

NOTICE OF A PUBLIC MEETING
Dallas Center City Council
Tentative Agenda
March 8, 2022 – 7:00 pm – Memorial Hall
1502 Walnut Street, Dallas Center

The Restrooms in Memorial Hall are Under Construction
No Restroom Facilities will be Available during the Council Meeting

The Council meeting will be held in person in Memorial Hall. The meeting also may be accessed by the public electronically by Zoom at the following Internet link:
<https://us02web.zoom.us/j/84276564178>. If a Zoom user has the Zoom app, just enter the meeting ID 842 7656 4178 and the passcode is 113739.

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is 842 7656 4178#, the passcode is 113739: Dial by your location +1 646 558 8656 +1 301 715 8592 +1 312 626 6799 +1 669 900 9128

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

PUBLIC HEARING – on the Fiscal Year 2022-2023 Dallas Center City Budget - Each person will have up to five minutes to comment on the **Fiscal Year 2022-2023 Dallas Center City Budget**.

PUBLIC HEARING - on Ordinance No. 566 - establishing multiple districts within the R-1 Single-Family Residential District - Each person will have up to five minutes to comment on **Ordinance 566**.

PUBLIC HEARING – on the Application for Annexation into the City of Dallas Center filed by Skye View Estates, LLC, of 82.81 acres, more or less, parcel near the intersection of Highway 44 and R Avenue - Each person will have up to five minutes to comment on **Skye View Estates Application for Annexation**.

PUBLIC HEARING – on the proposed leasing of certain real estate and the granting of a perpetual fiber optic easement to Minburn Telephone Company D/B/A Minburn Communications - Each person will have up to five minutes to comment on **the proposed leasing of real estate and the granting of the fiber optic easement**

1. Pledge of Allegiance
2. Roll call
3. Action to approve agenda
4. Public Comments [Anyone wanting to address the Council should raise your hand and the Mayor will acknowledge you. Please stand, state your name, address and topic. You will have two minutes to address the Mayor and Council]
5. Action to approve consent agenda
 - a. Approve minutes of February 8th and February 23rd meetings
 - b. February Treasurer's Report, Balance Sheet and Budget Report
 - c. February Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Action to allow up to four wineries and four breweries to have wine and beer tasting and sales in Heritage Park at Art and More on June 4th
 - e. Approve Seasonal Fun Committee Street Closing request for Easter Egg Hunt on April 16th

- f. Approve appointment of Kyle Stille to the Board of the Dallas County Local Housing Trust Fund, Inc. to represent the City of Dallas Center, three-year term expires February, 2025
 - g. Approve hiring fire department volunteer Quade Keenan, pending background check
 - h. Approve invoices for payment (review committee Beaudet and Strutt)
6. Dallas County District Court Decision Denying Julie Becker's Litigation Against the Dallas Center Board of Adjustment
7. Healthy Hometown Award
 - a. Presentation of \$5,000 award to the City of Dallas Center
 - b. Mayor's Proclamation
8. Minburn Telephone Company d/b/a Minburn Communications – communications building and easement
 - a. Report on final draft of Lease Agreement
 - b. Action on Resolution 2022-18 – approving Lease Agreement for placement of communications building by Minburn Telephone Company on city-owned property near the Public Works facilities
 - c. Action on Resolution 2022-19 – approving the granting of a Fiber Optic Easement to Minburn Telephone Company
9. Planning and Zoning Commission
 - a. Matt Ostanik - Report
 - b. Action to approve Ordinance No. 566 - establishing multiple districts within the R-1 Single-Family Residential District, first reading
 - c. Action on Resolution 2022-20 – approving Site Plan submitted by Minburn Telephone Company
 - d. Action on Resolution 2022-21 – approving Architectural Plan submitted by Minburn Telephone Company
10. Skye View Estates
 - a. Charles Goodall – presentation of Application for Re-Zoning
 - b. Action to refer Application for Re-Zoning to Planning and Zoning Commission
 - c. Action on Resolution 2022-22 – assenting to the annexation of certain real estate to the City of Dallas Center
11. Discussion on extension of sewer and possible direction to the City Engineer
12. Public Works
 - a. Director's Report
13. Cross Country Estates Private Sanitary Sewer – Engineer's Report
14. Storm Sewer Easements
 - a. Action on Resolution 2022-15 – approving permanent storm sewer easement located in the north 15 feet of the east 20 feet of Lot 19 in Meadow View Acres Plat One (602 Northview Drive)
 - b. Action on Resolution 2022-16 - approving permanent storm sewer easement located in Lot 19 in The Neighborhood of Dallas Center, Plat 1 (702 Evelyn Avenue)
15. City Engineer – other matters
16. Annexation Discussion/Update
17. Action on Ordinance No. 567 – amending Chapter 96 of the Code of Ordinances (Building Sewers and Connections) by adding a section relating to the property owner's failure to maintain the sewer service pipe, service line check valve, and sewer line valve, second reading
18. Action to approve Ordinance 568 – amending Chapter 24 of the Code of Ordinances (Tree Board) by changing the number of members on the Board from three to five, first reading
19. Fiscal Year 2023 Budget
 - a. City Administrator's report on the preliminary budget
 - b. Action to approve Resolution 2022-14 – approving Fiscal Year 2022-2023 City of Dallas Center budget
20. Action to approve Resolution 2022-13 – contract with Mosquito Control of Iowa
21. Action to approve Resolution 2022-17 – monthly debt service transfers
22. Waste Management Inflation Notification Letter – discussion and possible action

23. Action to set public hearing on the FY2021-2022 Budget Amendment No. 2 for 7:00 pm on April 12, 2022
24. Council reports
25. Mayor's report
 - a. Arbor Day Proclamation by the Mayor
26. Adjournment

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	March Serv	\$345.00
Access Systems Leasing	Copier	\$355.36
Access Systems	Copier	\$40.97
Acco	Supplies	\$405.30
Agsorce Cooperative Svcs	Tests	\$1,143.50
Arnold Auto Supply	Repairs	\$317.34
Baker & Taylor Co.	Books	\$361.02
Baldon Hardware	Supplies	\$209.70
Bay Bridge Administrators	Insurance	\$100.42
Brown, Fagen & Rouse	February Serv	\$2,648.16
Capital City Equipment Co	Repairs	\$219.53
Center Point Large Print	Books	\$25.97
Centurylink	Feb Serv	\$754.41
City Of Panora	Training	\$234.60
Crossroads Ag, Llc	Supplies	\$18.00
Culligan Water System	March Serv	\$12.56
Dallas County Treasurer	Feb Serv	\$18,165.06
Delta Dental	Insurance	\$26.64
Delta Dental	Insurance	\$467.00
Digital Stew Services	Feb Serv	\$187.26
Eftps	Taxes	\$3,365.39
Eftps	Taxes	\$3,635.64
Elite Electric & Utility	Repairs	\$1,276.60
Emergency Apparatus Maint, Inc	Repairs	\$676.62
Gatehouse- Db Iowa Holdings	Publications	\$490.03
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$24.92
Grainger	Repairs	\$1,567.79
Kasey & Calvin Griffith	Easement	\$1.00
Heartland Co-Op	Feb Serv	\$1,052.32
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Hofland, Joel	Hsa	\$50.00
Hsa Riesselman, Cindy	Hsa	\$290.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$200.00
Imfoa	Dues	\$50.00
Iowa Prison Industries	Supplies	\$84.80

Ipers	Ipers	\$4,810.68
Iron Mountain	Feb Serv	\$87.49
Jetco Inc	Repairs	\$398.40
Karen Mccleary	Feb Serv	\$675.00
Kempker's True Value	Supplies	\$49.08
Leaf	Copier	\$265.90
Eddie Leedom	Feb Serv	\$449.88
Linde Gas & Equipment Inc.	Feb Serv	\$40.10
Marshall Mccalley	Copier	\$470.00
Menards	Supplies	\$947.61
Metropolitan Compounds, Inc	Supplies	\$476.69
Micromarking Lic	Books	\$145.77
Midamerican Energy	Feb Serv	\$7,596.81
Minburn Communications	March Serv	\$54.99
Mitchell Land Development Llc	Easement	\$1.00
Municipal Supply Inc	Supplies	\$171.25
Nationwide Retirement Sol	Deferred Comp	\$450.00
Northway Well and Pump	Repairs	\$7,000.00
Office Depot	Supplies	\$6.42
Plumb Supply Company	Supplies	\$32.84
Dallas Center Post Office	Postage	\$1,400.00
Quill.Com	Supplies	\$51.47
Raco	Alarm Serv	\$855.00
Rhinehart Excavating, Inc	Supplies	\$2,570.38
Treasurer - State of Iowa	Taxes	\$1,040.28
Treasurer - State of Iowa	Taxes	\$2,170.39
Sandry Fire Supply	Repairs	\$873.10
Sean Shatava	Easement	\$1.00
Simmering-Cory/Iowa Codifi.	Codification	\$936.00
Tr Portable Welding	Repairs	\$375.00
Uhs Premium Billing	Insurance	\$362.62
Uhs Premium Billing	Insurance	\$7,704.48
Unplugged Wireless	Repairs	\$490.00
Usa Blue Book	Supplies	\$904.20
Veenstra & Kimm	Feb Serv	\$26,670.62
Verizon Wireless	Feb Serv	\$280.07
Treasurer - State of Iowa	Taxes	\$1,061.00
Waste Management	Feb Serv	\$14,059.52
Wells Fargo	Supplies/Postage	\$2,412.04
Wells Fargo	Supplies	\$734.06
Westrum Leak Detection	Feb Serv	\$522.50
	Accounts Payable Total	\$128,596.43

Revenues:

General Total \$35,167.84

T&A (Pd) Benevolent	\$0.15
T&A(Ft) Total	\$2.79
T&A(Sc) Total	\$0.54
Capital Improvement	\$38.45
T&A(SI) Total	\$11.97
Rut Total	\$20,945.32
T&A(Eb) Total	\$395.56
Local Option Sales	\$32,724.58
Tif Total	\$155.64
Burnett Project Tot	\$105.33
T&A(Burnett Cap Imp	\$41.26
Debt Service Total	\$11,906.73
Cap Imprv-American	\$25.35
T&A(B) Total	\$0.69
T&A(Y) Total	\$0.68
Water Total	\$39,397.21
Sewer Total	\$30,519.81
Storm District Total	\$4,800.36
Total Revenue by Fund	\$176,240.26

Mayor Beyer opened a public hearing at 7:00 pm on February 8, 2022, as advertised for the purpose of hearing comments on Fiscal Year 2022-2023 City Budget maximum property tax dollars to certify for levy. There were no written comments. He asked for oral comments, Bob Haxton and Julie Becker stated their opposition to the increased property tax dollars being certified. Mayor Beyer closed the public hearing at 7:05 pm.

The Dallas Center City Council met in regular session February 8, 2022, at 7:05 pm. Mayor Beyer called the meeting to order and led the Pledge of Allegiance. Council members present included Amy Strutt, Ryan Coon, Daniel Willrich and Ryan Kluss.

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

Public Comments

Julie Becker-stated her support of Bob Haxton for the council vacancy and her opposition to the pool manager hiring.

Bob Haxton-stated the importance of the public comments.

Meg Dickinson-thanked council for handling the public comments with decorum and stated her support of Angie Beaudet for the council vacancy.

Mike Buckalew-stated election numbers in regard to the past several elections and feels the citizens have spoken regarding one of the candidates who wants to be appointed to fill the council vacancy.

Vacancy in the office of council member

Angie Beaudet and Robert Haxton gave brief presentations to the council.

Motion by Kluss, 2nd by Willrich to appoint Angie Beaudet to fill the vacancy in the office of council member due to Danny Beyer's resignation upon his becoming Mayor. Motion passed 4-0.

Mayor Beyer administered the Oath of Office to new council member Angie Beaudet.

Council member Coon clarified that the street closing request stated south on Walnut but the map shows north of Walnut and clarified the agenda should be amended with the change to north.

Motion by Kluss, 2nd by Coon to approve amended consent agenda [approve minutes of January 11th regular meeting; January Treasurer's Report, Balance Sheet and Budget Report; January Law Enforcement, Fire/Rescue, Compliance and Water Reports; approve hiring fire department volunteer Dan Case, pending background check; approve Casey's General Store Class E liquor license with Class B wine permit, Class C beer permit (carryout permit), Class E liquor license and Sunday sales effective 04/01/2022; approve Casey's General Store ownership update; approve street closing request from K&E Distributing for an event on March 31, 2022; approve invoices for payment (review committee Kluss and Coon)]. Motion passed 5-0. Additional law enforcement

Planning and Zoning Commission

Matt Ostanik reported that the Commission is generally in favor of Skye View Estates. He stated they have met with the developer several times and are working through some of the Commission's concerns in regard the placement of single-family housing along the highway, park space within the proposed development, access to other areas of the city via sidewalks and the lot sizes within the proposed development.

Ostanik reported Planning and Zoning has conducted extensive research in regard to the variable lot sizes and recommends approval of Ordinance 566. The Council reviewed proposed Ordinance No. 566 – establishing multiple districts within the R-1 Single-Family Residential District.

Motion by Coon, 2nd by Kluss to set the public hearing on Ordinance No. 566 for 7 p.m. on March 8, 2022. Motion passed 5-0.

Parks and Recreation Board

Mary Werch stated only one application was received for the pool manager position (which was posted on the website, in the newsletter and on the City's FB page) and the applicant has worked at the pool for several years and she was one of the assistant managers for the past two years (this position will directly report to Parks and

Recreation Board member Shelley Horak). Motion by Coon, 2nd by Willrich to approve hiring Alexa Riesselman as Summer Pool Manager at \$17.00/hour effective February 9, 2022, pending background check. Motion passed 5-0.

Mary Werch reviewed the Board's pay and reimbursement recommendations (which were based on review of surrounding cities pay). Motion by Willrich, 2nd by Strutt to approve recommendations on pay rates and employee reimbursements. Motion passed 5-0.

Mary Werch gave a brief overview of A King's Throne contract renewal and stated there is a price increase and the Board recommends renewal of the contract. Motion by Kluss, 2nd by Willrich to approve Resolution 2022-12 – agreement with A King's Throne. Roll call all ayes, motion passed.

Bob King introduced Abigail Chihak as another grant writer for the City. Abigail has successfully written at least one grant and she recently completed the Wellmark Large Match grant application. He also gave an overview of the Wellmark Large Match grant application to be used for a new basketball court in Mound Park and to replace the playground equipment in the northwest area of Mound Park. Rotary has offered at least \$2,475 in pledges to these projects. If awarded, this would save the City \$70,000. Motion by Kluss, 2nd by Coon to authorize filing of application for Wellmark Large Match Grant for basketball court and teen playground both located in Mound Park. Motion passed 5-0.

HEARING APPEAL – of Shayleen Hickle and Dakota Meadows on Notice of Non-Compliance (unlicensed and/or inoperable or wrecked vehicles) at 1607 Laurel Street, and action thereon. Ed Leedom gave some background information regarding the compliance letters. He has been working with the property owner but there is an issue outside their control with one of the non-licensed vehicles and he recommended she come to the council to discuss her options. Shayleen gave Council additional information on both vehicles.

Motion by Willrich, 2nd by Kluss approving the Findings of Fact and Order of Council stating the unlicensed 1969 Cutlass on the property does constitute a nuisance under Chapter 51 of the Code of Ordinances and must be licensed by April 8, 2022 and must be parked on an asphaltic or Portland cement concrete paved parking area that extends the entire length of the vehicle. The unlicensed 1972 Gremlin has been classified as being in storage and as promptly as possible it must be moved from the yard and stored in a building under a roof. Motion passed 5-0.

Motion by Coon, 2nd by Strutt to approve Resolution 2022-10 – modifying the Council's December 14, 2021, Findings of Fact and Order of Council with respect to the Notice to Abate a Nuisance directed to Allan and Jill Wheeler, by removing the authority to rock a portion of their property in lieu of being paved. Roll call all ayes, motion passed.

Skye View Estates

Developer Charles Goodall thanked the Planning and Zoning Commission for their patience in the process and presented his newest concept plan to the City Council. Engineer Veenstra discussed the process and timing of moving the development along. Council is generally agreeable to the concept plan.

Motion by Coon, 2nd by Willrich to set public hearing on Application for Annexation filed by Skye View Estates, LLC, of 82.81 acres, more or less, parcel near the intersection of Highway 44 and R Avenue for 7 p.m. on March 8, 2022. Motion passed 5-0.

Walnut Street Streetscape Phase 1

Motion by Kluss, 2nd by Strutt to approve Resolution 2022-7 – ordering construction of the Walnut Street Streetscape Phase 1 Construction Project and fixing a date for hearing thereon (7 p.m. on April 12, 2022) and the taking of bids therefor (2 p.m. on April 7, 2022). Roll call all ayes, motion passed.

Minburn Communications

Beyer, Brown and Slaughter gave a brief overview of the location for the structure to house the broadband and fiber electronics (behind the current public works maintenance facility).

Council reviewed the draft of lease agreement with Minburn Telephone Company d/b/a Minburn Communications.

Motion by Kluss, 2nd by Coon to approve Resolution 2022-8 – proposing to lease to Minburn Telephone Company d/b/a Minburn Communications a parcel of land at the city-owned public works facilities for

construction of a communications structure and to grant an easement for the extension of fiber from that structure to the public right-of-way on Fair View Drive, and setting a public hearing thereon for 7 p.m. on March 8, 2022. Roll call all ayes, motion passed.

Slaughter reported they had several snow events, three water main breaks and are planning to replace 100' of water main on Sycamore Street across Hatton. He stated the water treatment plant project is completed; public works replaced water softener valves and check valves; and repaired the brine pump. Slaughter made council aware that the bottom hatch of the middle softener was welded due to corrosion issues; they have completed equipment repair work; and have been cleaning and organizing at the maintenance facility.

Municipal Water System

Engineer Veenstra stated the project is complete but the west softener has some paint delaminating and corrosion.

Motion by Kluss, 2nd by Willrich to approve Partial Payment Estimate No. 5 (Final) – Krudico, Inc. - \$30,440.00. Motion passed 5-0.

Motion by Kluss, 2nd by Strutt to approve Resolution 2022-11 – accepting the Water Treatment Plant Filter Replacement Project. Roll call all ayes, motion passed.

Hazard Mitigation Project (warning sirens)

Riesselman gave an overview of the proposals received and stated she will work with the FEMA representative and the vendor on some potential cost savings and determine if the city can purchase three sirens instead of two. This would allow the City to also replace the siren at 10th Street.

Motion by Kluss, 2nd by Coon to authorize the City Administrator to finalize the proposal with the firm submitting the lowest proposal compatible with the Dallas County Weather Warn System. Motion passed 5-0.

Motion by Coon, 2nd by Kluss to approve Ordinance No. 567 – amending Chapter 96 of the Code of Ordinances (Building Sewers and Connections) by adding a section relating to the property owner's failure to maintain the sewer service pipe, service line check valve, and sewer line valve, first reading. Roll call all ayes, motion passed.

Annexation Discussion Update - Beyer has heard from a few property owners regarding annexation. Beyer and Coon will work to get a form created and sent to property owners.

\$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022

Motion by Kluss, 2nd by Coon to approve Resolution 2022-9 – authorizing the issuance and levying a tax for the payment thereof. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Strutt to approve tax abatement applications – 7 applications – 1401 Fair View Drive, 1403 Fair View Drive, 600 Oak Court, 605 Oak Court, 606 Oak Court, 122 Lake Shore Drive, 702 Evelyn Avenue. Motion passed 5-0.

Fiscal Year 2023 Budget

Riesselman reported the preliminary budget is complete and the levy rate will be \$12.59299 which is a slight decrease from the current levy rate of \$12.68.

Motion by Coon, 2nd by Strutt to approve Resolution 2022-5 – approving the maximum property tax dollars for Fiscal Year 2022-2023 for the affected levy total. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Coon setting the Public Hearing on Fiscal Year 2022-2023 City Budget for 7 pm on March 8, 2022. Motion passed 5-0.

Motion by Coon, 2nd by Strutt to approve Resolution 2022-6 – Dallas County Emergency Medical Services Affiliation Agreement with Dallas Center Emergency Rescue. Roll call all ayes, motion passed.

Motion by Strutt, 2nd by Willrich to allow review committee to approve Wells Fargo credit card statements when received and to allow City Administrator's office to pay statements, once approved by the review committee.
 Motion passed 5-0.

Mayor's report

Beyer reported Minburn Communications would like to send out a fiber survey to assist with their planning and there will be an item on next month's agenda.

Beyer reported he has received feedback in regard to the Tree Board have only three voting members and suggest an amendment to the ordinance to make it a five-member board.

Beyer also stated he would like to see the City send out a town survey every other year and would like to find a company to assist with this process.

The meeting adjourned at 8:31 pm.

Cindy Riesselman, City Clerk

Claims

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

Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$200.00
Iowa One Call	Dec Serv	\$12.60
Iowa Prison Industries	Signs	\$259.66
Ipers	Ipers	\$4,826.28
Iron Mountain	Jan Serv	\$87.18
Karen McCleary	Jan Serv	\$675.00
Kimball Midwest	Supplies	\$780.20
Robert King	Supplies	\$96.90
Koch Office Group	Copier	\$508.34
Krudico Inc	Water Plant	\$30,440.00
Eddie Leedom	Jan Serv	\$327.65
Library Ideas Llc	Books	\$186.35
Linde Gas & Equipment Inc.	Jan Serv	\$78.18
Logan Contractors Supply Inc	Repairs	\$147.50
Mahon Trucking Llc	Rock	\$3,672.81
Menards	Supplies	\$123.62
Midamerican Energy	Jan Serv	\$6,094.68
Midamerican Energy	Jan Serv	\$612.23
Minburn Communications	Feb Serv	\$54.99
Mosquito Control of Iowa	Spraying	\$7,250.00
Moss Bros, Inc	Snow Blower	\$1,182.08
Municipal Supply Inc	Repairs	\$300.10
Napa Auto Parts	Supplies	\$292.12
Nationwide Retirement Sol	Deferred Comp	\$450.00
Office Depot	Supplies	\$156.09
Rhinehart Excavating, Inc	Jan Serv	\$1,380.00
Treasurer - State of Iowa	Taxes	\$1,010.84
Treasurer - State of Iowa	Taxes	\$2,035.41
April Scrivner	Mileage	\$22.96
Sprayer Specialties, Inc	Supplies	\$104.44
State Hygienic Laboratory	Tests	\$124.00
Storey Kenworthy/Matt Parrott	Supplies	\$2,332.25
Uhs Premium Billing	Insurance	\$362.62
Uhs Premium Billing	Insurance	\$7,704.48
Usa Blue Book	Repairs	\$1,958.79
Veenstra & Kimm	Jan Serv	\$10,500.48
Verizon Wireless	Jan Serv	\$280.07
Treasurer - State of Iowa	Taxes	\$1,081.00
Waste Management	Dec Serv	\$14,093.74
Waste Management	Jan Serv	\$20,018.61
	Total Paid	\$164,763.43
	General	\$82,860.93
	Rut	\$7,710.40
	T&A(Eb)	\$12,997.17
	Water	\$17,384.98

Water Cap Impr	\$34,757.00
Sewer	\$8,914.59
Storm District	\$138.36
Total By Fund	\$164,763.43

Revenues

General Total	\$32,198.11
T&A (Pd) Benevolent	\$0.17
T&A(Ft) Total	\$3.11
T&A(Sc) Total	\$0.60
Capital Improvement	\$42.91
T&A(SI) Total	\$3.32
Rut Total	\$21,573.10
T&A(Eb) Total	\$1,617.64
Local Option Sales Tax	\$38,508.21
Tif Total	\$2,578.84
Burnett Project Total	\$117.58
T&A(Burnett Cap Imp	\$46.06
Debt Service Total	\$13,976.06
Cap Imprv-Arpa	\$28.30
T&A(B) Total	\$0.77
T&A(Y) Total	\$0.76
Water Total	\$39,780.15
Sewer Total	\$32,639.58
Storm District Total	\$4,761.28
Total Revenue by Fund	\$187,876.55

The Dallas Center City Council met in special session February 23, 2022 at 6:00 pm. Mayor Beyer called the meeting to order. Council members present included Angie Beaudet, Daniel Willrich and Amy Strutt. Ryan Kluss and Ryan Coon were present via Zoom.

Motion by Strutt, 2nd Willrich to approve the agenda. Motion passed 5-0.

Xenia Rural Water Service Area

Attorney Brown and Engineer Veenstra discussed the history of Xenia's service territories.

There was discussion regarding the City enforcing its rights to serve areas previously served by City water and purchase of Xenia territory in light of Xenia's recent public statements suggesting a willingness to do so.

Motion by Willrich, 2nd by Strutt to authorize Mayor Beyer, Attorney Brown and Engineer Veenstra to enter into negotiations with Xenia CEO/Board of Directors. Motion passed 5-0.

The meeting adjourned at 6:41 pm.

Cindy Riesselman, City Clerk

TREASURER'S REPORT
CALENDAR 2/2022, FISCAL 8/2022

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	623,500.73	35,167.84	77,261.22	.00	581,407.35
011 T&A (PD) BENEVOLENT	787.00	.15	.00	.00	787.15
015 T&A(FT)	369,609.24	2.79	.00	.00	369,612.03
021 T&A(SC)	12,807.89	.54	.00	.00	12,808.43
029 CAPITAL IMPROVEMENT	201,574.38	38.45	.00	.00	201,612.83
041 T&A(SL)	6,915.30	11.97	.00	.00	6,927.27
110 RUT	142,882.26	20,945.32	6,166.05	.00	157,661.53
112 T&A(EB)	31,545.94	395.56	16,372.52	.00	15,568.98
119 EMERGENCY LEVY FUND	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	936,137.27	32,724.58	4,689.00	.00	964,172.85
125 TIF	7,569.25	155.64	6,567.92	.00	1,156.97
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	627,303.21	105.33	.00	.00	627,408.54
168 T&A(BC)	.00	.00	.00	.00	.00
169 T&A(BURNETT CAP IMPROVE)	316,349.25	41.26	.00	.00	316,390.51
177 T&A(PD)	.00	.00	.00	.00	.00
180 REC TRAIL	.00	.00	.00	.00	.00
200 DEBT SERVICE	222,287.31	11,906.73	.00	.00	234,194.04
301 CAP IMPROVE WASTEWATER	.00	.00	.00	.00	.00
308 CAP IMPROVE - LIBRARY	.00	.00	.00	.00	.00
309 CAP IMPROVE POOL	.00	.00	1,482.21	.00	1,482.21-
310 CAP IMPRV-AMERICAN RESCUE	132,951.15	25.35	.00	.00	132,976.50
501 T&A(B)	15,595.35	.69	.00	.00	15,596.04
502 T&A(Y)	13,565.01	.68	.00	.00	13,565.69
600 WATER	475,613.43	39,397.21	22,016.24	.00	492,994.40
602 WATER CAPITAL OUTLAY	290,098.79	.00	34,757.00	.00	255,341.79
610 SEWER	642,676.91	30,519.81	11,667.59	.00	661,529.13
740 STORM DISTRICT	56,692.45	4,800.36	138.36	.00	61,354.45
Report Total	5,126,462.12	176,240.26	181,118.11	.00	5,121,584.27

BALANCE SHEET
CALENDAR 2/2022, FISCAL 8/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	155.18-	7,188.78
011-000-1110	CHECKING-T&A(PD) BENEVOLENT	.00	.00
015-000-1110	CHECKING-T&A(FT)	.00	.00
021-000-1110	CHECKING-T&A(SC)	.00	.00
029-000-1110	CHECKING-DEPR POLICE	.00	.00
029-000-1111	CHECKING-DEPR NON RUT EQUIP	.00	.00
029-000-1112	CHECKING-DEPR PARK	.00	.00
029-000-1113	CHECKING-DEPR SWIM POOL	.00	.00
029-000-1114	CHECKING-DEPR P/W BLDG	.00	.00
029-000-1115	CHECKING-DEPR FD EQUIP	.00	.00
041-000-1110	CHECKING-T&A(SL)	10.65	12.50
110-000-1110	CHECKING-RUT	15,249.88-	4,752.71
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	979.93-	13.76-
119-000-1110	CHECKING-EMERG LEVY	.00	.00
121-000-1110	CHECKING-LOST	5,779.58-	32,627.99
121-000-1111	CHECKING-LOST PROP TAX RELIEF	.00	.00
121-000-1112	CHECKING-LOST SWIM POOL	.00	.00
125-000-1110	CHECKING-TIF	2,577.78-	.00
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	.00	.00
167-000-1111	CHECKING-T&A(BURNETT REC/POOL)	.00	.00
168-000-1110	CHECKING-T&A(BURNETT LIBRARY)	.00	.00
169-000-1110	CHECKING-T&A(BURNETT CAP IMP)	.00	.00
177-000-1110	CHECKING-T&A(PD) FORFEITURE	.00	.00
180-000-1110	CHECKING-REC TRAIL	.00	.00
200-000-1110	CHECKING-DEBT SERVICE	2,672.39-	.00
305-000-1110	CHECKING-PLAYGROUND EQUIP	.00	.00
307-000-1110	CHECKING-2012 HWY 44 TURN LANE	.00	.00
301-000-1110	CHECKING-CAP IMPROVE SEWER	.00	.00
308-000-1110	CHECKING-CAP IMPROVE - LIBRARY	.00	.00
309-000-1110	CAP IMPROVE POOL-CHECKING	1,482.21-	1,482.21-
310-000-1110	CHECKING-CAP IMPRV ARPA	.00	.00
501-000-1110	CHECKING-T&A(B)	.00	.00
502-000-1110	CHECKING-T&A(Y)	.00	.00
600-000-1110	CHECKING-WATER	7,757.49-	22,098.17
600-000-1111	CHECKING-WATER SINKING	.00	.00
600-000-1112	CHECKING-T&A(M)	.00	.00
600-000-1113	CHECKING-WATER IMPROVEMENT	.00	.00
600-000-1114	CHECKING-WATER RESERVE	.00	.00
602-000-1110	CHECKING-WATER CAP OUTLAY	.00	.00
610-000-1110	CHECKING-SEWER	6,269.37-	23,811.69
610-000-1111	CHECKING-SEWER SINKING	.00	.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	5,348.80-	4,624.90
	CHECKING TOTAL	48,261.96-	93,620.77

BALANCE SHEET
CALENDAR 2/2022, FISCAL 8/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1120	PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1160	SAVINGS-GENERAL	41,938.20-	324,118.57
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.15	787.15
015-000-1160	SAVINGS-T&A(FT)	2.79	14,612.03
021-000-1160	SAVINGS-T&A(SC)	.54	2,808.43
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	6.59	34,548.86
029-000-1162	SAVINGS-DEPR PARK	1.24	6,494.29
029-000-1163	SAVINGS-DEPR SWIM POOL	13.84	72,572.25
029-000-1164	SAVINGS-DEPR P/W BLDG	15.49	81,243.93
029-000-1165	SAVINGS-DEPR FIRE	1.29	6,753.50
041-000-1160	SAVINGS-T&A(SL)	1.32	6,914.77
110-000-1160	SAVINGS-RUT	30,021.76	114,143.61
110-000-1161	SAVINGS-DEPR RUT EQUIP	7.39	38,765.21
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	14,997.03-	15,582.74
119-000-1160	SAVINGS-EMERG LEVY	.00	.00
121-000-1160	SAVINGS-LOST	33,780.57	325,151.31
121-000-1161	SAVINGS-LOST PROP TAX RELIEF	.00	.00
121-000-1162	SAVINGS-LOST SWIM POOL	34.59	181,393.55
125-000-1160	SAVINGS-TIF	3,834.50-	1,156.97
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	40.07	210,142.11
167-000-1161	SAVINGS-T&A(BURNETT REC/POOL)	65.26	342,266.43
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	.00	.00
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	41.26	216,390.51
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	.00	.00
200-000-1160	SAVINGS-DEBT SERV	14,579.12	234,194.04
305-000-1160	SAVINGS-PLAYGROUND EQUIP	.00	.00
307-000-1160	SAVINGS-2012 HWY 44 TURN LANE	.00	.00
301-000-1160	SAVINGS-CAP IMPROVE SEWER	.00	.00
308-000-1160	SAVINGS-CAP IMPROVE - LIBRARY	.00	.00
309-000-1160	CAP IMPROVE POOL-SAVINGS	.00	.00
310-000-1160	SAVINGS-CAP IMPRV ARPA	25.35	132,976.50
501-000-1160	SAVINGS-T&A(B)	.69	3,596.04
502-000-1160	SAVINGS-T&A(Y)	.68	3,565.69
600-000-1160	SAVINGS-WATER	15,146.59	372,892.30
600-000-1161	SAVINGS-WATER SINKING	9,991.87	83,462.37
600-000-1162	SAVINGS-T&A(M)	.00	4,053.88
600-000-1163	SAVINGS-WATER IMPROVEMENT	.00	10,487.68
600-000-1164	SAVINGS-WATER RESERVE	.00	.00
602-000-1160	SAVINGS-WATER CAP OUTLAY	34,757.00-	255,341.79
610-000-1160	SAVINGS-SEWER	14,006.59	549,661.11
610-000-1161	SAVINGS-SEWER SINKING	11,115.00	74,713.67
610-000-1162	SAVINGS-SEWER RESERVE	.00	.00
610-000-1163	SAVINGS-SEWER IMPROVEMENT	.00	13,342.66

BALANCE SHEET
CALENDAR 2/2022, FISCAL 8/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
740-000-1160	SAVINGS-STORM DISTRICT	10,010.80	56,729.55
	SAVINGS TOTAL	43,384.11	3,790,863.50
001-000-1170	CD#47719-GENERAL	.00	250,000.00
001-000-1171	CD-GENERAL	.00	.00
015-000-1170	CD#47614-T&A (FT)	.00	200,000.00
015-000-1171	CD#47719-T&A (FT)	.00	155,000.00
021-000-1170	CD#47614-T&A (SC)	.00	10,000.00
029-000-1170	CD-DEPR POLICE	.00	.00
029-000-1171	CD-DEPR NON RUT EQUIP	.00	.00
029-000-1172	CD-DEPR PARK	.00	.00
029-000-1173	CD-DEPR SWIM POOL	.00	.00
029-000-1174	CD-DEPR P/W BLDG	.00	.00
029-000-1175	CD-DEPR P/W BLDG	.00	.00
029-000-1176	CD-DEPR FIRE	.00	.00
110-000-1170	CD-RUT	.00	.00
110-000-1171	CD-DEPR RUT EQUIP	.00	.00
121-000-1172	CD#47614-LOST SWIM POOL	.00	425,000.00
121-000-1173	CD-LOST SWIM POOL	.00	.00
167-000-1170	CD#47719-T&A(BURNETT REC)	.00	75,000.00
167-000-1171	CD-T&A(BURNETT REC/POOL)	.00	.00
167-000-1172	CD-T&A(BURNETT REC)	.00	.00
168-000-1170	CD-T&A(BURNETT LIBRARY)	.00	.00
169-000-1170	CD-T&A(BURNETT CAP IMPR)	.00	.00
169-000-1171	CD#47614-T&A(BURNETT CAP IMPR)	.00	100,000.00
308-000-1170	CD-CAP IMPROVE LIBRARY	.00	.00
310-000-1170	CD-CAP IMPRV ARPA	.00	.00
501-000-1170	CD#47719-T&A(B)	.00	12,000.00
502-000-1170	CD#47719-T&A(Y)	.00	10,000.00
600-000-1170	CD-WATER	.00	.00
600-000-1171	CD-WATER	.00	.00
610-000-1170	CD-SEWER	.00	.00
	CD'S TOTAL	.00	1,237,000.00
	TOTAL CASH	4,877.85	5,121,584.27

