevent L&W from performing the terms of this



Agreement; and (iii) present a significant opportunity for the disclosure of confidential information.

L&W has no present or contemplated employment which is adverse to the City. L&W agrees that it shall not represent clients in litigation matters against the City. However, L&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to the City, and L&W reserves the right to represent such clients in matters not connected with its representation of the City, upon securing a waiver from both the City and the present or future client, which waiver the City agrees to provide.

#### **11. INTERPRETATION OF AGREEMENT AND FORUM**

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of Iowa. In the event of any dispute hereunder, forum shall be Scott County, Iowa.

#### **12. INTEGRATED AGREEMENT, LEGAL REVIEW AND AMENDMENT**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. The City has been advised by L&W of its right to have independent legal review of this Agreement and has not sought or relied upon advice from L&W concerning this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **13. LICENSE REQUIREMENTS**

L&W shall demonstrate that the attorney(s) who provide legal services to the City under this Agreement are licensed to practice law in the State of Iowa and, if not, indicate to the satisfaction of the City Council or the City Administrator why such license is not required to perform the services required.

#### **14. CONFIDENTIALITY AND DISCLOSURE**

Subject to applicable law, the data, information and reports acquired or prepared by L&W in connection with matters upon which the City has retained L&W shall not be shown or distributed to any other public or private person or entity except as authorized by the City Council, and in no event prior to having been first disclosed to the City Council. All information, documents, records, reports, data or other materials furnished by the City to L&W or other such information, documents, records, data or other materials to which L&W has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of the City. L&W shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the City Administrator.



**15. ASSIGNMENTS AND SUCCESSORS IN INTEREST**

The City and L&W bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the City Administrator or the City Council.

**16. NO WAIVER**

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

**17. CORPORATE AUTHORITY**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

**18. TERMS OF ENGAGEMENT**

Except as otherwise set forth herein, L&W's Standard Terms of Engagement attached hereto as Exhibit A will supplement the terms and provisions of this Agreement. If there is a conflict between the Standard Terms of Engagement and this Agreement, the Standard Terms of Engagement shall control.

*[The remainder of this page is intentionally blank. The signature page follows.]*



Jenny L. Juehring, on behalf of Lane & Waterman LLP

Mayor Ronald D. Rice, on behalf of the City of Panorama Park, Iowa



# CITY OF PANORAMA PARK

RESOLUTION 2025 - \_\_\_\_\_

November 13, 2025

## **A RESOLUTION APPROVING THE ANNUAL FINANCIAL REPORT FOR THE CITY OF PANORAMA PARK, IOWA, FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

**WHEREAS**, Iowa Code § 384.22 requires each city to prepare and file an Annual Financial Report (AFR) with the Iowa Department of Management and the State Auditor within nine months after the close of the fiscal year; and

**WHEREAS**, the Annual Financial Report for the fiscal year ended June 30, 2025, has been prepared in conformity with the format prescribed by the Iowa Department of Management and reflects the financial position and results of operations of the City; and

**WHEREAS**, a copy of the Annual Financial Report is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the City Council has reviewed the Annual Financial Report and finds it to be accurate, complete, and in compliance with all applicable laws and regulations;

## **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANORAMA PARK, IOWA, AS FOLLOWS:**

**Section 1.** The Annual Financial Report for the City of Panorama Park, Iowa, for the fiscal year ended June 30, 2025, in the form attached hereto as **Exhibit A**, is hereby approved.

**Section 2.** The Mayor and City Clerk are authorized and directed to certify and file the Annual Financial Report with the Iowa Department of Management and the Office of Auditor of State in accordance with Iowa Code § 384.22.

**Section 3.** The City Clerk shall cause a copy of this Resolution and the approved Annual Financial Report to be made available for public inspection at City Hall and on the City's official website, if applicable.

**Section 4.** This Resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** this 13th day of November, 2025, by the City Council of the City of Panorama Park, Iowa.