BUDGET REPORT
CALENDAR 2/2022, FISCAL 8/2022

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-110-6010	POLICE-WAGES	.00	.00	.00	.00
001-110-6181	POLICE-CLOTHING	.00	.00	.00	.00
001-110-6210	POLICE-DUES,M'SHIPS, SPE	.00	.00	.00	.00
001-110-6230	POLICE-TRAINING	.00	.00	.00	.00
001-110-6310	POLICE-OFFICE RENTAL/MAI	.00	.00	.00	.00
001-110-6331	POLICE-VEHICLE OPERATION	.00	.00	.00	.00
001-110-6332	POLICE-VEHICLE/EQUIP REP	.00	.00	.00	.00
001-110-6371	POLICE-UTILITIES	.00	.00	.00	.00
001-110-6373	POLICE-TELEPHONE	.00	.00	.00	.00
001-110-6413	PAYMENTS - OTHER AGENCIE	157,564.00	13,130.33	104,494.39	66.32
001-110-6419	POLICE-TECHNOLOGY SERVIC	.00	.00	.00	.00
001-110-6499	POLICE-RESERVE OFFICERS	.00	.00	.00	.00
001-110-6505	POLICE-PIONEER GRANT	.00	.00	.00	.00
001-110-6506	POLICE-OFFICE SUPPLIES	.00	.00	.00	.00
001-110-6507	POLICE-OPERATING SUPPLIE	.00	.00	.00	.00
001-110-6599	POLICE-PUBLIC RELATIONS	.00	.00	.00	.00
011-110-6599	T&A(PD) BENEVOLENT	787.00	.00	.00	.00
029-110-6799	DEPR-POLICE EXPENSE	.00	.00	.00	.00
112-110-6110	POLICE-FICA	9,770.00	814.16	6,467.78	66.20
112-110-6130	POLICE-IPERS	11,890.00	985.51	7,846.79	65.99
112-110-6150	POLICE-GROUP INSURANCE	36,953.00	3,079.44	24,616.57	66.62
112-110-6155	POLICE-CITY SHARE HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	1,078.00	89.82	718.56	66.66
112-110-6170	POLICE-UNEMPLOYMENT	190.00	15.80	124.00	65.26
112-110-6181	POLICE-UNIFORM ALLOWANCE	600.00	50.00	350.00	58.33
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	218,832.00	18,165.06	144,618.09	66.09
001-150-6010	FIRE DEPT-SALARIES	15,000.00	.00	2,180.00	14.53
001-150-6150	FIRE DEPT-GROUP INSURANC	750.00	.00	.00	.00
001-150-6210	FIRE DEPT-DUES	300.00	.00	391.00	130.33
001-150-6230	FIRE DEPT-TRAINING	3,000.00	.00	10.00	.33
001-150-6310	FIRE DEPT-BUILDING MAINT	2,500.00	.00	.00	.00
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	39.90	689.83	22.99
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	.00	2,190.24	19.91
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	135.43	1,096.81	68.55
001-150-6412	FIRE DEPT-HEALTH/FITNESS	1,000.00	.00	.00	.00
001-150-6415	FIRE DEPT-HYDRANT RENT	.00	.00	.00	.00
001-150-6419	FIRE DEPT-TECHNOLOGY SER	4,000.00	178.94	1,816.14	45.40
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	5,000.00	.00	167.52	3.35
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	78.18	472.69	15.76
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	58,000.00	169.17	4,346.58	7.49
015-150-6505	T&A(FT)-EXPENSES	.00	.00	.00	.00
029-150-6504	DEPR-FD MINOR EQUIPMENT	55,000.00	.00	53,639.00	97.53
112-150-6110	FIRE-FICA	1,148.00	.00	166.88	14.54
112-150-6130	FIRE-IPERS	559.00	.00	12.08	2.16
112-150-6150	FIRE-GROUP INSURANCE	.00	2,073.00	2,073.00	.00
112-150-6155	FIRE-CITY SHARE HSA	.00	.00	1.08	.00
112-150-6160	FIRE-WORKER'S COMP	6,500.00	.00	.00	.00
	FIRE TOTAL	171,357.00	2,674.62	69,252.85	40.41
001-170-6407	BUILDING INSPECTION FEES	50,000.00	200.80	15,156.80	30.31
	BUILDING INSPECTIONS TOT	50,000.00	200.80	15,156.80	30.31

BUDGET REPORT
CALENDAR 2/2022, FISCAL 8/2022

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-190-6499	ANIMAL IMPOUNDMENT	500.00	.00	.00	.00
	ANIMAL CONTROL TOTAL	500.00	.00	.00	.00
	PUBLIC SAFETY TOTAL	440,689.00	21,040.48	229,027.74	51.97
001-210-6010	STREETS-WAGES	47,376.00	2,217.29	14,876.94	31.40
001-210-6210	PARKS-DUES	.00	.00	.00	.00
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	.00	118.00	16.86
001-210-6332	STREETS-VEHICLE MAINT	.00	.00	.00	.00
001-210-6417	STREETS-PROJECTS	115,670.00	.00	115,670.00	100.00
001-210-6419	STREETS-TECHNOLOGY SERV	1,800.00	30.01	840.08	46.67
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	.00	406.00	40.60
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,500.00	.00	438.49	29.23
021-210-6417	T&A(SC)-REFUNDS	1,000.00	.00	.00	.00
029-210-6710	DEPR-NON RUT EQUIP	35,000.00	.00	34,033.17	97.24
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	253.12	2,076.68	69.22
110-210-6407	RUT-ENGINEERING	.00	.00	.00	.00
110-210-6408	RUT-LIABILITY INSURANCE	.00	.00	.00	.00
110-210-6417	RUT-STREET REPAIRS/MAINT	104,400.00	.00	98,026.63	93.90
110-210-6425	RUT-SIDEWALK IMPROVEMENT	2,000.00	.00	376.00	18.80
110-210-6490	RUT-FAIR VIEW DR SIDEWAL	13,000.00	.00	8,293.40	63.80
110-210-6504	RUT-STREET EQUIP	.00	.00	.00	.00
110-210-6710	RUT-DEPR EQUIP EXPENSES	35,000.00	.00	34,033.18	97.24
112-210-6110	STREETS-FICA - STREETS	3,624.00	169.63	1,168.72	32.25
112-210-6130	STREETS-IPERS	4,472.00	208.21	1,407.18	31.47
112-210-6150	STREETS-GROUP INSURANCE	11,926.00	952.41	7,173.73	60.15
112-210-6155	CITY SHARE- HSA	2,325.00	29.01	1,255.07	53.98
112-210-6160	STREETS-WORKER'S COMP	5,000.00	.00	.00	.00
112-210-6170	STREETS-UNEMPLOYMENT	.00	.00	.00	.00
112-210-6181	STREETS-UNIFORM ALLOWANC	400.00	.00	400.00	100.00
	ROADS, BRIDGES, SIDEWALK	389,193.00	3,859.68	320,593.27	82.37
110-230-6371	RUT-STREET LIGHTS	22,000.00	.00	11,379.08	51.72
110-230-6509	RUT-STREET SIGNS	2,500.00	259.66	969.46	38.78
	STREET LIGHTING TOTAL	24,500.00	259.66	12,348.54	50.40
110-250-6331	RUT-SNOW REM VEHICLE OPE	3,500.00	682.71	682.71	19.51
110-250-6332	RUT-SNOW REM VEHICLE REP	4,000.00	86.04	86.04	2.15
110-250-6499	RUT-SNOW REM CONTRACT LA	4,000.00	1,920.00	1,920.00	48.00
110-250-6599	RUT-SNOW REM SUPPLIES	10,000.00	2,964.52	5,799.78	58.00
	SNOW REMOVAL TOTAL	21,500.00	5,653.27	8,488.53	39.48
001-290-6010	GARBAGE-WAGES	16,098.00	1,132.17	9,033.47	56.12
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	2,195.00	100.00
001-290-6418	GARBAGE-SALES TAX	5,000.00	466.54	4,213.31	84.27
001-290-6499	GARBAGE-FEES	231,846.00	20,018.61	159,035.25	68.60
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	755.91	1,276.05	106.34
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	1,400.00	93.33
112-290-6110	GARBAGE-FICA	1,231.00	86.60	690.95	56.13
112-290-6130	GARBAGE-IPERS	1,520.00	106.87	849.34	55.88
112-290-6150	GARBAGE-GROUP INSURANCE	10,552.00	440.56	4,668.33	44.24
112-290-6155	GARBAGE-CITY SHARE HSA	1,850.00	20.46	917.16	49.58

BUDGET REPORT
CALENDAR 2/2022, FISCAL 8/2022

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	GARBAGE TOTAL	272,992.00	23,027.72	184,278.86	67.50
001-299-6010	GARAGE-WAGES	29,458.00	2,216.58	18,665.15	63.36
001-299-6310	GARAGE-BUILDING REPAIRS	10,000.00	1,398.59	9,641.17	96.41
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	361.00	2,201.23	62.89
001-299-6332	GARAGE-VEHICLE REPAIRS	26,000.00	254.04	18,844.87	72.48
001-299-6371	GARAGE-UTILITIES	3,500.00	10.00	1,826.01	52.17
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,500.00	328.99	3,403.64	75.64
001-299-6490	STREET TREES	28,000.00	.00	12,153.00	43.40
001-299-6507	GARAGE-OPERATING SUPPLIE	5,000.00	1,266.91	2,874.88	57.50
029-299-6799	DEPR-P/W BLDG EXPENSE	15,000.00	.00	4,605.67	30.70
112-299-6110	GARAGE-FICA	2,254.00	169.60	1,427.98	63.35
112-299-6130	GARAGE-IPERS	2,781.00	207.88	1,737.90	62.49
112-299-6150	GARAGE-GROUP INSURANCE	7,884.00	597.22	4,493.54	57.00
112-299-6155	GARAGE-CITY SHARE HSA	1,463.00	29.01	1,330.47	90.94
112-299-6160	GARAGE-WORKER'S COMP	1,600.00	.00	.00	.00
	OTHER PUBLIC WORKS TOTAL	140,940.00	6,839.82	83,205.51	59.04
	PUBLIC WORKS TOTAL	849,125.00	39,640.15	608,914.71	71.71
001-350-6501	MOSQUITO SPRAYING	8,000.00	7,250.00	7,250.00	90.63
	WATER,AIR,MOSQUITO CONTR	8,000.00	7,250.00	7,250.00	90.63
001-399-6590	COVID-19 EXPENSES	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV	.00	.00	.00	.00
	HEALTH & SOCIAL SERVICES	8,000.00	7,250.00	7,250.00	90.63
001-410-6010	LIBRARY-WAGES	89,269.00	6,229.44	51,312.98	57.48
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	8,000.00	415.00	4,869.33	60.87
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	.00	.00
001-410-6340	LIBRARY-COMPUTER MAINT	6,000.00	.00	.00	.00
001-410-6371	LIBRARY-UTILITIES	16,000.00	592.23	6,156.87	38.48
001-410-6373	LIBRARY-TELEPHONE	2,500.00	305.63	2,582.30	103.29
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,400.00	.00	714.56	51.04
001-410-6502	LIBRARY-BOOKS	16,000.00	834.75	8,290.75	51.82
001-410-6505	LIBRARY-OFFICE FURNITURE	2,000.00	.00	94.25	4.71
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,500.00	203.33	2,076.30	31.94
001-410-6508	LIBRARY-POSTAGE	1,000.00	3.63	92.38	9.24
001-410-6599	LIBRARY-EQUIPMENT	.00	.00	.00	.00
041-410-6502	T&A(SL)-EXPENSES	.00	.00	.00	.00
112-410-6110	LIBRARY-FICA	6,829.00	476.54	3,925.48	57.48
112-410-6130	LIBRARY-IPERS	8,427.00	588.05	4,843.84	57.48
112-410-6150	LIBRARY-GROUP INSURANCE	20,688.00	1,963.21	14,877.30	71.91
112-410-6155	LIBRARY-CITY SHARE HSA	5,000.00	100.00	4,600.00	92.00
112-410-6160	LIBRARY-WORKER'S COMP	250.00	.00	.00	.00
121-410-6770	LOST-CAP OUTLAY LIBRARY	.00	.00	.00	.00
168-410-6721	T&A(BURNETT LIBRARY)-EXP	.00	.00	.00	.00

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
501-410-6502	T&A BOOKS-EXPENSE	.00	.00	.00	.00
	LIBRARY TOTAL	190,613.00	11,711.81	104,436.34	54.79
001-430-6010	PARKS-WAGES	45,721.00	2,861.55	32,729.43	71.59
001-430-6210	PARKS-DUES	.00	.00	.00	.00
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	12,000.00	.00	337.13	2.81
001-430-6320	PARKS-GROUND MAINT/REPAI	12,000.00	292.50	8,669.88	72.25
001-430-6331	PARKS-VEHICLE OPERATION	2,000.00	157.00	1,712.02	85.60
001-430-6350	PARKS-EQUIP REPAIRS	1,000.00	.00	950.20	95.02
001-430-6371	PARKS-UTILITIES	2,500.00	10.00	1,256.74	50.27
001-430-6385	PARKS-PRAIRIE MEADOW GRA	.00	.00	.00	.00
001-430-6390	PARKS-DALLAS COUNTY FOUN	5,000.00	.00	.00	.00
001-430-6399	PARKS-PARK EQUIP/MAINT	20,000.00	96.90	14,289.01	71.45
001-430-6450	PARKS-TREE MAINT	8,500.00	.00	8,540.00	100.47
001-430-6460	TREES PLEASE GRANT EXPEN	2,000.00	.00	.00	.00
001-430-6461	TREES FOREVER GRANT EXPE	1,500.00	.00	1,265.50	84.37
001-430-6495	PARKS-ACTIVITIES	200.00	.00	.00	.00
001-430-6505	PARKS-WELLMARK GRANT	25,000.00	.00	.00	.00
001-430-6507	PARKS-MISC OPERATING SUP	2,000.00	69.05	260.90	13.05
029-430-6720	DEPR-PARK EXPENSES	.00	.00	.00	.00
112-430-6110	PARKS-FICA	3,498.00	218.93	2,503.80	71.58
112-430-6130	PARKS-IPERS	3,523.00	269.34	2,843.01	80.70
112-430-6150	PARKS-GROUP INSURANCE	2,078.00	162.30	1,228.97	59.14
112-430-6155	PARKS-CITY SHARE HSA	413.00	20.01	1,003.89	243.07
112-430-6160	PARKS-WORKER'S COMP	675.00	.00	.00	.00
112-430-6181	PARKS-UNIFORM ALLOWANCE	400.00	.00	.00	.00
167-430-6320	T&A(BURNETT REC)-PARK IM	80,000.00	.00	.00	.00
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	230,208.00	4,157.58	77,590.48	33.70
001-440-6010	SWIM POOL-WAGES	52,650.00	637.02	22,388.74	42.52
001-440-6230	SWIM POOL-TRAINING	500.00	.00	175.00	35.00
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	.00	156.45	1.56
001-440-6350	SWIM POOL-OPER EQUIP REP	1,000.00	.00	.00	.00
001-440-6371	SWIM POOL-UTILITIES	3,500.00	.00	2,755.80	78.74
001-440-6373	SWIM POOL-TELEPHONE	500.00	28.52	230.68	46.14
001-440-6418	SWIM POOL-SALES TAX	2,500.00	.00	735.21	29.41
001-440-6501	SWIM POOL-CHEM/INSPEC	6,000.00	.00	811.05	13.52
001-440-6507	SWIM POOL-OPERATING SUPP	3,000.00	47.96	696.42	23.21
029-440-6599	DEPR-POOL DONATION EXPEN	.00	.00	.00	.00
029-440-6710	DEPR-SWIM POOL EXPENSES	.00	.00	.00	.00
112-440-6110	SWIM POOL-FICA	4,028.00	48.75	1,712.77	42.52
112-440-6130	SWIM POOL-IPERS	722.00	59.60	516.93	71.60
112-440-6150	SWIM POOL-GROUP INS	4,015.00	62.31	1,153.33	28.73
112-440-6155	SWIM POOL-CITY SHARE HSA	663.00	4.01	233.66	35.24
112-440-6160	SWIM POOL-WORKER'S COMP	2,000.00	.00	.00	.00
166-440-6599	T&A(REC PROGRAM) EXPENSE	.00	.00	.00	.00
167-440-6801	T&A(BURNETT REC) PRINCIP	.00	.00	.00	.00
169-440-6750	T&A(BURNETT CAP IMPR)-PA	55,000.00	.00	.00	.00
180-440-6320	REC TRAIL-EXPENSES	.00	.00	.00	.00
180-440-6380	REC TRAIL-PROJ MAIN ST G	.00	.00	.00	.00
180-440-6407	ENGINEERING	.00	.00	.00	.00

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
180-440-6499	REC TRAIL-TRAILHEAD ARTW	.00	.00	.00	.00
180-440-6801	REC TRAIL-BURNETT PRINC	.00	.00	.00	.00
180-440-6851	REC TRAIL-BURNETT INT	.00	.00	.00	.00
502-440-6505	T&A YOUTH-EXPENSES	.00	.00	.00	.00
	RECREATION TOTAL	146,078.00	888.17	31,566.04	21.61
	CULTURE & RECREATION TOT	566,899.00	16,757.56	213,592.86	37.68
001-520-6210	ECON DEV-DUES	4,500.00	.00	4,057.50	90.17
001-520-6371	ECON DEV-UTILITIES	150.00	.00	162.05	108.03
001-520-6402	ECON DEV-ADVERTISING/SIG	1,000.00	.00	.00	.00
001-520-6407	ECON DEV-ENGINEERING	8,000.00	1,548.00	7,862.00	98.28
001-520-6413	ECON DEV-PAYMENT OTHER A	7,500.00	.00	1,734.00	23.12
001-520-6470	ECON DEV-COMPLIANCE	10,000.00	351.35	3,144.81	31.45
001-520-6490	ECON DEV-MISC EXPENSE	3,000.00	.00	.00	.00
001-520-6495	ECON DEV-ACTIVITIES	.00	.00	7,248.00	.00
001-520-6499	ECON DEV-OTHER PROF SERV	5,000.00	.00	2,407.00	48.14
001-520-6761	ECON DEV-WALNUT ST INTER	.00	.00	.00	.00
125-520-6411	TIF-LEGAL EXPENSES	.00	.00	.00	.00
125-520-6499	TIF-PIONEER REBATE AGREE	.00	.00	.00	.00
125-520-6799	TIF-STREETSCAPE	.00	.00	.00	.00
169-520-6499	T&A(BURNETT CAP IMP)-WAL	25,000.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOT	64,150.00	1,899.35	26,615.36	41.49
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	15,000.00	2,952.47	21,726.05	144.84
001-540-6414	P&Z-PUBLICATIONS	100.00	.00	.00	.00
001-540-6490	P&Z-MISC	.00	.00	.00	.00
	PLANNING & ZONING TOTAL	15,100.00	2,952.47	21,726.05	143.88
	COMMUNITY & ECONOMIC DEV	79,250.00	4,851.82	48,341.41	61.00
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	8,000.00	83.33
001-610-6210	MAYOR/COUNCIL-DUES	1,500.00	.00	1,169.00	77.93
001-610-6230	MAYOR/COUNCIL-TRAINING	.00	.00	220.00	.00
001-610-6401	MAYOR/COUNCIL-AUDITS	10,000.00	.00	.00	.00
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,000.00	662.28	3,797.30	63.29
001-610-6419	MAYOR/COUNCIL-TECHNOLOGY	1,500.00	59.94	2,637.06	175.80
001-610-6490	MAYOR/COUNCIL-BONDS/DUES	15,000.00	.00	.00	.00
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	14,000.00	15.90	3,130.88	22.36
112-610-6110	MAYOR/COUNCIL-FICA	734.00	30.60	344.16	46.89
112-610-6130	MAYOR/COUNCIL-IPERS	725.00	.00	407.80	56.25
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	59,059.00	1,168.72	19,706.20	33.37
001-620-6010	CLERK-WAGES	63,957.00	2,847.32	38,815.81	60.69
001-620-6210	CLERK-DUES	150.00	.00	.00	.00
001-620-6230	CLERK-EDUCATION/TRAINING	2,000.00	.00	1,556.11	77.81
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00
001-620-6373	CLERK-TELEPHONE/RADIOS	3,100.00	237.28	1,952.49	62.98
001-620-6419	CLERK-TECHNOLOGY SERVICE	15,000.00	421.80	7,985.23	53.23

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	.00	546.25	54.63
001-620-6505	CLERK-OFFICE EQUIP PURCH	4,000.00	.00	775.00	19.38
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	211.57	2,005.02	46.63
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	59.96	1,277.04	85.14
112-620-6110	CLERK-FICA	4,893.00	217.83	2,969.37	60.69
112-620-6130	CLERK-IPERS	6,038.00	268.79	3,657.51	60.57
112-620-6150	CLERK-GROUP INSURANCE	26,329.00	1,711.43	14,882.64	56.53
112-620-6155	CLERK-CITY SHARE HSA	5,174.00	45.63	2,698.99	52.16
112-620-6160	CLERK-WORKER'S COMP	375.00	.00	.00	.00
	CLERK/TREASURER/ADM TOTA	138,316.00	6,021.61	79,121.46	57.20
001-630-6403	ELECTIONS-EXPENSES	.00	.00	1,092.67	.00
	ELECTIONS TOTAL	.00	.00	1,092.67	.00
001-640-6405	ATTORNEY-MISC EXP	3,000.00	12.00	2,267.35	75.58
001-640-6411	ATTORNEY-RETAINER	31,200.00	2,600.00	20,800.00	66.67
	LEGAL SERVICES/ATTORNEY	34,200.00	2,612.00	23,067.35	67.45
001-650-6310	MEMORIAL HALL-BLDG MAINT	5,000.00	.00	110.92	2.22
001-650-6320	MEMORIAL HALL-MISC EXPEN	1,300.00	129.54	1,172.47	90.19
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	.00	3,728.03	57.35
001-650-6373	MEMORIAL HALL-TELEPHONE	600.00	50.00	350.00	58.33
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	260.00	2,080.00	48.37
001-650-6499	MEMORIAL HALL-ELEV MAINT	1,200.00	.00	1,147.24	95.60
	CITY HALL/GENERAL BLDGS	18,900.00	439.54	8,588.66	45.44
001-660-6408	GENERAL-LIABILITY INSURA	53,000.00	.00	234.00	.44
	TORT LIABILITY TOTAL	53,000.00	.00	234.00	.44
001-699-6490	MISC UNALLOCATED REIMB	5,000.00	17.91	539.99	10.80
	OTHER GENERAL GOVERNMENT	5,000.00	17.91	539.99	10.80
	GENERAL GOVERNMENT TOTAL	308,475.00	10,259.78	132,350.33	42.90
307-210-6407	ENGINEERING	.00	.00	.00	.00
307-210-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
200-210-6801	DS PRINC-2005 STREETS	.00	.00	.00	.00
200-210-6802	DS PRINC-TIF FAIRVIEW	.00	.00	.00	.00
200-210-6803	DS PRINC-2011 STREETS	62,000.00	.00	.00	.00
200-210-6851	DS INT-2005 STREETS	.00	.00	.00	.00
200-210-6852	DS INT-TIF FAIRVIEW	.00	.00	.00	.00
200-210-6853	DS INT-2011 STREETS	14,592.00	.00	7,296.00	50.00
200-210-6899	DS BOND REGISTRATION FEE	1,100.00	.00	600.00	54.55
	ROADS, BRIDGES, SIDEWALK	77,692.00	.00	7,896.00	10.16
305-430-6385	PLAYGROUND-PRAIRE MDWS G	.00	.00	.00	.00
305-430-6390	PLAYGROUND-DALLAS CNTY G	.00	.00	.00	.00
	PARKS TOTAL	.00	.00	.00	.00
200-440-6804	DS PRINC 2022 POOL	.00	.00	.00	.00
	RECREATION TOTAL	.00	.00	.00	.00
200-815-6801	DS PRINC-2001 EDS	.00	.00	.00	.00
200-815-6802	DS PRINC-2001 SRF	.00	.00	.00	.00
200-815-6803	DS PRINC-2020 SRF	48,000.00	.00	.00	.00
200-815-6851	DS INT-2001 EDS	.00	.00	.00	.00
200-815-6852	DS INT-2001 SRF	.00	.00	.00	.00

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
200-815-6853	DS INT-2020 SRF	19,128.00	.00	8,422.17	44.03
200-815-6899	DS BOND REGISTRATIONS FE	2,732.00	.00	1,203.17	44.04
	SEWER/SEWAGE DISPOSAL TO	69,860.00	.00	9,625.34	13.78
200-865-6801	DS PRINC-2016 SW STORM	145,000.00	.00	.00	.00
200-865-6851	DS INT-2016 SW STORM	70,795.00	.00	35,397.50	50.00
200-865-6899	DS BOND REGISTRATION	600.00	.00	250.00	41.67
	STORM DISTRICT TOTAL	216,395.00	.00	35,647.50	16.47
	DEBT SERVICE TOTAL	363,947.00	.00	53,168.84	14.61
308-410-6770	CAP IMPROVEMENT-LIBRARY	.00	.00	.00	.00
	LIBRARY TOTAL	.00	.00	.00	.00
309-440-6407	CAP IMPROVE POOL-ENGINEE	.00	1,482.21	1,482.21	.00
309-440-6799	CAP IMPROVE POOL-EXPENSE	.00	.00	.00	.00
	RECREATION TOTAL	.00	1,482.21	1,482.21	.00
310-750-6374	CAP IMPRV ARPA-EXPENSES	132,333.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	132,333.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	132,333.00	1,482.21	1,482.21	1.12
600-810-6010	WATER-WAGES	80,856.00	6,396.76	52,174.37	64.53
600-810-6110	WATER-FICA	6,185.00	489.37	4,021.98	65.03
600-810-6130	WATER-IPERS	7,633.00	600.76	4,900.44	64.20
600-810-6150	WATER-GROUP INSURANCE	20,368.00	1,073.54	10,142.28	49.80
600-810-6155	WATER-CITY SHARE HSA	3,763.00	62.97	2,892.08	76.86
600-810-6160	WATER-WORKER'S COMP	2,500.00	.00	.00	.00
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
600-810-6210	WATER-DUES	1,500.00	.00	554.95	37.00
600-810-6230	WATER-TRAINING	1,500.00	740.00	860.00	57.33
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	25,000.00	4,675.74	26,930.75	107.72
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	.00	.00	.00
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	108.48	890.01	44.50
600-810-6332	WATER-VEHICLE REPAIRS	500.00	.00	.00	.00
600-810-6340	WATER-OFFICE EQUIP	.00	.00	.00	.00
600-810-6350	WATER-CAPITAL PROJECTS	.00	.00	.00	.00
600-810-6371	WATER-UTILITIES	22,000.00	714.52	14,314.89	65.07
600-810-6373	WATER-TELEPHONE	1,000.00	.00	357.13	35.71
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	483.72	9,536.42	73.36
600-810-6401	WATER-AUDIT	.00	.00	.00	.00
600-810-6407	WATER-ENGINEERING	59,000.00	.00	.00	.00
600-810-6408	WATER-INSURANCE	8,200.00	.00	.00	.00
600-810-6411	WATER-LEGAL	20,000.00	.00	9,807.91	49.04
600-810-6418	WATER-SALES TAX EXPENSE	26,000.00	2,170.39	20,363.73	78.32
600-810-6419	WATER-TECHNOLOGY SERVICE	7,000.00	72.18	3,306.07	47.23
600-810-6499	WATER-TESTS	5,000.00	776.77	3,599.15	71.98
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	.00	9,411.66	28.52
600-810-6506	WATER-OFFICE SUPPLIES	1,700.00	762.21	1,447.50	85.15
600-810-6507	WATER-OPERATING SUPPLIES	3,000.00	.00	161.67	5.39
600-810-6508	WATER-POSTAGE	1,500.00	.00	1,400.00	93.33

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6599	WATER-MISC EXP	2,500.00	2,888.83	3,020.91	120.84
600-810-6780	WATER-CAPITAL IMPROVEMEN	510,000.00	.00	.00	.00
600-810-6801	WATER DEBT-PRINC 1996	.00	.00	.00	.00
600-810-6802	WATER DEBT PRINC 1999	.00	.00	.00	.00
600-810-6803	WATER DEBT-PRINC 2008 WT	.00	.00	.00	.00
600-810-6854	WATER DEPT-INT 2008 WTR	.00	.00	4,243.73	.00
600-810-6805	WATER DEBT-PRINC 2021	110,000.00	.00	.00	.00
600-810-6855	WATER DEBT-INT 2021	9,438.00	.00	.00	.00
600-810-6851	WATER DEBT-INT 1996	.00	.00	.00	.00
600-810-6852	WATER DEBT-INT 1999	.00	.00	.00	.00
600-810-6899	WATER-BOND REGISTRATION	1,063.00	.00	300.00	28.22
602-810-6407	WATER CAP OUTLAY-ENGINEE	.00	4,317.00	24,848.58	.00
602-810-6780	WATER CAP OUTLAY-UTIL SY	.00	30,440.00	248,542.00	.00
	WATER TOTAL	1,010,606.00	56,773.24	458,428.21	45.36
610-815-6010	SEWER-WAGES	76,516.00	6,149.67	49,080.02	64.14
610-815-6110	SEWER-FICA	5,853.00	470.35	3,785.26	64.67
610-815-6130	SEWER-IPERS	7,223.00	577.52	4,611.08	63.84
610-815-6150	SEWER-GROUP INSURANCE	21,730.00	1,233.42	11,327.20	52.13
610-815-6155	SEWER-CITY SHARE HSA	4,349.00	88.90	4,067.60	93.53
610-815-6160	SEWER-WORKER'S COMP	2,500.00	.00	.00	.00
610-815-6181	SEWER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
610-815-6210	SEWER-DUES	350.00	.00	.00	.00
610-815-6230	SEWER-EDUCATION/TRAINING	1,000.00	.00	120.00	12.00
610-815-6310	SEWER-BLDG REPAIR/MAINT	500.00	.00	34.89	6.98
610-815-6320	SEWER-GROUND REPAIR/MAIN	2,500.00	.00	.00	.00
610-815-6331	SEWER-VEHICLE OPERATIONS	1,600.00	108.48	890.00	55.63
610-815-6332	SEWER-VEHICLE REPAIRS	.00	.00	.00	.00
610-815-6340	SEWER-OFFICE EQUIP	.00	.00	.00	.00
610-815-6350	SEWER-OPERATION/MAINT	10,000.00	.00	1,049.76	10.50
610-815-6371	SEWER-UTILITIES	23,000.00	.00	15,914.83	69.19
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	.00	1,200.00	60.00
610-815-6407	SEWER-ENGINEERING	3,800.00	.00	2,619.84	68.94
610-815-6408	SEWER-INSURANCE	12,000.00	.00	.00	.00
610-815-6411	SEWER-LEGAL	.00	.00	.00	.00
610-815-6418	SEWER-SALES TAX EXPENSE	3,823.00	465.38	5,055.53	132.24
610-815-6419	SEWER-TECHNOLOGY SERVICE	7,000.00	119.20	3,538.96	50.56
610-815-6499	SEWER-TESTS	10,000.00	1,674.00	7,900.50	79.01
610-815-6506	SEWER-OFFICE SUPPLIES	200.00	762.22	1,447.66	723.83
610-815-6507	SEWER-SUPPLIES	500.00	.00	161.67	32.33
610-815-6508	SEWER-POSTAGE	1,500.00	.00	.00	.00
610-815-6599	SEWER-ADMIN EXPENSES	2,000.00	18.45	154.53	7.73
610-815-6767	SEWER-FAIR VIEW DR SAN S	.00	.00	.00	.00
610-815-6780	SEWER-CAPITAL OUTLAY PRO	.00	.00	72,854.55	.00
610-815-6801	SEWER DEBT-PRINC-2001 ED	.00	.00	.00	.00
610-815-6802	SEWER DEBT-PRINC 1999	.00	.00	.00	.00
610-815-6803	SEWER DEBT-PRINC WASS	.00	.00	.00	.00
610-815-6804	SEWER DEBT-PRINC 2019 SR	74,000.00	.00	.00	.00
610-815-6851	SEWER DEBT-INT 2001 EDS	.00	.00	.00	.00
610-815-6853	SEWER DEBT-INT WASS	.00	.00	.00	.00
610-815-6852	SEWER DEBT-INT-1999	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 2/2022, FISCAL 8/2022

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6854	SEWER DEBT-INT 2019 SRF	51,958.00	.00	25,978.75	50.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	7,422.00	.00	3,711.25	50.00
	SEWER/SEWAGE DISPOSAL TO	333,724.00	11,667.59	215,903.88	64.70
740-865-6379	STORM DISTRICT-MAINT/REP	15,000.00	.00	13,312.05	88.75
740-865-6407	STORM DISTRICT-ENGINEER	.00	.00	.00	.00
740-865-6411	STORM DISTRICT-LEGAL	.00	.00	.00	.00
740-865-6418	STORM DISTRICT-SALES TAX	1,300.00	108.36	975.24	75.02
740-865-6419	STORM DISTRICT-TECH SERV	1,000.00	30.00	840.02	84.00
740-865-6765	STORM DISTRICT-CAPITAL P	.00	.00	.00	.00
740-865-6801	STORM DISTRICT DEBT-PRIN	.00	.00	.00	.00
740-865-6851	STORM DISTRICT DEBT-INTE	.00	.00	.00	.00
740-865-6899	STORM DISTRICT DEBT-REGI	.00	.00	.00	.00
	STORM DISTRICT TOTAL	17,300.00	138.36	15,127.31	87.44
	ENTERPRISE FUNDS TOTAL	1,361,630.00	68,579.19	689,459.40	50.63
001-910-6910	GENERAL-TRANSFERS OUT	104,772.00	.00	114,874.01	109.64
029-910-6910	DEPR-TRANSFER OUT	.00	.00	.00	.00
110-910-6910	RUT-TRANSFERS OUT	.00	.00	.00	.00
112-910-6910	T&A(EB)-TRANSFER OUT	.00	.00	.00	.00
119-910-6910	EMERGENCY-TRANSFER OUT	.00	.00	.00	.00
121-910-6910	LOST-TRANSFER OUT	189,489.00	4,689.00	37,512.00	19.80
125-910-6910	TIF-TRANSFER OUT	141,237.00	6,567.92	98,107.36	69.46
167-910-6910	T&A(BURNETT REC)-TRANSFE	.00	.00	.00	.00
168-910-6910	T&A(BURNETT LIB)-TRANSFE	.00	.00	.00	.00
169-910-6910	T&A(BURNETT CAP IMP) TRA	.00	.00	.00	.00
180-910-6910	REC TRAIL-TRANSFER OUT	.00	.00	.00	.00
200-910-6910	TRANSFER OUT	.00	.00	.00	.00
307-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00
301-910-6910	CAP IMPR WASTEWTR-TRANSF	.00	.00	.00	.00
308-910-6910	CAP IMPROVE LIBRY-TRANSF	.00	.00	.00	.00
309-910-6910	CAP IMPROV POOL-TRANSFER	.00	.00	.00	.00
310-910-6910	CAP IMPRV ARPA-TRANSFER	.00	.00	.00	.00
600-910-6910	WATER-TRANSFERS OUT	6,000.00	.00	6,000.00	100.00
602-910-6910	WATER CAP OUTLAY-TRANSFE	.00	.00	.00	.00
610-910-6910	SEWER-TRANSFERS OUT	6,000.00	.00	6,000.00	100.00
740-910-6910	STORM DISTRICT-TRANSFER	.00	.00	.00	.00
	TRANSFERS TOTAL	447,498.00	11,256.92	262,493.37	58.66
	TRANSFER OUT TOTAL	447,498.00	11,256.92	262,493.37	58.66
	TOTAL EXPENSES BY FUNCTI	4,557,846.00	181,118.11	2,246,080.87	49.28



Dallas Center Calls for Service

February 2022

Create Date/Time	Call Type	Location
2/1/2022 14:37	FOLLOW UP INVESTIGATION	406 10TH ST, DALLAS CENTER
2/1/2022 15:24	TRAFFIC COMPLAINT	27000 240TH ST, DALLAS CENTER
2/1/2022 17:26	THEFT OF MOTOR VEHICLE	1403 SUGAR GROVE AVE, DALLAS CENTER
2/1/2022 19:44	TRAFFIC HAZARD	240TH ST / R AVE, DALLAS CENTER
2/2/2022 16:30	MVC-PD	904 SUGAR GROVE AVE, DALLAS CENTER
2/2/2022 21:24	911 MISDIAL	15 TH ST / MAPLE ST, DALLAS CENTER
2/3/2022 15:32	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
2/3/2022 18:45	HARASSMENT/THREATS	104 PERCIVAL AVE, DALLAS CENTER
2/3/2022 21:26	HARASSMENT/THREATS	1806 LINDEN ST 9, DALLAS CENTER
2/4/2022 6:39	WARRANT	404 10TH ST, DALLAS CENTER
2/4/2022 9:50	VEHICLE UNLOCK	1008 8TH ST, DALLAS CENTER
2/4/2022 16:33	FOLLOW UP INVESTIGATION	104 PERCIVAL AVE, DALLAS CENTER
2/4/2022 16:59	EXTRA WATCH	309 HIGHVUE TER, DALLAS CENTER
2/4/2022 18:25	TRAFFIC STOP	12TH ST / SUGAR GROVE AVE, DALLAS CENTER
2/4/2022 21:04	TRAFFIC STOP	WALNUT ST / 15TH ST, DALLAS CENTER
2/5/2022 3:55	EXTRA WATCH	309 HIGHVUE TER, DALLAS CENTER
2/6/2022 1:48	PREMISES CHECK	304 HATTON AVE, DALLAS CENTER
2/6/2022 2:10	EXTRA WATCH	802 PERCIVAL AVE, DALLAS CENTER
2/6/2022 13:24	CIVIL DISPUTE	1800 LINDEN ST, DALLAS CENTER
2/6/2022 21:51	MEDICAL/AMBULANCE TRIP	1101 WALNUT ST, DALLAS CENTER
2/7/2022 8:59	911 HANGUP	HATTON AVE / WALNUT ST, DALLAS CENTER
2/7/2022 9:11	TRAFFIC HAZARD	1204 LINDEN ST, DALLAS CENTER
2/7/2022 11:39	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2/7/2022 19:48	FIRE ALARM	101 14TH ST, DALLAS CENTER
2/7/2022 19:55	MEDICAL/AMBULANCE TRIP	1107 SUGAR GROVE AVE 13, DALLAS CENTER
2/7/2022 23:37	EXTRA WATCH	309 HIGHVUE TER, DALLAS CENTER
2/8/2022 12:57	MOTORIST ASSIST	2500 240TH ST, DALLAS CENTER
2/9/2022 14:36	TRAFFIC STOP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2/9/2022 16:30	911 MISDIAL	240 TH ST / ORDER DR, DALLAS CENTER
2/10/2022 15:27	MOTORIST ASSIST	230TH ST / N AVE, DALLAS CENTER
2/10/2022 16:04	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
2/10/2022 18:27	TRAFFIC STOP	2529 240TH ST, DALLAS CENTER
2/11/2022 16:46	SUSPICIOUS	1308 WALNUT ST, DALLAS CENTER

2/12/2022 9:12	CIVIL DISPUTE	129 LAKE SHORE DR, DALLAS CENTER
2/12/2022 14:13	DOMESTIC	521 SYCAMORE ST, DALLAS CENTER
2/12/2022 23:36	SUSPICIOUS	900 SYCAMORE ST, DALLAS CENTER
2/13/2022 0:05	EXTRA WATCH	802 PERCIVAL AVE, DALLAS CENTER
2/13/2022 0:18	PREMISES CHECK	304 HATTON AVE, DALLAS CENTER
2/13/2022 11:08	WELFARE CHECK	805 15TH ST, DALLAS CENTER
2/13/2022 20:11	NOISE COMPLAINT	1005 8TH ST, DALLAS CENTER
2/14/2022 12:27	MEDICAL/AMBULANCE TRIP	307 14TH ST C, DALLAS CENTER
2/15/2022 11:07	CIVIL PAPER	502 15TH ST, DALLAS CENTER
2/15/2022 11:16	CIVIL PAPER	1206 SUGAR GROVE AVE, DALLAS CENTER
2/16/2022 2:50	EXTRA WATCH	309 HIGHVUE TER, DALLAS CENTER
2/16/2022 8:33	TRAFFIC STOP	13TH ST / CHERRY ST, DALLAS CENTER
2/16/2022 10:24	HARASSMENT/THREATS	1605 WALNUT ST, DALLAS CENTER
2/16/2022 11:49	FORGERY/FRAUD	590 SUGAR GROVE AVE, DALLAS CENTER
2/16/2022 15:50	TRESPASS	801 9TH ST, DALLAS CENTER
2/16/2022 16:09	FIRE ALARM	1204 13TH ST, DALLAS CENTER
2/17/2022 1:58	PREMISES CHECK	304 HATTON AVE, DALLAS CENTER
2/18/2022 20:49	ALARM	590 SUGAR GROVE AVE, DALLAS CENTER
2/18/2022 23:19	ALARM	1202 SUGAR GROVE AVE, DALLAS CENTER
2/19/2022 13:18	MEDICAL/AMBULANCE TRIP	104 PERCIVAL AVE, DALLAS CENTER
2/20/2022 13:31	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
2/20/2022 20:02	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
2/20/2022 20:09	TRAFFIC STOP	SUGAR GROVE AVE / 10TH ST, DALLAS CENTER
2/21/2022 14:58	FOLLOW UP INVESTIGATION	801 9TH ST, DALLAS CENTER
2/22/2022 6:08	ALARM	590 SUGAR GROVE AVE, DALLAS CENTER
2/22/2022 12:15	RETURN PHONE CALL	1400 VINE ST, DALLAS CENTER
2/23/2022 7:35	MVC-PD	VINE ST / 13TH ST, DALLAS CENTER
2/23/2022 12:36	MVC-PD	SUGAR GROVE AVE / 14TH ST, DALLAS CENTER
2/23/2022 15:28	FOLLOW UP INVESTIGATION	801 9TH ST, DALLAS CENTER
2/23/2022 16:46	MEDICAL/AMBULANCE TRIP	104 PERCIVAL AVE, DALLAS CENTER
2/23/2022 17:31	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2/24/2022 0:12	SUSPICIOUS	9TH ST / VINE ST, DALLAS CENTER
2/25/2022 13:35	CIVIL PAPER	1000 WALNUT ST, DALLAS CENTER
2/25/2022 16:18	ALARM	1915 SUGAR GROVE AVE, DALLAS CENTER
2/25/2022 16:52	WELFARE CHECK	1107 SUGAR GROVE AVE 15, DALLAS CENTER
2/27/2022 16:08	TRAFFIC STOP	QUINLAN AVE / 240TH ST, DALLAS CENTER
2/27/2022 16:42	TRAFFIC STOP	SUGAR GROVE AVE / 15TH ST, DALLAS CENTER
2/27/2022 21:27	MEDICAL/AMBULANCE TRIP	1503 WALNUT ST, DALLAS CENTER
2/27/2022 22:53	911 MISDIAL	MAPLE ST / 14 TH ST, DALLAS CENTER
2/28/2022 13:08	INFORMATION	801 9TH ST, DALLAS CENTER
2/28/2022 16:12	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER

2/28/2022 17:00	911 MISDIAL	PERCIVAL AVE / SYCAMORE ST, DALLAS CENTER
2/28/2022 18:08	ANIMAL BITE/ATTACK	600 HICKORY CT, DALLAS CENTER
2/28/2022 20:33	TRAFFIC STOP	11TH ST / SUGAR GROVE AVE, DALLAS CENTER
Total	365 HOURS PATROL, 12 HOURS ON CALLS, 377 HOURS TOTAL, 320 REQUIRED	77

FEBRUARY 2022 CODE ENFORCEMENT REPORT DALLAS CENTER

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
		BEGIN 2017				
		BEGIN 2019				
2019-042	1401 Walnut	Property Maintenance	4/24/2019	5/28/2019 6/20/19	Advisory/ 5/20/19 Certified 7/21/21 new owner Advisory	
2019-065	1201 Walnut	Junk & Vehicles	5/29/2019	6/13/2019 8/2/19 9/30/21	Advisory 6/19/19 sent new pictures- 7/17/19 Certified - 9/10/21 Certified	
		BEGIN-2020				
2020-139	804 Fairview	Junk	10/20/2020	10/27/2020 11/18/20 12/18/20 1/4/21 6/17/21 7/8/21	M- 11/2/20 Advisory-12/1/20 Certified- 12/21/20 FINAL 5/26/21 new violations Cert.- 6/22/21 FINAL 8-2-21 Refer to city	
2020-166	1506 Cherry	Junk	12/10/2020	12/15/2020 1/2/21 1/21/21 2/18/21 3/18/21 7/8/21	M- 12/17/20 Advisory- 1/5/21 Certified- 2/2/21 FINAL- 3/1/21 FINAL ii	
		BEGIN 2021				

2021-021	1201 Vine	Junk & Vehicles	2/22/2021	3/4/2021 3/18/21 5/14/21 6/17/21	M- 3/1/21 Advisory- 4/28/21 Certified- 5/26/21 FINAL	
2021-090	702 Oak Ct	Grass	7/21/2021	7/29/2021	Advisory	
2021-091	700 Oak Ct	Grass	7/21/2021	7/29/2021	Advisory	
2021-093	1205 Walnut	Grass	8/3/2021	8/11/2021	Advisory	
2021-113	1607 Laurel	Vehicle & Parking	8/31/2021	9/16/2021 11/11/21 12/9/21 4/8/22	Advisory- 10/26/21 Certified- 11/23/21 FINAL	
2021-119	1406 Sugar Grove	Parking	9/16/2021	10/4/2021 12/9/21 3/15/22	Advisory- 10/26/21 Talked to Brian-11/23/21 Certified 12/14/21 Council gave 90 days	2/2/2022
2021-121	1506 Sycamore	Vehicle & Parking	10/12/2021	10/29/2021	Advisory	
2021-122	307-10	Grass	10/26/2021	11/9/2021	M	
2021-123	1006 Vine	JUNK R.O.W.	10/26/2021	11/9/2021	M	
2021-125	302-14	Grass	10/26/2021	11/9/2021	Advisory	
2021-126	1709 Laurel	JUNK R.O.W.	10/26/2021	11/9/2021	M	
2021-132	1005-8	Junk	11/23/2021	12/7/2021 1/6/22	M- 12/21/21 Advisory-	
2021-135	1229 Maple	Junk	11/23/2021	12/9/2021 1/6/22	Advisory- 12/21/21 Certified	
2021-144	705-9	Junk & Vehicles	12/21/2021	1/2/2022	Advisory	2/2/2022
		BEGIN 2022				
2022-001	1000 Walnut	Junk	1/4/2022	1/19/2022	Advisory	2/16/2022
2022-002	800 Vine	Junk	1/4/2022	1/18/2022	M	
2022-004	305 Kellogg	Junk	1/4/2022	1/18/2022	M	2/2/2022
2022-006	300-14	Junk	1/18/2022	2/1/2022	M	2/16/2022
2022-007	106-14	Vehicle	2/2/2022	2/15/2022	M	
2022-008	607-13	Vehicle	2/2/2022	2/15/2022 3/4/22	M- 2/16/22 Advisory	

2022-009	600-15	Junk	2/2/2022	2/15/2022	M	
2022-010	601 Percival	Junk	2/2/2022	2/15/2022	M	2/16/2022
2022-011	504-10	Junk	2/16/2021	3/4/2022	Advisory	
2022-012	1200 Laurel	Junk	2/16/2021	3/1/2022	M	
2022-013	104 Percival	Junk	2/16/2021	3/4/2022	Advisory	
2022-014						

FIRE & EMS REPORT

February 2022

Total calls : 15

FIRE 5 total

1 structure fire

1 Mutual aid Adel

2 outside fires

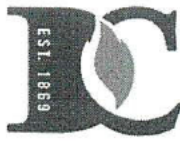
1 MVC

EMS 10 Total

10 calls for service (8 City/2 Rural)

Monthly Water Report

Date	Feb-22																							
Water Plant																								
Total Gal.>	4,295,600	Max	279,500	Min	110,100	Avg	153,400	Gpm	251															
Total Hrs.>	290.7	Max	21	Min	6.8	Avg	10.4																	
Last Month.>	2,023,700	Max	307,100	Min	0	Avg	65,300	Gpm	110															
Last Year.>	5,110,900	Max	272,600	Min	141,300	Avg	182,500	Gpm	241															
Lbs.of Chlorine	636	Lbs of Fluoride	41	Gallons of salt brine	7,284																			
Chlorine.Mg/l	0.84	Fluoride.Mg/l	0.8	Hardness. Mg/l	96	Iron. Mg/l	0.02	Nitrate.Mg/l																
Well																								
Date	2/8/2022																							
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm				
Well # 7	26	10	16	130																				
Well # 9	30	12	18	120																				
Well # 10	32	10	22	120																				
Well # 11	28	10	18	240																				
Water Meters																								
	New Installs				Read In																			
	Replace Meter				Read Out																			
	Replace Radio				Shut off For nonpayment																			
	Read																							
	Repair																							
Fire Hydrants																								
	New Install				Flush Hyd				Repair Hyd															
Water Plant																								
Water Tower																								
Reservoir																								
Dist. System																								
2/7/22 - 4" water main break in the 100 block of 15th St.																								
2/18/22 - 4" water main break at Percival & Laurel																								
2/24/22 - 4" water main break at Hatton & Linden																								
2/25/22 - 4" water main break at Hatton & Sycamore																								
Wells																								
2/8/2022 - Tested Wells 7-9-10-11 no issues																								
Other																								



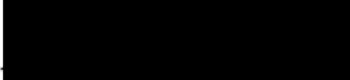
DALLAS CENTER
{ Quietly PROGRESSIVE }

CITY OF DALLAS CENTER STREET CLOSING PERMIT REQUEST

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

Applicant/Organization: Seasonal Fun Committee / Meg Dickinson

Address: 1404 Walnut St.

Phone: 

Contact Person: Meg Dickinson

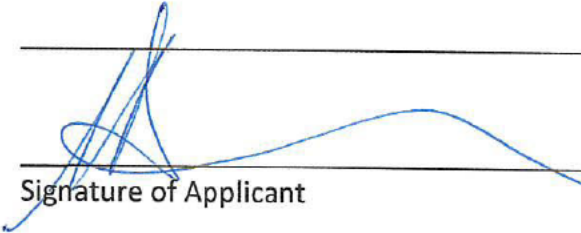
Address: 

Phone: 

Date of Event: 4/16/22 Time: 9am to 11am

Nature of Activities: Easter Egg Hunt / Celebration

Streets/Intersections Requested to Be Blocked Off:
Walnut St- between 13th and 14th St.

 _____
Signature of Applicant Date 22 Feb 2022

City Council Approved
 Denied

Copies to: PD
 FD
 PW

☺ Restaurants

🏨 Hotels

🎡 Attractions

🚗 Transit

P Parking

🏪 Pharmacies

🏧 ATMs



14th St

14th St

14th St

13th St

13th St

13th St

Walnut St

Walnut St

Walnut St

Raccoon River Valley Trailhead

Heritage Park

D C Muffler Shop
Muffler shop

Brown Eyed Girl

ed Gate Customs
Custom t-shirt store

Korner Kone

United States
Postal Service

Raccoon River-Valley-Trail

R16

oods

THE IOWA DISTRICT COURT FOR DALLAS COUNTY**JULIE BECKER,****Plaintiff,****vs.****DALLAS CENTER BOARD OF
ADJUSTMENT,****Defendant.****Case No. CVCV042711****RULING ON PETITION FOR WRIT OF
CERTIORARI**

Before the Court is the Writ of Certiorari filed by the plaintiff on December 3, 2020. The matter was heard on December 10, 2021. The plaintiff, Julie Becker, was represented at the hearing by James Nervig. The defendant, Dallas Center Board of Adjustment (the "Board"), appeared through Sean O'Brien and Nicci Ledbetter. After hearing the arguments of counsel and reviewing the court file, including the briefs and evidence filed by both parties, the Court now enters the following ruling.

I. BACKGROUND FACTS AND PROCEEDINGS.

Becker lives at 1605 Walnut Street, Dallas Center, Polk County, Iowa. Non-parties Jeffrey Weddle and Karmen Weddle ("Applicants") own property located at 1607 Walnut Street, Dallas Center, Polk County, Iowa (the "Subject Property"). The Subject Property is immediately next door to Becker's residence. The Subject Property was originally constructed in 1913 as the First Presbyterian Church and was utilized as a church until 1997 when it was sold and converted into a residence. DEF0128.

Iowa Code section 414.7 states that the City Council shall provide for the appointment of a board of adjustment and shall provide that the board of adjustment may in appropriate cases and subject to appropriate conditions and safeguards make special exceptions to the terms of the zoning ordinances in harmony with its general purpose and intent. Dallas Center Zoning Ordinance ("DCZO") section 165.13 sets forth rules and regulations related to the Board of Adjustment. DCZO 165.13(4) outlines the Board's jurisdiction and powers. DCZO 165.13(4)(c) further states that the Board has the power to permit exceptions to the District regulations set forth in this chapter, provided all exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety, and shall not diminish or impair established property values in surrounding areas. DEF0021.

On September 22, 2020, Applicants presented a special use permit request to the Plan and Zoning Commission, which recommended that the Council approve the request. Applicants then submitted a request for a Special Use Permit with the Dallas Center City Council. It included a request to utilize the Subject Property for small gatherings for religious and celebratory functions, which uses may be for a fee which will generate income to the owners. DEF0168. The Dallas Center City Council approved the Special Use Permit on October 13, 2020, with specific limitations, as Resolution No. 2020-77. DEF0140.

On October 15, 2020, Applicants submitted to the Board a request that the Board permit an exception to the R-1 Zoning District regulations for the Subject Property.

DEF0180. The exception would permit Applicants to utilize the Subject Property for the same uses stated in the Special Use Permit, which would broadly be small gatherings, and would charge a fee for the use of the Subject Property. DEF0181.

The Board considered the request at a public hearing was held on November 9, 2020. Prior to the hearing, Becker filed a Resistance. In the Board's Findings of Fact section of its Decision, it found that the exception met the requirements listed in DCZO 165.13(4)(c). Additionally, the Board concluded that in absence of charging a fee, the "proposed use for small gatherings would be a permitted use in the R-1 Zoning District, since the Zoning Code does not regulate the number of guests a homeowner may invite into their home." DEF0129. Ultimately the Board found that the requested uses in a personal residence possess characteristics of such "unique and special form as to make impractical their being included automatically in any classes of use set forth" in the DCZO Districts, and are "appropriate for the issuance of a special exception." *Id.* The minutes of the November 9, 2020, and November 30, 2020 Board meetings were approved on December 7, 2020. DEF0188.

Relevant to the issues at hand are the following code sections of the Dallas Center Zoning Ordinance. Chapter 165, section 3, subsection 26 defines "commercial use" as the barter, exchange, sale, service or trade of goods, materials, or services, either tangible or intangible for financial, material or monetary gain. DEF0004. 165.03(98) provides that a "special permit" is the authorization of a zoning certificate for an unclassified or special use of a lot by the Council following a review of the application for use, by the Planning and Zoning Commission. DEF0014. Additionally, a special permit may be issued only for those uses listed under the "Unclassified and Special Uses" in

chapter 165. *Id.* A “variance” is a modification of the specific regulations of chapter 165 granted by the Board of Adjustment in accordance with the terms of chapter 165 for the purpose of assuring that no property, because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and district. DEF0016.

During the meeting, one of the Board members asked the Applicants how many people would be in the Subject Property for the small gatherings. Jeffrey Weddle, stated:

16 Additionally, Sandy and board,
17 several of the policies that I have looked into
18 for - - for special liability insurance are limited
19 at - - at 30 people.

DEF0219. The discussion of any traffic congestion and parking continues throughout the meeting and primarily in Board Members Sandy Gannon and Eliza Johnson's closing thoughts. DEF0243 (stating respectively that “the parking doesn't concern me” and “the parking hasn't been an issue”). At the hearing, the Board first discussed whether it had the authority to grant the exception then asked questions regarding how large the gatherings would be, parking, and if alcohol would be served or sold during the gatherings. The Board unanimously voted to grant the exception. DEF0252. The Board filed its written decision to grant the exception on November 10, 2020.

Becker filed her petition seeking a Writ of Certiorari on December 3, 2020. The Board filed its Return on Writ of Certiorari on February 12, 2021, and its Supplemental Return on Writ of Certiorari on February 15, 2021. On August 18, 2021, the Court granted a “Stipulation RE Trial” jointly filed by counsel for Becker and Dallas Center. The order stated that an evidentiary trial is waived and the case will be submitted on a stipulated

record consisting of the documents contained with the Return on Writ of Certiorari. On December 6, 2021, the Board filed a Motion to Strike an argument first made by Becker in her reply brief. The Motion to Strike was denied during the hearing on December 10, 2021, and filed the same day with instructions for the Board and Becker to file a sur-reply and reply to sur-reply. The Board filed its sur-reply on December 14, 2021. Becker filed her reply on December 17, 2021.

II. SCOPE AND STANDARD OF REVIEW.

Iowa Code chapter 414 addresses city zoning boards. Iowa Code Section 414.15 (2019) states:

Any person or persons, jointly or severally, aggrieved by any decision of the board of adjustment under the provisions of this chapter, or any taxpayer, or any officer, department, board, or bureau of the municipality, may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty days after the filing of the decision in the office of the board.

The court may reverse or affirm, wholly or partly, or may modify the decision brought up for review. Iowa Code § 414.18.

“A party may present a certiorari action when authorized by a statute or when an inferior tribunal, board, or officer, exceed its jurisdiction or otherwise acted illegally in executing judicial functions.” *Ames 2304, LLC v. City of Ames, Zoning Bd. of Adjustment*, 924 N.W.2d 863, 867 (Iowa 2019) (internal citations omitted); *Bowman v. City of Des Moines Mun. Hous. Agency*, 805 N.W.2d 790, 796 (Iowa 2011) (citing Iowa R. Civ. P. 1.1401). “An inferior tribunal commits an illegality if the decision violates a statute, is not supported by substantial evidence, or is unreasonable, arbitrary, or capricious.” *Id.* “Evidence is considered substantial when reasonable minds could

accept it as adequate to reach a conclusion.” *Vance v. Iowa Dist. Court for Floyd Cty.*, 907 N.W.2d 473, 476 (Iowa 2018). We are bound by the findings in the record if there is substantial evidence to support the inferior tribunal’s decision. *Bowman*, 805 N.W.2d at 796.

III. MERITS.

A. Jurisdiction of the Board of Adjustment.

Becker argues the Board acted illegally in approving the requested exception because the Board did not have the jurisdiction nor the authority to grant special exceptions beyond what was granted by the Iowa Code. She contends the specific terms of the DCZO do not grant jurisdiction and authority for the Board to grant a special use permit for a commercial community center in an R-1 Single-family Residential district. A board of adjustment “cannot alter the zoning ordinances by granting variances; it may not legislate.” *Graziano v. Bd. of Adjustment of City of Des Moines*, 323 N.W.2d 233, 237 (Iowa 1982). The power to change zoning restrictions belongs to the city council; a board of adjustment’s power to grant variances should be used “sparingly.” *Id.* Boards of adjustment have a “delicate jurisdiction and one easily abused.” *Greenawalt v. Bd. of Adjustment of City of Davenport*, 345 N.W.2d 537, 541 (Iowa 1984) (citation omitted).

Iowa Code section 414.7 provides that in the regulations and restrictions adopted pursuant to the authority of chapter 414, the city council shall provide that the board of adjustment may in appropriate cases and subject to appropriate conditions and safeguards make special exceptions to the terms of the ordinances “in harmony with the general purpose and intent of the ordinances and in accordance with general or specific rules contained in the ordinances.” Iowa Code section 414.12(1) grants a municipal board

of adjustment the power to consider an appeal of an administrative decision made by a city staff member. Second, the board has the power to grant a special permit also known as an exception and conditional use when specific criteria set out in the text of a zoning ordinance are met. Iowa Code § 414.12(2). Under Iowa Code section 414.12(3), a board of adjustment may grant a zoning variance if it would “not be contrary to the public interest” and “where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance shall be observed and substantial justice done.”

The DCZO outlines the Board’s power and duty to permit exceptions to the district regulations in section 165.13(4)(c). This section permits an exception provided the exception by its design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety, and shall not diminish or impair established property values in surrounding areas. DCZO § 165.13(4)(c).

The Board argues that the Court does not need to proceed to the additional language within the DCZO when considering whether or not it has the power to grant an exception to the zoning regulations. The Court will first discuss the additional language argued to control this case.

Becker points the Court to DCZO section 165.40 regarding special uses. Section 165.40 grants the authority to issue special use permits to the City Council. 165.44(5)(C) allows the City Council to issue a special permit to authorize the location of a community building or recreation field, in any district from where they are prohibited by this chapter.

The issuance of special use permits is quasi-judicial or administrative. *Holland v. City Council of Decorah*, 662 N.W.2d 681, 687 (Iowa 2003). "Special use permit" allows property to be used in a manner that is conditionally allowed by ordinance. *Cyclone Sand and Gravel Co. v. Zoning Bd. of Adjustment of City of Ames*, 351 N.W.2d 778, 781 (Iowa 1984). Under Iowa Code chapter 414 and the terminology used by the courts and other authorities in dealing with zoning problems that "special exceptions" includes "special uses," and that both must be placed within the jurisdiction of the board of adjustment. *Depue v. City of Clinton*, 160 N.W.2d 860, 862 (Iowa 1968). "There can be little doubt that power conferred on the board by state statute may not be limited by city ordinance. Insofar as this ordinance conflicts with [the statute] the statute controls." *Id.* at 863. The two code sections regarding the jurisdiction and power of the Board and city council conflict here. Similar to *Depue*, the power of a board by state statute to grant special exceptions or variances must control over the city ordinance granting that authority to the city council. Therefore DCZO section 165.40(3) cannot be construed to limit the Board's powers beyond the powers granted by the Iowa Code. DCZO section 165.13(4)(c) and Iowa Code section 414.12(2) control the request of an exception by the Applicants in these circumstances.

The Board was within its jurisdiction and authority to grant the Applicants' request for an exception pursuant to the DCZO and Iowa Code. The Board's authority is not too broad to render zoning districts obsolete because of the conditions for such exceptions stated in the Iowa Code and DCZO. The Court will next discuss whether the record supports the Board's decision to grant the exception.

B. Record Sufficiency.

Becker further argues that the Board's decision failed to set forth findings of fact that support the conclusion that the proposed use would satisfy the standards in section 165.13(4)(c) of the DCZO. In order to obtain an exception, Applicants bear the burden to prove the requirements listed in DCZO 165.13(4)(c). As referenced above, DCZO section 165.13(4)(c) states that the Board has the power to permit exceptions to the District regulations set forth in this chapter, provided all exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, shall not impair an adequate supply of light and air to adjacent property, shall not increase congestion in the public streets, shall not increase public danger of fire and safety, and shall not diminish or impair established property values in surrounding areas. DEF0021.

The primary concerns in which Becker seems to raise in this writ is congestion and safety. Here, the Board specifically asked Applicants the capacity of the "small gatherings." As quoted above, Applicants provided that the small gatherings will be approximately thirty people.

In addition, the Applicants stated that they will not be serving or providing alcohol for any of the small gatherings that take place in their residence, which was a concern of multiple board members. The Board provided a written decision that was filed the day after the public hearing. Within its decision, the Board listed a specific "Findings of Fact" section and certain restrictions to the commercial use of the Subject Property. First, the Board found that there is sufficient space for the small gatherings proposed by Applicants

based on the square footage of both the main floor and basement space and photographs Applicants submitted of the two areas. DEF0097. Second, the Board found, based on their own experience and evidence provided by Applicants and others in support of the exception, that when the Subject Property was a church the church activities did not increase the congestion of public streets. *Id.* Third, Applicants have erected a screen fence between the Subject Property and Becker's property. *Id.*

The restrictions imposed by the Board will also safeguard the welfare of Becker and other residents in the neighbor. Namely that occupancy may not exceed any State Fire Marshall regulations, the Subject Property may be utilized Monday through Sunday from 8:00am to 10:00pm, no excessive noise, no streets may be blocked by parked vehicles, and lighting will be restricted to that which is customary for residential lighting. DEF0098-99.

Becker further contends that the Board did not explicitly reference the off-street parking and loading area requirements as outlined in DCZO section 165.41. The intent of this section is to prevent traffic congestion and to provide for proper traffic safety. DCZO § 165.41. Becker states that the mandatory minimum off-street parking spaces mandated by this code section is 40.97 based on the square footage of the two locations where small gatherings will be held. DCZO section 165.41(2) requires that in all districts, except the "C-1" Traditional Central Business District, in connection with every commercial use, space for parking and storage of vehicles shall be provided in accordance with a specific schedule. In case of any building, structure or premises, the use of which is not specifically mentioned, the provisions for a use which is mentioned and to which said use is similar, shall apply. *Id.* If no similar use is identified, parking spaces required shall be determined

based upon anticipated peak usage. *Id.* A “community center” or “commercial community center” are not specifically mentioned in the code section. Therefore a similar use must apply. Becker suggests that a commercial community center is most similar to an “assembly hall” that requires one parking space for each one hundred square feet of floor area devoted to patron use, or one parking space for each four seats of maximum seating capacity, whichever is greater. DCZO § 165.41(2)(E). While the Subject Property was a church, it was required to provide one parking space for each three seats (one parking space for each six feet of pew space) and one parking space for each classroom. *Id.* at 165.41(2)(D).

Even though the Board did not explicitly cite section 165.41 for the mandatory off-street parking spaces, the record reflects that there is sufficient parking around the Subject Property. Applicants are not required to provide a private parking lot that has 40.97 (41) parking spaces to meet the off-street parking requirements. Additionally, Becker seems to miss the sole intent of this code section which is to “prevent traffic congestion and provide for proper traffic safety.” Similar language is used in DCZO section 165.13(4)(c) that the exception “shall not increase congestion in the public streets.” During the public hearing, the Board expressed its concerns as to off-street parking and congestion and found that granting the exception would not impact traffic congestion. DEF0220-221; DEF0228; DEF0248. Visitors are allowed to park their vehicles where it is legal to do so on public streets.

Accordingly, Applicants did provide sufficient evidence to show the requested “commercial community center” would be an allowable exception to the zoning ordinance in an R-1 district. Parties for and against the exception were allowed to speak directly to

the Board. The Board considered the specific conditions stated in DCZO section 165.13(4)(c). The Court will not disturb the Board's decision because substantial evidence in the record exists to support its decision.

The Court concludes there is substantial support for the Board's determination that the Applicant met its burden. As such, Becker has not established the illegality of the Board's action. *Graziano*, 323 N.W.2d at 237.

IV. CONCLUSION AND DISPOSITION.

For all of the reasons set forth above, the Court concludes the Board did not act illegally in granting the exception to Applicants because there is substantial evidence to support such decision.

"Costs shall not be allowed against the board, unless it shall appear to the court that the board acted with gross negligence or in bad faith or with malice in making the decision appealed from." Iowa Code § 414.18. The Court finds the Board did not act with gross negligence, in bad faith or with malice.

IT IS THE ORDER OF THE COURT that Becker's Writ of Certiorari is **DENIED**. The decision of the Dallas Center Board of Adjustment granting an exception to Jeffrey and Karmen Weddle to use their residence for special uses not expressly allowed in a R-1 district is **UPHELD**.

IT IS FURTHER ORDER that costs are assessed to Becker.



State of Iowa Courts

Case Number
CVCV042711

Case Title
JULIE BECKER V. DALLAS CENTER BOARD OF
ADJUSTMENT
OTHER ORDER

Type:

So Ordered

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

Terry Rickers, District Court Judge,
Fifth Judicial District of Iowa

Supporting Documentation for Project 1, Improving access to fresh vegetables and fruit in Dallas Center, Tactics 1 and 2.



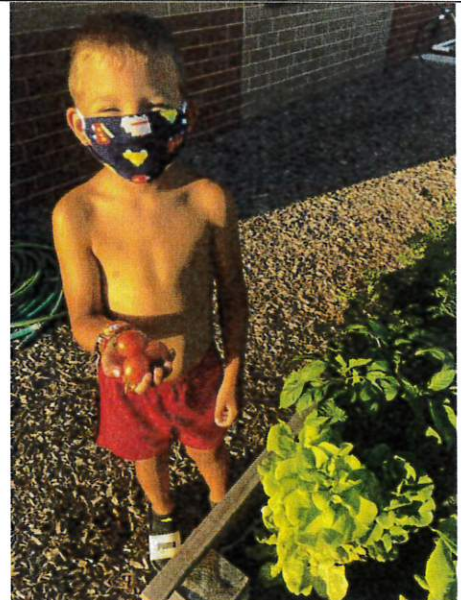
Project 1, Tactic 1: About 50 boxes per week were unloaded for Dallas Center's Pop Up Produce distribution in July 1 thru Sep. 15, 2020



Project 1, Tactic 1: A typical box of fresh produce – enough for a family of four for a week.



Project 1, Tactic 2: DC Elementary students plant the school's community garden



Project 1, Tactic 2: One of the DC Elementary student volunteers harvested the first 3 cherry tomatoes from the school garden in July, 2020

Supporting Documentation for Project 1, Improving access to fresh vegetables and fruit in Dallas Center, Tactics 3 and 4.



Project 1, Tactic 3: Hilltop Farms booth at the D.C. Farmers Market

Project 1, Tactic 3: A food vender who joined the Farmers Market for part of the season.



Project 1, Tactic 4: The Baker's Pantry redesigned fresh produce aisle that does not require refrigeration. Local produce is used when possible.

Project 1, Tactic 4: The Baker's Pantry new cooler holding fresh produce. Local produce is used when possible.

Supporting Documentation for Project 2, Increase physical activity and social connectedness by enhancing Heritage Park, Tactics 1 and 2.



Project 2, Tactic 1: The new ice rink shed arrives to be placed upon its waiting concrete pad.



Project 2, Tactic 1: Jan. 8, 2021 dedication of the ice rink shed. Hands up were Rotary members who grew up skating on ice.



Project 2, Tactic 2: Midway through installing the rink shed's 52 pairs of skates of all sizes (Men's 12 to tiny toddlers).



Project 2, Tactic 2: The rink ice was maintained by grooming with a "mini-zamboni" (a perforated tube wrapped in a towel and powered by a garden hose) and a patient worker this year.

Supporting Documentation for Project 2, Increase physical activity and social connectedness by enhancing Heritage Park, Tactics 3 and 4.



Project 2, Tactic 3: A church group brought their own lights for evening skating. The town has now installed a street light for the coming winter.

Project 2, Tactic 3: Hockey players also get their turns on the rink.



Project 2, Tactic 4: SAIL-DC volunteers clear the snow from the ice rink after the Jan. 26, 2021 snowfall.



Project 2, Tactic 4: The shed also loans walkers that can be used by beginning skaters of all sizes. These proved to be very popular.

Supporting Documentation for Project 3, Build places where children can be more physically active (Mound Park) and build social connections (Library), Tactics 1 and 2.



Project 3, Tactic 1: As soon as the base gravel was down in October, 2020, children started playing on the new equipment.



Project 3, Tactic 1: An Eagle Scout donated signs to the park that non-verbal children could use to indicate where they wanted to play.



Project 3, Tactic 2: One of the challenges we've experienced is needing to clean the surface after things like these piles of sand were dumped.



Project 3, Tactic 2: The final inclusive playground has three pieces of equipment, is surrounded on all sides by sidewalks, and has a padded rubberized surface.

Supporting Documentation for Project 3, Build places where children can be more physically active (Mound Park) and build social connections (Library), Tactics 3 and 4.



The First Facebook Posting on the new Library Website:

"Pop Up Produce returns to the DC Library Wednesday June 9 from 3:00-4:00. There will be fresh produce items available to purchase at minimal cost. Find russet potatoes, bananas, oranges, green peppers, apples (not Red Delicious), onions and more. Please pass the word. Hope to see you there."

Project 3, Tactic 3: Ribbon cutting for the new library May 15, 2021

Project 3, Tactic 3: The first Facebook ad for Pop Up Produce returning to the new library June 9, 2021



Project 3, Tactic 4: Children and their parents made presents in preparation for Father's Day in 2021.

Project 3, Tactic 4: The Science Center provides the program for one of the first large group meetings in the community space in the new library.

Supporting Documentation for Project 4, Increase safe places for enhanced physical activity by developing new parks and paving walking areas, Tactics 1 and 2.



Project 4, Tactic 1: One volunteer brush cutter removed many of the small shrubs from the area using his own equipment.



Project 4, Tactic 2: A small army of 30 volunteers cut the smaller trees and moved them beside the trail.



Project 4, Tactic 2: Ten new volunteers cut the larger trees and stacked logs for removal by the community.



Project 4, Tactic 2: A final group of volunteers chipped over 10 tons of small branches and donated chips to the city.

Supporting Documentation for Project 4, Increase safe places for enhanced physical activity by developing new parks and paving walking areas, Tactics 3 and 4.

Project 4, Tactic 3:



Project 4, Tactic 3:



Project 4, Tactic 3: The Planning and Zoning Board has developed ordinances which require sidewalks that link to parks and schools, large street trees, space for parks, and encourage varying sizes of lots and home styles to maintain a “small town feel.”

Project 4, Tactic 3: The P&Z Board began work on a city Comprehensive Plan this spring.

Project 4, Tactic 4:



Project 4, Tactic 4:



Project 4, Tactic 4: A new 860 feet long, 8’ wide concrete sidewalk linking all sports fields was completed in October, 2020 as the first step in paving a long walking/biking trail that will link the west side of town to the play fields and the two Dallas Center elementary schools.

Project 4, Tactic 4: The community celebrated the new sidewalk with foot, bike, and skateboard races (this one was between a grandfather and his granddaughter).

LEASE AGREEMENT

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

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

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

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

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

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

- 2. Access.** Lessor grants to Lessee access to the Premises described in Paragraph one (1) above, seven days a week, 24 hours a day, throughout the term of this Lease. Should Lessor enclose the above Premises with fencing, Lessor shall allow Lessee access to enter the fenced Premises by giving Lessee a key to the lock on the gate or allow the lock to be changed to a combination lock, which combination code will be given to Lessee.
 - a. Lessor agrees to allow Lessee a driveway affording Lessee ingress and egress to drive to its structure and equipment for any of the purposes identified in Paragraph seven (7) below.
 - b. Lessor also agrees to grant a reasonable easement as needed for Lessee to access utilities necessary for its use of the premises as identified in Paragraph seven (7), to include fiber conduit, electric, and natural gas, should said utilities be available.
- 3. Initial Term and Commencement Date of Lease.** The "Initial Term" of this Lease shall be for a period of twenty-five (25) years. The "Commencement Date" for the Initial Term of this Lease begins on the date Lessee acquires a valid building permit for all Lessee equipment.
- 4. Renewal Terms.** Lessor hereby grants to Lessee the right, privilege, and option to extend this Lease for five (5) additional "Renewal Terms" of ten (10) years each, from the end of the Initial Term, under the same terms, covenants, and conditions as herein contained, provided that Lessee is not in default of any

of the terms, covenants, or conditions of this Lease at the conclusion of the Initial Term or any prior Renewal Term, respectively.

5. Termination.

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

6. Rent.

- a. Lessee shall pay Lessor "Rent" during each year of the Term to assist in covering Premises maintenance and snow removal costs. **The parties agree that the initial Rent shall be \$500.00 per year.** The Rent for the initial year of 2022 will be paid by ~~March-April 3031~~, 2022.
- b. In addition to the cash Rent paid, Lessee agrees to provide Lessor those services, without charge to the Lessor, specified in Exhibit B attached hereto, which may be amended or added to from time to time to reflect updated services or pricing by written agreement of both parties. Said services are expressly agreed to be subject to the terms and conditions of this Agreement. Ownership and control of the Lessee network and appurtenances thereto shall at all times be and remain in Lessee and Lessee shall have the right to remove its service, cable, and any other equipment used in connection therewith upon termination of this Agreement.
- c. Each subsequent year's Rent payment shall be due to Lessor on or before January 1st of each year, which will be considered the anniversary date of the Lease for rent purposes.

- d. The annual rental shall be increased by ~~ten-seven~~ percent (~~107~~%) every three (3) years on the anniversary date of the Lease beginning on January 1, 2025.
- e. Equipment or shelter power, including electricity, natural gas, or other utilities used by Lessee on the Premises will be provided by the Lessee with a separate meter for its needs.

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

8. **Insurance and Indemnification.**

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

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

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

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

- a. General public liability insurance against the claims for personal injury, death or property damage occurring in or about the Leased Premises or resulting from the installation, operation or maintenance of the Lessee's business on the Leased Premises, such insurance to be in the amount of at least

\$1,000,000.00 for all personal injuries and deaths resulting from any one accident and \$1,000,000.00 for property damage in any one accident.

- b. A Standard Workmen's Compensation and Employer's Liability Insurance Policy in the amount equal to the limit of liability and in a form prescribed by the laws of the state in which the Leased Premises is located.
- c. Any contract workers contracted by Lessee shall also carry insurance as set forth in a and b above.

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

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

Lessor: City of Dallas Center
Attn: City Clerk
1502 Walnut Street, P.O. Box 396
Dallas Center, Iowa 50063
Phone: (515) 992-3728
Email: cityhall@dallascenter.com

Lessee: Minburn Telephone Company d/b/a Minburn Communications
Attn: Debra Lucht
416 Chestnut Street, P.O. Box 206
Minburn, Iowa 50167
Phone: (515) 438-2200
Email: debl@minburncomm.com

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

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

13. **Miscellaneous .**

- a. Lessor warrants that Lessor is the free owner of the property and that Lessor has full right, power, and authority to execute this agreement. Lessor covenants that Lessee, in paying Rent and performing the covenants by Lessee herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased property, subject to the provisions of this Agreement.
- b. Lessee's obligations in this Lease shall be contingent upon Lessee's ability to use the Premises for the purpose described in Paragraph seven (7) above, including but not limited to receipt of all necessary easements, permits, zoning approvals, and regulatory approvals.

- c. Lessee shall obtain all necessary governmental and regulatory approvals required for Lessee's occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. Lessor shall cooperate with Lessee in obtaining such approvals.
- d. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors, and assigns.
- e. This Lease contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements.
- f. This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.
- g. This Lease may be assigned by Lessee without the written consent of Lessor, provided that the assignee continues carrying on Lessee's communications business as contemplated hereunder and assumes in writing the obligations of Lessee hereunder.
- h. No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.
- i. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease and the remaining provisions shall be enforceable in accordance with their terms.
- j. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- k. Upon termination of this Lease. Lessee will, within ~~sixty (60)~~ninety (90) days remove the Lessee's Facilities and otherwise return the Property to its original condition, reasonable wear and tear excepted. Lessor understands and agrees that the Facilities will remain the personal property of the Lessee and Lessee will retain the right to remove the same, whether or not such items are considered fixtures or attachments to real property under applicable law. Lessee will pay monthly rent on a pro rata basis until such time as removal of the Facilities is completed. Lessee shall be liable to pay the cost to Lessor for any damage caused to the Property (or any other buildings or real estate owned by the Lessor) caused by the Lessee during the installation, operation, maintenance, or removal of the Lessee's Facilities, upon the Lessor's written verification of such cost.
- l. Lessee may make reasonable alterations, additions, or improvements to the Premises necessary for the installation, security, and maintenance of its structure and equipment, so long as the structural integrity of the Premises is not affected or Lessee has obtained written approval thereof. Lessee will bear the total cost of such alterations, additions, or improvements, including regular maintenance, and the cost of removal and returning the Premises to the condition it was at the time of entering into the Lease (subject to the terms of Paragraph 5(d) of this Lease).
- m. Lessee shall be solely responsible for maintenance of its own equipment and structure(s) on the Leased Premises identified in Paragraph one (1) of this Lease and Lessor shall be responsible for snow removal and mowing of the Premises and surrounding lot to allow Lessee access.

n. Lessee shall indemnify and hold Lessor harmless against all expenses, liabilities, and claims of every kind, including reasonable attorney fees, made necessary by or on behalf of any person or entity arising out of:

- 1) a failure by Lessee to perform any of the terms and conditions of this Lease,
- 2) any injury or damage happening on or about the Leased Premises which is caused in whole or in part by Lessee's use of the Premises, any act or omission of Lessee or anyone for whose acts Lessee may be liable,
- 3) any injury or damage to any employee, agent, or customer of Lessee on or about the Leased Premises, or
- 4) Failure of Lessee to comply with any applicable laws or governmental authority.

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

CITY OF DALLAS CENTER

MINBURN TELEPHONE COMPANY
d/b/a MINBURN COMMUNICATIONS
Lessee

Lessor

By _____
Danny Beyer, Mayor

By _____
Debra Lucht, CEO/General Manager

By _____
Cindy Riesselman, City Clerk

By _____
Greg Burket, President

STATE OF IOWA :
: ss.
COUNTY OF DALLAS :

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

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

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :

This record was acknowledged before me on the ___ day of March, 2022, by Debra Lucht and Greg Burket as CEO/General Manager and President of Minburn Telephone Company d/b/a Minburn Communications, on behalf of whom the record was executed.

_____, Notary Public
in and for the State of Iowa

Exhibit A - Site Plans

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

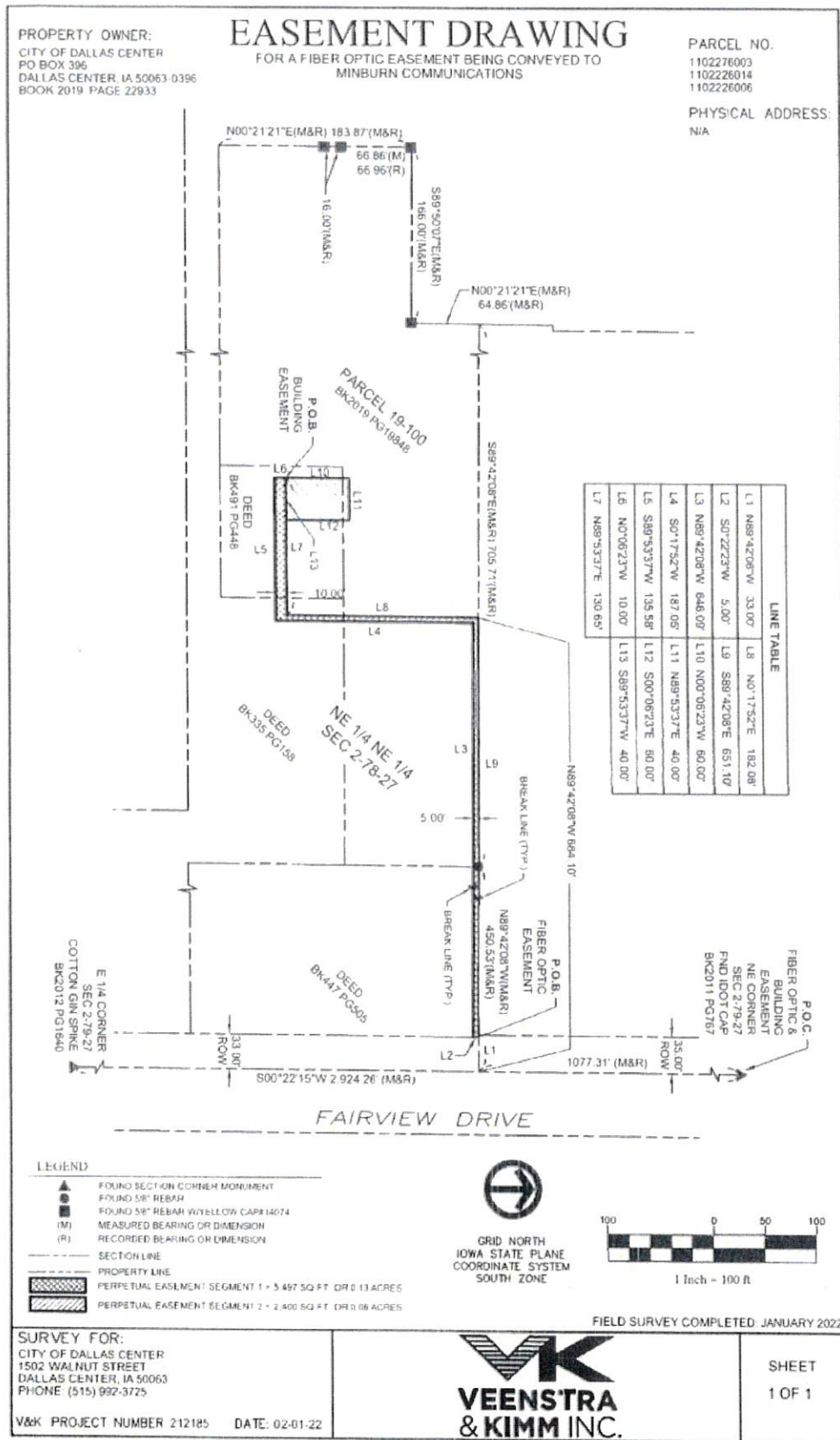


EXHIBIT "A"

Exhibit B – Services Addendum

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

1. **Service Level.** Lessee will provide the following services (utilizing equipment owned by Lessee) for Lessor:
 - a. WiFi access point to downtown Dallas Center with service levels of a minimum of 20 Mbps download and 20 Mbps for unsecured access and public use, until such time as fiber is available;
 - b. Fiber Internet services of 100Mbps download and 100Mbps upload to the future sites of the planned Public Works/Safety/Fire facilities located at, and/or on the same premises as, 707 Walnut Street, Dallas Center, Iowa.
 - b.c. Once Fiber Internet Service is built out to and available at 1502 Walnut Street, Dallas Center, Iowa, Lessee will provide Fiber Internet services of 100Mbps download and 100Mbps upload to City Hall at said location.
2. **Term.** The Services provided herein shall be provided throughout the Term of the underlying Lease Agreement, unless otherwise agreed to by the Parties in writing.
3. **Terms and Conditions.** The services provided herein shall be provisioned pursuant to all of Lessee's standard Internet use Terms and Conditions unless otherwise stated herein.
4. **Rates.** The Services at the Service Levels outlined in Section 1 above shall be provided free of charge to Lessor. Should Lessor request Services in excess of the Levels above indicated, Lessor shall be responsible for any additional costs related to the increased Services Levels, pursuant to Lessee's standard Service rates currently in effect. (Example: If the Service Levels in Section 1 are \$50/month for standard customers, and Lessor decides to purchase a higher Service Level that costs \$75/month for standard customers, Lessor will be responsible for the difference between the free Service (\$50) and the increased Service (\$75); thus, Lessor would be responsible for \$25/month payment for the increased Service Level).
5. **Re-Evaluation.** The Parties may re-evaluate the Services and Rates herein every five (5) years throughout the Lease Agreement Term, or any other time upon agreement of the Parties in writing.
6. **Provision of Services.** The Parties shall work together to accomplish the provisioning of Services herein, including but not limited to reasonable accommodation for Service equipment and facilities such as antennas and/or cabling.
 - a. The installation and operation of additional equipment by Lessee, including but not limited to the installation of an antenna on the City owned Water Tower structure in Mound Park, as required for the provision of the above noted Service shall not require additional compensation from Lessee to Lessor.
 - b. Lessor shall be responsible for all utility costs required for the provisioning of the Services outlined in Section 1 at the locations specified, to include electricity or other utility costs necessary to power any antennas or similar equipment necessary to provide Service at the site locations noted in Section 1.
7. **Miscellaneous.**
 - a. As network advancements are made and/or circumstances and Service availability changes, the Parties shall have the ability to modify this Services Addendum pursuant to reasonable industry standards and Section 5 herein.
 - b. This Agreement shall only apply to the provisioning of Broadband Internet Service. Should Lessor request additional services from Lessee outside the scope of this Agreement (e.g., Phone, Cable, etc), such services shall be offered to Lessor at Lessee's current standard rates for such services. No additional discount or special terms shall apply to such other services unless agreed to by the Parties in writing at the time of provisioning such additional services.

RESOLUTION NO. 2022-18

**A RESOLUTION AUTHORIZING THE LEASING OF A PARCEL OF
REAL ESTATE ON CITY-OWNED PROPERTY AT THE CITY'S
PUBLIC WORKS FACILITIES TO MINBURN TELEPHONE
COMPANY d/b/a MINBURN COMMUNICATIONS**

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

WHEREAS, the City of Dallas Center owns, and has proposed to lease to Minburn Telephone Company d/b/a Minburn Communications a parcel of real estate at the City's Public Works Facility in the vicinity of 707 Walnut Street for the construction of a structure to house the electronics and other equipment for serving fiber in the Dallas Center community (referred to as the "Premises") together with the non-exclusive right-of-way for ingress and egress to the Premises, described as follows:

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

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

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

and;

WHEREAS, the City Council by the adoption of Resolution No. 2022-8 proposed the leasing of said property and on March 8, 2022, after published notice, all as required by Iowa Code Section 364.7, considered the proposal at a Public Hearing; and

WHEREAS, following the Public Hearing the Council has determined that the proposed Lease, a copy of which is attached hereto as Exhibit "A", for the leasing of the Premises should be approved, which Lease provides an annual rental to the City of Dallas Center of \$500, with the rental to be increased by seven percent (7%) every three (3) years on the anniversary of the Commencement Date of the Lease. The proposed Lease would be for an initial term of twenty-five (25) years, with the option to extend the Lease for five (5) additional Renewal Terms of ten (10) years each, unless terminated by the Lessee at the end of a term.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the proposed Lease of the Premises to Minburn Telephone Company d/b/a Minburn Communications is hereby approved, and the Mayor and the Clerk are authorized to execute the Lease on behalf of the City.

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

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

LEASE AGREEMENT

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

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

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

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

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

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

- 2. Access.** Lessor grants to Lessee access to the Premises described in Paragraph one (1) above, seven days a week, 24 hours a day, throughout the term of this Lease. Should Lessor enclose the above Premises with fencing, Lessor shall allow Lessee access to enter the fenced Premises by giving Lessee a key to the lock on the gate or allow the lock to be changed to a combination lock, which combination code will be given to Lessee.
 - a. Lessor agrees to allow Lessee a driveway affording Lessee ingress and egress to drive to its structure and equipment for any of the purposes identified in Paragraph seven (7) below.
 - b. Lessor also agrees to grant a reasonable easement as needed for Lessee to access utilities necessary for its use of the premises as identified in Paragraph seven (7), to include fiber conduit, electric, and natural gas, should said utilities be available.
- 3. Initial Term and Commencement Date of Lease.** The "Initial Term" of this Lease shall be for a period of twenty-five (25) years. The "Commencement Date" for the Initial Term of this Lease begins on the date Lessee acquires a valid building permit for all Lessee equipment.
- 4. Renewal Terms.** Lessor hereby grants to Lessee the right, privilege, and option to extend this Lease for five (5) additional "Renewal Terms" of ten (10) years each, from the end of the Initial Term, under the same terms, covenants, and conditions as herein contained, provided that Lessee is not in default of any

of the terms, covenants, or conditions of this Lease at the conclusion of the Initial Term or any prior Renewal Term, respectively.

5. Termination.

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

6. Rent.

- a. Lessee shall pay Lessor "Rent" during each year of the Term to assist in covering Premises maintenance and snow removal costs. **The parties agree that the initial Rent shall be \$500.00per year.** The Rent for the initial year of 2022 will be paid by April 30, 2022.
- b. In addition to the cash Rent paid, Lessee agrees to provide Lessor those services, without charge to the Lessor, specified in Exhibit B attached hereto, which may be amended or added to from time to time to reflect updated services or pricing by written agreement of both parties. Said services are expressly agreed to be subject to the terms and conditions of this Agreement. Ownership and control of the Lessee network and appurtenances thereto shall at all times be and remain in Lessee and Lessee shall have the right to remove its service, cable, and any other equipment used in connection therewith upon termination of this Agreement.
- c. Each subsequent year's Rent payment shall be due to Lessor on or before January 1st of each year, which will be considered the anniversary date of the Lease for rent purposes.

- d. The annual rental shall be increased by seven percent (7%) every three (3) years on the anniversary date of the Lease beginning on January 1, 2025.
- e. Equipment or shelter power, including electricity, natural gas, or other utilities used by Lessee on the Premises will be provided by the Lessee with a separate meter for its needs.

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

8. **Insurance and Indemnification.**

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

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

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

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

- a. General public liability insurance against the claims for personal injury, death or property damage occurring in or about the Leased Premises or resulting from the installation, operation or maintenance of the Lessee's business on the Leased Premises, such insurance to be in the amount of at least

\$1,000,000.00 for all personal injuries and deaths resulting from any one accident and \$1,000,000.00 for property damage in any one accident.

- b. A Standard Workmen's Compensation and Employer's Liability Insurance Policy in the amount equal to the limit of liability and in a form prescribed by the laws of the state in which the Leased Premises is located.
- c. Any contract workers contracted by Lessee shall also carry insurance as set forth in a and b above.

9. Taxes. Lessee will pay any personal property or real property taxes assessed directly on, or any portion of such taxes directly attributable to, the Lessee's Facilities. Lessor is a governmental entity and exempt from the payment of real property taxes on real estate owned by it. Notwithstanding the preceding, Lessee will pay, as additional rent, any increase in real property taxes levied against the Lessor's real estate directly attributable to the Lessee's Facilities.

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

Lessor: City of Dallas Center
Attn: City Clerk
1502 Walnut Street, P.O. Box 396
Dallas Center, Iowa 50063
Phone: (515) 992-3728
Email: cityhall@dallascenter.com

Lessee: Minburn Telephone Company d/b/a Minburn Communications
Attn: Debra Lucht
416 Chestnut Street, P.O. Box 206
Minburn, Iowa 50167
Phone: (515) 438-2200
Email: debi@minburncomm.com

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

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

13. Miscellaneous.

- a. Lessor warrants that Lessor is the free owner of the property and that Lessor has full right, power, and authority to execute this agreement. Lessor covenants that Lessee, in paying Rent and performing the covenants by Lessee herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased property, subject to the provisions of this Agreement.
- b. Lessee's obligations in this Lease shall be contingent upon Lessee's ability to use the Premises for the purpose described in Paragraph seven (7) above, including but not limited to receipt of all necessary easements, permits, zoning approvals, and regulatory approvals.

- c. Lessee shall obtain all necessary governmental and regulatory approvals required for Lessee's occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. Lessor shall cooperate with Lessee in obtaining such approvals.
- d. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors, and assigns.
- e. This Lease contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements.
- f. This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.
- g. This Lease may be assigned by Lessee without the written consent of Lessor, provided that the assignee continues carrying on Lessee's communications business as contemplated hereunder and assumes in writing the obligations of Lessee hereunder.
- h. No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.
- i. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease and the remaining provisions shall be enforceable in accordance with their terms.
- j. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- k. Upon termination of this Lease. Lessee will, within ninety (90), days remove the Lessee's Facilities and otherwise return the Property to its original condition, reasonable wear and tear excepted. Lessor understands and agrees that the Facilities will remain the personal property of the Lessee and Lessee will retain the right to remove the same, whether or not such items are considered fixtures or attachments to real property under applicable law. Lessee will pay monthly rent on a pro rata basis until such time as removal of the Facilities is completed. Lessee shall be liable to pay the cost to Lessor for any damage caused to the Property (or any other buildings or real estate owned by the Lessor) caused by the Lessee during the installation, operation, maintenance, or removal of the Lessee's Facilities, upon the Lessor's written verification of such cost.
- l. Lessee may make reasonable alterations, additions, or improvements to the Premises necessary for the installation, security, and maintenance of its structure and equipment, so long as the structural integrity of the Premises is not affected or Lessee has obtained written approval thereof. Lessee will bear the total cost of such alterations, additions, or improvements, including regular maintenance, and the cost of removal and returning the Premises to the condition it was at the time of entering into the Lease (subject to the terms of Paragraph 5(d) of this Lease).
- m. Lessee shall be solely responsible for maintenance of its own equipment and structure(s) on the Leased Premises identified in Paragraph one (1) of this Lease and Lessor shall be responsible for snow removal and mowing of the Premises and surrounding lot to allow Lessee access.

n. Lessee shall indemnify and hold Lessor harmless against all expenses, liabilities, and claims of every kind, including reasonable attorney fees, made necessary by or on behalf of any person or entity arising out of:

- 1) a failure by Lessee to perform any of the terms and conditions of this Lease,
- 2) any injury or damage happening on or about the Leased Premises which is caused in whole or in part by Lessee's use of the Premises, any act or omission of Lessee or anyone for whose acts Lessee may be liable,
- 3) any injury or damage to any employee, agent, or customer of Lessee on or about the Leased Premises, or
- 4) Failure of Lessee to comply with any applicable laws or governmental authority.

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

CITY OF DALLAS CENTER

MINBURN TELEPHONE COMPANY
d/b/a MINBURN COMMUNICATIONS
Lessee

Lessor

By _____
Danny Beyer, Mayor

By _____
Debra Lucht, CEO/General Manager

By _____
Cindy Riesselman, City Clerk

By _____
Greg Burket, President

STATE OF IOWA :
: ss.
COUNTY OF DALLAS :

On this 8th day of March, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Danny Beyer and Cindy Riesselman, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa; that the seal affixed to the foregoing Agreement is the corporate seal of the corporation, and that the Agreement was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. 2022-18 adopted on the 8th day of March, 2022 and that Danny Beyer and Cindy Riesselman acknowledged the execution of the Agreement to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :

This record was acknowledged before me on the ____ day of March, 2022, by Debra Lucht and Greg Burket as CEO/General Manager and President of Minburn Telephone Company d/b/a Minburn Communications, on behalf of whom the record was executed.

_____, Notary Public
in and for the State of Iowa

Exhibit A - Site Plans

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

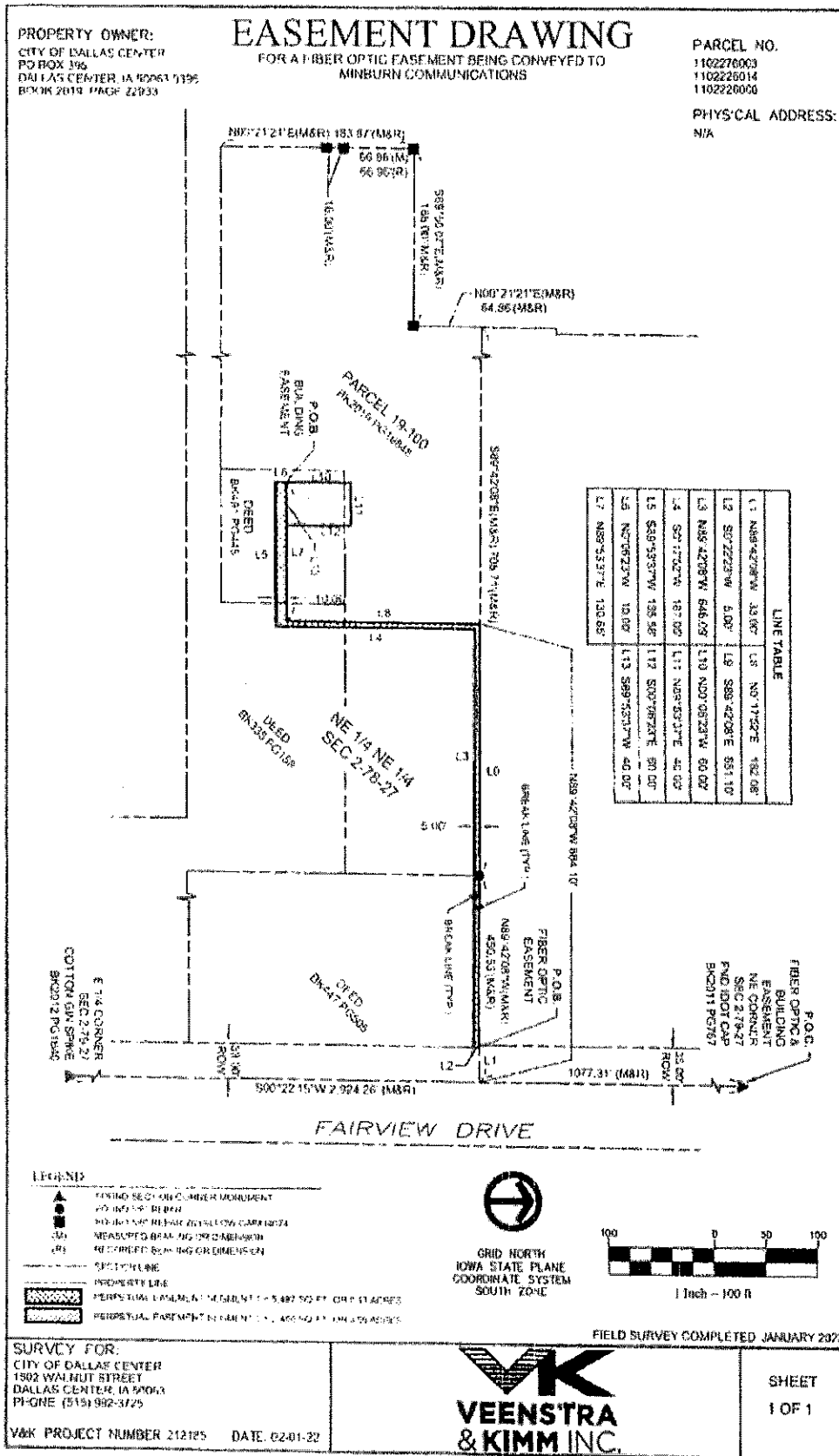


EXHIBIT "A"

Exhibit B – Services Addendum

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

1. **Service Level.** Lessee will provide the following services (utilizing equipment owned by Lessee) for Lessor:
 - a. WiFi access point to downtown Dallas Center with service levels of a minimum of 20 Mbps download and 20 Mbps for unsecured access and public use, until such time as fiber is available;
 - b. Fiber Internet services of 100Mbps download and 100Mbps upload to the future sites of the planned Public Works/Safety/Fire facilities located at, and/or on the same premises as, 707 Walnut Street, Dallas Center, Iowa.
 - c. Once Fiber Internet Service is built out to and available at 1502 Walnut Street, Dallas Center, Iowa, Lessee will provide Fiber Internet services of 100Mbps download and 100Mbps upload to City Hall at said location.
2. **Term.** The Services provided herein shall be provided throughout the Term of the underlying Lease Agreement, unless otherwise agreed to by the Parties in writing.
3. **Terms and Conditions.** The services provided herein shall be provisioned pursuant to all of Lessee's standard Internet use Terms and Conditions unless otherwise stated herein.
4. **Rates.** The Services at the Service Levels outlined in Section 1 above shall be provided free of charge to Lessor. Should Lessor request Services in excess of the Levels above indicated, Lessor shall be responsible for any additional costs related to the increased Services Levels, pursuant to Lessee's standard Service rates currently in effect. (Example: If the Service Levels in Section 1 are \$50/month for standard customers, and Lessor decides to purchase a higher Service Level that costs \$75/month for standard customers, Lessor will be responsible for the difference between the free Service (\$50) and the increased Service (\$75); thus, Lessor would be responsible for \$25/month payment for the increased Service Level).
5. **Re-Evaluation.** The Parties may re-evaluate the Services and Rates herein every five (5) years throughout the Lease Agreement Term, or any other time upon agreement of the Parties in writing.
6. **Provision of Services.** The Parties shall work together to accomplish the provisioning of Services herein, including but not limited to reasonable accommodation for Service equipment and facilities such as antennas and/or cabling.
 - a. The installation and operation of additional equipment by Lessee, including but not limited to the installation of an antenna on the City owned Water Tower structure in Mound Park, as required for the provision of the above noted Service shall not require additional compensation from Lessee to Lessor.
 - b. Lessor shall be responsible for all utility costs required for the provisioning of the Services outlined in Section 1 at the locations specified, to include electricity or other utility costs necessary to power any antennas or similar equipment necessary to provide Service at the site locations noted in Section 1.
7. **Miscellaneous.**
 - a. As network advancements are made and/or circumstances and Service availability changes, the Parties shall have the ability to modify this Services Addendum pursuant to reasonable industry standards and Section 5 herein.
 - b. This Agreement shall only apply to the provisioning of Broadband Internet Service. Should Lessor request additional services from Lessee outside the scope of this Agreement (e.g., Phone, Cable, etc), such services shall be offered to Lessor at Lessee's current standard rates for such services. No additional discount or special terms shall apply to such other services unless agreed to by the Parties in writing at the time of provisioning such additional services.

RESOLUTION NO. 2022-19

A RESOLUTION AUTHORIZING THE GRANTING OF A PERPETUAL FIBER OPTIC EASEMENT AT THE CITY'S PUBLIC WORKS FACILITIES TO MINBURN TELEPHONE COMPANY d/b/a MINBURN COMMUNICATIONS

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

WHEREAS, the City of Dallas Center has proposed to grant to Minburn Telephone Company d/b/a Minburn Communications a perpetual fiber optic easement over a parcel of city-owned real estate in the vicinity of the City's Public Works Facility, extending easterly to Fair View Avenue, under, through and across the following described real estate:

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

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

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

and;

WHEREAS, the City Council by the adoption of Resolution No. 2022-8 proposed the granting of such easement and on March 8, 2022, after published notice, all as required by Iowa Code Section 364.7, considered the proposal at a Public Hearing; and

WHEREAS, following the Public Hearing the Council has determined that the proposed easement, a copy of which is attached hereto as Exhibit "A", for the extension of fiber from Minburn Communications' structure to house the electronics and other equipment to the public right-of-way on Fair View Drive, should be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the proposed Perpetual Fiber Optic Easement to Minburn Telephone Company d/b/a Minburn Communications is hereby approved, and the Mayor and the Clerk are authorized to execute the Easement on behalf of the City.

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

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

Prepared By And

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

PERPETUAL FIBER OPTIC EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

This Easement shall run with the land, and all of the covenants, promises, agreements, representations and warranties of the Easement by or on behalf of the Grantor or Grantee shall bind and inure to the benefit of the Grant or, Grantee and their respective successors and assigns.

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

CITY OF DALLAS CENTER, IOWA

By _____
Danny Beyer, Mayor

By _____
Cindy Riesselman, City Clerk

STATE OF IOWA :
 : ss
COUNTY OF DALLAS :

On the 8th day of March, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared Danny Beyer and Cindy Riesselman, to me personally known, and, who, being by me duly sworn,

did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa, an Iowa municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 2022-19 adopted by the City Council on the 8th day of March, 2022, and that Danny Beyer and Cindy Riesselman acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

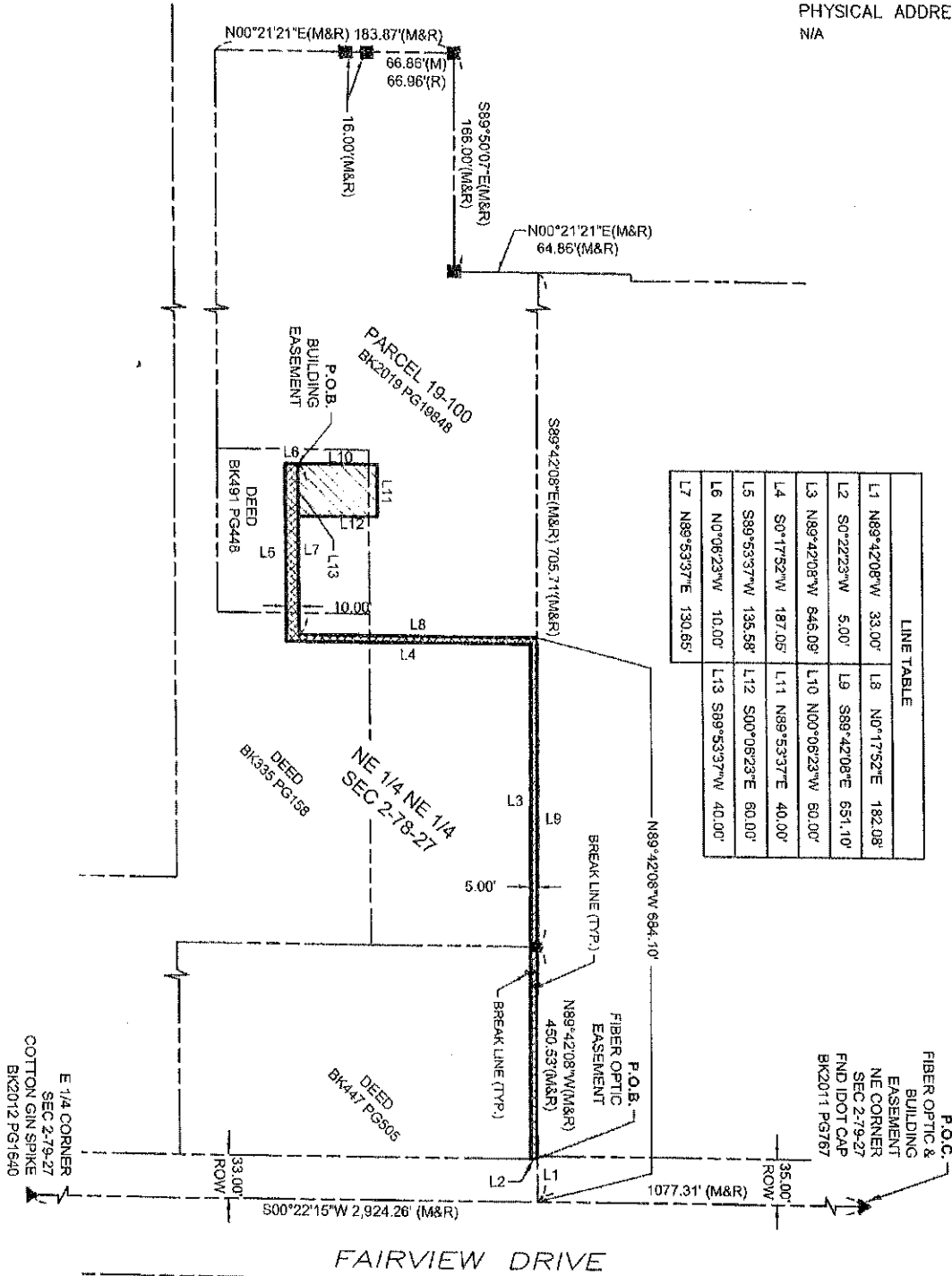
PROPERTY OWNER:
CITY OF DALLAS CENTER
PO BOX 396
DALLAS CENTER, IA 50063-0396
BOOK 2019, PAGE 22933

EASEMENT DRAWING

FOR A FIBER OPTIC EASEMENT BEING CONVEYED TO
MINBURN COMMUNICATIONS


PARCEL NO.
1102276003
1102226014
1102226006


PHYSICAL ADDRESS:
N/A



LINE TABLE	
L1	N89°42'08\"W 33.00'
L2	S0°22'23\"W 5.00'
L3	N89°42'08\"W 846.09'
L4	S0°17'52\"W 187.09'
L5	S89°53'37\"W 135.58'
L6	N0°06'23\"W 10.00'
L7	N89°53'37\"E 130.65'
L8	N0°17'52\"E 182.08'
L9	S89°42'08\"E 651.10'
L10	N00°06'23\"W 80.00'
L11	N89°53'37\"E 40.00'
L12	S00°06'23\"E 60.00'
L13	S89°53'37\"W 40.00'

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - FOUND 5/8\" REBAR
 - FOUND 5/8\" REBAR W/YELLOW CAP/1A074
 - (M) MEASURED BEARING OR DIMENSION
 - (R) RECORDED BEARING OR DIMENSION
 - SECTION LINE
 - - - PROPERTY LINE
 - ▨ PERPETUAL EASEMENT SEGMENT 1 = 5,497 SQ.FT. OR 0.13 ACRES
 - ▩ PERPETUAL EASEMENT SEGMENT 2 = 2,400 SQ.FT. OR 0.05 ACRES


 GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE


 1 Inch = 100 Ft.

FIELD SURVEY COMPLETED: JANUARY 2022

SURVEY FOR:
CITY OF DALLAS CENTER
1502 WALNUT STREET
DALLAS CENTER, IA 50063
PHONE: (515) 992-3725

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


VEENSTRA & KIMM INC.

SHEET
1 OF 1

P&Z Report – February 22, 2022

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

Dear Mr. Mayor and Members of the Council:

The Dallas Center Planning & Zoning Commission met Tuesday, February 22, 2022 at 6:30 P.M. at Memorial Hall. Commission members Kari Boscaljon, Perry Gruver, Linda Licht, Jim Pohl, and Matt Ostanik were present. Thomas Strutt joined the meeting during the public communications section. Abby Anderson was absent. City Attorney Ralph Brown and City Engineer Bob Veenstra also were present and participated.

Public Communications

Bob Haxton stated concerns about affordable housing. Julie Becker stated concerns about affordable housing and the height of buildings in Dallas Center. Bob King mentioned that he would like to see solar panels in new developments.

Proposed Mini Storage Facility

Steve Downing with Downing Development presented a concept plan for a possible new mini storage facility east of Raccoon Valley Bank. All storage will be enclosed. There will be no office because the site does not have water or sewer service. Steve does not intend to ask for any exceptions to our architectural standards or paving requirements.

A majority of the Commission members expressed positive feedback on the concept. Jim Pohl stated that he is not in favor of mini storage at the east entry to our city. No formal action was taken.

Proposed Telecommunications Building

Bob Veenstra along with Deb Lucht from Minburn Communications discussed a proposal for a small telecommunications building on city-owned property north of the City's public works building. During discussion the Commission members

agreed that the materials on the outside of the building comply with the City's architectural standards.

After discussion, Linda Licht moved and Thomas Strutt seconded to recommend that City Council approve the proposed telecommunications building and waive the requirements for hard surface paving and stormwater detention. The motion passed 6-0.

Skye View Estates

Charles Goodall presented an updated concept plan for Skye View Estates.

The Commission continued discussion about the proposed development. Specific topics discussed included:

1. The speed limit on Highway 44 in front of the development and the possibility of adding turn lanes. Ultimately the speed limit and turn lanes are decided by the DOT. Bob Veenstra discussed how the DOT tends to make those decisions.
2. Allowing for cross traffic from east-to-west across Skye View Estates should other future developments occur on the east and west sides of it. After discussion, Bob Veenstra recommended that Willow Street be made a cross street with exits both to the east and to the west.
3. The updated concept plan now shows park space. Several items related to parks were discussed in more detail:
 - The Commission needs to see the written math from Mr. Goodall's engineer showing the calculations for total park space and how it does or does not meet the City's parkland dedication requirements. To date this has not been provided.
 - All parks in the development will need access by motor vehicles and pedestrian traffic.
 - A small 0.40 acre "park" was proposed between two of the apartment buildings. Several Commission members did not agree with classifying this as a City-owned park. We requested that it be combined with another park shown north of the apartment buildings.
 - The park space for each separate phase of the development needs to also meet the City's parkland dedication requirements.
 - To do this, the Commission requested that the development be phased to allow access to and development of the first large park as soon as possible. In other words, we do not want houses to exist in the development for several years before any parkland becomes accessible.

No formal action was taken.

Comprehensive Plan Update

Because of the extensive discussion about Skye View Estates, the Commission did not have time to spend on the comprehensive plan. Instead we have scheduled a special meeting on March 1 to focus on further comprehensive plan work.

Respectfully submitted,
Matt Ostanik
P&Z Commission Chair

ORDINANCE NO. 566

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

February 15, 2022

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

DALLAS CENTER, IOWA
MINBURN COMMUNICATIONS
SITE PLAN

The City of Dallas Center recently received from Minburn Communications a site plan for its proposed telecommunication building located north of the City's public works building. The site plan submitted by Minburn Communications is in the form of several discreet documents. There is no overall submittal of the site plan.

Although the site plan submittal is not consistent with the normal format and lacks several of the items normally associated with a site plan, the submittal appears to be adequate for review and consideration by the City of Dallas Center.

For your information enclosed are the following documents submitted by Minburn Communications.

1. Printout of a .kmz file showing the location of the building.
2. Two photographs showing a similar building.
3. Four drawings illustrating the concrete base pad and interior configuration of the building along with exterior photographs of the building faces.

The new telecommunications building will be located on a site just north of the west end of the existing public works building. For your information enclosed is a copy of a drawing prepared by Veenstra & Kimm, Inc. showing the location of the building as well as the location of easements for fiberoptics cable.

The location of the proposed building north of the public works building was selected by the City of Dallas Center. The location is consistent with the long range plan for redevelopment of the public works site.

The project involves the construction of a building on a built up pad area just north of the public works building. As part of the project the area north of the building will be raised in elevation to approximately match the existing public works building elevation. Eventually this raised area will continue east and serve as the location of a future salt storage building for the City. The project involves the construction of a concrete pad with a concrete stoop along one face of the building.

Based on review of the site plan in relationship to the requirements in the site plan the following is noted:

1. The site plan submittal does not include a layout drawing showing the location of the building and surrounding area and ground contours. However, the building location is just north of the existing building and the City staff requested the elevation be raised to approximately match the elevation of the existing building. The building area will be above the surrounding ground elevation. The grading appears to be consistent with the concept of the City's long range plan for redevelopment of the site.
2. Access to the site will be by an extension of the granular surface driveway on the west side of the existing public works building. It is anticipated the granular surface driveway will extend northerly along the west side of the building as well as easterly along the north side of the building. The proposed granular surface driveway would not conform with the City's requirement for hard surfacing. The driveways to the public works building are granular surface. Given the use of the existing driveway as the primary access and the granular driveways surrounding the public works building a waiver of the requirement for a hard surface driveway would appear reasonable.
3. No sanitary sewer service will be extended to the building.
4. No water service will be extended to the building.
5. Fire protection will be provided by the existing hydrant. The closest hydrant to the existing site.

6. No stormwater management is proposed as part of the site. The site involves a relatively small increase in the impervious area associated with the building itself and part of the driveway area. Offsetting some of the increase will be the existing surfacing that is partially granular material. The natural runoff direction from this area is to the north and northeast. Given the relatively small area of the building in relationship to the overall public works site the building will have minimal impact on stormwater drainage. The City does not have any storm drainage facilities in this area. If the City were to require stormwater detention it would be necessary to develop an outlet for the discharge from the stormwater detention. Given the elevations of the area any stormwater detention that would serve the building and the driveway area would not likely have an outlet. Given the lack of stormwater drainage facilities in the general area and the small nature of the site, a waiver of the stormwater detention requirement appears reasonable.
7. With respect to the architectural standards the exterior of the building appears to be a textured product. It is understood the building is an existing building that is being rehabilitated for use as part of the Dallas Center facility. From the photographs that were provided it is unclear exactly whether the materials of construction would meet the City's architectural standards. However, the building is located immediately adjacent to the public works building that would not meet the current architectural standards for a nonresidential building. Based on the location and use of the building as a utility function it would appear reasonable to either determine the building complies with the architectural standards or to provide a waiver of the architectural standards.

Although the site plan submittal is less than comprehensive and a number of normally required items are not included it appears sufficient information was included with the site plan to allow for a reasonable review.

Based on review there are several items that may require consideration of a waiver. If the City wishes to approve the Plan and Zoning Commission, it is recommended they do so with the following:

1. Waiver of the requirement for a hard surface driveway and parking area.
2. Waiver of the requirement for stormwater detention.
3. Either a determination the architectural materials comply with the City's ordinance or waive any noncompliance with the architectural standards.

Cindy Riesselman
February 15, 2022
Page 4

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

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read "H. R. Veenstra Jr.", with a stylized flourish at the end.

H. R. Veenstra Jr.

HRVJr:rdp

212

Enclosure

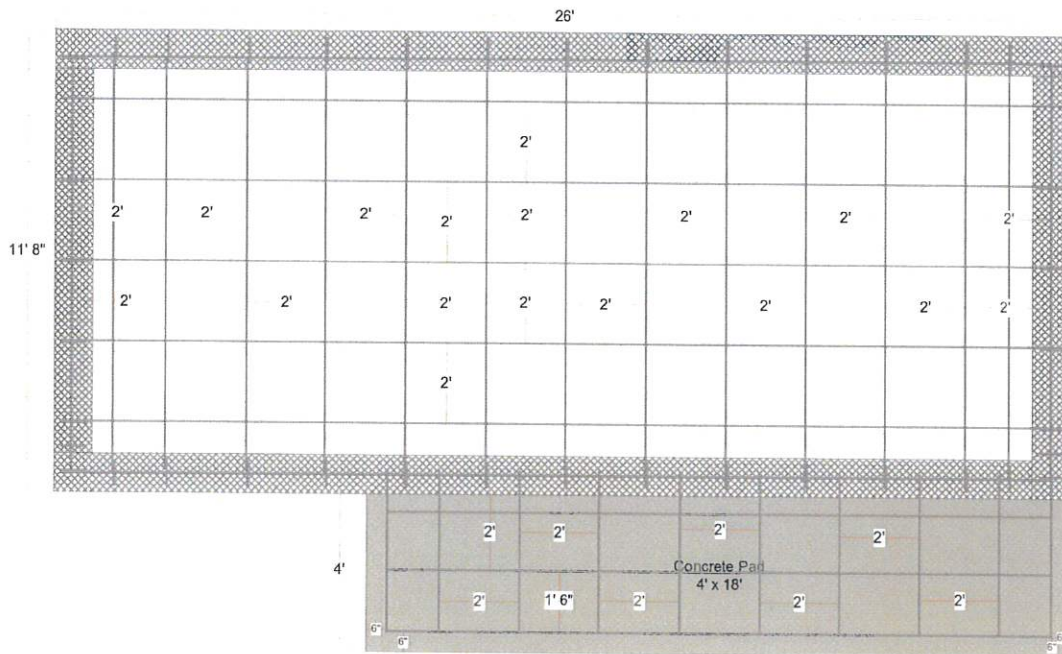
Cc: Ralph Brown, Brown, Fagen & Rouse





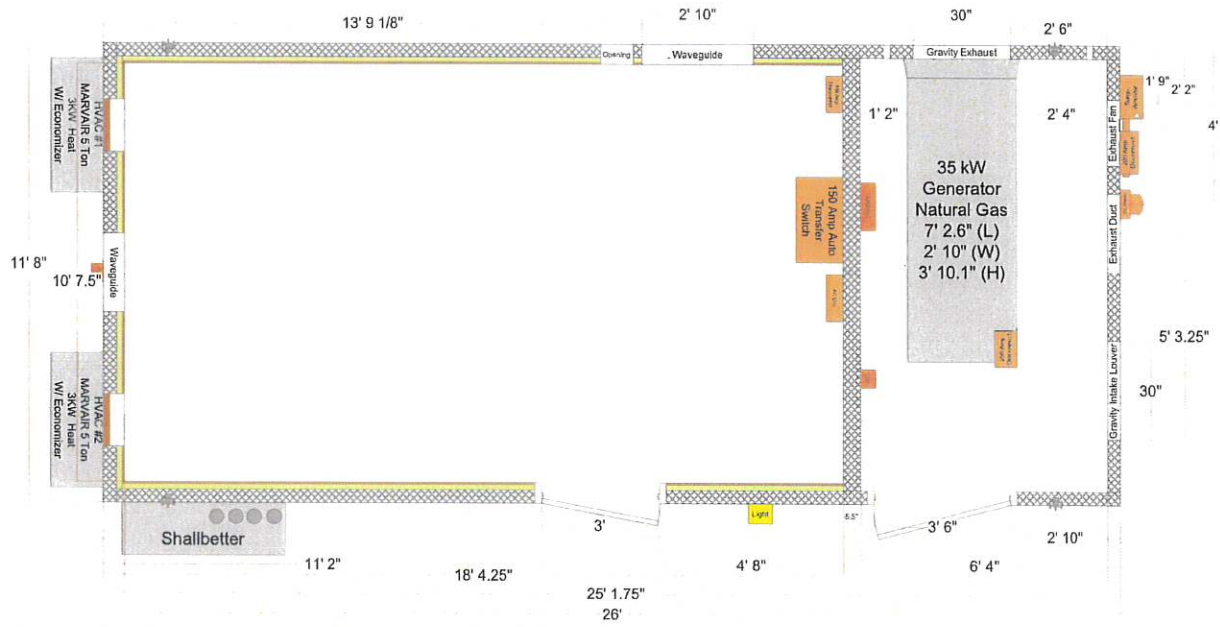


Dallas Center (Rebar)



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Edited:	2/11/2022
Page Size:	11" x 17"
Scale:	7/16" = 1'

Dallas Center (Base)

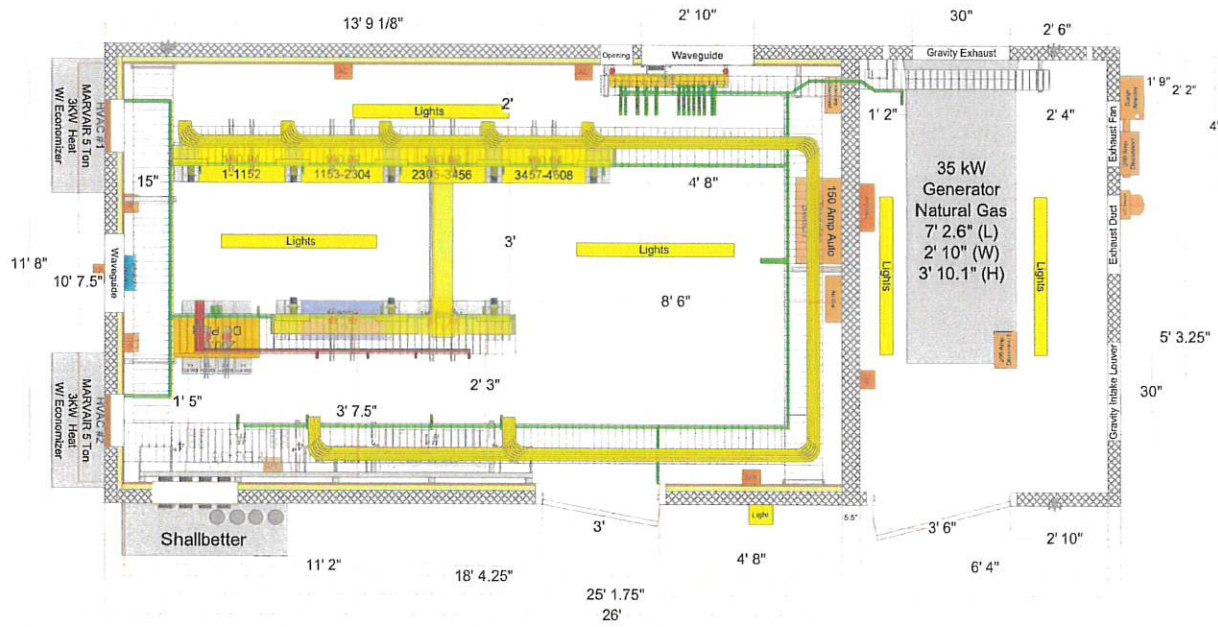


Minburn Communications
World-Class Connections. Aluminum Touch. On-Site. On-Time.



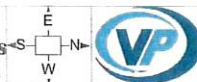
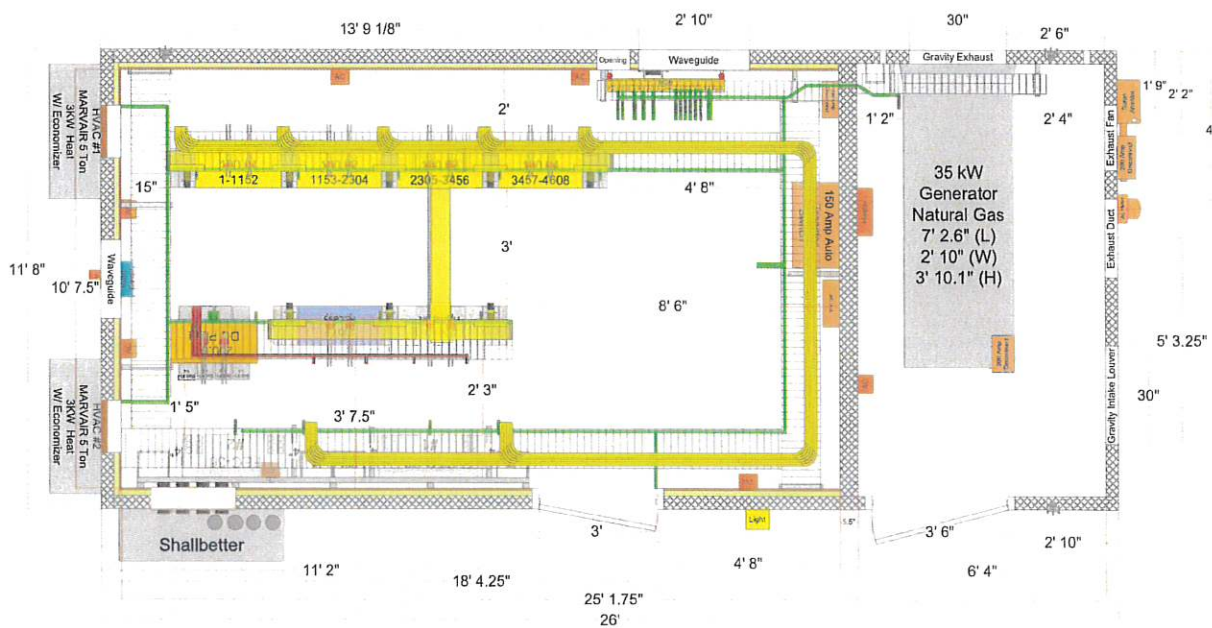
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Edited:	2/11/2022
Page Size:	11" x 17"
Scale:	7/16" = 1'

Dallas Center (22-1)



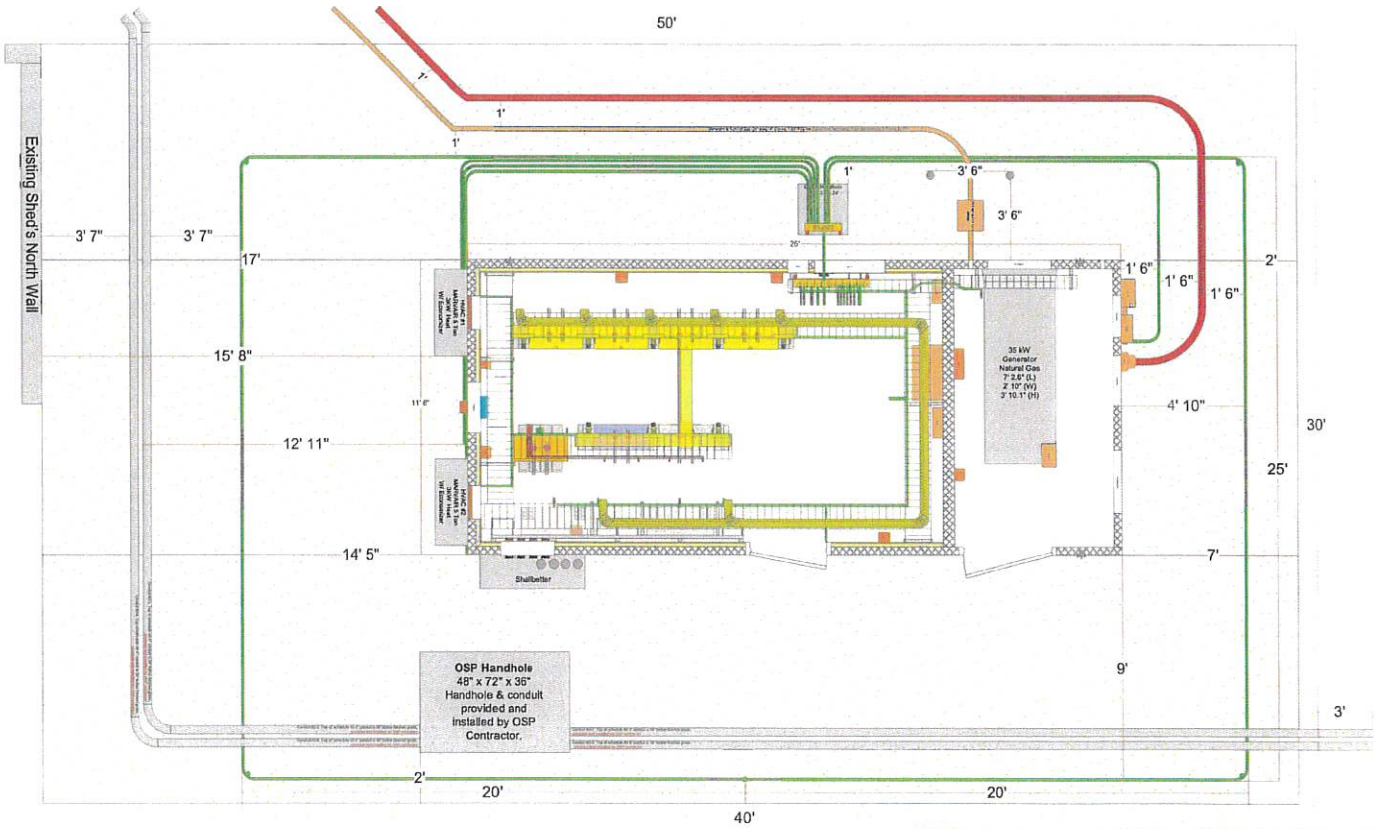
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Edited:	2/11/2022
Page Size:	11" x 17"
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Dallas Center (Future)



Location: Dallas Center
 Edited: 2/11/2022
 Page Size: 11" x 17"
 Scale: 7/16" = 1'

Dallas Center (Plot, View 22-1.1)



Location: Dallas Center
 Edited: 2/10/2022
 Page Size: 11" x 17"
 Scale: 7/16" = 1'

PROPERTY OWNER:
CITY OF DALLAS CENTER
PO BOX 396
DALLAS CENTER, IA 50063-0396
BOOK 2019, PAGE 22933

EASEMENT DRAWING

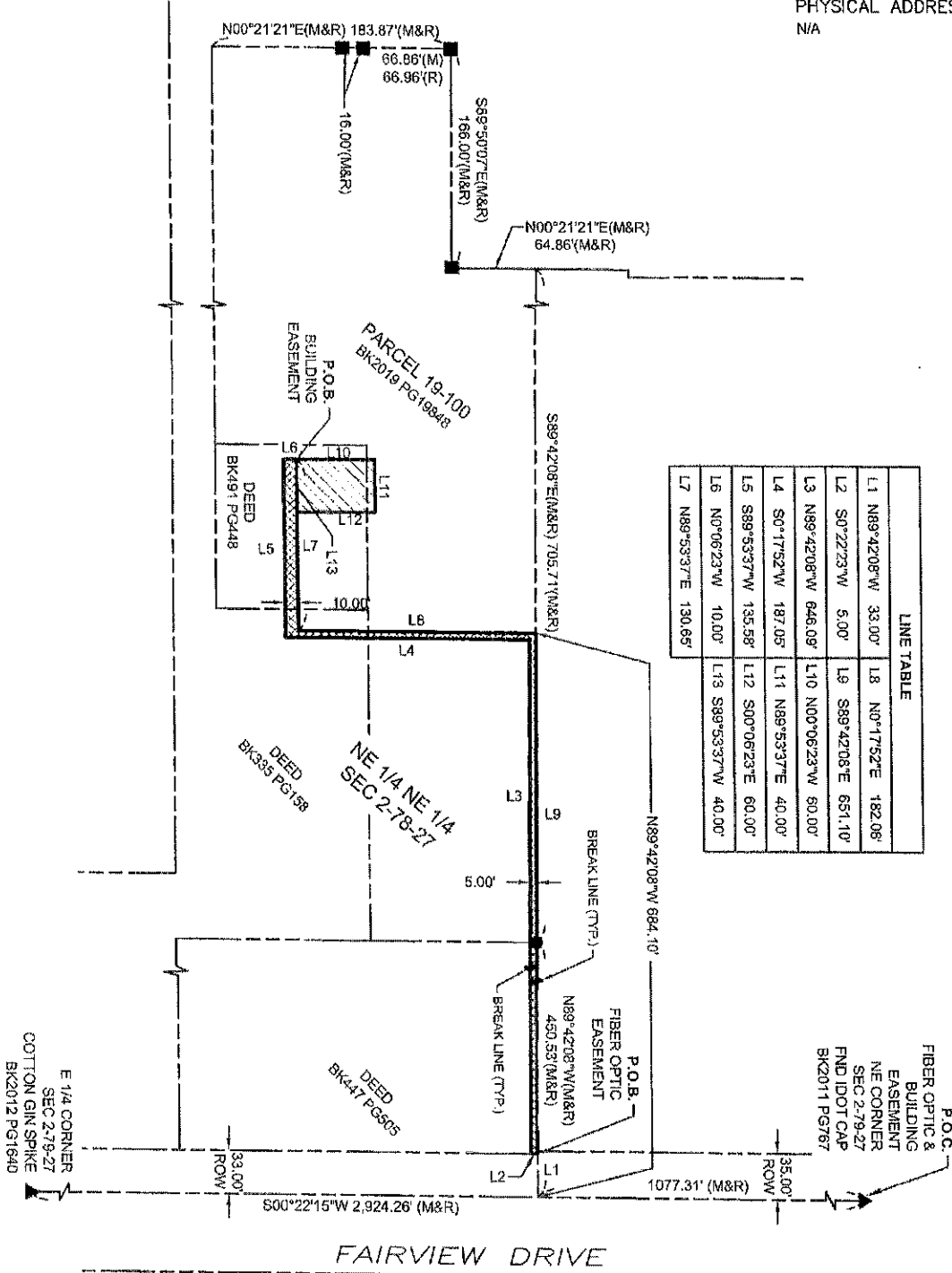
FOR A FIBER OPTIC EASEMENT BEING CONVEYED TO
MINBURN COMMUNICATIONS

PARCEL NO.

1102276003
1102226014
1102226006

PHYSICAL ADDRESS:

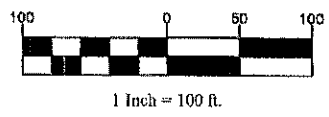
N/A



LINE TABLE	
L1	N89°42'08"W 33.00'
L2	S0°22'23"W 5.00'
L3	N89°42'08"W 646.09'
L4	S0°17'52"W 187.05'
L5	S89°53'37"W 135.58'
L6	N0°06'23"W 10.00'
L7	N89°53'37"E 130.85'
L8	N0°17'52"E 182.08'
L9	S89°42'08"E 651.10'
L10	N00°06'23"W 80.00'
L11	N89°53'37"E 40.00'
L12	S00°06'23"E 60.00'
L13	S89°53'37"W 40.00'

LEGEND

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



GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE

FIELD SURVEY COMPLETED: JANUARY 2022

SURVEY FOR:
CITY OF DALLAS CENTER
1502 WALNUT STREET
DALLAS CENTER, IA 50063
PHONE: (515) 992-3725



SHEET
1 OF 1

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

From: Deb Lucht <debl@minburncomm.com>
Sent: Monday, February 21, 2022 8:41 AM
To: Ralph Brown
Cc: 'bveenstra@v-k.net'
Subject: RE: Dallas Center - Planning and Zoning Commission
Attachments: Dallas Center-2.jpg; Dallas Center-1.jpg

Ralph,

The exterior surface of the hut is exposed aggregate concrete. Attached is a picture of the Dallas Center hut exterior surface. The refurb (resealing and painting) the exterior has not yet been started.

I will plan to have the engineer who is working on this part of the project available by phone, if there are any questions.

Debra Lucht
Minburn Communications
Chief Executive Officer/General Manager
515-438-2200



2/9/2022 12:16:23 PM CST (41.936553, -91.642279)



2/9/2022 12:18:04 PM CST (41.936489,-91.642326)

RESOLUTION NO. 2022-20

A RESOLUTION APPROVING THE SITE PLAN FOR THE CONSTRUCTION OF THE COMMUNICATIONS BUILDING BY MINBURN TELEPHONE COMPANY d/b/a MINBURN COMMUNICATIONS ON CITY-OWNED PROPERTY NEAR THE PUBLIC WORKS FACILITIES AT 707 WALNUT STREET

WHEREAS, Minburn Telephone Company d/b/a Minburn Communications has submitted a Site Plan pursuant to Chapter 158 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, for the construction of a communications building on city-owned property near the City's Public Works Facilities at 707 Walnut Street in Dallas Center, Iowa, which plans were reviewed by the Planning and Zoning Commission on February 22, 2022; and

WHEREAS, the City Engineer provided review comments and recommendations to the Planning and Zoning Commission, which comments and recommendations were adopted by the Commission; and the Commission recommended approval of the Site Plan; and

WHEREAS, the Planning and Zoning Commission recommended that the Council waive any requirement that onsite stormwater management be provided; and

WHEREAS, the Planning and Zoning Commission further recommended that since the easterly extension of Walnut Street to the Public Works Facilities is a graveled roadway and that access to the Public Works Facilities is by graveled roadways, that the proposed communications building could be served by a graveled roadway and no hard-surfacing requirements should be made; and

WHEREAS, the Council has reviewed the recommendations of the Planning and Zoning Commission, and adopts the recommendations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Council accepts the recommendations of the Planning and Zoning Commission; and the Site Plan submitted by the applicant is approved.

IT IS FURTHER RESOLVED that any requirement for onsite stormwater management is waived, and any requirement for hard-surfaced access to the building is waived.

IT IS FURTHER RESOLVED that notification is hereby given to the applicant that Section 158.13 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, provides that the approval of this Site Plan shall expire and terminate 365 days after Council approval unless a building permit has been issued for the construction provided for in the Site Plan. The Council may, upon written request of the applicant, extend the time for the issuance of the required building permit for 60 additional days. In the event the building permit for construction provided for in a Site Plan expires or is cancelled, then the Site Plan approval shall thereupon terminate.

IT IS FURTHER RESOLVED that further notification is hereby given to the applicant that Section 158.11 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended provides that when there is any change in the location, size, design, conformity or character of the buildings and other improvements, an amendment to the Site Plan must be submitted to the City and reviewed by the Planning and Zoning Commission and approved by the City Council in the same manner as an original Site Plan.

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

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2022-21

A RESOLUTION APPROVING THE ARCHITECTURAL PLAN FOR THE CONSTRUCTION OF THE COMMUNICATIONS BUILDING BY MINBURN TELEPHONE COMPANY d/b/a MINBURN COMMUNICATIONS ON CITY-OWNED PROPERTY NEAR THE PUBLIC WORKS FACILITIES

WHEREAS, Minburn Telephone Company d/b/a Minburn Communications has submitted an Architectural Plan pursuant to Chapter 158 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, for the construction of a communications building on city-owned property near the City's Public Works Facilities at 707 Walnut Street in Dallas Center, Iowa, which plans were reviewed by the Planning and Zoning Commission on February 22, 2022, and

WHEREAS, the Plan as submitted indicates that 100% of the faces of the building will be "exposed aggregate concrete", which is determined to be similar textured concrete block, which is a permitted primary exterior material as provided by Section 158.10 (1) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended; and

WHEREAS, the Planning and Zoning Commission recommended approval of the Architectural Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Council accepts the recommendations of the Planning and Zoning Commission; and the Architectural Plan submitted by the applicant is approved.

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

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

**PETITION FOR AMENDMENT TO
DALLAS CENTER ZONING CODE**

TO THE DALLAS CENTER CITY COUNCIL and the
DALLAS CENTER PLANNING AND ZONING COMMISSION:

The undersigned, **Skye View Estates, LLC**, owns the following described real estate situated within the corporate limits of the City of Dallas Center, Iowa:

A PORTION OF THE SW 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 27 WEST OF THE 5TH P.M., BEING A PART OF DALLAS COUNTY PARCELS 076300005, 0736300008, AND 076300004, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE N00°08'59"W ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 36 A DISTANCE OF 663.06 FEET TO THE NW CORNER OF THE S 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 36; THENCE S89°49'26"E A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF DALLAS COUNTY ROAD R AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°49'26"E ALONG THE NORTH LINE OF THE S 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 36 A DISTANCE OF 1289.05 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF SAID SECTION 36; THENCE N00°01'02"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE SW 1/4 OF SAID SECTION 36 A DISTANCE OF 1987.41 FEET TO THE NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 36; THENCE S89°44'55"E ALONG THE NORTH LINE OF THE SW ¼ OF SAID SECTION 36 A DISTANCE OF 1326.66 FEET TO THE NE CORNER OF THE SW ¼ OF SAID SECTION 36; THENCE S00°06'56"W ALONG THE EAST LINE OF THE SW ¼ OF SAID SECTION 36 A DISTANCE OF 1324.30 FEET TO A POINT ON THE NORTH LINE OF LOT 2 OF ROW SUBDIVISION FINAL PLAT AS RECORDED IN BOOK 2001, PAGE 9230, THENCE N89°48'21"W ALONG THE NORTH LINE OF SAID LOT 2, 1.79 FEET TO THE NW CORNER OF SAID LOT 2; THENCE

S00°05'08"W ALONG THE WEST LINE OF SAID LOT 2, 506.87 FEET TO THE NE CORNER OF PARCEL A, AS RECORDED IN BOOK 849, PAGE 98; THENCE N89°49'29"W ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 600.15 FEET TO THE NW CORNER OF SAID PARCEL A; THENCE S89°47'33"W 387.66 FEET; THENCE S00°07'45"E 453.46 FEET; THENCE N89°36'14"W 142.32 FEET; THENCE N00°01'05"E 8.85 FEET; THENCE N89°50'30"W 1179.47 FEET TO THE NE CORNER OF PARCEL 19-71 AS RECORDED IN BOOK 2019, PAGE 14376; THENCE N89°51'31"W ALONG THE NORTH LINE OF SAID PARCEL 19-71 300.56 FEET TO THE NW CORNER OF SAID PARCEL 19-71, SAID POINT ALSO BEING THE EAST RIGHT-OF-WAY LINE OF DALLAS COUNTY ROAD R AVENUE; THENCE N00°08'59"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS COUNTY ROAD R AVENUE A DISTANCE OF 292.72 FEET TO THE POINT OF BEGINNING; CONTAINING 67.80 ACRES MORE OR LESS.

The undersigned has filed with the City a Petition for Annexation of the above-described parcel of real estate, and the requested rezoning would become effective upon the completion of the annexation process.

Pursuant to Section 165.06 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, the real estate described above upon its annexation will be zoned as "A-1", Agricultural District Zoning District.

Pursuant to Section 165.15(1) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, the undersigned hereby petitions for an amendment to the Zoning Code to change the zoning classification of the above-described real estate (as shown as Area A on the attached drawing) to "R-1-55 Flex", single family residential zoning district.

As of the petition file date, the "R-1-55 Flex" district has not yet been enacted, and the petition is subject to the ordinance being passed and the new zoning district being in existence. If the required ordinance is passed, the rezoning will become effective upon the completion of the annexation process.

The undersigned is the owner of all of the area of all of the real estate included within the boundaries of the tract sought to be rezoned.

Additionally, this Petition also is signed and consented to by the owners of at least fifty percent (50%) of the area of all

real estate lying outside the tract but within two hundred (200) feet of its boundaries [with intervening streets and alleys not included in the computation of such two hundred feet].

Dated this 3rd day of March, 2022.

Skye View Estates, LLC,

By 


Charles Goodall
Its Managing Member

3233 Ashworth Road, Waukee,
IA 50263
Telephone: (515)-988-9309

All of the Owners of the
Tract Sought to be Re-Zoned

**CONSENT OF ADJACENT PROPERTY OWNERS
TO REQUEST FOR RE-ZONING OF PROPERTY**

The undersigned owners of property lying outside the above-described tract of land owned by **Skye View Estates, LLC**, hereby Consent to the owner's request to rezone the property from the A-1 Zoning District, to the R-1-55 Flex Zoning District.

Signature	Address	Date
 RVB, VP	1051 NE Gateway / PO Box 200 Grimes, IA 50111	3/4/22

**CONSENT OF ADJACENT PROPERTY OWNERS
TO REQUEST FOR RE-ZONING OF PROPERTY**

The undersigned owners of property lying outside the above-described tract of land owned by **Skye View Estates, LLC**, hereby Consent to the owner's request to rezone the property from the A-1 Zoning District, to the R-1-55 Flex Zoning District.

Signature

Address

Date

Larry Wolff for 595 Sugar Grove Ave. 3/4/2022

Roberta J. Wolff Trust dated August 23, 2010

**CONSENT OF ADJACENT PROPERTY OWNERS
TO REQUEST FOR RE-ZONING OF PROPERTY**

The undersigned owners of property lying outside the above-described tract of land owned by **Skye View Estates, LLC**, hereby Consent to the owner's request to rezone the property from the A-1 Zoning District, to the R-1-55 Flex Zoning District.

Signature	Address	Date
Downing Development WP, LLC By <i>[Signature]</i>	13004 NW 44 th St. Polk City, IA 50226 Parcel I.D. 1101101004	3-4-22

REZONING SKYE VIEW ESTATES

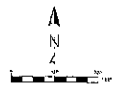
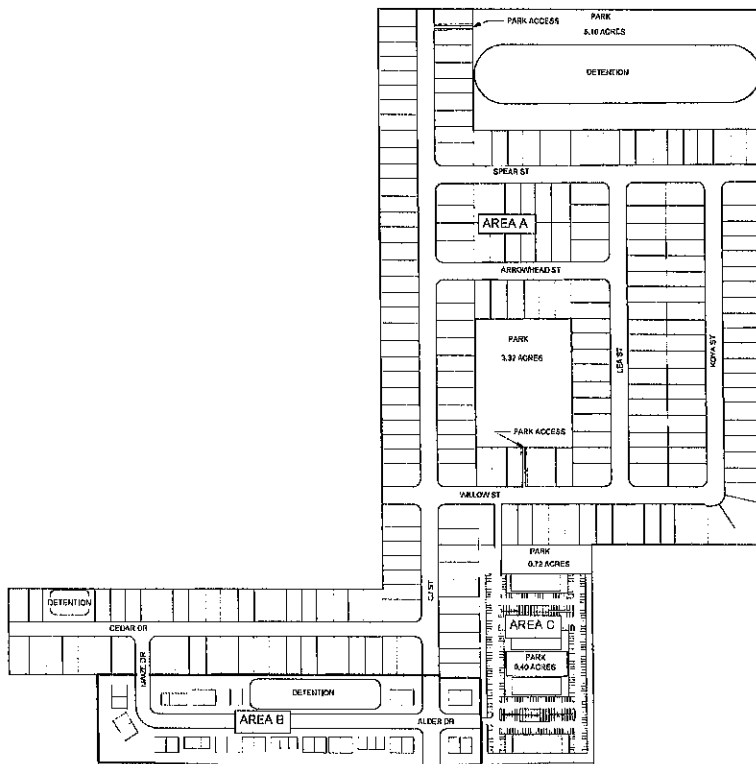
SUBJECT
 ORIGINAL PROPERTY
 1034 FURCIBILLAS
 YONGE, W. TEXAS
 COUNTY OF GARZA, QUAD 11
 PHONE: 816-854-0100

ENGINEER/ARCHITECT
 STUBBS ENGINEERING
 4116 W. 202nd
 CLEARVIEW, TX 76022
 LICENSE # 0000010000
 PHONE: 817-816-2000

FILE NAME
 03-20-2022-REZONING

EXPERIMENTAL
 A-1 AGRICULTURAL

PROPOSED ZONING
 AREA A-R-45 FLEX
 AREA B-R-3
 AREA C-R-3



SKYE VIEW ESTATES
 DALLAS CENTER, TX

STUBBS ENGINEERING
 4116 W. 202nd
 CLEARVIEW, TX 76022
 PHONE: 817-816-2000



REZONING PLAN

DATE: 03/02/22
 DRAWN BY: AMS
 CHECKED BY: BWS
 PROJECT NUMBER: 21-376
 PROJECT NAME: REZONING PLAN

PETITION FOR AMENDMENT TO DALLAS CENTER ZONING CODE

TO THE DALLAS CENTER CITY COUNCIL and the
DALLAS CENTER PLANNING AND ZONING COMMISSION:

The undersigned, **Skye View Estates, LLC**, owns the following described real estate situated within the corporate limits of the City of Dallas Center, Iowa:

A PORTION OF THE SW 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 27 WEST OF THE 5TH P.M., BEING A PART OF DALLAS COUNTY PARCELS 0736300005 AND 0736300008, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36;
THENCE S89°51'38"E ALONG THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 36 A DISTANCE OF 333.54 FEET; THENCE N00°08'51"W A DISTANCE OF 70.34 FEET TO THE SE CORNER OF PARCEL 19-71 AS RECORDED IN BOOK 2019, PAGE 14376, SAID POINT ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 44, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°08'51"W ALONG THE EAST LINE OF SAID PARCEL 19-71 A DISTANCE OF 299.96 FEET TO THE NE CORNER OF SAID PARCEL 19-71; THENCE S89°50'30"E, 1179.47 FEET; THENCE S00°01'05"W, 8.85 FEET; THENCE S89°36'14"E, 142.32 FEET; THENCE S00°07'45"E, 296.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 44; THENCE S88°39'48"W ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 44, A DISTANCE OF 165.43 FEET; THENCE S89°51'27"W ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 44, A DISTANCE OF 699.79 FEET; THENCE N87°55'45"W ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 44, A DISTANCE OF 299.72 FEET; THENCE N89°42'29"W ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 44, A DISTANCE OF 156.98 FEET; TO THE POINT OF BEGINNING, CONTAINING 9.30 ACRES MORE OR LESS.

The undersigned has filed with the City a Petition for Annexation of the above-described parcel of real estate, and the

requested rezoning would become effective upon the completion of the annexation process.

Pursuant to Section 165.06 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, the real estate described above upon its annexation will be zoned as "A-1", Agricultural District Zoning District.

Pursuant to Section 165.15(1) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, the undersigned hereby petitions for an amendment to the Zoning Code to change the zoning classification of the above-described real estate (as shown as Area B on the attached drawing) to "R-2" low density multi-family residential district.

The rezoning will become effective upon completion of the annexation process.

The undersigned is the owner of all of the area of all of the real estate included within the boundaries of the tract sought to be rezoned.

Additionally, this Petition also is signed and consented to by the owners of at least fifty percent (50%) of the area of all real estate lying outside the tract but within two hundred (200) feet of its boundaries [with intervening streets and alleys not included in the computation of such two hundred feet].

Dated this 3rd day of March, 2022.

Skye View Estates, LLC,

By 

Charles Casdall
Its Managing Member

3233 Ashworth Road, Waukee,
IA 50263
Telephone: (515)-988-9309

All of the Owners of the
Tract Sought to be Re-Zoned

**CONSENT OF ADJACENT PROPERTY OWNERS
TO REQUEST FOR RE-ZONING OF PROPERTY**

The undersigned owners of property lying outside the above-described tract of land owned by **Skye View Estates, LLC**, hereby Consent to the owner's request to rezone the property from the A-1 Zoning District, to the R-2 low density multi-family residential district.

Signature	Address	Date
<i>Chris [unclear]</i> RVB, VP	1051 NE Gateway / PO Box 800 Grimes, IA 50111	3/4/22

**CONSENT OF ADJACENT PROPERTY OWNERS
TO REQUEST FOR RE-ZONING OF PROPERTY**

The undersigned owners of property lying outside the above-described tract of land owned by **Skye View Estates, LLC**, hereby Consent to the owner's request to rezone the property from the A-1 Zoning District, to the R-2 low density multi-family residential district.

Signature

Address

Date

Jenny Wolff for 595 Susan Grove Ave. 3/4/2022

Roberta J. Wolff Trust dated August 23, 2010

**CONSENT OF ADJACENT PROPERTY OWNERS
TO REQUEST FOR RE-ZONING OF PROPERTY**

The undersigned owners of property lying outside the above-described tract of land owned by **Skye View Estates, LLC**, hereby Consent to the owner's request to rezone the property from the A-1 Zoning District, to the R-2 low density multi-family residential district.

Signature	Address	Date
Downing Development WP, LLC By <i>[Signature]</i>	13004 NW 44 th St. Polk City, IA 50226 Parcel I.D. 1101101004	3-4-22

REZONING SKYE VIEW ESTATES

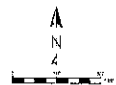
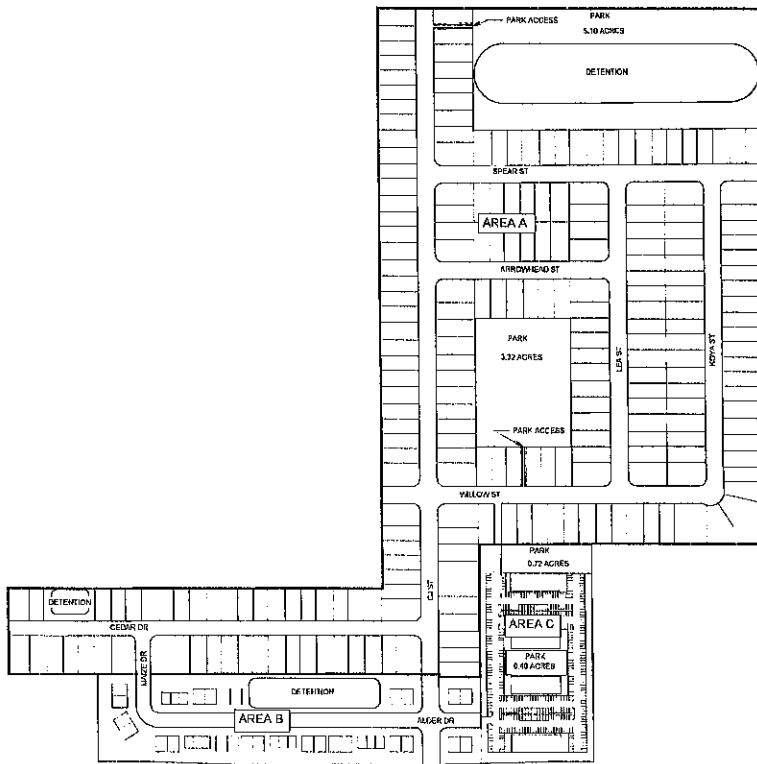
OWNER:
 COGNAC PROPERTIES
 2300 AUSTIN BLVD
 SUITE 1000
 DALLAS, TX 75244
 CONTACT: CHARLES COGNAC
 PHONE: 214.388.1901

ENGINEER/ARCHITECT:
 STUBBS ENGINEERING
 4015 E. SPRING
 FLECKENSTEIN, TX 75002
 CONTACT: BRADLEY STUBBS
 PHONE: 214.388.1901

ALLEGIA:
 855 ALLEGIA BLVD, SUITE 100
 DALLAS, TX 75241

EXISTING ZONING:
 A-1 AGRICULTURAL
 FPM2000 CONDO

PROPOSED ZONING:
 AREA A - R-55 FLEX
 AREA B - R-55 FLEX
 AREA C - R-55 FLEX



SKYE VIEW ESTATES
DALLAS CENTER, IA

STUBBS ENGINEERING
AN IFC COMPANY
 4015 E. SPRING
 FLECKENSTEIN, TX 75002



REZONING PLAN

DATE: 03/02/22
 DRAWN BY: AHS
 ENGINEER: BWS
 PROJECT NUMBER: 21-376
 PAPER NUMBER: 1

PETITION FOR AMENDMENT TO DALLAS CENTER ZONING CODE

TO THE DALLAS CENTER CITY COUNCIL and the
DALLAS CENTER PLANNING AND ZONING COMMISSION:

The undersigned, **Skye View Estates, LLC**, owns the following described real estate situated within the corporate limits of the City of Dallas Center, Iowa:

A PORTION OF THE SE 1/4 OF THE SW 1/4 OF SECTION 36,
TOWNSHIP 80 NORTH, RANGE 27 WEST OF THE 5TH P.M., BEING A
PART OF DALLAS COUNTY PARCEL 0736300008, DALLAS COUNTY,
IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 36;
THENCE S89°51'38"E ALONG THE SOUTH LINE OF THE SE 1/4 OF
THE SW 1/4 OF SAID SECTION 36 A DISTANCE OF 1655.19 FEET;
THENCE N00°07'45"W A DISTANCE OF 64.04 FEET TO THE NORTH
RIGHT-OF-WAY LINE OF STATE HIGHWAY 44, SAID POINT BEING THE
POINT OF BEGINNING; THENCE N00°07'45"W 749.84 FEET; THENCE
N89°47'33"E, 387.66 FEET TO THE NW CORNER OF PARCEL A, AS
RECORDED IN BOOK 849, PAGE 98; THENCE S00°01'10"E ALONG THE
WEST LINE OF SAID PARCEL A, A DISTANCE OF 746.06 FEET TO
THE SW CORNER OF SAID PARCEL A, SAID POINT ALSO BEING THE
NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 44; THENCE
N89°55'28"W ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE
HIGHWAY 44, A DISTANCE OF 155.30 FEET; THENCE S88°39'48"W
ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 44, A
DISTANCE OF 230.98 FEET TO THE POINT OF BEGINNING,
CONTAINING 6.63 ACRES MORE OR LESS.

The undersigned has filed with the City a Petition for Annexation of the above-described parcel of real estate, and the requested rezoning would become effective upon the completion of the annexation process.

Pursuant to Section 165.06 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, the real estate

described above upon its annexation will be zoned as "A-1", Agricultural District Zoning District.

Pursuant to Section 165.15(1) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, the undersigned hereby petitions for an amendment to the Zoning Code to change the zoning classification of the above-described real estate (as shown as Area C on the attached drawing) to "R-3" multi-family residential district.

The rezoning will become effective upon completion of the annexation process.

The undersigned is the owner of all of the area of all of the real estate included within the boundaries of the tract sought to be rezoned.

Additionally, this Petition also is signed and consented to by the owners of at least fifty percent (50%) of the area of all real estate lying outside the tract but within two hundred (200) feet of its boundaries [with intervening streets and alleys not included in the computation of such two hundred feet].

Dated this 3rd day of March, 2022.

Skye View Estates, LLC,

By 

Charles Goodall
Its Manager Member

3233 Ashworth Road, Waukee,
IA 50263
Telephone: (515)-988-9309

All of the Owners of the
Tract Sought to be Re-Zoned

**CONSENT OF ADJACENT PROPERTY OWNERS
TO REQUEST FOR RE-ZONING OF PROPERTY**

The undersigned owners of property lying outside the above-described tract of land owned by **Skye View Estates, LLC**, hereby Consent to the owner's request to rezone the property from the A-1 Zoning District, to the R-3 Multi-family residential district.

Signature	Address	Date
<i>Chris Withers</i> RUB - VP	1051 NE Gateway Dr/PO Box 800 Grimes, IA 50111	3/4/22
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CONSENT OF ADJACENT PROPERTY OWNERS
TO REQUEST FOR RE-ZONING OF PROPERTY**

The undersigned owners of property lying outside the above-described tract of land owned by **Skye View Estates, LLC**, hereby Consent to the owner's request to rezone the property from the A-1 Zoning District, to the R-3 Multi-family residential district.

Signature

Address


Date

Jerry C. Woff Jr. 595 Sugar Grove Ave. 3/4/2022

Roberta J. Woff Trust dated August 23, 2010

**CONSENT OF ADJACENT PROPERTY OWNERS
TO REQUEST FOR RE-ZONING OF PROPERTY**

The undersigned owners of property lying outside the above-described tract of land owned by **Skye View Estates, LLC**, hereby Consent to the owner's request to rezone the property from the A-1 Zoning District, to the R-3 Multi-family residential district.

Signature	Address	Date
Downsing Development WI? LLC By 	13004 NW 44 th St. Polk City, IA 50226 Parcel I.D. 1101101004	3-4-22

REZONING SKYE VIEW ESTATES

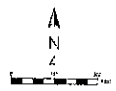
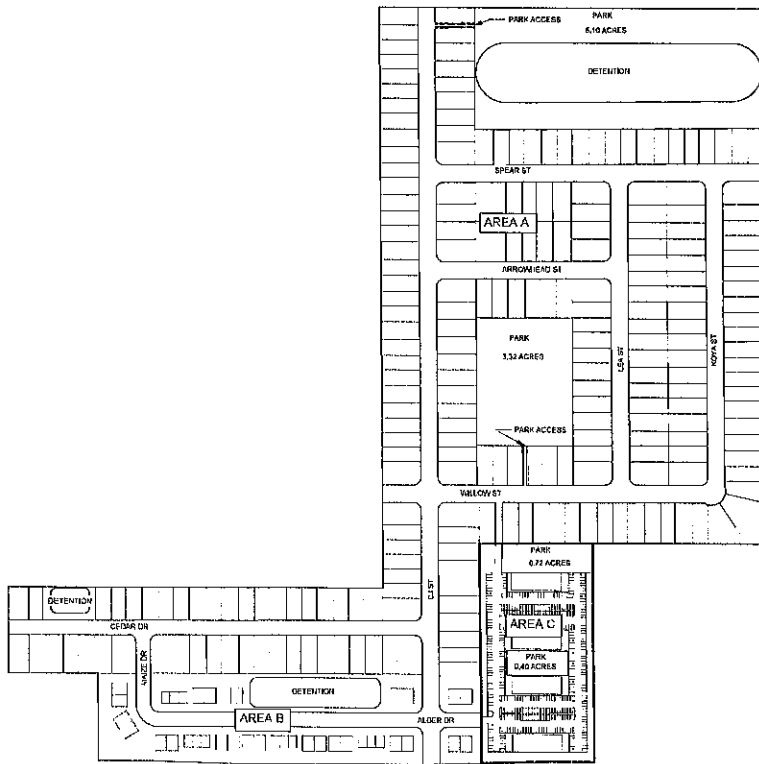
OWNER
 DONALD PROPERTIES
 3012 EASTWIND DR
 SUITE 100
 COUNTY CHAMBERS BOORHAM
 DALLAS, TX 75244

ENGINEER
 STUBBS ENGINEERING
 4110 SMOKE
 PLEASANT HILL, TX 75081
 CONTACT: BRUNO/STUBBS
 PHONE: 972-975-5484

REZONING
 312 ACRES (3,674 SQ. FT.)

EXISTING ZONING
 A-1 (AGRICULTURAL)

PROPOSED ZONING
 AREA A: R-1 (RESIDENTIAL)
 AREA B: R-1 (RESIDENTIAL)
 AREA C: R-1 (RESIDENTIAL)



SKYE VIEW ESTATES
 DALLAS CENTER, IA

STUBBS ENGINEERING
 4110 SMOKE
 PLEASANT HILL, TX 75081
 PHONE: 972-975-5484



REZONING PLAN

DATE: 03/02/22
 DRAWN BY: AMS
 CHECKED BY: BWS
 PROJECT NUMBER: 21-376
 PAGE NUMBER: 1

PREPARED BY

AND RETURN TO: Ralph R. Brown, 502 15th Street, P.O. Box 250, Dallas Center, Iowa 50063 (515) 992-3728

RESOLUTION NO. 2022-22

A RESOLUTION ASSENTING TO THE ANNEXATION OF CERTAIN REAL ESTATE TO THE CITY OF DALLAS CENTER, IOWA

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

WHEREAS, there was on February 1, 2022, filed with the City Council of Dallas Center an Application for Voluntary Annexation [attached as Exhibit "1"], conforming to Section 368.7 of the Code of Iowa, as amended, executed by an authorized representative of Skye View Estates, LLC, an Iowa limited liability company, the same being the owner of the parcel shown on the map Exhibit attached to Exhibit "1"; and

WHEREAS, the Application is for the annexation of territory which is not within an urbanized area of a city other than Dallas Center; and

WHEREAS, pursuant to Section 368.7 of the Code of Iowa, as amended, the City held a Public Hearing on the Application on the 8th day of March, 2022, having published Notice of the Application and Public Hearing in *The Dallas County News* as required by law, as shown by the publisher's Affidavit of Publication attached as Exhibit "3"; and

WHEREAS, the City has complied with Section 368.5 of the Code of Iowa, as amended, requiring that the Iowa Attorney

General and the Dallas County Attorney must be served with notice of the hearing on the annexation proposal prior to any action being taken by the City Council on the Application; all as shown on the attached Affidavit of the City Attorney marked Exhibit "4"; and

WHEREAS, the City has complied with Section 368.7 requiring that the City provide written notice at least fourteen (14) business days prior to any action by the Council by regular mail to the chairperson of the Dallas County Board of Supervisors and to each public utility which serves the territory proposed to be annexed, all as shown on the attached Affidavit of the City Attorney marked Exhibit "4"; and

WHEREAS, upon approval of this Resolution, a copy will be filed with the Iowa Secretary of State as required by law, and that office's acceptance of the filing will later be attached as Exhibit "2" to this Resolution; and

WHEREAS, the City of Dallas Center, Iowa, desires to annex said territory upon the Application heretofore presented.

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

1. That the Application for Annexation of the real estate as legally described as:

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

is hereby approved, together with adjacent county roadway right-of-way (R Avenue) westerly to the existing corporate boundary and adjacent state roadway right-of-way (Highway 44) southerly to the existing corporate boundary and extending further east to the center of Highway 44, all as provided by Section 368.5 of the Code of Iowa, as amended.

2. That upon acknowledgment by the Secretary of State of the Clerk's filing of the legal description, the maps, and this Resolution, this territory shall thereafter be and become a part of the City of Dallas Center, Iowa.

3. That the Clerk shall forthwith cause this Resolution, legal description and the map exhibits attached hereto to be filed with the Secretary of State and other filings as required by Section 368.7(2) of the Code of Iowa, as amended.

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

Ayes: _____

Nays: _____

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

CERTIFICATE

I, Cindy Riesselman, City Clerk of the City of Dallas Center, Iowa, hereby certify that the above and foregoing Resolution is a true copy as shown by the records of the City of Dallas Center, Iowa.

Cindy Riesselman, City Clerk

Copies filed for:

City of Dallas Center
Dallas County Board of Supervisors
Iowa Secretary of State

Iowa Department of Transportation
Dallas County Recorder
Dallas County Auditor
MidAmerican Energy
Mediacom
Century Link
Xenia Rural Water District

Exhibit "1"

February 1, 2022

Dallas Center City Council

City Hall

1502 Walnut Street

P.O. Box 396

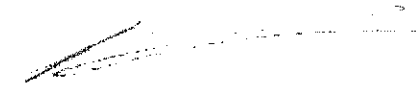
Dallas Center, TX 50063

RE: Request for Annexation

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

Annexation of adjacent county road and state highway is requested.

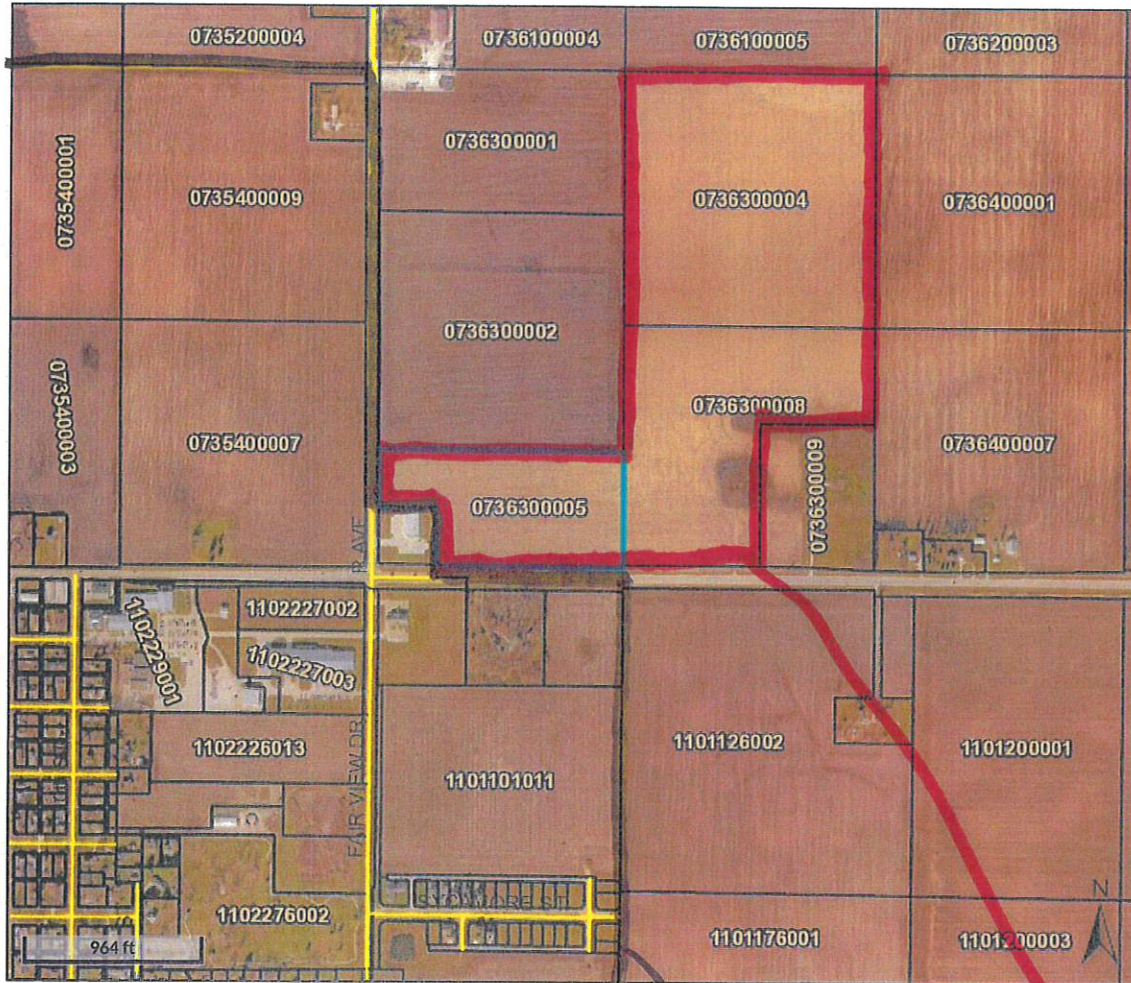
Thank you



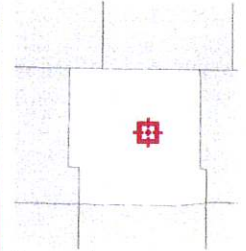
Charles Goodall
Manager, Skye View Estates, LLC

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

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



Overview



Legend

- Parcels
- City Limits

Parcel ID	0736300005	Alternate ID	n/a	Owner Address	SKYE VIEW ESTATES, LLC
Sec/Twp/Rng	36-80-27	Class	A		3233 ASHWORTH RD
Property Address		Acreage	15.17		WAUKEE, IA 50263
District	250006				
Brief Tax Description	S1/2 SW SW /EX PARCEL 19-71/				
	(Note: Not to be used on legal documents)				

Date created: 2/11/2022
 Last Data Uploaded: 2/11/2022 8:12:10 AM

Developed by **Schneider**
 GEOSPATIAL

Parcel to Be Annexed:
Owner: Skye View Estates, LLC

Existing Dallas Center Corporate Boundary

Exhibit "A"

filed 2-22-22

Exhibit 3

Proof Of Publication in
DALLAS COUNTY NEWS

CITY OF DALLAS CENTER
PO BOX 396
DALLAS CENTER, IA 50063 --0396

STATE OF WISCONSIN, BROWN COUNTY

Adel Jordan on oath depose and say
that I am the Legal Clerk of DALLAS COUNTY NEWS, a weekly
newspaper, published at ; Adel, Dallas County, Iowa that the
annexed printed:

CITY OF DALLAS CENTER
Annex Skyview Notice

was published in said newspaper 1 time(s) in issues dated:

February 17, 2022

the last day of said publication being the
17th day of February, 2022

#1444384
NOTICE OF PUBLIC HEARING
BEFORE THE DALLAS CENTER CITY
COUNCIL ON APPLICATION
FOR ANNEXATION

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

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

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

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

CITY OF DALLAS CENTER
Cindy Riesselman
City Administrator

Published in the Dallas County
News on February 17, 2022 (1T)

Adel Jordan
Legal Clerk

Amy Kokott
Notary Public, State of Wisconsin, County of Brown

10/30/2025
My commission expires

sworn to before me and subscribed in my presence by this the
17th day of February, 2022

FEE: \$28.38
AD #: 0001444384
ACCT: 29479

AMY KOKOTT
Notary Public
State of Wisconsin

Exhibit 4

**AFFIDAVIT OF MAILING
NOTICE OF PUBLIC HEARING AND MEETING
TO DALLAS COUNTY BOARD OF SUPERVISORS,
IOWA ATTORNEY GENERAL, DALLAS COUNTY ATTORNEY,
AND PUBLIC UTILITIES**

STATE OF IOWA :
: ss.
COUNTY OF DALLAS :

I, Ralph R. Brown, being first duly sworn do upon my oath depose and state that I am the Dallas Center City Attorney and on the 11th day of February, 2022, I personally mailed to each of the following named persons and entities:

Mr. Mark Hanson, Chair
Dallas County Board of Supervisors
902 Court Street
Adel, Iowa 50003

Mr. Chuck Sinnard
Dallas County Attorney
207 N. 9th Street
Adel, Iowa 50003

Mr. Tom Miller
Iowa Attorney General
Hoover State Office Building
1306 E. Walnut Street
Des Moines, Iowa 50319

Mediacom
2205 Ingersoll Avenue
Des Moines, Iowa 50312

MidAmerican Energy Company
823 Walnut Street
P.O. Box 657
Des Moines, Iowa 50312

Xenia Rural Water District
P.O. Box 39
Bouton, Iowa 50039

Century Link
2103 East University Avenue
Des Moines, Iowa 50317

a Notice (a true copy of which is attached hereto and made a part hereof) of a Public Hearing and Meeting of the Dallas Center City Council to consider an Application for Voluntary Annexation of Real Estate owned by Skye View Estates, LLC, each such Notice being mailed in a sealed envelope with proper postage thereon, addressed to the said persons and entities respectively, at his or its last known Post Office addresses, by depositing the same on said date in a United States Post Office mail receptacle in Dallas Center, Iowa.

The Notices to the Chair of the Board of Supervisors, the Attorney General and the Dallas County Attorney were sent by certified mail.

Notices were provided to public utilities serving the area proposed to be annexed as required under Section 368.7 of the Code of Iowa.

Attached are the certified mail return receipts for the Notices mailed to the Chair of the County Board of Supervisors, the Attorney General and the Dallas County Attorney.

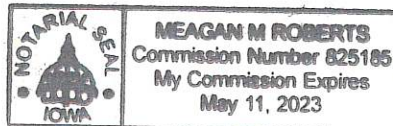


Ralph R. Brown

Subscribed and sworn to before me this 11th day of February, 2022.



Meagan Roberts, Notary Public
in and for the State of Iowa





DALLAS CENTER
{ Quietly PROGRESSIVE }

NOTICE OF PUBLIC HEARING
AND MEETING OF THE
DALLAS CENTER CITY COUNCIL
TO CONSIDER APPLICATION FOR
VOLUNTARY ANNEXATION OF REAL ESTATE

Mr. Mark Hanson, Chair
Dallas County Board of Supervisors
902 Court Street
Adel, Iowa 50003

CERTIFIED MAIL

7020 0640 0000 8641 0170

Dear Mark:

Skye View Estates, LLC has filed with the City of Dallas Center, Iowa, an Application for Voluntary Annexation of certain real estate owned by it adjacent to the present municipal corporate boundary. A copy of the Application is enclosed, together with a vicinity map showing the location of the parcel of real estate in relationship to the current boundaries of the City.

The Dallas Center City Council will conduct a Public Hearing on the Application at its regular meeting at 7 o'clock p.m. on Tuesday, March 9, 2022, at the Dallas Center City Hall (Memorial Hall, second floor) at 1502 Walnut, Dallas Center, Iowa, and will then take action on the Application. A copy of the Notice of Public Hearing also is enclosed.

A portion of R Avenue, which lies in Dallas County, is requested to be annexed into the City.

This Notice is given pursuant to Section 368.7(2) of the Code of Iowa that requires that the City provide by certified written notice of the filing of the Application and the holding of the public hearing to the Chair of the County Board of Supervisors at least 14 business days before the Council meeting.

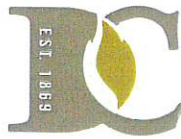
Dated this 11th day of February, 2022.

Ralph R. Brown
Dallas Center City Attorney
P.O. Box 250
Dallas Center, Iowa 50063
Telephone: (515) 992-3728
FAX: (515) 992-3971
ralph@dallascenterlawyers.com.

Enclosures

CITY HALL

1502 Walnut St, PO Box 396, Dallas Center, Iowa 50063 | p 515.992.3725 | f 515.992.3764 | cityhall@dallascenter.com
dallascenter.com



DALLAS CENTER
{ *Quietly* PROGRESSIVE }

NOTICE OF PUBLIC HEARING
AND MEETING OF THE
DALLAS CENTER CITY COUNCIL
TO CONSIDER APPLICATION FOR
VOLUNTARY ANNEXATION OF REAL ESTATE

Mr. Chuck Sinnard
Dallas County Attorney
207 N. 9th Street
Adel, Iowa 50003

CERTIFIED MAIL
7020 0640 0000 8641 0187

Dear Chuck:

Skye View Estates, LLC has filed with the City of Dallas Center, Iowa, an Application for Voluntary Annexation of certain real estate owned by it adjacent to the present municipal corporate boundary. A copy of the Application is enclosed, together with a vicinity map showing the location of the parcel of real estate in relationship to the current boundaries of the City. The Application includes territory comprising County highway right-of-way – R Avenue.

The Dallas Center City Council will conduct a Public Hearing on the Application at its regular meeting at 7 o'clock p.m. on Tuesday, March 8, 2022, at the Dallas Center City Hall (Memorial Hall, second floor) at 1502 Walnut, Dallas Center, Iowa, and will then take action on the Application. A copy of the Notice of Public Hearing also is enclosed.

This Notice is given pursuant to Section 368.5 of the Code of Iowa that provides territory owned by Dallas County may be annexed but the County Attorney must be served with notice of hearing before the City Council and provided a copy of the Application for Annexation.

A copy of the notice of Public Hearing also is being mailed to the Dallas County Board of Supervisors, as required by Section 368.7(2) of the Code of Iowa.

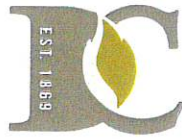
Dated this 11th day of February, 2022.

Ralph R. Brown
Dallas Center City Attorney
P.O. Box 250
Dallas Center, Iowa 50063
Telephone: (515) 992-3728
FAX: (515) 992-3971
ralph@dallascenterlawyers.com.

Enclosures

CITY HALL

1502 Walnut St, PO Box 396, Dallas Center, Iowa 50063 | p 515.992.3725 | f 515.992.3764 | cityhall@dallascenter.com
dallascenter.com



DALLAS CENTER
{ Quietly PROGRESSIVE }

NOTICE OF PUBLIC HEARING
AND MEETING OF THE
DALLAS CENTER CITY COUNCIL
TO CONSIDER APPLICATION FOR
VOLUNTARY ANNEXATION OF REAL ESTATE

Mr. Tom Miller
Iowa Attorney General
Hoover State Building
1306 E. Walnut Street
Des Moines, Iowa 50319

CERTIFIED MAIL

7020 0640 0000 8641 0194

Dear Mr. Miller:

Skye View Estates, LLC has filed with the City of Dallas Center, Iowa, an Application for Voluntary Annexation of certain real estate owned by it adjacent to the present municipal corporate boundary. A copy of the Application is enclosed, together with a vicinity map showing the location of the parcel of real estate in relationship to the current boundaries of the City. The Application includes territory comprising State highway right-of-way – Highway 44.

The Dallas Center City Council will conduct a Public Hearing on the Application at its regular meeting at 7 o'clock p.m. on Tuesday, March 8, 2022, at the Dallas Center City Hall (Memorial Hall, second floor) at 1502 Walnut, Dallas Center, Iowa, and will then take action on the Application. A copy of the Notice of Public Hearing also is enclosed.

This Notice is given pursuant to Section 368.5 of the Code of Iowa that provides territory owned by The State of Iowa may be annexed but the Attorney General must be served with notice of hearing before the City Council and provided a copy of the Application for Annexation.

A copy of the notice of Public Hearing also is being mailed to the Dallas County Board of Supervisors, as required by Section 368.7(2) of the Code of Iowa.

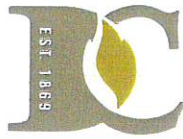
Dated this 11th day of February, 2022.

Ralph R. Brown
Dallas Center City Attorney
P.O. Box 250
Dallas Center, Iowa 50063
Telephone: (515) 992-3728
FAX: (515) 992-3971
ralph@dallascenterlawyers.com.

Enclosures

CITY HALL

1502 Walnut St, PO Box 396, Dallas Center, Iowa 50063 | p 515.992.3725 | f 515.992.3764 | cityhall@dallascenter.com
dallascenter.com



DALLAS CENTER
{ *Quietly* PROGRESSIVE }

NOTICE OF PUBLIC HEARING
AND MEETING OF THE
DALLAS CENTER CITY COUNCIL
TO CONSIDER APPLICATION FOR
VOLUNTARY ANNEXATION OF REAL ESTATE

February 11, 2022

Notice of Filing of Municipal Annexation
MidAmerican Energy
823 Walnut Street
P. O. Box 657
Des Moines, Iowa 50303

Notice of Filing of Municipal Annexation
Century Link
2103 East University Avenue
Des Moines, Iowa 50317

Notice of Filing of Municipal Annexation
Mediacom
2205 Ingersoll Avenue
Des Moines, Iowa 50312

Notice of Filing of Municipal Annexation
Xenia Rural Water District
P. O. Box 39
Bouton, Iowa 50039

Gentlepersons:

Skye View Estates, LLC has filed with the City of Dallas Center, Iowa, an Application for Voluntary Annexation of certain real estate owned by it adjacent to the present municipal corporate boundary. A copy of the Application is enclosed, together with a vicinity map showing the location of the parcel of real estate in relationship to the current boundaries of the City

The Dallas Center City Council will conduct a Public Hearing on the Application at its regular meeting at 7 o'clock p.m. on Tuesday, March 8, 2022, at the Dallas Center City Hall (Memorial Hall, second floor) at 1502 Walnut, Dallas Center, Iowa, and will then take action on the Application. A copy of the Notice of Public Hearing also is enclosed.

CITY HALL

1502 Walnut St, PO Box 396, Dallas Center, Iowa 50063 | p 515.992.3725 | f 515.992.3764 | cityhall@dallascenter.com
dallascenter.com



DALLAS CENTER
{ *Quietly* PROGRESSIVE }

This Notice is given pursuant to Section 368.7(1)(d) of the Code of Iowa that requires that Notice must be given at least 14 business days prior to any action by the City Council regarding the Applications, including a Public Hearing, to each public utility which serves the territory proposed to be annexed.

Dated this 11th day of February, 2022.

Ralph R. Brown
Dallas Center City Attorney
P.O. Box 250
Dallas Center, Iowa 50063
Telephone: (515) 992-3728
FAX: (515) 992-3971
ralph@dallascenterlawyers.com.

Enclosures

By Regular Mail

CITY HALL

1502 Walnut St, PO Box 396, Dallas Center, Iowa 50063 | p 515.992.3725 | f 515.992.3764 | cityhall@dallascenter.com
dallascenter.com

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

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

The East One-half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the South One-half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-six (36) of Township Eighty (80) North, Range Twenty-seven (27) West of the 5th P.M., Dallas County, Iowa, EXCEPT Parcel A of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa, as shown on Plat of Survey recorded in Book 849 Page 98, and EXCEPT Parcel 19-71 of the SW $\frac{1}{4}$ Section 36, Township 80 North, Range 27 West of the 5th PM, Dallas Center, Dallas County, Iowa, as shown on Plat of Survey recorded in Book 2019 Page 14376.

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

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

CITY OF DALLAS CENTER
Cindy Riesselman
City Administrator

[Publish February 17, 2022]

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Tom Miller
 Iowa Attorney General
 Hoover State Building
 1306 E Walnut Street
 Des Moines, Iowa 50319



9590 9402 5971 0062 7106 11

2. Article Number (Transfer from service label)

7020 0640 0000 8641 0194

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

MICHAEL O'SULLIVAN
MAIL DIVISION
DES MOINES, IA 50319

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

14 FEB 2022

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (0)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Chuck Sinnard
 Dallas County Attorney
 207 N 9th Street
 Adel, Iowa 50003



9590 9402 5971 0062 7106 28

2. Article Number (Transfer from service label)

7020 0640 0000 8641 0187

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x C-1a

- Agent
- Addressee

B. Received by (Printed Name)

Fisher

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (0)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mark Hanson, Chair
 Dallas County Board of Supervisors
 902 Court Street
 Adel, Iowa 50003



9590 9402 5971 0062 7106 35

2. Article Number (Transfer from service label)

7020 0640 0000 8641 0170

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x C-1a

- Agent
- Addressee

B. Received by (Printed Name)

Harney

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (0)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

RESOLUTION NO. 2022-15

A RESOLUTION PROVIDING FOR ACQUIRING PERPETUAL AND PERMANENT STORM SEWER EASEMENT EASEMENT ACROSS A PORTION OF LOT 19 IN MEADOW VIEW ACRES PLAT ONE; APPROVING THE EASEMENT FORM THEREOF; ACCEPTING SAID EASEMENT ON BEHALF OF THE CITY OF DALLAS CENTER, IOWA; AND AUTHORIZING PAYMENT OF COMPENSATION TO THE PROPERTY OWNER.

WHEREAS, it is necessary and required that the City procure from a certain owner of real estate a perpetual and permanent storm sewer easement over, under, through, and across certain land as hereinafter described; and

WHEREAS, the City has entered into negotiations with the owner of said certain real estate for the easement; and

WHEREAS, the Engineer's plan proposes and provides for the procuring of an easement to the following tract of real estate from the owner thereof as follows, to-wit: a Permanent and Perpetual Easement over real estate owned by Sean R. Shatava attached hereto as Exhibit "A" with compensation in the amount of one dollar (\$1.00); and

WHEREAS, the proposed Easement to a tract of real estate shall read, provide and be in substance as in Exhibit "A" attached hereto and made a part hereof, has been duly executed by the grantor, and should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dallas Center, Iowa:

1. That the form and provisions of said Easement, as set forth in the attached Exhibit "A" be and the same is hereby approved.

2. That the Mayor and Clerk be and they hereby are authorized, directed, and empowered on behalf of the City of Dallas Center, Iowa, to accept the Easement to the tract of real estate by the owner of said described real estate, so given and granted unto the City of Dallas Center, Iowa.

3. That the Clerk shall file the easement for record in the office of the Recorder of Dallas County, Iowa.

4. That there is hereby appropriated as a Stormwater Project all such funds necessary and required for the cause and expense of acquiring (for the compensation set forth in this Resolution) and recording said Easement and the Clerk is hereby directed to issue proper warrants therefor.

Passed, signed and adopted the 8th day of March, 2022.

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

Prepared by and
Return to: Ralph R. Brown, 502-15th Street, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **SEAN R. SHATAVA**, a single person, (hereinafter called "Owner" or "Grantor") in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid by **the City of Dallas Center, State of Iowa**, (hereinafter called "City"), receipt of which is hereby acknowledged, does sell, grant and convey to the City a perpetual and permanent easement and right-of-way (hereinafter called "Easement") upon, over, under, through, and across the following described real property, to wit (and as shown by the attached Easement Drawing):

Perpetual and Permanent Easement

A perpetual storm sewer easement located in Lot 19 in Meadow View Acres Plat One, an Official Plat, now included in and forming a part of the City of Dallas Center, Dallas County, Iowa, more particularly described as follows: the North 15.00 feet of the East 20.00 feet of said Lot 19

Containing 300 square feet or 0.01 acres, more or less.

Storm Sewer

Said easement is granted to the City of Dallas Center, Iowa, for the construction of a storm sewer or sewers and appurtenances thereto (hereinafter called "Facilities") and to permit and allow the City to enter at any time upon and into the easement area described herein, and to use as much of the surface and subsurface thereto to construct, replace, locate, rebuild, enlarge, reconstruct, add to, patrol, repair and maintain whenever necessary the Facilities within the easement area granted herein.

The Perpetual Easement when executed shall grant to the City possession upon such date of execution and shall be permanent and perpetual in nature.

It is hereby agreed that no permanent improvements shall be constructed or placed upon the above-described Perpetual Easement and that if any such improvement is constructed or placed thereon, in violation of this easement, the City shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, inspection, repair, operation, maintenance or servicing of the improvements.

Within a reasonable time after the City performs work in the easement area, the City agrees to restore the unimproved portion of the disturbed easement area in substantially the same condition as prior to entry. The City will restore the surface of the ground by machine finishing and seeding any grassed areas disturbed by the City. Any fencing removed will be reconstructed by the City. City agrees to remove from the easement area and surrounding land all debris, spoils and equipment resulting from or used in connection with the undertaking of work in the easement area.

If any damage shall be sustained by the Grantor by reason of the construction, reconstruction, inspection, repair, operation, maintenance, service improvements or future improvements, that the City shall pay to the Grantor all reasonable damages that may be sustained. In the event that the City and the Grantor cannot mutually agree upon the amount of any such damages that may be so sustained, the City shall appoint one competent person, and the Grantor shall appoint one competent person, and these two persons shall appoint a third competent person, and the three such persons so appointed shall act as appraisers, to fix, ascertain and determine the amount of damage, if any, that may be sustained by the Grantor, and that upon the determination of the amount of such damage, if any, that the City will within sixty (60) days thereafter pay to the Grantor the amount of such damages so fixed and determined by said appraisers. The provisions of this paragraph shall not be interpreted to imply recovery of damages sustained to permanent improvements constructed or placed upon the Permanent Easement by the Grantor.

The Owner covenants with the City that he has a good right and lawful authority to make and execute this Easement Agreement herein.

The term "Owner" used herein shall refer to the undersigned party, and successors in interest and assigns of the Owner.

The term "City" shall mean the City of Dallas Center, Iowa, its agents, officers and employees, including contractors.

The Owner agrees that the Dallas County District Court of the State of Iowa, shall have exclusive jurisdiction over the subject matter of this Easement and he consents to the jurisdiction of the Court in Dallas County, Iowa.

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

IN WITNESS WHEREOF I have hereunto affixed my hand this _____ day of _____, 2022.

Sean R. Shatava

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :

This record was acknowledged before me on the ____ day of _____,
2022, by Sean R. Shatava.

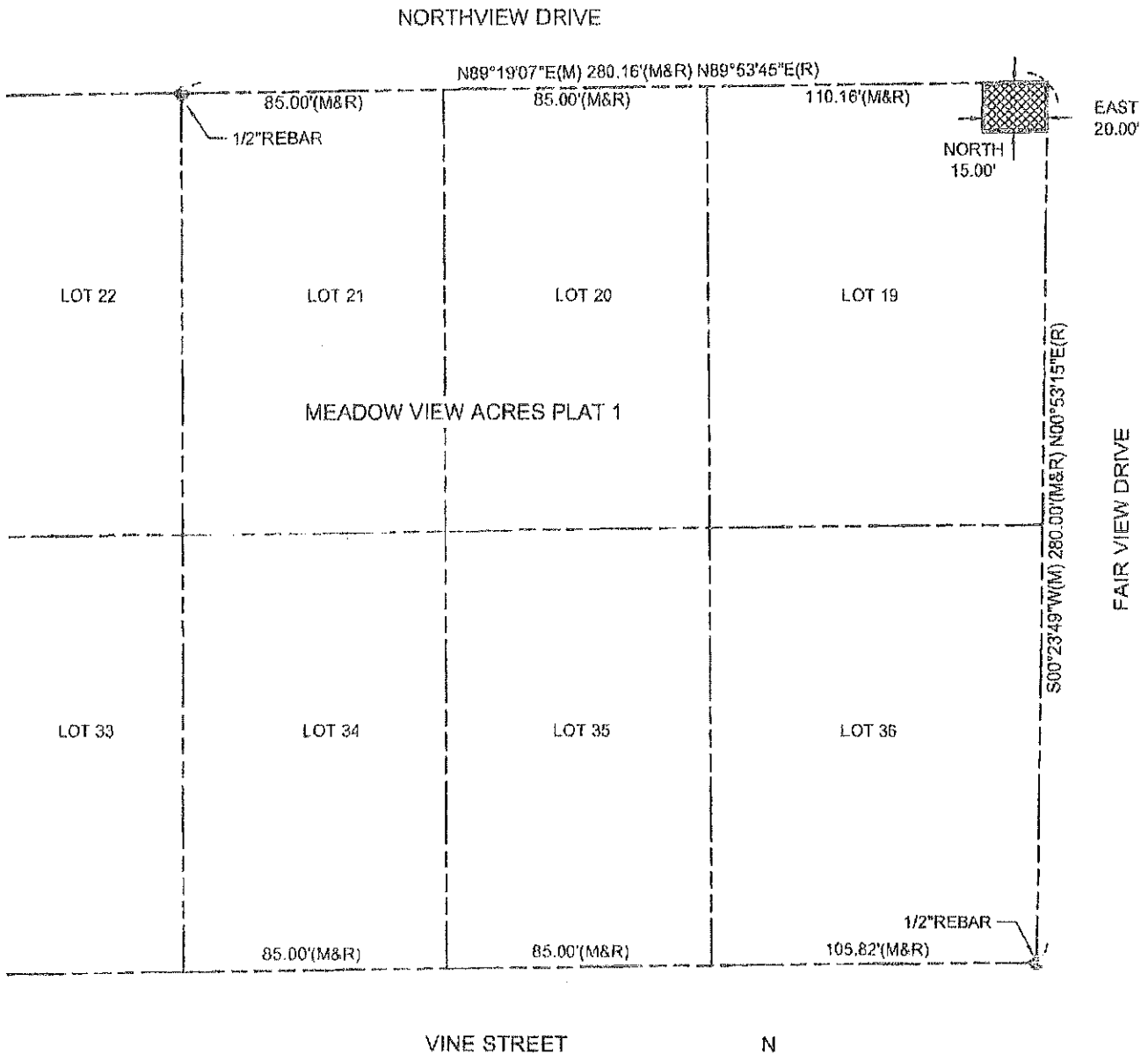
_____, Notary Public
in and for the State of Iowa

EASEMENT DRAWING

PROPERTY OWNER:
SEAN R. SHATAVA
602 NORTHVIEW DRIVE
DALLAS CENTER, IA 50063
BOOK 2021, PAGE 32359

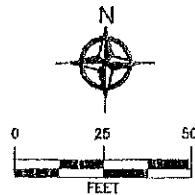
FOR PERPETUAL STORM SEWER BEING CONVEYED TO
THE CITY OF DALLAS CENTER, IOWA

EAS-01



LEGEND

- FOUND SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- PROPERTY LINE
- EASEMENT AREA 300 SQ.FT



SURVEY FOR:
CITY OF DALLAS CENTER
1502 WALNUT STREET
DALLAS CENTER, IA 50063
PHONE: (515) 992-3725

V&K PROJECT NUMBER 2121-046 DATE: 02-02-2022



SHEET
1 OF 1

RESOLUTION NO. 2022-16

A RESOLUTION PROVIDING FOR ACQUIRING PERPETUAL AND PERMANENT STORM SEWER EASEMENT EASEMENT ACROSS A PORTION OF LOT 19 IN THE NEIGHBORHOOD OF DALLAS CENTER, PLAT 1; APPROVING THE EASEMENT FORM THEREOF; ACCEPTING SAID EASEMENT ON BEHALF OF THE CITY OF DALLAS CENTER, IOWA; AND AUTHORIZING PAYMENT OF COMPENSATION TO THE PROPERTY OWNER.

WHEREAS, it is necessary and required that the City procure from certain owners of real estate a perpetual and permanent storm sewer easement over, under, through, and across certain land as hereinafter described; and

WHEREAS, the City has entered into negotiations with the owners of said certain real estate for the easement; and

WHEREAS, the Engineer's plan proposes and provides for the procuring of an easement to the following tract of real estate from the owners thereof as follows, to-wit: a Permanent and Perpetual Easement over real estate owned by Kasey L. Griffith and Calvin D. Griffith attached hereto as Exhibit "A" with compensation in the amount of one dollar (\$1.00); and

WHEREAS, the proposed Easement to a tract of real estate shall read, provide and be in substance as in Exhibit "A" attached hereto and made a part hereof, has been duly executed by the grantors, and should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dallas Center, Iowa:

1. That the form and provisions of said Easement, as set forth in the attached Exhibit "A" be and the same is hereby approved.

2. That the Mayor and Clerk be and they hereby are authorized, directed, and empowered on behalf of the City of Dallas Center, Iowa, to accept the Easement to the tract of real estate by the owners of said described real estate, so given and granted unto the City of Dallas Center, Iowa.

3. That the Clerk shall file the easement for record in the office of the Recorder of Dallas County, Iowa.

4. That there is hereby appropriated as a Stormwater Project all such funds necessary and required for the cause and expense of acquiring (for the compensation set forth in this Resolution) and recording said Easement and the Clerk is hereby directed to issue proper warrants therefor.

Passed, signed and adopted the 8th day of March, 2022.

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

Prepared by and
Return to: Ralph R. Brown, 502-15th Street, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **KASEY L. GRIFFITH and CALVIN D. GRIFFITH**, a married couple, (hereinafter called "Owner" or "Grantor") in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid by **the City of Dallas Center, State of Iowa**, (hereinafter called "City"), receipt of which is hereby acknowledged, do sell, grant and convey to the City a perpetual and permanent easement and right-of-way (hereinafter called "Easement") upon, over, under, through, and across the following described real property, to wit:

Perpetual and Permanent Easement

A perpetual storm sewer easement located in Lot 19 in The Neighborhood of Dallas Center, Plat 1, an Official Plat, now included in and forming a part of the City of Dallas Center, Dallas County, Iowa, more particularly described as follows: the South 5.00 feet of said Lot 19.

Storm Sewer

Said easement is granted to the City of Dallas Center, Iowa, for the construction of a storm sewer or sewers and appurtenances thereto (hereinafter called "Facilities") and to permit and allow the City to enter at any time upon and into the easement area described herein, and to use as much of the surface and subsurface thereto to construct, replace, locate, rebuild, enlarge, reconstruct, add to, patrol, repair and maintain whenever necessary the Facilities within the easement area granted herein.

The Perpetual Easement when executed shall grant to the City possession upon such date of execution and shall be permanent and perpetual in nature.

It is hereby agreed that no permanent improvements shall be constructed or placed upon the above-described Perpetual Easement and that if any such improvement is constructed or placed thereon, in violation of this easement, the City shall in no way be responsible for any

damages thereto resulting from the construction, reconstruction, inspection, repair, operation, maintenance or servicing of the improvements.

Within a reasonable time after the City performs work in the easement area, the City agrees to restore the unimproved portion of the disturbed easement area in substantially the same condition as prior to entry. The City will restore the surface of the ground by machine finishing and seeding any grassed areas disturbed by the City. Any fencing removed will be reconstructed by the City. City agrees to remove from the easement area and surrounding land all debris, spoils and equipment resulting from or used in connection with the undertaking of work in the easement area.

If any damage shall be sustained by the Grantor by reason of the construction, reconstruction, inspection, repair, operation, maintenance, service improvements or future improvements, that the City shall pay to the Grantor all reasonable damages that may be sustained. In the event that the City and the Grantor cannot mutually agree upon the amount of any such damages that may be so sustained, the City shall appoint one competent person, and the Grantor shall appoint one competent person, and these two persons shall appoint a third competent person, and the three such persons so appointed shall act as appraisers, to fix, ascertain and determine the amount of damage, if any, that may be sustained by the Grantor, and that upon the determination of the amount of such damage, if any, that the City will within sixty (60) days thereafter pay to the Grantor the amount of such damages so fixed and determined by said appraisers. The provisions of this paragraph shall not be interpreted to imply recovery of damages sustained to permanent improvements constructed or placed upon the Permanent Easement by the Grantor.

The Owner covenants with the City that he has a good right and lawful authority to make and execute this Easement Agreement herein.

The term "Owner" used herein shall refer to the undersigned parties, and successors in interest and assigns of the Owner.

The term "City" shall mean the City of Dallas Center, Iowa, its agents, officers and employees, including contractors.

The Owner agrees that the Dallas County District Court of the State of Iowa, shall have exclusive jurisdiction over the subject matter of this Easement and they consent to the jurisdiction of the Court in Dallas County, Iowa.

Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

IN WITNESS WHEREOF We have hereunto affixed our hands this ____ day of _____, 2022.

Kasey L. Griffith

Calvin D. Griffith

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :

This record was acknowledged before me on the ____ day of _____,
2022, by Kasey L. Griffith and Calvin D. Griffith, a married couple.

_____, Notary Public
in and for the State of Iowa

ORDINANCE NO. 567

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

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

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

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

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

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

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

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

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

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

ORDINANCE NO. 568

AN ORDINANCE AMENDING CHAPTER 24 OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, (TREE BOARD) BY INCREASING THE BOARD MEMBERSHIP TO FIVE FROM THREE

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

SECTION 1. Section 24.01 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended to read as follows:

24.01 TREE BOARD ESTABLISHED. The Tree Board consists of five citizens of the City appointed by the Mayor, subject to the approval of the Council, for staggered three-year terms. Each term shall commence on July 1. Vacancies on the Board shall be filled in the same manner as the original appointment for the remainder of the unexpired term.

SECTION 2. With the expansion of the Tree Board from three to five members, one new member shall be appointed to a term ending June 30, 2023; and one new member shall be appointed to a term ending June 30, 2024.

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

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

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

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

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk

2022-14

FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023
 ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
 The City of: DALLAS CENTER County Name: DALLAS COUNTY

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.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	94,810,109	2b	94,141,316	City Number: 25-230 Last Official Census: 1,901
DEBT SERVICE	3a	102,195,990	3b	101,527,197	
Ag Land	4a	3,117,920			

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW			Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	767,962	762,545	43	8.10000
Non-Voted Other Permissible Levies								
Contract for use of Bridge	0.67500			6		0	44	0.00000
Opr & Maint publicly owned Transit	0.95000			7		0	45	0.00000
Rent, Ins. Maint of Civic Center	Amt Nec			8		0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500			9		0	47	0.00000
Planning a Sanitary Disposal Project	0.06750			10		0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000			11		0	49	0.00000
Levee Impr. fund in special charter city	0.06750			13		0	51	0.00000
Liability, property & self insurance costs	Amt Nec			14	56,000	55,605	52	0.59065
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462		0	465	0.00000
Voted Other Permissible Levies								
Instrumental/Vocal Music Groups	0.13500			15		0	53	0.00000
Memorial Building	0.81000			16		0	54	0.00000
Symphony Orchestra	0.13500			17		0	55	0.00000
Cultural & Scientific Facilities	0.27000			18		0	56	0.00000
County Bridge	As Voted			19		0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000			20		0	58	0.00000
Aid to a Transit Company	0.03375			21		0	59	0.00000
Maintain Institution received by gift/devise	0.20500			22		0	60	0.00000
City Emergency Medical District	1.00000			463		0	466	0.00000
Support Public Library	0.27000			23		0	61	0.00000
Unified Law Enforcement	1.50000			24		0	62	0.00000
Total General Fund Regular Levies (5 thru 24)				25	823,962	818,150		
Ag Land	3.00375			26	9,365	9,365	63	3.00360
Total General Fund Tax Levies (25 + 26)				27	833,327	827,515		
Special Revenue Levies								
Emergency (if general fund at levy limit)	0.27000			28		0	64	0.00000
Police & Fire Retirement	Amt Nec			29		0		0.00000
FICA & IPERS (if general fund at levy limit)	Amt Nec			30	81,603	81,027		0.86070
Other Employee Benefits	Amt Nec			31	73,557	73,038		0.77583
Total Employee Benefit Levies (29,30,31)				32	155,160	154,065	65	1.63653
Sub Total Special Revenue Levies (28+32)				33	155,160	154,065		
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation					
SSMID 1		0	0	34		0	66	0.00000
SSMID 2		0	0	35		0	67	0.00000
SSMID 3		0	0	36		0	68	0.00000
SSMID 4		0	0	37		0	69	0.00000
SSMID 5		0	0	555		0	565	0.00000
SSMID 6		0	0	556		0	566	0.00000
SSMID 7		0	0	1177		0	1179	0.00000
SSMID 8		0	0	1185		0	1187	0.00000
Total Special Revenue Levies				39	155,160	154,065		
Debt Service Levy 76.10(6)	Amt Nec			40	231,557	230,041	70	2.26581
Capital Projects (Capital Improv. Reserve)	0.67500			41		0	71	0.00000
Total Property Taxes (27+39+40+41)				42	1,220,044	1,211,621	72	12.59299

(Signature) _____ (Date) _____ (County Auditor) _____ (Date) _____

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

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

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

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

City Website (if available)
www.dallascenter.com

City Telephone Number
 (515) 992-3725

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

Explanation of significant increases in the budget:

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

If applicable, the above notice also available online at:

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

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

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

FUND BALANCE
City Name: DALLAS CENTER
Fiscal Year July 1, 2022 - June 30, 2023

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2021									
Beginning Fund Balance July 1	1,322,959	2,776,260	9,928	43,298	0	28,558	4,181,003	839,818	5,020,821
Actual Revenues Except Beg Balance	1,427,773	922,707	151,664	374,925	2,572,015	470	5,449,554	5,553,935	11,003,489
Actual Expenditures Except End Balance	1,402,624	1,941,404	156,651	361,621	2,572,015	0	6,434,315	5,031,009	11,465,324
Ending Fund Balance June 30	1,348,108	1,757,563	4,941	56,602	0	29,028	3,196,242	1,362,744	4,558,986
Re-Estimated FY 2022									
Beginning Fund Balance	1,348,108	1,757,563	4,941	56,602	0	29,028	3,196,242	1,362,744	4,558,986
Re-Est Revenues	1,481,002	1,006,355	160,050	384,999	132,333	118	3,164,857	1,153,810	4,318,667
Re-Est Expenditures	1,752,815	718,391	128,437	363,947	0	0	2,963,790	1,122,024	4,085,814
Ending Fund Balance	1,076,295	2,045,327	36,554	77,654	132,333	29,146	3,397,309	1,394,530	4,791,839
Budget FY 2023									
Beginning Fund Balance	1,076,295	2,045,327	36,554	77,654	132,333	29,146	3,397,309	1,394,530	4,791,839
Revenues	1,661,786	954,872	190,055	598,343	4,710,489	130	8,115,675	1,067,709	9,183,384
Expenditures	1,831,020	2,765,003	203,887	587,783	4,159,216	2,500	9,549,409	1,283,379	10,832,788
Ending Fund Balance	907,061	235,196	22,722	88,214	683,606	26,776	1,963,575	1,178,860	3,142,435

LOCAL EMC SUPPORT

City Name: DALLAS CENTER

Fiscal Year: July 1, 2022 - June 30, 2023

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 5 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.	0	0
TOTAL FOR FY 2023	0	0

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: DALLAS CENTER

Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY									
Police Department/Crime Prevention	1 158,351	60,481						218,832	209,647
Jail	2							0	0
Emergency Management	3							0	0
Flood Control	4							0	0
Fire Department	5 159,000	8,207						167,207	63,279
Ambulance	6							0	0
Building Inspections	7 48,000							48,000	32,127
Miscellaneous Protective Services	8							0	0
Animal Control	9 200							200	67
Other Public Safety	10							0	0
TOTAL (lines 1 - 10)	11 365,551	68,688				0		434,239	305,120
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12 204,046	185,147						389,193	293,599
Parking - Meter and Off-Street	13							0	0
Street Lighting	14	24,500						24,500	18,461
Traffic Control and Safety	15							0	0
Snow Removal	16	21,500						21,500	15,165
Highway Engineering	17							0	0
Street Cleaning	18							0	0
Airport (if not Enterprise)	19							0	0
Garbage (if not Enterprise)	20 257,839	15,153						272,992	267,748
Other Public Works	21 124,958	15,982						140,940	95,421
TOTAL (lines 12 - 21)	22 586,843	262,282				0		849,125	690,394
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 8,000							8,000	7,250
Community Mental Health	28							0	0
Other Health and Social Services	29 0							0	1,528
TOTAL (lines 23 - 29)	30 8,000	0				0		8,000	8,778
CULTURE & RECREATION									
Library Services	31 149,419	41,194				0		190,613	265,489
Museum, Band and Theater	32							0	0
Parks	33 139,621	90,587						230,208	203,415
Recreation	34 79,650	12,000				0		91,650	59,439
Cemetery	35							0	0
Community Center, Zoo, & Marina	36							0	0
Other Culture and Recreation	37							0	0
TOTAL (lines 31 - 37)	38 368,690	143,781				0		512,471	528,343

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: DALLAS CENTER

Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
COMMUNITY & ECONOMIC DEVELOPMENT									
Community Beautification	39							0	0
Economic Development	40	25,000	0					64,150	47,118
Housing and Urban Renewal	41							0	0
Planning & Zoning	42							15,100	135
Other Com & Econ Development	43							0	0
TIF Rebates	44							0	0
TOTAL (lines 39 - 44)	45	25,000	0	0	0	0		79,250	47,253
GENERAL GOVERNMENT									
Mayor, Council, & City Manager	46	1,459						49,459	45,472
Clerk, Treasurer, & Finance Adm.	47	42,809						138,316	128,068
Elections	48	0						0	0
Legal Services & City Attorney	49	34,200						34,200	33,186
City Hall & General Buildings	50	18,900						18,900	10,915
Tort Liability	51	53,000						53,000	52,195
Other General Government	52	5,000						5,000	370
TOTAL (lines 46 - 52)	53	44,268	0	0	0	0		298,875	270,206
DEBT SERVICE									
Gov Capital Projects	54			363,947				363,947	361,621
TIF Capital Projects	55				0			0	1,620,545
TOTAL CAPITAL PROJECTS	56				0			0	0
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	57	0	0	0	0	0		0	1,620,545
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
Water Utility	58	1,637,941	544,019	363,947		0		2,545,907	3,832,260
Sewer Utility	59						450,000	450,000	359,967
Electric Utility	60						333,724	333,724	362,975
Gas Utility	61							0	0
Airport	62							0	0
Landfill/Garbage	63							0	0
Transit	64							0	0
Cable TV, Internet & Telephone	65							0	0
Housing Authority	66							0	0
Storm Water Utility	67						17,500	17,300	32,254
Other Business Type (city hosp., ISF, parking, etc.)	68							0	0
Enterprise DEBT SERVICE	69							0	586,671
Enterprise CAPITAL PROJECTS	70						309,000	309,000	3,143,410
Enterprise TIF CAPITAL PROJECTS	71							0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	72	0	0	363,947	0	0	1,110,024	1,110,024	4,485,277
TOTAL ALL EXPENDITURES (lines 58+73)	73	1,637,941	544,019	0	0	0	1,110,024	3,655,931	8,317,537
Regular Transfers Out	74	114,874	174,572					301,446	2,991,136
Internal TIF Loan Transfers Out	75							128,437	156,651
Total ALL Transfers Out	76							128,437	156,651
Total Expenditures and Other Fin. Uses (lines 74+77)	77	114,874	174,572	363,947	0	0	12,000	429,883	3,147,787
Ending Fund Balance June 30	78	1,752,815	2,045,327	77,654	132,333	29,146	1,394,530	4,791,839	4,558,986
	79	1,076,295	2,045,327	77,654	132,333	29,146	1,394,530	4,791,839	4,558,986

RE-ESTIMATED REVENUES DETAIL

City Name: DALLAS CENTER

Fiscal Year July 1, 2021 - June 30, 2022

	REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2022	ACTUAL 2021
1	Taxes Levied on Property	789,223	152,817		245,459				1,187,499	1,179,793
2	Less: Uncollected Property Taxes - Levy Year									0
3	Net Current Property Taxes (line 1 minus line 2)	789,223	152,817		245,459	0			1,187,499	1,179,793
4	Delinquent Property Taxes								0	0
5	TIF Revenues			160,000					160,000	151,596
	Other City Taxes:									
6	Utility Tax Replacement Excise Taxes	5,303	1,039		1,561				7,903	6,354
7	Utility franchise tax (Iowa Code Chapter 364.2)								0	0
8	Parish/meal/wager tax								0	0
9	Gaming/wager tax								0	0
10	Mobile Home Taxes								0	0
11	Hotels/Motel Taxes								0	0
12	Other Local Option Taxes		537,000						537,000	430,509
13	Subtotal - Other City Taxes (lines 6 thru 12)	5,303	538,039		1,561	0			544,903	436,863
14	Licenses & Permits	66,000							66,000	41,415
15	Use of Money & Property	14,217	6,500	50	300		118	356	21,541	71,871
	Intergovernmental:									
16	Federal Grants & Reimbursements	0				132,333			132,333	0
17	Road Use Taxes		225,000						225,000	242,902
18	Other State Grants & Reimbursements	64,032	3,427		5,150				72,609	28,222
19	Local Grants & Reimbursements	52,272	0						52,272	50,169
20	Subtotal - Intergovernmental (lines 16 thru 19)	116,304	228,427	0	5,150	132,333		0	482,214	321,293
	Charges for Fees & Service:									
21	Water Utility									
22	Sewer Utility							540,000	540,000	484,573
23	Electric Utility							510,000	510,000	398,960
24	Gas Utility								0	0
25	Parking								0	0
26	Airport								0	0
27	Landfill/Garbage	275,500							275,500	267,969
28	Hospital								0	0
29	Transit								0	0
30	Cable TV, Internet & Telephone								0	3,644
31	Housing Authority								0	0
32	Storm Water Utility							56,390	56,390	57,175
33	Other Fees & Charges for Service	6,600	0						6,600	82,572
34	Subtotal - Charges for Service (lines 21 thru 33)	282,100	0		0	0	0	1,106,390	1,388,490	1,294,893
35	Special Assessments								0	0
36	Miscellaneous	37,637	0					500	38,137	444,654
37	Other Financing Sources:									
	Regular Operating Transfers In	166,160	80,572		53,714	0		1,000	301,446	2,991,136
38	Internal TIF Loan Transfers In	4,058			78,815			45,564	128,437	156,651
39	Subtotal ALL Operating Transfers In	170,218	80,572	0	132,529	0	0	46,564	429,883	3,147,787
40	Proceeds of Debt (Excluding TIF Internal Borrowing)	0	0		0			0	0	3,913,324
41	Proceeds of Capital Asset Sales								0	0
42	Subtotal-Other Financing Sources (lines 36 thru 38)	170,218	80,572	0	132,529	0	0	46,564	429,883	7,061,111
43	Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	1,481,002	1,006,355	160,050	384,999	132,333	118	1,153,810	4,318,667	11,003,489
44	Beginning Fund Balance July 1	1,348,108	1,757,563	4,941	56,602		29,028	1,362,744	4,558,986	5,020,821
45	TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	2,829,110	2,763,918	164,991	441,601	132,333	29,146	2,516,554	8,877,653	16,024,310

EXPENDITURES SCHEDULE PAGE 1

City Name: DALLAS CENTER

Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY										
Police Department/Crime Prevention	160,891	63,320						224,211	218,832	209,647
Jail								0	0	0
Emergency Management								0	0	0
Flood Control								0	0	0
Fire Department	80,000	8,165						88,165	167,207	63,279
Ambulance								0	0	0
Building Inspections	52,000							52,000	48,000	32,127
Miscellaneous Protective Services								0	0	0
Animal Control	500							500	200	67
Other Public Safety								0	0	0
TOTAL (lines 1 - 10)	293,391	71,485				0		364,876	434,239	305,120
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	134,768	293,157						427,925	389,193	293,599
Parking - Meter and Off-Street								0	0	0
Street Lighting		25,500						25,500	24,500	18,461
Traffic Control and Safety								0	0	0
Snow Removal		22,000						22,000	21,500	15,165
Highway Engineering								0	0	0
Street Cleaning								0	0	0
Airport								0	0	0
Garbage (if not Enterprise)	273,018	12,934						285,952	272,992	267,748
Other Public Works	204,396	15,673						220,069	140,940	95,421
TOTAL (lines 12 - 21)	612,182	369,264				0		981,446	849,125	690,394
HEALTH & SOCIAL SERVICES										
Welfare Assistance								0	0	0
City Hospital								0	0	0
Payments to Private Hospitals								0	0	0
Health Regulation and Inspection								0	0	0
Water, Air, and Mosquito Control	8,500							8,500	8,000	7,250
Community Mental Health								0	0	0
Other Health and Social Services	0							0	0	0
TOTAL (lines 23 - 29)	8,500	0				0		8,500	8,000	8,778
CULTURE & RECREATION										
Library Services	154,119	46,349				0		200,468	190,613	265,489
Museum, Band and Theater								0	0	0
Parks	124,327	163,530						287,857	230,208	203,415
Recreation	83,770	10,144				2,500		96,414	91,650	59,439
Cemetery								0	0	0
Community Center, Zoo, & Marina								0	0	0
Other Culture and Recreation								0	0	0
TOTAL (lines 31 - 37)	362,216	220,023				2,500		584,739	512,471	528,343

EXPENDITURES SCHEDULE PAGE 2

City Name: DALLAS CENTER

Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39							0	0	0
Economic Development	40	123,200	0					123,200	64,150	47,118
Housing and Urban Renewal	41							0	0	0
Planning & Zoning	42	600						600	15,100	135
Other Com & Econ Development	43							0	0	0
TIF Rebates	44							0	0	0
TOTAL (lines 39 - 44)	45	123,800	0			0		123,800	79,250	47,253
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	40,400	1,459					41,859	49,459	45,472
Clerk, Treasurer, & Finance Adm.	47	90,360	37,300					127,660	138,316	128,068
Elections	48	0						0	0	0
Legal Services & City Attorney	49	39,000						39,000	34,200	33,186
City Hall & General Buildings	50	20,100						20,100	18,900	10,915
Tort Liability	51	56,000						56,000	53,000	52,195
Other General Government	52	3,000						3,000	5,000	370
TOTAL (lines 46 - 52)	53	248,860	38,759	0		0		287,619	298,875	270,206
DEBT SERVICE										
Gov Capital Projects	54			587,783				587,783	363,947	361,621
TIF Capital Projects	55				4,159,216			4,159,216	0	1,620,545
TOTAL CAPITAL PROJECTS	56				4,159,216			4,159,216	0	1,620,545
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	1,648,949	699,531	587,783	4,159,216	2,500		7,097,979	2,545,907	3,832,260
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							706,341	450,000	359,967
Sewer Utility	60							421,738	333,724	362,975
Electric Utility	61							0	0	0
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							29,300	17,300	32,254
Other Business Type (city hosp., ISF, parking, etc.)	69							0	0	0
Enterprise DEBT SERVICE	70							112,000	0	586,671
Enterprise CAPITAL PROJECTS	71							0	309,000	3,143,410
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							1,269,379	1,110,024	4,485,277
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	1,648,949	699,531	587,783	4,159,216	2,500		8,367,358	3,655,931	8,317,537
Regular Transfers Out	75	182,071	2,065,472	0	0			14,000	301,446	2,991,136
Internal TIF Loan / Repayment Transfers Out	76			203,887				203,887	128,437	156,651
Total ALL Transfers Out	77	182,071	2,065,472	203,887	0	0		2,465,430	429,883	3,147,787
Total Expenditures & Fund Transfers Out (lines 74-77)	78	1,831,020	2,765,003	587,783	4,159,216	2,500		10,832,788	4,085,814	11,465,324
Ending Fund Balance June 30	79	907,061	235,196	88,214	683,606	26,776		3,142,435	4,791,839	4,558,986

REVENUES DETAIL
 City Name: DALLAS CENTER
 Fiscal Year July 1, 2022 - June 30, 2023

	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
REVENUES & OTHER FINANCING SOURCES										
1	827,515	154,065		230,041	0			1,211,621	1,187,499	1,179,793
2								0	0	0
3	827,515	154,065		230,041	0			1,211,621	1,187,499	1,179,793
4								0	0	0
5			190,000					190,000	160,000	151,596
6	5,812	1,095		1,516	0			8,423	7,903	6,354
7								0	0	0
8								0	0	0
9								0	0	0
10								0	0	0
11								0	0	0
12		460,000						460,000	537,000	430,509
13	5,812	461,095		1,516	0			468,423	544,903	436,863
14	82,150							82,150	66,000	41,415
15	18,736	2,640	55	300	200	130	13,255	35,316	21,541	71,871
16	0							132,333	132,333	0
17		255,000						255,000	225,000	242,902
18	13,997	2,701		4,120				20,818	72,609	28,222
19	53,662	0						53,662	52,272	50,169
20	67,659	257,701	0	4,120	132,333	0	0	461,813	482,214	321,293
21										
22								544,804	540,000	484,573
23								451,550	510,000	398,960
24								0	0	0
25								0	0	0
26								0	0	0
27	284,532							284,532	275,500	267,969
28								0	0	0
29								0	0	0
30								0	0	0
31								0	0	0
32								56,300	56,390	57,175
33	16,500	0						16,500	6,600	82,572
34	301,052	0		0	0	0	0	1,052,654	1,388,490	1,294,893
35								0	0	0
36	14,125	0			0		800	14,925	38,137	444,654
37	220,051	79,371		283,165	1,677,956		1,000	2,261,543	301,446	2,921,136
38	124,686			79,201				203,887	128,437	156,651
39	344,737	79,371	0	362,366	1,677,956	0	1,000	2,465,430	429,883	3,147,787
40		0			2,900,000		0	2,900,000	0	3,913,324
41								0	0	0
42	344,737	79,371	0	362,366	4,577,956	0	1,000	5,365,430	429,883	7,061,111
43	1,661,786	954,872	190,055	598,343	4,710,489	130	1,067,709	9,183,384	4,318,667	11,003,489
44	1,076,295	2,045,327	36,554	77,654	132,333	29,146	1,394,530	4,791,839	4,558,986	5,020,821
45	2,738,081	3,000,199	226,609	675,997	4,842,822	29,276	2,462,239	13,975,223	8,877,653	16,024,310
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)										
Total Revenues except for: Beginning fund balance - (lines 3-4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)										
Beginning Fund Balance July 1										

ADOPTED BUDGET SUMMARY

City Name: DALLAS CENTER

Fiscal Year July 1, 2022 - June 30, 2023

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE-ESTIMATED 2022	ACTUAL 2021
Revenues & Other Financing Sources										
1	827,515	154,065		230,041	0			1,211,621	1,187,499	1,179,793
2		0		0	0			0	0	0
3	827,515	154,065		230,041	0			1,211,621	1,187,499	1,179,793
4	0	0		0	0			0	0	0
5			190,000							
6	5,812	461,095		1,516	0			190,000	160,000	151,596
7	82,150	0						468,423	544,903	436,863
8	18,736	2,640	55	300	200	130	13,255	82,150	66,000	41,415
9	67,659	257,701	0	4,120	132,333	0	461,813	35,316	21,541	71,871
10	301,052	0		0	0	0	1,052,654	1,353,706	1,388,490	1,294,893
11	0	0		0	0	0	0	0	0	0
12	14,125	0		0	0	0	800	14,925	38,137	444,654
13	1,317,049	875,501	190,055	235,977	132,533	130	1,066,709	3,817,954	3,888,784	3,942,378
Other Financing Sources:										
14	344,737	79,371	0	362,366	1,677,956	0	1,000	2,465,430	429,883	3,147,787
15	0	0	0	0	2,900,000	0	0	2,900,000	0	3,913,324
16	0	0	0	0	0	0	0	0	0	0
17	1,661,786	954,872	190,055	598,343	4,710,489	130	1,067,709	9,183,384	4,318,667	11,003,489
Expenditures & Other Financing Uses										
18	293,391	71,485	0			0		364,876	434,239	305,120
19	612,182	369,264	0			0		981,446	849,125	690,394
20	8,500	0	0			0		8,500	8,000	8,778
21	362,216	220,023	0			2,500		584,739	512,471	528,343
22	123,800	0	0			0		123,800	79,250	47,253
23	248,860	38,759	0			0		287,619	298,875	270,206
24	0	0	0	587,783		0		587,783	363,947	361,621
25	0	0	0		4,159,216	0		4,159,216	0	1,620,545
26	1,648,949	699,531	0	587,783	4,159,216	2,500		7,097,979	2,545,907	3,832,260
27										
28	1,648,949	699,531	0	587,783	4,159,216	2,500	1,269,379	1,269,379	1,110,024	4,485,277
29	182,071	2,065,472	203,887	0	0	0	14,000	2,465,430	429,883	3,147,787
30	1,831,020	2,765,003	203,887	587,783	4,159,216	2,500	1,283,379	10,832,788	4,085,814	11,465,324
31										
32	-169,234	-1,810,131	-13,832	10,560	551,273	-2,370	-215,670	-1,649,404	232,853	-461,835
33	1,076,295	2,045,327	36,554	77,654	132,333	29,146	1,394,530	4,791,839	4,558,986	5,020,821
34	907,061	235,196	22,722	88,214	683,606	26,776	1,178,860	3,142,435	4,791,839	4,558,986
Beginning Fund Balance July 1										
Ending Fund Balance June 30										

LONG TERM DEBT SCHEDULE - LT DEBT
 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
2020 Water Revenue Debt (Tower refi and water plant, distribution)	1 915,000	NON-GO	2021-37	112,000	9,293	121,293	500		121,793	0
2020 Street Improvements (Asphalt Overlay and 13th Street) GO	2 870,000	GO	2020-75	66,000	13,414	79,414	600		9,301	70,713
2016 Stormwater GO	3 3,000,000	GO	2016-46	145,000	68,258	213,258	500		52,914	160,844
2020 Wastewater Treatment GO	4 1,140,000	GO	2020-22	45,000	16,415	61,415	2,345		63,760	0
2019 Sewer Revenue (Wastewater Treatment)	5 3,025,000	NON-GO	2019-74	102,000	50,663	152,663	7,238		159,901	0
2022 LOST Pool GO	6 2,900,000	GO	2022-9	165,000	65,250	230,250			230,250	0
	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				635,000	223,293	858,293	11,183	0	637,919	231,557

LONG TERM DEBT SCHEDULE - LT DEBT2
 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
	31	-				0				0
	32	-				0				0
	33	-				0				0
	34	-				0				0
	35	-				0				0
	36	-				0				0
	37	-				0				0
	38	-				0				0
	39	-				0				0
	40	-				0				0
	41	-				0				0
	42	-				0				0
	43	-				0				0
	44	-				0				0
	45	-				0				0
	46	-				0				0
	47	-				0				0
	48	-				0				0
	49	-				0				0
	50	-				0				0
	51	-				0				0
	52	-				0				0
	53	-				0				0
	54	-				0				0
	55	-				0				0
	56	-				0				0
	57	-				0				0
	58	-				0				0
	59	-				0				0
	60	-				0				0
TOTALS				635,000	223,293	858,293	11,183	0	637,919	231,557

LONG TERM DEBT SCHEDULE - LT DEBTS
 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
61		-				0				0
62		-				0				0
63		-				0				0
64		-				0				0
65		-				0				0
66		-				0				0
67		-				0				0
68		-				0				0
69		-				0				0
70		-				0				0
71		-				0				0
72		-				0				0
73		-				0				0
74		-				0				0
75		-				0				0
76		-				0				0
77		-				0				0
78		-				0				0
79		-				0				0
80		-				0				0
81		-				0				0
82		-				0				0
83		-				0				0
84		-				0				0
85		-				0				0
86		-				0				0
87		-				0				0
88		-				0				0
89		-				0				0
90		-				0				0
TOTALS				635,000	223,293	858,293	11,183	0	637,919	231,557

LONG TERM DEBT SCHEDULE - LT DEBT4
 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
	91	-				0				0
	92	-				0				0
	93	-				0				0
	94	-				0				0
	95	-				0				0
	96	-				0				0
	97	-				0				0
	98	-				0				0
	99	-				0				0
	100	-				0				0
	101	-				0				0
	102	-				0				0
	103	-				0				0
	104	-				0				0
	105	-				0				0
	106	-				0				0
	107	-				0				0
	108	-				0				0
	109	-				0				0
	110	-				0				0
	111	-				0				0
	112	-				0				0
	113	-				0				0
	114	-				0				0
	115	-				0				0
	116	-				0				0
	117	-				0				0
	118	-				0				0
	119	-				0				0
	120	-				0				0
TOTALS				635,000	223,293	858,293	11,183	0	637,919	231,557

LONG TERM DEBT SCHEDULE - LT DEBTS
 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
121		-				0				0
122		-				0				0
123		-				0				0
124		-				0				0
125		-				0				0
126		-				0				0
127		-				0				0
128		-				0				0
129		-				0				0
130		-				0				0
131		-				0				0
132		-				0				0
133		-				0				0
134		-				0				0
135		-				0				0
136		-				0				0
137		-				0				0
138		-				0				0
139		-				0				0
140		-				0				0
141		-				0				0
142		-				0				0
143		-				0				0
144		-				0				0
145		-				0				0
146		-				0				0
147		-				0				0
148		-				0				0
149		-				0				0
150		-				0				0
TOTALS				635,000	223,293	858,293	11,183	0	637,919	231,557

LONG-TERM DEBT SCHEDULE - LT DEBT6
 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
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				635,000	223,293	858,293	11,183	0	637,919	231,557

LONG TERM DEBT SCHEDULE - LI DEBT
 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
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
	210	-				0				0
TOTALS				635,000	223,293	858,293	11,183	0	637,919	231,557

LONG TERM DEBT SCHEDULE - GRAND TOTALS
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2023	Interest Due FY 2023	Total Obligation Due FY 2023	Bond Reg./ Paying Agent Fees Due FY 2023	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	421,000	163,337	584,337	3,445	0	356,225	231,557
NON GO - TOTAL	214,000	59,956	273,956	7,738	0	281,694	0
GRAND - TOTAL	635,000	223,293	858,293	11,183	0	637,919	231,557

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: DALLAS CENTER

The City Council will conduct a public hearing on the proposed Budget at: Memorial Hall 1502 Walnut Street Dallas Center, IA 50063 Meeting Date: 3/8/2022 Meeting Time: 07:00 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-gov-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	12.59299
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.0036

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
(515) 992-3725

City Clerk/Finance Officer's NAME
Cindy Riesselman

		Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,211,621	1,187,499	1,179,793
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	1,211,621	1,187,499	1,179,793
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	190,000	160,000	151,596
Other City Taxes	6	468,423	544,903	436,863
Licenses & Permits	7	82,150	66,000	41,415
Use of Money and Property	8	35,316	21,541	71,871
Intergovernmental	9	461,813	482,214	321,293
Charges for Fees & Service	10	1,353,706	1,388,490	1,294,893
Special Assessments	11	0	0	0
Miscellaneous	12	14,925	38,137	444,654
Other Financing Sources	13	2,900,000	0	3,913,324
Transfers In	14	2,465,430	429,883	3,147,787
Total Revenues and Other Sources	15	9,183,384	4,318,667	11,003,489
Expenditures & Other Financing Uses				
Public Safety	16	364,876	434,239	305,120
Public Works	17	981,446	849,125	690,394
Health and Social Services	18	8,500	8,000	8,778
Culture and Recreation	19	584,739	512,471	528,343
Community and Economic Development	20	123,800	79,250	47,253
General Government	21	287,619	298,875	270,206
Debt Service	22	587,783	363,947	361,621
Capital Projects	23	4,159,216	0	1,620,545
Total Government Activities Expenditures	24	7,097,979	2,545,907	3,832,260
Business Type / Enterprises	25	1,269,379	1,110,024	4,485,277
Total ALL Expenditures	26	8,367,358	3,655,931	8,317,537
Transfers Out	27	2,465,430	429,883	3,147,787
Total ALL Expenditures/Transfers Out	28	10,832,788	4,085,814	11,465,324
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-1,649,404	232,853	-461,835
Beginning Fund Balance July 1	30	4,791,839	4,558,986	5,020,821
Ending Fund Balance June 30	31	3,142,435	4,791,839	4,558,986

Mosquito Control of Iowa contract

THIS AGREEMENT made and entered into this 9th day of February, between the city of Dallas Center hereinafter called "City", and Mosquito Control Of Iowa Inc. hereinafter called "Contractor". 1. SERVICES The contractor agrees to furnish all materials, equipment, and labor necessary to perform for the City, in a good and businesslike manner, the following specified services;

- (A) Mosquito Control
(B)
(C)

2. COMPENSATION The City will pay the Contractor, who will accept in full payment for all services, the sum of 8,335.00, payable as follows; The full price will be billed at the end of the program season. The price can be increased up to maximum of 10% over the 5 years of the contract term if the contractor has to increase the price more then 10% the city has an option to discontinue the contract at that time.

3. TERM The Contractor is to perform this agreement during a period commencing on or about June 1st 2022, and terminating around Sept 1st,

4. TERRITORY The territory covered by this agreement shall be limited to. Residential
Parker

5. COMPLIANCE WITH LAWS The Contractor shall act as an independent contractor insofar as the performance of service hereunder is concerned. To that end, the Contractor shall secure any and all permits and licenses that may be required to perform said services herein contemplated and shall comply with all federal and state laws, rules and regulations required in performing the services contemplated. The City shall make all local, city and county permits necessary and Contractor shall make reports that shall be required by federal or state law, ordinance, rule or regulation.

6. CONTRACTOR IS LICENSED The Contractor will provide the City with a current copy of Contractor's Pesticide Applicators license if requested.

7. LIABILITY FOR NEGLIGENCE The Contractors agrees to assume all risk of loss and to indemnify and hold harmless City, its officers, agents and employees from and against any and all liabilities including cost, attorney fees, witness fees, and other expenses incident thereto for injury to persons and for loss of, damage to or destruction of property, arising out of the Contractors negligence in the performance of this Agreement. In the event that any demand or claim is made or suit is commenced against the City, the City shall give prompt written notice thereof to Contractor and Contractor shall have the right to compromise or defend the same to the extent of its own interests.

8. INSURANCE The Contractor shall procure and maintain during the term of this Agreement, all necessary insurance.

9. PAYMENT DEFAULT In the event City fails to pay any installment of the contract price when due, Contractor may, at its sole discretion, cease further services under this agreement and recover from the City the greater of Contractor's "cost" or the "value of service rendered" prior to cessation and the anticipated profit to have been earned in the performance of the entire contract.

10. NOTICES All notices regarding this agreement given or so sent hereunder shall be sent by United States Mail, certified with return receipt requested, to the respective parties at the addresses set forth on the signature page hereof to such other addresses as the parties shall designate in writing from time to time.

11. AUTHORITY The City warrants to Contractor that it has the authority to enter into this contract and that this contract has been approved by the City Council, Mayor, and any other person or body required by the City Charter or State Statue.

CITY OF

Dallas Center

CONTRACTOR

MOSQUITO CONTROL OF IOWA

By _____

By Michael Wood

RESOLUTION NO. 2022-17

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, the following monthly transfers are hereby authorized per FY 21/22 debt schedules for principal and interest payments:

		Debit	Credit
Transfer from Sewer savings	610-000-1160		\$11,115.00
Transfer to Sewer sinking savings	610-000-11611	\$11,115.00	
Transfer from Water savings	600-000-1160		\$ 9,991.87
Transfer to Water sinking savings	600-000-1161	\$ 9,991.87	
Transfer from TIF transfer out	125-910-6910	\$ 6,567.92	
TIF savings	125-000-1160		\$ 6,567.92
Transfer to DS savings	200-000-1160	\$ 6,567.92	
DS transfer in TIF	200-910-4831		\$ 6,567.92
Transfer from LOST transfer out	121-910-6910	\$ 4,689.00	
LOST savings	121-000-1160		\$ 4,689.00
Transfer to DS savings	200-000-1160	\$ 4,689.00	
DS transfer in	200-910-4830		\$ 4,689.00

**all DS transfers in are done on a monthly basis per debt schedules

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

Daniel Beyer, Mayor

ATTEST:

Cindy Riesselman, City Clerk



TREE CITY USA
An Arbor Day Foundation Program

*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Danny Beyer, Mayor of the City of Dallas Center, do hereby proclaim April 29, 2022 as **ARBOR DAY** In the City of Dallas Center, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 8th day of March, 2022

Mayor _____