\_\_\_\_\_  
Ronald D. Rice, Mayor

### **ATTEST**

\_\_\_\_\_  
Christopher Gilbert, City Clerk/Treasurer

I. Foltz \_\_\_\_\_ J. Krause \_\_\_\_\_ S. Perry \_\_\_\_\_ S. Rice \_\_\_\_\_ D. Smith \_\_\_\_\_

### **EXHIBIT A**

|   |                             |
|---|-----------------------------|
| STATE OF IOWA<br>2025<br>FINANCIAL REPORT<br>FISCAL YEAR ENDED<br>JUNE 30, 2025<br>CITY OF PANORAMA PARK, IOWA<br>DUE: December 1, 2025 | 16208201300000              |
|   | CITY OF PANORAMA PARK       |
|   | 120 SHORT ST                |
|   | PANORAMA PARK IA 52722-5669 |
|   | POPULATION: 139             |

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

| ALL FUNDS   |                     |                    |                     |               |
|---|---------------------|--------------------|---------------------|---------------|
|   | Governmental<br>(a) | Proprietary<br>(b) | Total Actual<br>(c) | Budget<br>(d) |
| <b>Revenues and Other Financing Sources</b>   |                     |                    |                     |               |
| Taxes Levied on Property  | 26,957              |                    | 26,957              | 27,000        |
| Less: Uncollected Property Taxes-Levy Year  | 0                   |                    | 0                   | 0             |
| <b>Net Current Property Taxes</b>   | 26,957              |                    | 26,957              | 27,000        |
| Delinquent Property Taxes   | 0                   |                    | 0                   | 0             |
| TIF Revenues  | 0                   |                    | 0                   | 0             |
| Other City Taxes  | 28,392              | 0                  | 28,392              | 29,025        |
| Licenses and Permits  | 40                  | 0                  | 40                  | 0             |
| Use of Money and Property   | 12,115              | 4,478              | 16,593              | 0             |
| Intergovernmental   | 19,741              | 0                  | 19,741              | 19,000        |
| Charges for Fees and Service  | 0                   | 0                  | 0                   | 0             |
| Special Assessments   | 0                   | 0                  | 0                   | 0             |
| Miscellaneous   | 0                   | 0                  | 0                   | 0             |
| Other Financing Sources   | 0                   | 0                  | 0                   | 0             |
| Transfers In  | 0                   | 200,000            | 200,000             | 237,058       |
| <b>Total Revenues and Other Sources</b>   | 87,245              | 204,478            | 291,723             | 312,083       |
| <b>Expenditures and Other Financing Uses</b>  |                     |                    |                     |               |
| Public Safety   | 3,631               |                    | 3,631               | 3,700         |
| Public Works  | 16,401              |                    | 16,401              | 31,150        |
| Health and Social Services  | 0                   |                    | 0                   | 0             |
| Culture and Recreation  | 5,796               |                    | 5,796               | 6,300         |
| Community and Economic Development  | 0                   |                    | 0                   | 0             |
| General Government  | 9,007               |                    | 9,007               | 19,925        |
| Debt Service  | 0                   |                    | 0                   | 0             |
| Capital Projects  | 0                   |                    | 0                   | 0             |
| <b>Total Governmental Activities Expenditures</b>   | 34,835              | 0                  | 34,835              | 61,075        |
| BUSINESS TYPE ACTIVITIES  |                     | 100,936            | 100,936             | 105,000       |
| <b>Total All Expenditures</b>   | 34,835              | 100,936            | 135,771             | 166,075       |
| Other Financing Uses  | 0                   | 0                  | 0                   |               |
| Transfers Out   | 200,000             | 0                  | 200,000             | 237,058       |
| <b>Total All Expenditures/and Other Financing Uses</b>                                      | 234,835             | 100,936            | 335,771             | 403,133       |
| <b>Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses</b> | -147,590            | 103,542            | -44,048             | -91,050       |
| Beginning Fund Balance July 1, 2024   | 387,166             | 90,711             | 477,877             | 455,323       |
| Ending Fund Balance June 30, 2025   | 239,576             | 194,253            | 433,829             | 364,273       |

|  |                     |
|--|---------------------|
| NOTE - These balances do not include the following, which were not budgeted and are not available for city operations: |                     |
| Non-budgeted Internal Service Funds  | Pension Trust Funds |
| Private Purpose Trust Funds  | Agency Funds        |

| Indebtedness at June 30, 2025 | Amount | Indebtedness at June 30, 2025 | Amount  |
|-------------------------------|--------|-------------------------------|---------|
| General Obligation Debt       | 0      | Other Long-Term Debt          | 0       |
| Revenue Debt                  | 0      | Short-Term Debt               | 0       |
| TIF Revenue Debt              | 0      |                               |         |
|                               |        | General Obligation Debt Limit | 668,087 |

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

|  |  |                          |                     |
|--|--|--------------------------|---------------------|
|  | Signature of Preparer                                | Printed name of Preparer | Posted<br>11/7/2025 |
|  |  |                          | Phone Number        |
|  | Signature of Mayor or Mayor Pro Tem (Name and Title) |                          | Date Signed         |
|  |  |                          |                     |

PLEASE PUBLISH THIS PAGE ONLY



# CITY OF PANORAMA PARK

RESOLUTION 2025 - \_\_\_\_\_

November 13, 2025

## A RESOLUTION APPROVING THE CITY STREET FINANCE REPORT FOR THE CITY OF PANORAMA PARK, IOWA, FOR THE FISCAL YEAR ENDED JUNE 30, 2025

**WHEREAS**, Iowa Code § 312.14 requires each city to annually prepare and file a City Street Finance Report (commonly known as the "Street Report") with the Iowa Department of Transportation showing all receipts into and expenditures from the City's Road Use Tax Fund for the fiscal year; and

**WHEREAS**, the Mayor and the City Clerk, has prepared the City Street Finance Report for the fiscal year ended June 30, 2025, in the format prescribed by the Iowa Department of Transportation; and

**WHEREAS**, the Report accurately reflects all Road Use Tax moneys received from the State of Iowa, all interest earned thereon, all local-option road use taxes (if any), and all expenditures for street construction, maintenance, and related purposes during the fiscal year; and

**WHEREAS**, a copy of the City Street Finance Report is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the City Council has reviewed the Report and finds it to be true, correct, and in full compliance with Iowa Code § 312.14 and applicable administrative rules;

## NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PANORAMA PARK, IOWA, AS FOLLOWS:

**Section 1.** The City Street Finance Report for the City of Panorama Park, Iowa, for the fiscal year ended June 30, 2025, in the form attached hereto as **Exhibit A**, is hereby approved.

**Section 2.** The Mayor and City Clerk are authorized and directed to certify the Report and file it electronically with the Iowa Department of Transportation on or before December 1, 2025, as required by law.

**Section 3.** The City Clerk shall retain a signed copy of the approved Report in the permanent records of the City and make it available for public inspection at City Hall.

**Section 4.** This Resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED** this [day] day of [month], 2025, by the City Council of the City of Panorama Park, Iowa.

\_\_\_\_\_  
Ronald D. Rice, Mayor

### ATTEST

\_\_\_\_\_  
Christopher Gilbert, City Clerk/Treasurer

I. Foltz \_\_\_\_\_ J. Krause \_\_\_\_\_ S. Perry \_\_\_\_\_ S. Rice \_\_\_\_\_ D. Smith \_\_\_\_\_

### EXHIBIT A



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025

Panorama Park

11/7/2025 6:39:12 PM

### Summary

|                       | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total |
|-----------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|----------------|
| Begining Balance      | \$0                                 | \$92,620             | \$0                          | \$0                      | \$0                          | \$0                     | \$92,620       |
| SubTotal Expenses (-) |                                     | \$5,247              |                              |                          |                              |                         | \$5,247        |
| Subtotal Revenues (+) | \$0                                 | \$23,789             | \$0                          | \$0                      |                              | \$0                     | \$23,789       |
| Ending Balance        | \$0                                 | \$111,162            | \$0                          | \$0                      | \$0                          | \$0                     | \$111,162      |

Resolution Number:

Execution Date:

Signature: