

**NOTICE OF A PUBLIC MEETING**  
**Dallas Center City Council**  
**Tentative Agenda**  
**October 11, 2022 – 7:00 pm – Memorial Hall**  
**1502 Walnut Street, Dallas Center**

The Council meeting will be held in person in Memorial Hall. The meeting also may be accessed by the public electronically by Zoom at the following Internet link:

<https://us02web.zoom.us/j/82239300990>

If a Zoom user has the Zoom app, just enter the meeting ID **822 3930 0990** and the passcode is **375200**

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is **822 3930 0990**, the passcode is **375200**: 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 proposal to sell property described as Well Site No. 8 located in the Southeast Quarter of the Northwest Quarter (SE ¼ NE ¼) of Section 31, Township 80 North, Range 27 West of the 5<sup>th</sup> Principal Meridian, Dallas County, Iowa, to Derek and Melody Stodden. Each person will have up to five minutes to comment **on the Well Site Property Sale**

**PUBLIC HEARING** – on the updated 2022 Comprehensive Plan for the City of Dallas Center - Each person will have up to five minutes to comment **on the Comprehensive Plan Update**

**PUBLIC HEARING** – on the proposed plans, specifications, form of contract and estimate of cost for the construction of the Highway 44 Distribution Main Replacement – Phase 1. Each person will have up to five minutes to comment **on the plans, specifications, form of contract and estimate of cost for the construction of the Highway 44 Distribution Main Replacement – Phase 1**

**PUBLIC HEARING** – on the proposal to grant a permanent easement to **Spurgeon Manor, Inc.** for the placement of a monument sign in the 13<sup>th</sup> Street right-of-way. Each person will have up to five minutes to comment **on the Spurgeon Manor 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 September 13<sup>th</sup> and September 16<sup>th</sup> Council meetings
  - b. September Treasurer's Report, Balance Sheet, and Budget Report
  - c. September Law Enforcement, Fire/Rescue, Compliance and Water Reports
  - d. Action to set October 29<sup>th</sup> as Beggar's Night – street closing for parade at 3:00 pm, activities in Heritage Park and traditional trick-or-treating from 6:00-8:00 pm
  - e. Approve hiring Lance Studer as a temporary fill-in public works employee at \$25/hr. effective November 1<sup>st</sup> – March 31<sup>st</sup>

- f. Acceptance of resignation of Kyle Stille from the Dallas County Local Housing Trust Fund Board effective September 23, 2022.
- g. Acceptance of resignation of Nadine Stille from the Parks and Recreation board effective October 9, 2022.
- h. Outdoor Community Swimming Pool Construction Project – action to approve Pay Estimate No. 2 – Sande Construction & Supply Co. - \$365,750.00
- i. Action to ratify modifications to Site Plan submitted by Downing Development WP, LLC for public storage units approved by Resolution 2022-64
- j. Approve invoices for payment (review committee Coon and Kluss)
6. Action on Resolution 2022-92 – changing the address of Orley and Debra Brown from 27088 240<sup>th</sup> Street to 406 Sugar Grove Avenue
7. Parks and Recreation Board
  - a. Update on CAT Grant priorities
  - b. Action to approve Resolution 2022-93 – approving agreement with A King’s Throne
8. Library annual report to Council – Shelly Cory
9. Planning and Zoning Commission – Report – Matt Ostanik
10. Action on Resolution 2022-84 –approving Updated Comprehensive Plan (2022) for the City of Dallas Center
11. Action on Resolution 2022-85 – approving the sale of retired Well No. 8 site containing .23 acres to adjacent property owners Derek and Melody Stodden for \$16,000 an acre, or the sum of \$3,680.00, and authorizing the Mayor and Clerk to sign and deliver a Deed upon payment of the purchase price
12. Action on Resolution 2022-86 – approving the granting of a perpetual easement to Spurgeon Manor, Inc. for the installation of a monument sign in the public right-of-way on 13<sup>th</sup> Street, and authorizing the Mayor and Clerk to sign and deliver an Easement Agreement
13. Public Works
  - a. Director’s Report
  - b. Action to approve AccuJet proposal for sewer maintenance (lining) in an amount not to exceed \$153,000 for FY23 and authorizing the payment of the invoice upon receipt.
14. Highway 44 Distribution Main Replacement- Phase 1
  - a. Engineer’s Report on the project and the receipt of construction bids
  - b. Action on Resolution 2022-87 – adopting plans, specifications, form of contract and estimate of costs
  - c. Action on Resolution 2022-88 – making award of construction contract
  - d. Action on Resolution 2022-89 -approving construction contract and bond [subject to the approval of the City Attorney]
15. Dallas Center Outdoor Community Swimming Pool Construction Project – Engineer’s Report
16. City Engineer – other matters
17. Drainage District No. 76 – Dallas Center City Council acting as Trustees of the District
  - a. Action on Resolution 2022-90 – levying an assessment of \$21,000.00 to pay the deficiency in the funds of Drainage District No. 76 to pay all costs, expenses, damages, and repairs and to set up a working balance in the fund
18. \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022 (Swimming Pool Project)
  - a. Action on Resolution 2022-91 – Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement
  - b. Action on Resolution 2022-94 – amending the Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate
19. Lynn Crest Estates Plat 3 – discussion and possible action on the requirement to complete sidewalks by October 12, 2022
20. Action on Ordinance No. 582 – correcting the reference in Section 170.16(3) of the Code of Ordinances to the required width of sidewalks in subdivisions as five feet, first reading

21. Discussion and possible action on purchasing Laserfiche software for record retention purposes.
22. Action to set a public hearing on an amendment for the City's FY23 Budget for 7 p.m. on December 13, 2022
23. Annexation Discussion/Update
24. Council reports
25. Mayor's report
26. Discussion of potential litigation that might involve the City
  - a. Possible action to hold a closed session to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the City in that litigation, pursuant to Iowa Code Section 21.5(1)(c) [requires the public vote of either two-thirds of the whole Council, or all of the members present]
  - b. Possible closed session
  - c. Possible action to rise from closed session
  - d. Possible action on subject matter
27. Adjournment

Shellie Schaben, City Clerk

Claims

A.J. Allen Mechanical	Services	\$8,393.42
Access Systems Leasing	Copier	\$355.36
Access Systems	Copier	\$44.57
Acco	Supplies	\$292.50
Aetna Behavioral Health,	Insurance	\$26.28
Agsources Coop Services	Tests	\$1,178.75
Baker & Taylor Co.	Books	\$250.93
Barton, Dwight & Marilyn	Services	\$1,000.00
Bay Bridge Administrator	Insurance	\$100.42
Brown, Fagen & Rouse	Oct Serv	\$3,345.00
Centurylink	Sept Serv	\$781.87
Compass Minerals America	Supplies	\$4,296.09
Core & Main	Supplies	\$280.00
Crossroads Ag, Llc	Supplies	\$324.00
Culligan Water System	Oct Serv	\$12.56
Allen Jay Winter	Services	\$2,000.00
Dallas County Treasurer	Sept Serv	\$18,538.69
Trustees Of Deaton Fam R	Easement	\$200.00
Delta Dental	Insurance	\$38.60
Delta Dental	Insurance	\$627.20
Digital Stew Services	Sept Serv	\$240.30
Dmc Welding & Repair Llc	Supplies	\$81.09
Iowa DNR	Water Use Fee	\$115.00
Ebsco	Books	\$1,182.71
Eftps	Taxes	\$4,054.83
Eftps	Taxes	\$4,252.59
Electric Pump	Supplies	\$4,619.31
Elite Electric & Utility	Services	\$12,132.20
Fowler, Mark	Easement	\$200.00
Frontline Warning System	Storm Sirens	\$41,016.00

Frontline Warning System	Storm Sirens	\$19,495.00
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$33.42
Grainger	Supplies	\$196.49
Grimes Asphalt and Pavin	Asphalt Overlay	\$212,395.00
Hawbaker, Brandon & Chey	Easement	\$200.00
Heartland Co-Op	Sept Serv	\$1,952.30
Hsa Cory, Rochelle	Has	\$100.00
Hsa Hofland, Joel	Has	\$50.00
Hsa Riesselman, Cindy	Has	\$290.00
Hsa Schaben, Michele	Has	\$100.00
Hsa Scrivner, April	Has	\$50.00
Hsa Slaughter, Brian	Has	\$200.00
Iowa Firefighters Assoc.	Dues	\$391.00
Iowa League Of Cities	Supplies	\$100.00
Iowa Native Trees Llc	Trees	\$10,063.25
Iowa One Call	Services	\$81.90
Ipers	Ipers	\$5,866.77
Iron Mountain	Sept Serv	\$91.58
Johnson, Loren & Denise	Easement	\$200.00
Karen McCleary	Sept Serv	\$675.00
Robert King	Supplies	\$33.61
Lamb, Bryan & Annie	Easement	\$200.00
Leaf	Copier	\$159.72
Leaf	Copier	\$179.62
Eddie Leedom	Sept Serv	\$599.61
Linde Gas & Equipment In	Sept Serv	\$40.10
Manatts	Concrete	\$2,297.00
Mcclure, Jonathon & Kara	Easement	\$50.00
Mcclure, Michael & Donna	Easement	\$1,000.00
Menards	Supplies	\$284.71
Merrit Company	Supplies	\$137.46
Midamerican Energy	Sept Serv	\$8,083.00
Midamerican Energy	Sept Serv	\$445.14
Minburn Communications	Sept Serv	\$54.99
Moss Bros, Inc	Repairs	\$680.75
Mueller Eiley	Reimbursement	\$62.90
Municipal Emergency Serv	Supplies	\$1,136.50
Nationwide Retirement So	Deferred Comp	\$450.00
Nationwide Retirement So	Deferred Comp	\$225.00
Odp Business Solutions L	Supplies	\$68.56
Omnisite	Repairs	\$58.98
Overdrive, Inc	Books	\$699.21
Plumb Supply Company	Repairs	\$150.09
Rhinehart Excavating, In	Supplies	\$1,354.41
Cindy Riesselman	Mileage	\$33.75
Rotary Club	Dues	\$93.08

Treasurer - State of Iowa	Taxes	\$1,045.93
Treasurer - State of Iowa	Taxes	\$2,204.64
Sam, Llc	Sept Serv	\$150.00
Sande Construction Suppl	Pool-Pay Estimate #2	\$365,750.00
April Scrivner	Mileage	\$44.69
Sehman, Jerry	Easement	\$200.00
Shattuck/Rpm Inc.	Supplies	\$336.00
Sprayer Specialties, Inc	Supplies	\$536.79
Strauss Security Solution	Services	\$104.85
Trugreen And Action Pest	Sept Serv	\$3,991.57
Uhs Premium Billing	Insurance	\$496.12
Uhs Premium Billing	Insurance	\$10,239.08
Usa Blue Book	Tests	\$1,165.42
Veenstra & Kimm	Aug Serv	\$13,689.00
Verizon Wireless	Sept Serv	\$280.07
Treasurer - State of Iowa	Taxes	\$1,332.00
Waste Management	Sept Serv	\$21,988.16
Waters Edge Aquatic Design	Sept Sever	\$18,265.00
Welch, Thomas & Jennifer	Easement	\$200.00
Wells Fargo	Postage/Supplies	\$1,143.69
	Accounts Payable Total	\$824,293.06

General	\$ 146,673.16
Capital Improvement	\$ 378.00
RUT	\$ 216,997.72
T&A(EB)	\$ 12,348.49
Cap Improve Pool	\$ 387,570.28
Water	\$ 29,582.81
Water Capital Outlay	\$ 7,150.09
Sewer	\$ 10,714.15
Storm District	\$ 12,878.36
Total Funds	\$ 824,293.06

#### Revenues

General Total	\$ 90,995.36
T&A(Ft) Total	\$ 12.28
T&A(Sc) Total	\$ 3.07
Capital Improvement Total	\$ 167.09
T&A(SI) Total	\$ 315.87
RUT Total	\$ 30,013.24
T&A(Eb) Total	\$ 9,285.77
Local Option Sales Tax Total	\$ 104,053.52
TIF Total	\$ 11,809.30
Trees Total	\$ 14.33
Burnett Project Total	\$ 154.20
Debt Service Total	\$ 24,420.91
Cap Improve Pool Total	\$ 537.64

Cap Imprv-American Rescue Total	\$	211.64
T&A(B) Total	\$	2.87
T&A(Y) Total	\$	2.84
Water Total	\$	46,451.68
Sewer Total	\$	39,650.91
Storm District Total	\$	4,929.33
Total Revenue by Fund	\$	363,031.85

The Dallas Center City Council met in regular session September 13, 2022, at 7:00 pm. Mayor Beyer called the meeting to order and led the Pledge of Allegiance. Council members present included Amy Strutt, Angie Beaudet, Daniel Willrich and Ryan Coon. Ryan Kluss was present via Zoom/telephone. Also present were City Administrator Cindy Riesselman, City Attorney Ralph Brown and City Engineer Bob Veenstra.

Mayor Beyer amended the agenda to move item 10 - \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022 (Swimming Pool Project) to new item 7. Motion by Willrich, 2<sup>nd</sup> by Coon to approve the amended agenda. Motion passed 5-0.

Public Comments - Bob Haxton stated his concerns regarding the park land in the Neighborhood. Julie Becker stated her opposition to the new Dallas Center Pool and the Neighborhood park land. Merle Baer stated his concerns with the new street shoulders and the trees being trimmed by Mid-American Energy. Bob King announced that we received the \$10,000 tree grant for 82 trees. King asked for assistance with planting trees on October 1<sup>st</sup>. There will be a ribbon cutting ceremony at the Burnett Complex on October 5 at 6:00 pm. Brent Aldrich stated his concerns regarding the location of the 10<sup>th</sup> Street storm siren.

Willrich stated 449 hours of law enforcement service was provided (320 hours are required) which is 40% above the agreement. Fire also had 2 calls and EMS responded to 26 calls. Motion by Coon, 2<sup>nd</sup> by Beaudet to approve the consent agenda [Approve minutes of August 9<sup>th</sup>, August 14<sup>th</sup>, and August 17<sup>th</sup> Council meetings; August Treasurer's Report, Balance Sheet, and Budget Report; August Law Enforcement, Fire/Rescue, Compliance and Water Reports; Approve reappointment of Thomas Strutt to the Planning and Zoning Commission, term expires October 1, 2027; Approve reappointment of Laurie Hart to the Planning and Zoning Commission, term expires October 1, 2027; Approve reappointment of Sandy Gannon to the Board of Adjustment, term expires October 1, 2027; Approve street closing request of Dallas Center-Grimes Schools for Homecoming celebration and parade on September 16, 2022; Approve sidewalk and parking stalls closure for the 8<sup>th</sup> Anniversary Event for Studio S on October 6, 2022; Approve street closing request for Percival/Ash intersection for neighborhood block party on October 15, 2022; Action to approve Lydia Hofland as a fire department volunteer effective September 14, 2022, pending background check; Action to approve Matthias Funk as a fire department volunteer effective September 14, 2022, pending background check; Action to approve Daniel Wagner as a fire department volunteer effective September 14, 2022, pending background check; Approve invoices for payment (review committee Willrich and Coon)]. Motion passed 5-0.

Mayor Beyer held a swearing in ceremony for Goober Voelker who received the honor of Dallas Center Dog Mayor during the Dallas Center Fall Festival.

Travis with Piper Sandler provided an update on negotiations for the \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022 (Swimming Pool Project). Proposals were accepted today but there were varied results. Travis suggested setting a special meeting later this week to allow for time to finalize and lock in rates as well as working through any outstanding questions. A special meeting was set for Friday morning at 7:30 am to approve. Motion by Willrich, 2<sup>nd</sup> by Coon to defer action on Resolution 2022-77 until Friday, September 15<sup>th</sup> at 7:30 am. Motion passed 5-0.

#### **Drainage District No. 76 –**

City Attorney Brown gave a brief explanation and history of Drainage District 76 (DD76). Public Works Director Slaughter discussed the emergency work that has been done so far with DD76 in the amount of \$18,000. City Engineer Veenstra explained that the Dallas Center City Council will now be the Trustees of the District. Veenstra also laid out the process and jurisdiction of drainage districts. The process will be to assess homeowners in the DD76 to cover upcoming repairs and maintenance. All costs, including attorney and engineer fees, can be rolled back into assessments.

Motion by Willrich, 2<sup>nd</sup> by Strutt to retain the services of Veenstra & Kimm, Inc. as the Drainage District's engineer on an as needed basis. Motion passed 5-0.

Motion by Coon, 2<sup>nd</sup> by Beaudet to retain the services of James C. Hudson of Pocahontas as the Drainage District's attorney on an as needed basis. Motion passed 5-0.

Motion by Coon, 2<sup>nd</sup> by Strutt to authorize city staff to start the process of preparing assessments for the emergency repair work of \$18,000 back to the property owners. Motion passed 5-0.

Motion by Willrich, 2<sup>nd</sup> by Beaudet to allow the engineer to survey the property and submit a report to the trustees. Motion passed 5-0.

Attorney Brown suggested the October agenda include action for the Council as Trustees to assess the property. The county will still act as "clerk" in this process and the County Auditor will still maintain the assessment role and send out the notices of assessment. Attorney Brown presented a petition from Mike McClure stating the problem on his property. Brown also explained the process and action of the Trustees, Attorney, Engineer and Homeowners going forward.

#### **Parks and Recreation Board –**

Werch also reported that new equipment is starting to arrive in Mound Park and the old playground equipment needs to be disposed of. Motion by Coon, 2<sup>nd</sup> by Beaudet to dispose of old playground equipment in Mound Park (slide and swings). Motion passed 5-0.

Mary Werch reported that the tree budget has been expended and they need additional funds as lightning struck a tree in Mound Park and it needs to be removed. Motion by Coon, 2<sup>nd</sup> by Willrich to approve an amount not to exceed \$1,500 for tree removal. Motion passed 5-0.

Bob King explained the details of the Community Attraction and Tourism Grant (CAT) which is due January 15, 2023. King received feedback from the Friends of the Pool and Rotary on their priorities and would like to receive feedback from Council as well. Coon suggested that a survey of the community be conducted.

#### **Planning and Zoning Commission –**

Engineer Veenstra explained the purpose of the plat of survey for Parcel 22-102 in Meadow View Acres Plat 1 is to modify a fractional lot that is tied to an adjacent lot. Motion by Willrich, 2<sup>nd</sup> by Beaudet to approve Resolution 2022-73 – approving Plat of Survey of Parcel 22-102 of Parcel "AA" of the SW ¼ NE ¼ Section 1, Township 79 North, Range 27 West of the 5<sup>th</sup> P.M., Dallas Center. Roll call all ayes, motion passed.

It is the recommendation of the Planning and Zoning Commission that the 2022 Comprehensive Plan Update be approved by the Council. The Report can be viewed on the City's website. Motion to Coon, 2<sup>nd</sup> by Strutt to set public hearing on the 2022 Comprehensive Plan Update for October 11, 2022 at 7 p.m. Motion passed 5-0.

#### **Dallas Center Outdoor Community Swimming Pool Construction Project –**

Engineer Veenstra stated work is progressing and much of the pool shell is planned to be poured this fall and should take shape by the November meeting.

Motion by Coon, 2<sup>nd</sup> by Willrich to approve Pay Estimate No. 1 – Sande Construction & Supply Co. - \$175,750. Motion passed 5-0.

Motion by Willrich, 2<sup>nd</sup> by Coon to approve Resolution 2022-78 – approving Change Order No. 3 – Sande Construction & Supply Co. – correcting scrivener's error in construction contract that did not include the parking lot cost in the total contract cost and deleting the river rock both inside and outside the pool fence area and replacing rock with deck paving – no change to the cost of the Project. Roll call all ayes, motion passed.

Motion by Willrich, 2<sup>nd</sup> by Beaudet to approve agreement with MidAmerican Energy for service to new pool. Motion passed 5-0.



Mayor Beyer reported on expenditures from the Penny Burnett Trust. The wishes of the trust have been met and remaining monies will be used for recreational projects. Appreciation was shown for this generous gift from the Penny Burnett Trust.

Public Works Director Slaughter reported: on the issues with Drainage District 76; a manhole will need to be installed to be able to work on the storm sewer issues behind Stine and Pioneer properties; intakes are in place and they are ready to pour street back on Sycamore. Slaughter responded to concerns regarding the shoulders of streets and stated the reclaimed materials are being used by Grimes Asphalt to create a solid base to build up the shoulder of the new roads and it helps to hold the asphalt in place. He also reported Grimes Asphalt will come back to complete more warranty work on Hatton south of Walnut; the low manhole has been taken care of on 11<sup>th</sup> and Laurel; excess fill dirt from the pool is being used to building up area for future maintenance building; a final walk through was completed with Larsen Development for the Cross Country Estates, Plat 6 development; and furnishings for the Walnut Streetscape project are being placed along Walnut Street. Slaughter highlighted that a lot of locates and tree watering will need to happen for 82 trees to be planted and finding water tanks and the manpower to plant and water 82 trees will be a challenge.

#### **Highway 44 Distribution Main Replacement- Phase 1 –**

Engineer Veenstra reported that this project has been broken down by priority. Priority 1 will be the area with the most breaks and Priority 2 will be the area west of the McClure farm. The project will have an extended completion date to possibly get a better pool of contractors and to manage increasing prices.

Motion by Willrich, 2<sup>nd</sup> by Coon to approve Resolution 2022-74 – ordering construction of the Project and fixing a date for public hearing thereon (October 11, 2022 at 7 p.m.) and taking of bids therefor. Roll call all ayes, motion passed.

Motion by Willrich, 2<sup>nd</sup> by Beaudet to approve Resolution 2022-79 – approving Amendment to Engineering Agreement for the Project. Roll call all ayes, motion passed.

Motion by Willrich, 2<sup>nd</sup> by Strutt to approve Resolution 2022-75 – providing for acquiring perpetual and permanent water main easements and temporary construction easements across certain properties for the Project. Roll call all ayes, motion passed.

#### **The Neighborhood Plat 2 – First Phase –**

Engineer Veenstra received the construction plans and gave an overview of the utilities.

Motion by Willrich, 2<sup>nd</sup> by Beaudet to approve Resolution 2022-83 – approving construction plans. Roll call all ayes, motion passed.

Motion by Willrich, 2<sup>nd</sup> by Coon directing Attorney Brown to draft a resolution finalizing the Capital Improvement Program subject to discussed changes. Motion passed 5-0.

Motion by Willrich, 2<sup>nd</sup> by Beaudet to approve Resolution 2022-80 – proposing the sale of retired Well No. 8 site containing .23 acres to adjacent property owners Derek and Melody Stodden and setting a public hearing thereon for October 11, 2022 at 7 p.m. Roll call all ayes, motion passed.

Motion by Coon, 2<sup>nd</sup> by Beaudet to approve Resolution 2022-81 – proposing the granting of an easement to Spurgeon Manor, Inc. for the placement of a monument sign in the 10<sup>th</sup> Street right-of-way and setting a public hearing thereon for October 11, 2022 at 7 p.m. Roll call all ayes, motion passed.

#### **Amendment Two Area of the Dallas Center Urban Renewal Project**

This area expired by its terms on June 30, 2022.

Motion by Willrich, 2<sup>nd</sup> by Strutt to approve Resolution 2022-76 – terminating the Amendment Two Area and ending the Amendment Two Area. Roll call all ayes, motion passed.

Motion by Willrich, 2<sup>nd</sup> by Coon on Ordinance No. 581 – repealing Ordinance No. 277 which provided for the division of taxes levied on taxable property in the Amendment Two Area, first reading. Roll call all ayes, motion passed. Motion by Willrich, 2<sup>nd</sup> by Coon to waive 2<sup>nd</sup> and 3<sup>rd</sup> readings of Ordinance No. 581 making it effective upon publication. Roll call all ayes, motion passed.

Motion by Coon, 2<sup>nd</sup> by Beaudet on Ordinance No. 573 – providing for a stop sign at the intersection of North Star Lane and Prairie Lane and for no parking on the east side of North Star Lane south of Prairie Lane, first reading. Roll call all ayes, motion passed. Motion by Coon, 2<sup>nd</sup> by Kluss to waive 2<sup>nd</sup> and 3<sup>rd</sup> readings of Ordinance No. 573 making it effective upon publication. Roll call all ayes, motion passed.

Motion by Willrich, 2<sup>nd</sup> by Beaudet on Ordinance No. 577 – pertaining to alcoholic beverage control, first reading. Roll call all ayes, motion passed. Motion by Kluss, 2<sup>nd</sup> by Coon to waive 2<sup>nd</sup> and 3<sup>rd</sup> readings of Ordinance No. 577 making it effective upon publication. Roll call all ayes, motion passed.

Motion by Coon, 2<sup>nd</sup> by Beaudet on Ordinance No. 578 – pertaining to All-Terrain Vehicles, first reading. Roll call all ayes, motion passed. Motion by Coon, 2<sup>nd</sup> by Kluss to waive 2<sup>nd</sup> and 3<sup>rd</sup> readings of Ordinance No. 578 making it effective upon publication. Roll call all ayes, motion passed.

Motion by Willrich, 2<sup>nd</sup> by Beaudet on Ordinance No. 579 – amending Code provisions pertaining to floodplain management and updating reference to revised flood insurance rate maps dated December 15, 2022, first reading. Roll call all ayes, motion passed. Motion by Willrich, 2<sup>nd</sup> by Strutt to waive 2<sup>nd</sup> and 3<sup>rd</sup> readings of Ordinance No. 579 making it effective upon publication. Roll call all ayes, motion passed.

Motion by Coon, 2<sup>nd</sup> by Willrich on Ordinance No. 580 – amending City Code Section 92.02 to provide for a bulk user charge for the use of construction water, first reading. Roll call all ayes, motion passed. Motion by Coon, 2<sup>nd</sup> by Strutt to waive 2<sup>nd</sup> and 3<sup>rd</sup> readings of Ordinance No. 580 making it effective upon publication. Roll call all ayes, motion passed.

Motion by Strutt, 2<sup>nd</sup> by Beaudet to approve Resolution 2022-82 – approving Annual Financial Report for Fiscal Year 2021-2022. Roll call all ayes, motion passed.

Riesselman stated two of the three storm sirens have been installed and the invoice has been received. Council approved the contract for three sirens by Resolution 2022-25 in an amount not to exceed \$59,905 and the City has been awarded a reimbursement grant from FEMA for these sirens. Motion by Coon, 2<sup>nd</sup> by Beaudet to approve payment to Frontline Warning System in the amount of \$41,016.00. Motion passed 5-0.

Annexation Discussion/Update – Mayor Beyer and Councilwoman Coon indicated that they have started conversation with property owners.

The meeting adjourned at 8:51 pm.

Shellie Schaben, City Clerk

#### Claims

Access Systems Leasing	Copier	\$	355.36
Access Systems	Copier	\$	44.57
Agsources Cooperative Svcs	Tests	\$	1,680.75
Arnold Auto Supply	Supplies	\$	336.28
Baker & Taylor Co.	Books	\$	541.72
Bay Bridge Administrators	Insurance	\$	100.42

Bomgaars	Supplies	\$ 31.98
Brown, Fagen & Rouse	Sept Serv	\$ 3,089.50
Centurylink	Aug Serv	\$ 782.34
Cfi	Supplies	\$ 1,552.00
Core & Main	Supplies	\$ 1,010.02
Culligan Water System	Sept Serv	\$ 22.16
Dallas County Treasurer	Aug Serv	\$ 18,538.69
Delta Dental	Insurance	\$ 38.60
Delta Dental	Insurance	\$ 627.20
Digital Stew Services	Aug Serv	\$ 279.30
Eagle Engraving, Inc.	Supplies	\$ 208.30
Eftps	Taxes	\$ 5,306.65
Eftps	Taxes	\$ 4,158.04
Emergency Medical Products	Supplies	\$ 175.48
Gatehouse- Db Iowa Holdings	Publications	\$ 894.72
Gis Benefits	Insurance	\$ 39.88
Gis Benefits	Insurance	\$ 42.02
Grainger	Supplies	\$ 121.06
Heartland Co-Op	Aug Serv	\$ 3,659.47
Hsa Cory, Rochelle	Hsa	\$ 100.00
Hsa Hofland, Joel	Hsa	\$ 50.00
Hsa Riesselman, Cindy	Hsa	\$ 290.00
Hsa Schaben, Michele	Hsa	\$ 100.00
Hsa Scrivner, April	Hsa	\$ 50.00
Hsa Slaughter, Brian	Hsa	\$ 200.00
Ipers	Ipers	\$ 5,790.32
Iron Mountain	Aug Serv	\$ 92.84
Jerico Services	Aug Serv	\$ 3,627.00
Johnson Controls Fire Protect.	Aug Serv	\$ 677.18
Lara Kallem	Cert Reim	\$ 50.00
Karen Mccleary	Aug Serv	\$ 675.00
Kiely, William	Cert Reim	\$ 250.00
Eddie Leedom	Aug Serv	\$ 588.48
Linde Gas & Equipment Inc.	Aug Serv	\$ 40.10
Manatts	Repairs	\$ 2,383.00
Menards	Supplies	\$ 934.43
Merrit Company	Supplies	\$ 228.09
Metropolitan Compounds, Inc	Supplies	\$ 449.77
Midamerican Energy	Aug Serv	\$ 8,395.49
Midamerican Energy	Aug Serv	\$ 494.76
Midwest Breathing Air Llc	Aug Serv	\$ 191.40
Minburn Communications	Aug Serv	\$ 54.99
Moss Bros, Inc	Supplies	\$ 183.60
Mueller Eiley	Cert Reim	\$ 175.00
Napa Auto Parts	Supplies	\$ 720.72
Nationwide Retirement Sol	Deferred Comp	\$ 450.00

Nelson Abigail	Cert Reim	\$ 314.19
Odp Business Solutions Llc	Supplies	\$ 305.96
Pion, Cara	Cert Reim	\$ 50.00
Plumb Supply Company - Wk	Supplies	\$ 9.78
Rhinehart Excavating, Inc	Supplies	\$ 887.01
Riesselman Alexa	Cert Reim	\$ 50.00
Cindy Riesselman	Mileage	\$ 165.00
Treasurer - State Of Iowa	Taxes	\$ 1,190.55
Treasurer - State Of Iowa	Taxes	\$ 2,461.43
Sande Construction Supply	Pool-Pay Estimate #1	\$ 175,750.00
Schwantes, Colby	Cert Reim	\$ 250.00
Shawhan, Addison	Cert Reim	\$ 253.94
Simmering-Cory/Iowa Codifi.	2022 Codification	\$ 2,165.00
Sprayer Specialties, Inc	Supplies	\$ 55.31
State Library Of Iowa	Aug Serv	\$ 70.00
Uhs Premium Billing	Insurance	\$ 496.12
Uhs Premium Billing	Insurance	\$ 10,239.08
Unplugged Wireless	Aug Serv	\$ 1,455.00
Usa Blue Book	Supplies	\$ 322.94
Veenstra & Kimm	Aug Serv	\$ 12,747.06
Verizon Wireless	Aug Serv	\$ 280.09
Victor Stanley	Supplies	\$ 24,497.00
Treasurer - State Of Iowa	Taxes	\$ 1,616.00
Waste Management	Aug Serv	\$ 22,463.17
Wells Fargo	Postage/Supplies	\$ 636.77
Buse & Vrieze Llc	Aug Serv	\$ 8,325.00
Ziegler Inc	Supplies	\$ 103.06
	Accounts Payable Total	\$ 338,038.14

General	108,637.61
Capital Improvement	1,241.50
Rut	5,259.13
T&A(Eb)	12,335.27
Cap Improve Pool	178,337.18
Water	16,238.43
Water Capital Out	4,709.00
Sewer	10,254.63
Storm District	1,025.39
Total Funds	338,038.14

#### Revenues

General Total	\$ 39,949.46
T&A(Ft) Total	\$ 3.32
T&A(Sc) Total	\$ 0.83
Capital Improvement Total	\$ 45.41

T&A (SI) Total	\$	10.59
Rut Total	\$	19,449.11
T&A(Eb) Total	\$	9.09
Local Option Sales Tax Total	\$	40,126.64
Tif Total	\$	2.74
Trees Total	\$	18,003.87
Burnett Project Total	\$	41.66
Debt Service Total	\$	10,520.70
Cap Improve Pool Total	\$	659,859.03
Cap Imprv-American Rescue Total	\$	132,833.55
T&A(B) Total	\$	0.77
T&A(Y) Total	\$	0.77
Water Total	\$	49,868.06
Sewer Total	\$	40,171.01
Storm District Total	\$	4,957.47
Total Revenue By Fund	\$	1,015,854.08

The Dallas Center City Council met in special session September 16, 2022, at 7:32 am. Mayor Beyer called the meeting to order. Council member present was Ryan Kluss. Amy Strutt, and Ryan Coon were present via Zoom. Angie Beaudet was present via phone. Daniel Willrich was absent. Also present were City Administrator Cindy Riesselman and City Attorney Ralph Brown.

Motion by Kluss, 2<sup>nd</sup> by Beaudet to approve agenda. Motion passed 4-0.

**\$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022 (Swimming Pool Project)**

Travis Squires with Piper Sandler gave a detailed report on the three proposals received.

Motion by Kluss, 2<sup>nd</sup> by Coon to approve Resolution 2022-77 – directing the acceptance of the proposal from Bank United/Pinnacle to purchase \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022 subject to quick credit approval. Roll call, all ayes. Motion passed.

The meeting adjourned at 7:56 am.

Shellie Schaben, City Clerk

**TREASURER'S REPORT**  
**CALENDAR 9/2022, FISCAL 3/2023**

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	445,785.67	90,995.36	160,676.17	.00	376,104.86
011 T&A (PD) BENEVOLENT	.00	.00	.00	.00	.00
015 T&A(FT)	370,430.80	12.28	.00	.00	370,443.08
021 T&A(SC)	13,853.43	3.07	.00	.00	13,856.50
029 CAPITAL IMPROVEMENT	211,226.47	167.09	1,241.50	.00	210,152.06
041 T&A(SL)	7,181.33	315.87	.00	.00	7,497.20
110 RUT	251,618.49	30,013.24	5,286.13	.00	276,345.60
112 T&A(EB)	52,612.00	9,285.77	16,655.18	.00	45,242.59
119 EMERGENCY LEVY FUND	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	590,893.92	104,053.52	4,409.50	.00	690,537.94
125 TIF	12,735.43	11,809.30	6,088.42	.00	18,456.31
161 TREES	18,003.87	14.33	.00	.00	18,018.20
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	268,780.70	154.20	.00	.00	268,934.90
168 T&A(BC)	.00	.00	.00	.00	.00
169 T&A(BURNETT CAP IMPROVE)	.00	.00	.00	.00	.00
177 T&A(PD)	.00	.00	.00	.00	.00
180 REC TRAIL	.00	.00	.00	.00	.00
200 DEBT SERVICE	105,947.13	24,420.91	.00	.00	130,368.04
301 CAP IMPROVE WASTEWATER	.00	.00	.00	.00	.00
308 CAP IMPROVE - LIBRARY	.00	.00	.00	.00	.00
309 CAP IMPROVE POOL	853,968.28	537.64	178,337.18	.00	676,168.74
310 CAP IMPRV-AMERICAN RESCUE	265,956.11	211.64	.00	.00	266,167.75
501 T&A(B)	15,600.53	2.87	.00	.00	15,603.40
502 T&A(Y)	13,570.15	2.84	.00	.00	13,572.99
600 WATER	475,125.90	46,451.68	27,987.09	.00	493,590.49
602 WATER CAPITAL OUTLAY	250,156.79	.00	8,159.00	.00	241,997.79
610 SEWER	672,252.43	39,650.91	15,902.02	.00	696,001.32
740 STORM DISTRICT	54,247.02	4,929.33	1,025.37	.00	58,150.98
Report Total	4,949,946.45	363,031.85	425,767.56	.00	4,887,210.74

**BALANCE SHEET**  
**CALENDAR 9/2022, FISCAL 3/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	14,695.91-	17,003.59
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)	300.00	300.00
110-000-1110	CHECKING-RUT	24,526.88	24,526.88
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	7,403.04-	2,952.60
119-000-1110	CHECKING-EMERG LEVY	.00	.00
121-000-1110	CHECKING-LOST	39,999.60	39,999.60
121-000-1111	CHECKING-LOST PROP TAX RELIEF	.00	.00
121-000-1112	CHECKING-LOST SWIM POOL	.00	.00
125-000-1110	CHECKING-TIF	.00	.00
161-000-1110	CHECKING-TREE FUND	.00	.00
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	.00	.00
167-000-1111	CHECKING-T&A(BURNETT REC/POOL)	.00	.00
168-000-1110	CHECKING-T&A(BURNETT LIBRARY)	.00	.00
169-000-1110	CHECKING-T&A(BURNETT CAP IMP)	.00	.00
177-000-1110	CHECKING-T&A(PD) FORFEITURE	.00	.00
180-000-1110	CHECKING-REC TRAIL	.00	.00
200-000-1110	CHECKING-DEBT SERVICE	.00	.00
305-000-1110	CHECKING-PLAYGROUND EQUIP	.00	.00
307-000-1110	CHECKING-2012 HWY 44 TURN LANE	.00	.00
301-000-1110	CHECKING-CAP IMPROVE SEWER	.00	.00
308-000-1110	CHECKING-CAP IMPROVE - LIBRARY	.00	.00
309-000-1110	CHECKING-CAP IMPROVE POOL	.00	.00
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	12,117.55-	6,903.10
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	3,450.00-	3,450.00-
610-000-1110	CHECKING-SEWER	4,634.41-	13,935.33
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	3,862.34	5,808.31
	CHECKING TOTAL	26,387.91	107,979.41



**BALANCE SHEET**  
**CALENDAR 9/2022, FISCAL 3/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1120	PETTY CASH	.00	100.00
	PETTY CASH TOTAL	----- .00	----- 100.00
001-000-1160	SAVINGS-GENERAL	54,984.90-	19,001.27
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.00	.00
015-000-1160	SAVINGS-T&A(FT)	12.28	15,443.08
021-000-1160	SAVINGS-T&A(SC)	3.07	3,856.50
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	21.00	26,409.69
029-000-1162	SAVINGS-DEPR PARK	.02	27.78
029-000-1163	SAVINGS-DEPR SWIM POOL	57.82	72,720.84
029-000-1164	SAVINGS-DEPR P/W BLDG	1,158.63-	104,226.43
029-000-1165	SAVINGS-DEPR FIRE	5.38	6,767.32
041-000-1160	SAVINGS-T&A(SL)	15.87	7,197.20
110-000-1160	SAVINGS-RUT	169.34	212,974.13
110-000-1161	SAVINGS-DEPR RUT EQUIP	30.89	38,844.59
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	33.63	42,289.99
119-000-1160	SAVINGS-EMERG LEVY	.00	.00
121-000-1160	SAVINGS-LOST	59,229.58	128,809.42
121-000-1161	SAVINGS-LOST PROP TAX RELIEF	.00	.00
121-000-1162	SAVINGS-LOST SWIM POOL	414.84	521,728.92
125-000-1160	SAVINGS-TIF	5,720.88	18,456.31
161-000-1160	SAVINGS-TREE FUND	14.33	18,018.20
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	154.20	193,934.90
167-000-1161	SAVINGS-T&A(BURNETT REC/POOL)	.00	.00
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	.00	.00
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	.00	.00
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	.00	.00
200-000-1160	SAVINGS-DEBT SERV	24,420.91	130,368.04
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	SAVINGS-CAP IMPROVE POOL	177,799.54-	676,168.74
310-000-1160	SAVINGS-CAP IMPRV ARPA	211.64	266,167.75
501-000-1160	SAVINGS-T&A(B)	2.87	3,603.40
502-000-1160	SAVINGS-T&A(Y)	2.84	3,572.99
600-000-1160	SAVINGS-WATER	20,424.43	434,067.44
600-000-1161	SAVINGS-WATER SINKING	10,157.71	38,078.39
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	4,709.00-	245,447.79
610-000-1160	SAVINGS-SEWER	15,058.30	413,264.66
610-000-1161	SAVINGS-SEWER SINKING	13,325.00	55,458.67
610-000-1162	SAVINGS-SEWER RESERVE	.00	.00

**BALANCE SHEET**  
**CALENDAR 9/2022, FISCAL 3/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
610-000-1163	SAVINGS-SEWER IMPROVEMENT	.00	13,342.66
740-000-1160	SAVINGS-STORM DISTRICT	41.62	52,342.67
	SAVINGS TOTAL	89,123.62-	3,777,131.33
001-000-1170	CD#47719-GENERAL	.00	250,000.00
001-000-1171	CD#47831-GENERAL	.00	90,000.00
015-000-1170	CD#47831-T&A (FT)	.00	200,000.00
015-000-1171	CD#47719-T&A (FT)	.00	155,000.00
021-000-1170	CD#47831-T&A (SC)	.00	10,000.00
029-000-1170	CD-DEPR POLICE	.00	.00
029-000-1171	CD-DEPR NON RUT EQUIP	.00	.00
029-000-1172	CD-DEPR PARK	.00	.00
029-000-1173	CD-DEPR SWIM POOL	.00	.00
029-000-1174	CD-DEPR P/W BLDG	.00	.00
029-000-1175	CD#-DEPR P/W BLDG	.00	.00
029-000-1176	CD-DEPR FIRE	.00	.00
110-000-1170	CD-RUT	.00	.00
110-000-1171	CD-DEPR RUT EQUIP	.00	.00
121-000-1172	CD-LOST SWIM POOL	.00	.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-T&A(BURNETT CAP IMPR)	.00	.00
308-000-1170	CD-CAP IMPROVE LIBRARY	.00	.00
310-000-1170	CD-CAP IMPRV ARPA	.00	.00
501-000-1170	CD#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#47831-SEWER	.00	200,000.00
	CD'S TOTAL	.00	1,002,000.00
	TOTAL CASH	62,735.71-	4,887,210.74

**BUDGET REPORT**  
**CALENDAR 9/2022, FISCAL 3/2023**

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-110-6010	POLICE-WAGES	.00	.00	.00	.00
001-110-6181	POLICE-CLOTHING	.00	.00	.00	.00
001-110-6210	POLICE-DUES,M'SHIPS, SPE	.00	.00	.00	.00
001-110-6230	POLICE-TRAINING	.00	.00	.00	.00
001-110-6310	POLICE-OFFICE RENTAL/MAI	.00	.00	.00	.00
001-110-6331	POLICE-VEHICLE OPERATION	.00	.00	.00	.00
001-110-6332	POLICE-VEHICLE/EQUIP REP	.00	.00	.00	.00
001-110-6371	POLICE-UTILITIES	.00	.00	.00	.00
001-110-6373	POLICE-TELEPHONE	.00	.00	.00	.00
001-110-6413	PAYMENTS - OTHER AGENCIE	160,891.00	13,449.26	40,028.85	24.88
001-110-6419	POLICE-TECHNOLOGY SERVIC	.00	.00	.00	.00
001-110-6499	POLICE-RESERVE OFFICERS	.00	.00	.00	.00
001-110-6505	POLICE-PIONEER GRANT	.00	.00	.00	.00
001-110-6506	POLICE-OFFICE SUPPLIES	.00	.00	.00	.00
001-110-6507	POLICE-OPERATING SUPPLIE	.00	.00	.00	.00
001-110-6599	POLICE-PUBLIC RELATIONS	.00	.00	.00	.00
011-110-6599	T&A(PD) BENEVOLENT	.00	.00	.00	.00
029-110-6799	DEPR-POLICE EXPENSE	.00	.00	.00	.00
112-110-6110	POLICE-FICA	12,308.00	838.56	2,491.28	20.24
112-110-6130	POLICE-IPERS	12,181.00	1,015.04	3,015.59	24.76
112-110-6150	POLICE-GROUP INSURANCE	36,963.00	3,080.21	9,239.86	25.00
112-110-6155	POLICE-CITY SHARE HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	1,078.00	89.82	269.46	25.00
112-110-6170	POLICE-UNEMPLOYMENT	190.00	15.80	47.40	24.95
112-110-6181	POLICE-UNIFORM ALLOWANCE	600.00	50.00	150.00	25.00
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	224,211.00	18,538.69	55,242.44	24.64
001-150-6010	FIRE DEPT-SALARIES	10,000.00	.00	1,970.00	19.70
001-150-6150	FIRE DEPT-GROUP INSURANC	800.00	.00	.00	.00
001-150-6210	FIRE DEPT-DUES	500.00	.00	.00	.00
001-150-6230	FIRE DEPT-TRAINING	6,000.00	.00	.00	.00
001-150-6310	FIRE DEPT-BUILDING MAINT	3,000.00	.00	.00	.00
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	199.13	788.46	26.28
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	3,007.00	4,710.67	42.82
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	141.82	422.65	26.42
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	4,500.00	182.54	524.44	11.65
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	5,000.00	.00	.00	.00
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	1,065.05	1,144.57	38.15
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	12,000.00	41,500.44	41,500.44	345.84
015-150-6505	T&A(FT)-EXPENSES	.00	.00	.00	.00
029-150-6504	DEPR-FD MINOR EQUIPMENT	18,600.00	.00	.00	.00
112-150-6110	FIRE-FICA	765.00	.00	150.76	19.71
112-150-6130	FIRE-IPERS	200.00	.00	5.43	2.72
112-150-6150	FIRE-GROUP INSURANCE	.00	.00	.00	.00
112-150-6155	FIRE-CITY SHARE HSA	.00	.00	1.44	.00
112-150-6160	FIRE-WORKER'S COMP	7,200.00	.00	.00	.00
	FIRE TOTAL	88,165.00	46,095.98	51,218.86	58.09
001-170-6407	BUILDING INSPECTION FEES	52,000.00	2,250.00	2,967.60	5.71
	BUILDING INSPECTIONS TOT	52,000.00	2,250.00	2,967.60	5.71

**BUDGET REPORT**  
**CALENDAR 9/2022, FISCAL 3/2023**

PCT OF FISCAL YTD 25.0%

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	364,876.00	66,884.67	109,428.90	29.99
001-210-6010	STREETS-WAGES	50,368.00	3,219.87	8,241.16	16.36
001-210-6210	PARKS-DUES	.00	.00	.00	.00
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	.00	.00	.00
001-210-6332	STREETS-VEHICLE MAINT	.00	.00	.00	.00
001-210-6417	STREETS-PROJECTS	50,000.00	.00	.00	.00
001-210-6419	STREETS-TECHNOLOGY SERV	2,000.00	30.01	1,301.52	65.08
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	.00	.00	.00
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,500.00	.00	.00	.00
021-210-6417	T&A(SC)-REFUNDS	1,000.00	.00	.00	.00
029-210-6710	DEPR-NON RUT EQUIP	28,200.00	.00	8,200.00	29.08
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	259.51	1,073.02	35.77
110-210-6407	RUT-ENGINEERING	.00	.00	.00	.00
110-210-6408	RUT-LIABILITY INSURANCE	.00	.00	.00	.00
110-210-6417	RUT-STREET REPAIRS/MAINT	231,000.00	3,627.00	7,723.59	3.34
110-210-6425	RUT-SIDEWALK IMPROVEMENT	1,000.00	.00	.00	.00
110-210-6490	RUT-FAIR VIEW DR SIDEWAL	.00	.00	.00	.00
110-210-6504	RUT-STREET EQUIP	.00	.00	.00	.00
110-210-6710	RUT-DEPR EQUIP EXPENSES	30,000.00	.00	.00	.00
112-210-6110	STREETS-FICA - STREETS	3,853.00	246.32	661.11	17.16
112-210-6130	STREETS-IPERS	4,755.00	302.55	797.14	16.76
112-210-6150	STREETS-GROUP INSURANCE	11,449.00	952.94	2,861.66	24.99
112-210-6155	CITY SHARE- HSA	2,500.00	46.00	112.28	4.49
112-210-6160	STREETS-WORKER'S COMP	5,200.00	.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	427,925.00	8,684.20	31,371.48	7.33
110-230-6371	RUT-STREET LIGHTS	22,000.00	1,399.62	5,494.97	24.98
110-230-6509	RUT-STREET SIGNS	3,500.00	.00	.00	.00
	STREET LIGHTING TOTAL	25,500.00	1,399.62	5,494.97	21.55
110-250-6331	RUT-SNOW REM VEHICLE OPE	3,500.00	.00	.00	.00
110-250-6332	RUT-SNOW REM VEHICLE REP	4,500.00	.00	.00	.00
110-250-6499	RUT-SNOW REM CONTRACT LA	4,000.00	.00	.00	.00
110-250-6599	RUT-SNOW REM SUPPLIES	10,000.00	.00	.00	.00
	SNOW REMOVAL TOTAL	22,000.00	.00	.00	.00
001-290-6010	GARBAGE-WAGES	19,118.00	1,607.90	4,761.08	24.90
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	.00	.00
001-290-6418	GARBAGE-SALES TAX	6,901.00	492.04	1,474.41	21.37
001-290-6499	GARBAGE-FEES	242,104.00	21,880.25	64,699.53	26.72
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	.00	349.05	29.09
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	1,400.00	93.33
112-290-6110	GARBAGE-FICA	1,463.00	123.00	364.18	24.89
112-290-6130	GARBAGE-IPERS	1,805.00	151.78	449.43	24.90
112-290-6150	GARBAGE-GROUP INSURANCE	8,166.00	890.58	3,117.89	38.18
112-290-6155	GARBAGE-CITY SHARE HSA	1,500.00	27.79	526.17	35.08

**BUDGET REPORT**  
**CALENDAR 9/2022, FISCAL 3/2023**

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	GARBAGE TOTAL	285,952.00	25,173.34	77,141.74	26.98
001-299-6010	GARAGE-WAGES	29,896.00	2,367.00	6,983.81	23.36
001-299-6310	GARAGE-BUILDING REPAIRS	10,000.00	.00	127.00	1.27
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	259.51	1,073.02	30.66
001-299-6332	GARAGE-VEHICLE REPAIRS	15,000.00	1,343.66	2,706.41	18.04
001-299-6371	GARAGE-UTILITIES	3,500.00	98.19	389.32	11.12
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,500.00	55.31	378.94	8.42
001-299-6490	STREET TREES	28,000.00	.00	996.00	3.56
001-299-6507	GARAGE-OPERATING SUPPLIE	10,000.00	.00	505.29	5.05
029-299-6799	DEPR-P/W BLDG EXPENSE	100,000.00	1,241.50	1,241.50	1.24
112-299-6110	GARAGE-FICA	2,287.00	181.08	534.31	23.36
112-299-6130	GARAGE-IPERS	2,822.00	222.03	641.95	22.75
112-299-6150	GARAGE-GROUP INSURANCE	7,301.00	597.50	1,790.65	24.53
112-299-6155	GARAGE-CITY SHARE HSA	1,463.00	30.00	84.51	5.78
112-299-6160	GARAGE-WORKER'S COMP	1,800.00	.00	.00	.00
	OTHER PUBLIC WORKS TOTAL	220,069.00	6,395.78	17,452.71	7.93
	PUBLIC WORKS TOTAL	981,446.00	41,652.94	131,460.90	13.39
001-350-6501	MOSQUITO SPRAYING	8,500.00	.00	.00	.00
	WATER,AIR,MOSQUITO CONTR	8,500.00	.00	.00	.00
001-399-6590	COVID-19 EXPENSES	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV	.00	.00	.00	.00
	HEALTH & SOCIAL SERVICES	8,500.00	.00	.00	.00
001-410-6010	LIBRARY-WAGES	89,269.00	6,319.50	19,067.61	21.36
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	8,000.00	1,092.18	1,922.18	24.03
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	494.76	5,300.84	33.13
001-410-6373	LIBRARY-TELEPHONE	4,000.00	314.43	937.33	23.43
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,600.00	159.72	479.16	29.95
001-410-6502	LIBRARY-BOOKS	16,000.00	664.39	2,778.52	17.37
001-410-6505	LIBRARY-OFFICE FURNITURE	2,000.00	.00	.00	.00
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,500.00	121.08	976.36	15.02
001-410-6508	LIBRARY-POSTAGE	1,000.00	.00	92.00	9.20
001-410-6599	LIBRARY-EQUIPMENT	.00	.00	.00	.00
041-410-6502	T&A(SL)-EXPENSES	3,000.00	.00	.00	.00
112-410-6110	LIBRARY-FICA	6,829.00	483.44	1,458.67	21.36
112-410-6130	LIBRARY-IPERS	8,427.00	596.57	1,799.98	21.36
112-410-6150	LIBRARY-GROUP INSURANCE	25,793.00	1,963.91	5,900.14	22.87
112-410-6155	LIBRARY-CITY SHARE HSA	5,000.00	100.00	300.00	6.00
112-410-6160	LIBRARY-WORKER'S COMP	300.00	.00	.00	.00
121-410-6770	LOST-CAP OUTLAY LIBRARY	.00	.00	.00	.00
168-410-6721	T&A(BURNETT LIBRARY)-EXP	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 9/2022, FISCAL 3/2023**

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
501-410-6502	T&A BOOKS-EXPENSE	.00	.00	.00	.00
	LIBRARY TOTAL	200,468.00	12,309.98	41,012.79	20.46
001-430-6010	PARKS-WAGES	49,977.00	3,585.94	13,752.95	27.52
001-430-6210	PARKS-DUES	200.00	.00	.00	.00
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	12,000.00	9.78	33.78	.28
001-430-6320	PARKS-GROUND MAINT/REPAI	13,750.00	631.92	703.21	5.11
001-430-6331	PARKS-VEHICLE OPERATION	2,000.00	376.00	1,424.00	71.20
001-430-6350	PARKS-EQUIP REPAIRS	1,500.00	.00	.00	.00
001-430-6371	PARKS-UTILITIES	2,500.00	222.40	797.99	31.92
001-430-6385	PARKS-PRAIRIE MEADOW GRA	.00	.00	.00	.00
001-430-6390	PARKS-DALLAS COUNTY FOUN	.00	.00	.00	.00
001-430-6399	PARKS-PARK EQUIP/MAINT	20,000.00	.00	.00	.00
001-430-6450	PARKS-TREE MAINT	8,500.00	7,185.00	8,537.00	100.44
001-430-6460	TREES PLEASE GRANT EXPEN	2,000.00	.00	.00	.00
001-430-6461	TREES FOREVER GRANT EXPE	1,500.00	.00	.00	.00
001-430-6495	PARKS-ACTIVITIES	200.00	.00	.00	.00
001-430-6505	PARKS-WELLMARK GRANT	.00	.00	.00	.00
001-430-6507	PARKS-MISC OPERATING SUP	2,000.00	15.00	247.44	12.37
029-430-6720	DEPR-PARK EXPENSES	8,000.00	.00	6,472.00	80.90
112-430-6110	PARKS-FICA	3,823.00	274.32	1,052.12	27.52
112-430-6130	PARKS-IPERS	3,523.00	302.96	945.17	26.83
112-430-6150	PARKS-GROUP INSURANCE	1,897.00	162.48	492.90	25.98
112-430-6155	PARKS-CITY SHARE HSA	662.00	8.00	46.36	7.00
112-430-6160	PARKS-WORKER'S COMP	725.00	.00	.00	.00
112-430-6181	PARKS-UNIFORM ALLOWANCE	400.00	.00	.00	.00
167-430-6320	T&A(BURNETT REC)-PARK IM	152,500.00	.00	2,702.15	1.77
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	287,857.00	12,773.80	37,207.07	12.93
001-440-6010	SWIM POOL-WAGES	53,970.00	1,091.00	41,169.48	76.28
001-440-6230	SWIM POOL-TRAINING	2,000.00	143.13	718.13	35.91
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	94.84	401.04	4.01
001-440-6350	SWIM POOL-OPER EQUIP REP	1,000.00	1,140.00	1,140.00	114.00
001-440-6371	SWIM POOL-UTILITIES	3,500.00	.00	2,569.67	73.42
001-440-6373	SWIM POOL-TELEPHONE	500.00	30.05	89.65	17.93
001-440-6418	SWIM POOL-SALES TAX	2,500.00	.00	325.78	13.03
001-440-6501	SWIM POOL-CHEM/INSPEC	6,000.00	.00	2,042.20	34.04
001-440-6507	SWIM POOL-OPERATING SUPP	4,300.00	1,361.72	2,036.36	47.36
029-440-6599	DEPR-POOL DONATION EXPEN	.00	.00	.00	.00
029-440-6710	DEPR-SWIM POOL EXPENSES	.00	.00	.00	.00
112-440-6110	SWIM POOL-FICA	4,129.00	83.45	3,149.56	76.28
112-440-6130	SWIM POOL-IPERS	752.00	102.41	303.82	40.40
112-440-6150	SWIM POOL-GROUP INS	2,638.00	287.28	1,084.89	41.13
112-440-6155	SWIM POOL-CITY SHARE HSA	425.00	13.00	480.23	113.00
112-440-6160	SWIM POOL-WORKER'S COMP	2,200.00	.00	.00	.00
166-440-6599	T&A(REC PROGRAM) EXPENSE	.00	.00	.00	.00
167-440-6801	T&A(BURNETT REC) PRINCIP	.00	.00	.00	.00
169-440-6750	T&A(BURNETT CAP IMPR)-PA	.00	.00	.00	.00
180-440-6320	REC TRAIL-EXPENSES	.00	.00	.00	.00
180-440-6380	REC TRAIL-PROJ MAIN ST G	.00	.00	.00	.00
180-440-6407	ENGINEERING	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 9/2022, FISCAL 3/2023**

PCT OF FISCAL YTD 25.0%

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	2,500.00	.00	.00	.00
	RECREATION TOTAL	96,414.00	4,346.88	55,510.81	57.58
	CULTURE & RECREATION TOT	584,739.00	29,430.66	133,730.67	22.87
161-510-6450	TREE EXPENSE	.00	.00	.00	.00
	COMMUNITY BEAUTIFICATION	.00	.00	.00	.00
001-520-6210	ECON DEV-DUES	4,500.00	.00	4,752.50	105.61
001-520-6371	ECON DEV-UTILITIES	200.00	156.74	159.41	79.71
001-520-6402	ECON DEV-ADVERTISING/SIG	1,000.00	.00	.00	.00
001-520-6407	ECON DEV-ENGINEERING	1,000.00	.00	431.50	43.15
001-520-6413	ECON DEV-PAYMENT OTHER A	8,000.00	.00	8,000.00	100.00
001-520-6470	ECON DEV-COMPLIANCE	8,000.00	685.93	1,748.49	21.86
001-520-6490	ECON DEV-MISC EXPENSE	500.00	.00	163.47	32.69
001-520-6495	ECON DEV-ACTIVITIES	100,000.00	24,497.00	24,497.00	24.50
001-520-6499	ECON DEV-OTHER PROF SERV	.00	.00	.00	.00
001-520-6761	ECON DEV-WALNUT ST INTER	.00	.00	4,113.25	.00
125-520-6411	TIF-LEGAL EXPENSES	.00	.00	.00	.00
125-520-6499	TIF-PIONEER REBATE AGREE	.00	.00	.00	.00
125-520-6799	TIF-STREETSCAPE	.00	.00	.00	.00
169-520-6499	T&A(BURNETT CAP IMP)-WAL	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOT	123,200.00	25,339.67	43,865.62	35.61
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	.00	2,542.30	7,648.42	.00
001-540-6414	P&Z-PUBLICATIONS	100.00	.00	76.37	76.37
001-540-6490	P&Z-MISC	500.00	.00	.00	.00
	PLANNING & ZONING TOTAL	600.00	2,542.30	7,724.79	1,287.47
	COMMUNITY & ECONOMIC DEV	123,800.00	27,881.97	51,590.41	41.67
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	1,200.00	12.50
001-610-6210	MAYOR/COUNCIL-DUES	1,500.00	.00	2,843.00	189.53
001-610-6230	MAYOR/COUNCIL-TRAINING	300.00	.00	.00	.00
001-610-6401	MAYOR/COUNCIL-AUDITS	10,000.00	.00	.00	.00
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,500.00	894.72	1,387.99	21.35
001-610-6419	MAYOR/COUNCIL-TECHNOLOGY	1,500.00	59.94	179.82	11.99
001-610-6490	MAYOR/COUNCIL-BONDS/DUES	5,000.00	.00	.00	.00
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	6,000.00	2,180.90	2,212.70	36.88
112-610-6110	MAYOR/COUNCIL-FICA	734.00	30.60	91.80	12.51
112-610-6130	MAYOR/COUNCIL-IPERS	725.00	.00	.00	.00
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	41,859.00	3,566.16	7,915.31	18.91
001-620-6010	CLERK-WAGES	59,810.00	5,273.66	17,096.53	28.58
001-620-6210	CLERK-DUES	150.00	.00	52.68	35.12
001-620-6230	CLERK-EDUCATION/TRAINING	2,000.00	389.00	1,112.00	55.60
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 9/2022, FISCAL 3/2023**

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-620-6373	CLERK-TELEPHONE/RADIOS	3,100.00	246.04	739.98	23.87
001-620-6419	CLERK-TECHNOLOGY SERVICE	14,000.00	440.17	1,970.66	14.08
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	84.00	663.72	66.37
001-620-6505	CLERK-OFFICE EQUIP PURCH	4,000.00	.00	.00	.00
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	482.35	1,067.76	24.83
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	.00	174.00	11.60
112-620-6110	CLERK-FICA	4,575.00	403.44	1,307.89	28.59
112-620-6130	CLERK-IPERS	5,646.00	497.84	1,613.93	28.59
112-620-6150	CLERK-GROUP INSURANCE	21,804.00	2,386.85	7,835.72	35.94
112-620-6155	CLERK-CITY SHARE HSA	4,825.00	97.63	2,956.49	61.27
112-620-6160	CLERK-WORKER'S COMP	450.00	.00	.00	.00
	CLERK/TREASURER/ADM TOTA	127,660.00	10,300.98	36,591.36	28.66
001-630-6403	ELECTIONS-EXPENSES	.00	.00	.00	.00
	ELECTIONS TOTAL	.00	.00	.00	.00
001-640-6405	ATTORNEY-MISC EXP	3,000.00	89.50	264.40	8.81
001-640-6411	ATTORNEY-RETAINER	36,000.00	3,000.00	9,000.00	25.00
	LEGAL SERVICES/ATTORNEY	39,000.00	3,089.50	9,264.40	23.75
001-650-6310	MEMORIAL HALL-BLDG MAINT	6,000.00	37.51	29.08	.48
001-650-6320	MEMORIAL HALL-MISC EXPEN	1,400.00	250.25	934.36	66.74
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	444.33	1,630.39	25.08
001-650-6373	MEMORIAL HALL-TELEPHONE	600.00	50.00	150.00	25.00
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	260.00	780.00	18.14
001-650-6499	MEMORIAL HALL-ELEV MAINT	1,300.00	.00	.00	.00
	CITY HALL/GENERAL BLDGS	20,100.00	1,042.09	3,465.67	17.24
001-660-6408	GENERAL-LIABILITY INSURA	56,000.00	.00	.00	.00
	TORT LIABILITY TOTAL	56,000.00	.00	.00	.00
001-699-6490	MISC UNALLOCATED REIMB	3,000.00	10.01	36.15	1.21
	OTHER GENERAL GOVERNMENT	3,000.00	10.01	36.15	1.21
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>287,619.00</b>	<b>18,008.74</b>	<b>57,272.89</b>	<b>19.91</b>
307-210-6407	ENGINEERING	.00	.00	.00	.00
307-210-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
200-210-6801	DS PRINC-2005 STREETS	.00	.00	.00	.00
200-210-6802	DS PRINC-TIF FAIRVIEW	.00	.00	.00	.00
200-210-6803	DS PRINC-2011 STREETS	66,000.00	.00	.00	.00
200-210-6851	DS INT-2005 STREETS	.00	.00	.00	.00
200-210-6852	DS INT-TIF FAIRVIEW	.00	.00	.00	.00
200-210-6853	DS INT-2011 STREETS	13,414.00	.00	.00	.00
200-210-6899	DS BOND REGISTRATION FEE	600.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALK	80,014.00	.00	.00	.00
305-430-6385	PLAYGROUND-PRAIRE MDWS G	.00	.00	.00	.00
305-430-6390	PLAYGROUND-DALLAS CNTY G	.00	.00	.00	.00
	PARKS TOTAL	.00	.00	.00	.00
200-440-6804	DS PRINC 2022 POOL	230,250.00	.00	.00	.00
	RECREATION TOTAL	230,250.00	.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	45,000.00	.00	.00	.00



**BUDGET REPORT**  
**CALENDAR 9/2022, FISCAL 3/2023**

**PCT OF FISCAL YTD 25.0%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
200-815-6851	DS INT-2001 EDS	.00	.00	.00	.00
200-815-6852	DS INT-2001 SRF	.00	.00	.00	.00
200-815-6853	DS INT-2020 SRF	16,416.00	.00	.00	.00
200-815-6899	DS BOND REGISTRATIONS FE	2,345.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	63,761.00	.00	.00	.00
200-865-6801	DS PRINC-2016 SW STORM	145,000.00	.00	.00	.00
200-865-6851	DS INT-2016 SW STORM	68,258.00	.00	.00	.00
200-865-6899	DS BOND REGISTRATION	500.00	.00	.00	.00
	STORM DISTRICT TOTAL	213,758.00	.00	.00	.00
	DEBT SERVICE TOTAL	587,783.00	.00	.00	.00
308-410-6770	CAP IMPROVEMENT-LIBRARY	.00	.00	.00	.00
	LIBRARY TOTAL	.00	.00	.00	.00
309-440-6407	CAP IMPROVE POOL-ENGINEE	.00	2,587.18	2,587.18	.00
309-440-6799	CAP IMPROVE POOL-EXPENSE	3,894,200.00	175,750.00	175,750.00	4.51
	RECREATION TOTAL	3,894,200.00	178,337.18	178,337.18	4.58
310-750-6374	CAP IMPRV ARPA-EXPENSES	265,016.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	265,016.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	4,159,216.00	178,337.18	178,337.18	4.29
600-810-6010	WATER-WAGES	91,635.00	7,322.76	21,471.50	23.43
600-810-6110	WATER-FICA	6,976.00	560.18	1,673.12	23.98
600-810-6130	WATER-IPERS	8,609.00	688.11	2,019.47	23.46
600-810-6150	WATER-GROUP INSURANCE	20,629.00	1,749.20	5,921.69	28.71
600-810-6155	WATER-CITY SHARE HSA	3,700.00	76.29	656.18	17.73
600-810-6160	WATER-WORKER'S COMP	3,000.00	.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	209.38	13.96
600-810-6230	WATER-TRAINING	1,500.00	.00	.00	.00
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	67,000.00	3,168.02	7,651.34	11.42
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	.00	.00	.00
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	111.22	459.86	22.99
600-810-6332	WATER-VEHICLE REPAIRS	500.00	.00	.00	.00
600-810-6340	WATER-OFFICE EQUIP	.00	.00	.00	.00
600-810-6350	WATER-CAPITAL PROJECTS	23,000.00	.00	.00	.00
600-810-6371	WATER-UTILITIES	25,000.00	4,806.12	11,813.49	47.25
600-810-6373	WATER-TELEPHONE	.00	.00	.00	.00
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	6,667.42	7,650.95	58.85
600-810-6401	WATER-AUDIT	.00	.00	.00	.00
600-810-6407	WATER-ENGINEERING	30,000.00	.00	.00	.00
600-810-6408	WATER-INSURANCE	10,500.00	.00	.00	.00
600-810-6411	WATER-LEGAL	10,000.00	.00	.00	.00
600-810-6418	WATER-SALES TAX EXPENSE	26,000.00	2,204.64	6,936.77	26.68
600-810-6419	WATER-TECHNOLOGY SERVICE	8,000.00	51.93	1,371.90	17.15
600-810-6499	WATER-TESTS	6,000.00	571.19	1,222.47	20.37
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	.00	479.40	1.45
600-810-6506	WATER-OFFICE SUPPLIES	1,800.00	.00	349.05	19.39

**BUDGET REPORT**  
**CALENDAR 9/2022, FISCAL 3/2023**

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6507	WATER-OPERATING SUPPLIES	5,800.00	.00	3,222.70	55.56
600-810-6508	WATER-POSTAGE	1,500.00	.00	.00	.00
600-810-6599	WATER-MISC EXP	2,500.00	10.01	36.15	1.45
600-810-6780	WATER-CAPITAL IMPROVEMEN	.00	.00	.00	.00
600-810-6801	WATER DEBT-PRINC 1996	.00	.00	.00	.00
600-810-6802	WATER DEBT PRINC 1999	.00	.00	.00	.00
600-810-6803	WATER DEBT-PRINC 2008 WT	.00	.00	.00	.00
600-810-6854	WATER DEPT-INT 2008 WTR	.00	.00	.00	.00
600-810-6805	WATER DEBT-PRINC 2021	112,000.00	.00	.00	.00
600-810-6851	WATER DEBT-INT 1996	.00	.00	.00	.00
600-810-6852	WATER DEBT-INT 1999	.00	.00	.00	.00
600-810-6855	WATER DEBT-INT 2021	9,292.00	.00	.00	.00
600-810-6899	WATER-BOND REGISTRATION	500.00	.00	600.00	120.00
602-810-6407	WATER CAP OUTLAY-ENGINEE	3,000.00	4,709.00	7,296.00	243.20
602-810-6780	WATER CAP OUTLAY-UTIL SY	265,000.00	3,450.00	3,450.00	1.30
	WATER TOTAL	818,341.00	36,146.09	84,891.42	10.37
610-815-6010	SEWER-WAGES	88,057.00	6,987.74	20,583.75	23.38
610-815-6110	SEWER-FICA	6,736.00	534.59	1,605.22	23.83
610-815-6130	SEWER-IPERS	8,313.00	656.54	1,935.92	23.29
610-815-6150	SEWER-GROUP INSURANCE	20,756.00	1,908.96	6,401.42	30.84
610-815-6155	SEWER-CITY SHARE HSA	4,925.00	101.29	736.34	14.95
610-815-6160	SEWER-WORKER'S COMP	3,000.00	.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	.00	.00
610-815-6310	SEWER-BLDG REPAIR/MAINT	10,000.00	.00	.00	.00
610-815-6320	SEWER-GROUND REPAIR/MAIN	2,500.00	.00	.00	.00
610-815-6331	SEWER-VEHICLE OPERATIONS	1,600.00	111.22	459.85	28.74
610-815-6332	SEWER-VEHICLE REPAIRS	.00	.00	.00	.00
610-815-6340	SEWER-OFFICE EQUIP	.00	.00	.00	.00
610-815-6350	SEWER-OPERATION/MAINT	38,000.00	.00	256.50	.68
610-815-6371	SEWER-UTILITIES	25,000.00	3,298.48	12,414.99	49.66
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	300.00	300.00	15.00
610-815-6407	SEWER-ENGINEERING	.00	.00	1,587.64	.00
610-815-6408	SEWER-INSURANCE	16,000.00	.00	.00	.00
610-815-6411	SEWER-LEGAL	500.00	.00	.00	.00
610-815-6418	SEWER-SALES TAX EXPENSE	7,200.00	445.53	1,279.50	17.77
610-815-6419	SEWER-TECHNOLOGY SERVICE	8,000.00	114.86	1,536.83	19.21
610-815-6499	SEWER-TESTS	12,000.00	1,432.50	4,207.50	35.06
610-815-6506	SEWER-OFFICE SUPPLIES	1,500.00	.00	349.05	23.27
610-815-6507	SEWER-SUPPLIES	500.00	.00	.00	.00
610-815-6508	SEWER-POSTAGE	1,500.00	.00	.00	.00
610-815-6599	SEWER-ADMIN EXPENSES	2,000.00	10.31	37.23	1.86
610-815-6767	SEWER-FAIR VIEW DR SAN S	.00	.00	.00	.00
610-815-6780	SEWER-CAPITAL OUTLAY PRO	.00	.00	.00	.00
610-815-6801	SEWER DEBT-PRINC-2001 ED	.00	.00	.00	.00
610-815-6802	SEWER DEBT-PRINC 1999	.00	.00	.00	.00
610-815-6803	SEWER DEBT-PRINC WASS	.00	.00	.00	.00
610-815-6804	SEWER DEBT-PRINC 2019 SR	102,000.00	.00	.00	.00
610-815-6851	SEWER DEBT-INT 2001 EDS	.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 9/2022, FISCAL 3/2023**

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6853	SEWER DEBT-INT WASS	.00	.00	.00	.00
610-815-6852	SEWER DEBT-INT-1999	.00	.00	.00	.00
610-815-6854	SEWER DEBT-INT 2019 SRF	50,663.00	.00	.00	.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	7,238.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	421,738.00	15,902.02	54,091.74	12.83
740-865-6379	STORM DISTRICT-MAINT/REP	25,000.00	887.01	13,807.10	55.23
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	325.08	25.01
740-865-6419	STORM DISTRICT-TECH SERV	3,000.00	30.00	690.02	23.00
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	29,300.00	1,025.37	14,822.20	50.59
	ENTERPRISE FUNDS TOTAL	1,269,379.00	53,073.48	153,805.36	12.12
001-910-6910	GENERAL-TRANSFERS OUT	109,462.00	.00	.00	.00
011-910-6910	T&A(PD)BENEVOLENT-TRANSF	.00	.00	.00	.00
029-910-6910	DEPR-TRANSFER OUT	72,609.00	.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	1,429,042.00	4,409.50	13,228.50	.93
125-910-6910	TIF-TRANSFER OUT	203,887.00	6,088.42	18,265.26	8.96
161-910-6910	TRANSFER OUT	.00	.00	.00	.00
167-910-6910	T&A(BURNETT REC)-TRANSFE	342,457.00	.00	342,620.86	100.05
168-910-6910	T&A(BURNETT LIB)-TRANSFE	.00	.00	.00	.00
169-910-6910	T&A(BURNETT CAP IMP) TRA	293,973.00	.00	317,054.56	107.85
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	7,000.00	.00	.00	.00
602-910-6910	WATER CAP OUTLAY-TRANSFE	.00	.00	.00	.00
610-910-6910	SEWER-TRANSFERS OUT	7,000.00	.00	.00	.00
740-910-6910	STORM DISTRICT-TRANSFER	.00	.00	.00	.00
	TRANSFERS TOTAL	2,465,430.00	10,497.92	691,169.18	28.03
	TRANSFER OUT TOTAL	2,465,430.00	10,497.92	691,169.18	28.03

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**BUDGET REPORT**  
**CALENDAR 9/2022, FISCAL 3/2023**

**PCT OF FISCAL YTD 25.0%**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT TITLE</b>	<b>TOTAL BUDGET</b>	<b>MTD BALANCE</b>	<b>YTD BALANCE</b>	<b>PERCENT EXPENDED</b>
	TOTAL EXPENSES BY FUNCTI	10,832,788.00	425,767.56	1,506,795.49	13.91



## September 2022

# Dallas Center Calls for Service

Create Date/Time	Call Type	Location
9/1/2021 7:41	FOLLOW UP INVESTIGATION	1406 WALNUT ST, DALLAS CENTER
9/1/2021 9:30	FOLLOW UP INVESTIGATION	1200 ASH ST, DALLAS CENTER
9/1/2021 13:03	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
9/1/2021 17:50	FOLLOW UP INVESTIGATION	1304 SYCAMORE ST 4, DALLAS CENTER
9/3/2021 8:12	RETURN PHONE CALL	1413 WALNUT ST, DALLAS CENTER
9/3/2021 16:36	MEDICAL/AMBULANCE TRIP	1102 WALNUT ST, DALLAS CENTER
9/4/2021 6:02	TRAFFIC STOP	15TH ST / VINE ST, DALLAS CENTER
9/4/2021 13:26	CIVIL DISPUTE	401 HATTON AVE, DALLAS CENTER
9/4/2021 19:57	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
9/4/2021 20:27	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
9/4/2021 23:01	TRAFFIC STOP	10TH ST / SUGAR GROVE AVE, DALLAS CENTER
9/6/2021 13:08	911 HANGUP	240 <sup>TH</sup> ST / ORDER DR, DALLAS CENTER
9/7/2021 11:37	CIVIL DISPUTE	804 FAIRVIEW DR, DALLAS CENTER
9/7/2021 19:25	TRAFFIC STOP	R AVE / 240TH ST, DALLAS CENTER
9/8/2021 6:13	THEFT OF MOTOR VEHICLE	506 15TH ST, DALLAS CENTER
9/8/2021 14:06	TRAFFIC COMPLAINT	1706 LINDEN ST, DALLAS CENTER
9/8/2021 22:15	911 HANGUP	LAT: 41.6839; LON: -93.9666
9/8/2021 23:40	WELFARE CHECK	307 14TH ST C, DALLAS CENTER
9/10/2021 2:25	EXTRA PATROL	802 PERCIVAL AVE, DALLAS CENTER
9/10/2021 2:34	EXTRA PATROL	1201 WALNUT ST, DALLAS CENTER
9/10/2021 8:54	TRAFFIC STOP	230TH ST / N AVE, DALLAS CENTER
9/10/2021 11:02	RECOVER STOLEN	506 15TH ST, DALLAS CENTER
9/10/2021 11:43	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
9/10/2021 20:38	TRAFFIC STOP	FAIRVIEW DR / SUGAR GROVE AVE, DALLAS CENTER
9/11/2021 16:33	ANIMAL COMPLAINT	104 14TH ST, DALLAS CENTER
9/11/2021 20:21	TRAFFIC COMPLAINT	706 NORTHVIEW DR, DALLAS CENTER
9/12/2021 16:04	MEET COMPLAINANT	103 14TH ST, DALLAS CENTER
9/12/2021 20:39	MEDICAL/AMBULANCE TRIP	1006 LINDEN ST 425, DALLAS CENTER

9/13/2021 15:00	VIOLATION OF PROTECTION ORDER	1205 13TH ST, DALLAS CENTER
9/13/2021 21:32	TRAFFIC STOP	FAIRVIEW DR / SUGAR GROVE AVE, DALLAS CENTER
9/14/2021 1:00	EXTRA PATROL	1201 WALNUT ST, DALLAS CENTER
9/14/2021 1:07	EXTRA PATROL	802 PERCIVAL AVE, DALLAS CENTER
9/14/2021 7:39	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
9/14/2021 9:12	WELFARE CHECK	103 14TH ST, DALLAS CENTER
9/14/2021 10:18	INFORMATION	1205 13TH ST, DALLAS CENTER
9/14/2021 13:47	DISTURBANCE	1502 WALNUT ST, DALLAS CENTER
9/14/2021 16:25	TRAFFIC COMPLAINT	1706 LINDEN ST, DALLAS CENTER
9/15/2021 6:24	RETURN PHONE CALL	307 14TH ST A, DALLAS CENTER
9/15/2021 7:42	DISTURBANCE	1502 WALNUT ST, DALLAS CENTER
9/15/2021 17:25	MVC-PD	106 14TH ST, DALLAS CENTER
9/15/2021 17:58	TRAFFIC STOP	502 14TH ST, DALLAS CENTER
9/16/2021 5:05	SUSPICIOUS	601 PERCIVAL AVE, DALLAS CENTER
9/16/2021 16:18	911 HANGUP	240 <sup>TH</sup> ST / ORDER DR, DALLAS CENTER
9/17/2021 9:10	PUBLIC ASSIST	113 LAKE SHORE DR, DALLAS CENTER
9/18/2021 0:16	MEDICAL/AMBULANCE TRIP	403 1/2 15TH ST, DALLAS CENTER
9/19/2021 15:12	WELFARE CHECK	1710 SYCAMORE ST, DALLAS CENTER
9/19/2021 20:20	TRAFFIC STOP	SUGAR GROVE AVE / FAIRVIEW DR, DALLAS CENTER
9/19/2021 21:47	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
9/20/2021 13:26	HARASSMENT/THREATS	1205 WALNUT ST, DALLAS CENTER
9/20/2021 17:06	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
9/20/2021 18:53	CIVIL PAPER	601 ELM CT, DALLAS CENTER
9/20/2021 19:12	CIVIL PAPER	1703 WALNUT ST, DALLAS CENTER
9/21/2021 10:47	VANDALISM	1400 VINE ST, DALLAS CENTER
9/21/2021 15:54	PUBLIC ASSIST	104 LAKE SHORE DR, DALLAS CENTER
9/21/2021 18:39	TRAFFIC COMPLAINT	595 SUGAR GROVE AVE, DALLAS CENTER
9/21/2021 19:09	DISTURBANCE	600 HICKORY CT, DALLAS CENTER
9/22/2021 8:41	MEET COMPLAINANT	600 HICKORY CT, DALLAS CENTER
9/22/2021 11:50	INFORMATION	307 14TH ST, DALLAS CENTER
9/22/2021 13:50	THEFT	27088 240TH ST, DALLAS CENTER
9/22/2021 15:35	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
9/22/2021 15:58	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
9/22/2021 18:06	TRAFFIC STOP	10TH ST / SUGAR GROVE AVE, DALLAS CENTER
9/22/2021 20:08	MEDICAL/AMBULANCE TRIP	104 PERCIVAL AVE, DALLAS CENTER
9/22/2021 23:36	THEFT	1201 VINE ST, DALLAS CENTER
9/23/2021 1:24	EXTRA PATROL	802 PERCIVAL AVE, DALLAS CENTER
9/23/2021 6:56	PUBLIC WORKS/CO ENGINEER	1006 LINDEN ST, DALLAS CENTER
9/23/2021 8:13	911 HANGUP	1400 WALNUT ST, DALLAS CENTER
9/23/2021 10:17	FOLLOW UP INVESTIGATION	307 14TH ST, DALLAS CENTER
9/23/2021 11:56	MEDICAL/AMBULANCE TRIP	1500 VINE ST, DALLAS CENTER

9/23/2021 17:15	911 HANGUP	240 <sup>TH</sup> ST / ORDER DR, DALLAS CENTER
9/23/2021 18:57	ANIMAL COMPLAINT	13TH ST / MAPLE ST, DALLAS CENTER
9/23/2021 21:40	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
9/24/2021 0:02	EXTRA PATROL	1201 WALNUT ST, DALLAS CENTER
9/24/2021 11:20	RETURN PHONE CALL	2370 ORDER DR, DALLAS CENTER
9/24/2021 12:36	TRAFFIC COMPLAINT	400 15TH ST, DALLAS CENTER
9/24/2021 14:31	MEDICAL/AMBULANCE TRIP	1405 WALNUT ST, DALLAS CENTER
9/24/2021 17:56	MEDICAL/AMBULANCE TRIP	1500 VINE ST, DALLAS CENTER
9/24/2021 20:59	DOMESTIC	1800 LINDEN ST 1, DALLAS CENTER
9/24/2021 22:06	DOMESTIC	1800 LINDEN ST 1, DALLAS CENTER
9/25/2021 7:30	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
9/26/2021 1:44	TRAFFIC STOP	10TH ST / SUGAR GROVE AVE, DALLAS CENTER
9/26/2021 12:50	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
9/26/2021 20:29	STRUCTURE FIRE	1708 SUGAR GROVE AVE, DALLAS CENTER
9/27/2021 17:21	911 MISDIAL	240 <sup>TH</sup> ST / ORDER DR, DALLAS CENTER
9/28/2021 5:26	BURGLARY	1603 MAPLE ST, DALLAS CENTER
9/28/2021 6:02	BURGLARY	1405 MAPLE ST, DALLAS CENTER
9/28/2021 6:05	THEFT OF MOTOR VEHICLE	1301 MAPLE ST, DALLAS CENTER
9/28/2021 6:31	BURGLARY	207 14TH ST, DALLAS CENTER
9/28/2021 6:33	BURGLARY	1104 SUGAR GROVE AVE, DALLAS CENTER
9/28/2021 7:03	BURGLARY	1603 MAPLE ST, DALLAS CENTER
9/28/2021 7:17	BURGLARY	206 KELLOGG AVE, DALLAS CENTER
9/28/2021 8:52	BURGLARY	103 14TH ST, DALLAS CENTER
9/28/2021 8:54	BURGLARY	104 14TH ST, DALLAS CENTER
9/28/2021 9:27	RETURN PHONE CALL	903 VINE ST, DALLAS CENTER
9/28/2021 14:09	FIRE ALARM	1400 VINE ST, DALLAS CENTER
9/28/2021 15:40	BURGLARY	207 14TH ST, DALLAS CENTER
9/28/2021 19:17	DISTURBANCE	307 14TH ST, DALLAS CENTER
9/28/2021 20:52	BURGLARY	1107 SUGAR GROVE AVE 20, DALLAS CENTER
9/28/2021 22:00	PUBLIC ASSIST	1001 SYCAMORE ST, DALLAS CENTER
9/29/2021 9:54	FOLLOW UP INVESTIGATION	1400 VINE ST, DALLAS CENTER
9/29/2021 13:08	ORDINANCE VIOLATIONS	1205 WALNUT ST, DALLAS CENTER
9/29/2021 16:37	FOLLOW UP INVESTIGATION	1301 MAPLE ST, DALLAS CENTER
9/29/2021 18:48	FOLLOW UP INVESTIGATION	104 14TH ST, DALLAS CENTER
9/29/2021 19:39	RETURN PHONE CALL	903 VINE ST, DALLAS CENTER
9/29/2021 23:26	EXTRA PATROL	1201 WALNUT ST, DALLAS CENTER
9/30/2021 2:34	SCAM	1006 13TH ST 205, DALLAS CENTER
9/30/2021 4:49	SCAM	5 ORCHARD LN, DALLAS CENTER
Total	449 hours patrol, 10 hours on calls, 459 hours total, 320 hours required	107

## FIRE & EMS REPORT

September 2022

Total calls : 19

### **FIRE 4 total**

1 Change of quarters

1 MVC

1 structure fire

1 lightning strike

### **EMS 15 Total**

15 calls for service (15 City/0 Rural)



# SEPTEMBER 2022 CODE ENFORCEMENT REPORT DALLAS CENTER

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
		BEGIN 2017				
		BEGIN 2019				
2019-065	1201 Walnut	Junk & Vehicles	5/29/2019	6/13/2019 8/2/19 9/30/21	Advisory 6/19/19 sent new pictures- 7/17/19 Certified - 9/10/21 Certified	
		<b>BEGIN-2020</b>				
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	
		<b>BEGIN 2021</b>				
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	
		<b>BEGIN 2022</b>				

2022-100	300 Percival	Junk	7/26/2022	8/2/2022 9/16/22	M- 8/30/22 Advisory	
2022-104	1201 Vine	Grass	8/2/2022	8/9/2022	Advisory	
2022-105	1505 Cherry	Junk	8/2/2022	8/9/2022 8/25/22	M- 8/9/22 Advisory	9/6/2022
2022-107	1600 Linden	Junk	8/2/2022	8/18/2022 9/16/22	Advisory- 8/30/22 Certified	9/20/2022
2022-111	302-14	Junk	8/9/2022	8/25/2022 9/27/22	Advisory - Extension	
2022-113	704 Sugar Grove	Grass	8/10/2022	8/17/2022	Advisory	
2022-117	700-10th	Junk	8/23/2022	8/30/2022	M	9/6/2022
2022-119	1229 Maple	Grass	8/23/2022	8/31/2022	Advisory	9/13/2022
2022-120	Parcel 1102205001	Grass	8/23/2022	8/31/2022	Advisory	9/13/2022
2022-121	1305-8	Grass	8/30/2022	9/7/2022	Advisory	9/6/2022
2022-122	807 Linden	Grass	8/30/2022	9/7/2022	Advisory	9/6/2022
2022-123	1008 Sycamore	Junk	8/30/2022	9/6/2022	M	9/6/2022
2022-124	1408 Walnut	Junk	8/30/2022	9/16/2022	Advisory	9/13/2022
2022-125	1402 Walnut	Grass	8/30/2022	9/7/2022	Advisory	9/13/2022
2022-126	1404 Walnut	Grass	8/30/2022	9/7/2022	Advisory	9/13/2022
2022-127	300 Percival	Grass	8/30/2022	9/7/2022	Advisory	
2022-128	205-10	Junk	9/6/2022	9/13/2022	M	9/13/2022
2022-129	906 Ash	Junk	9/6/2022	9/23/2022	Advisory	
2022-130	1000 Walnut	Grass	9/6/2022	9/14/2022	Advisory	9/13/2022
2022-131	Paramount on Birch	Grass	9/6/2022	9/14/2022	Phone Call	9/13/2022
2022-132	203-10	Grass	9/13/2022	9/20/2022	M	9/20/2022
2022-133	602-10	Parking	9/13/2022	9/30/2022	Advisory	
2022-134	1200 Laurel	Grass	9/13/2022	9/20/2022	Advisory	9/20/2022
2022-135	303-13	Junk	9/13/2022	9/20/2022	M	9/20/2022
2022-136	302-14	Grass	9/13/2022	9/20/2022	Advisory	
2022-137	1405 Vine	Grass	9/13/2022	9/20/2022	Advisory	9/20/2022
2022-138	607 Hatton	Junk	9/13/2022	9/20/2022	M	9/20/2022
2022-139	2335 N Ave	Tree	9/13/2022	9/27/2022	Certified	9/30/2022
2022-140	806 Vine	Grass	9/20/2022	9/27/2022	M	

2022-141	601 Linden	Parking	9/20/2022	9/27/2022	M	
2022-142	1604 Linden	Grass	9/20/2022	9/27/2022	Advisory	9/30/2022
2022-143	1801 Sugar Grove	Parking	9/20/2022	9/27/2022	M	
2022-144						

# Monthly Water Report

Date	Sep-22																			
<b>Water Plant</b>																				
Total Gal.>	4,153,400	Max	177,700	Min	86,600	Avg	138,400	Gpm	268											
Total Hrs.>	266.7	Max	12.3	Min	5.5	Avg	8.89													
Last Month.>	4,881,800	Max	255,000	Min	52,300	Avg	157,500	Gpm	262											
Last Year.>	4,841,600	Max	220,800	Min	124,100	Avg	161,400	Gpm	247											
Lbs.of Chlorine	594	Lbs of Fluoride	62	Gallons of salt brine	4,788															
Chlorine.Mg/l	0.74	Fluoride.Mg/l	0.6	Hardness. Mg/l	91	Iron. Mg/l	0.01	Nitrate.Mg/l												
Well																				
Date	9/8/2022																			
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm
Well # 7	30	22	8	120																
Well # 9	34	24	10	100																
Well # 10	22	8	14	90																
Well # 11	26	8	18	180																
<b>Water Meters</b>																				
	New Installs			Read In																
	Replace Meter			Read Out																
	Replace Radio Read			Shut off For nonpayment																
	Repair																			
<b>Fire Hydrants</b>																				
	New Install			Flush Hyd			Repair Hyd													
Water Plant	9/29/22 - Installed new chlorine pump																			
Water Tower																				
Reservoir																				
Dist. System	9/29/22 - Water main break just east of 2415 240th St. 6" main.																			
Wells	9/8/22 - 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

Address: 1404 Walnut St.

Phone: [Redacted]

Contact Person: Meg Dickinson

Phone: [Redacted]

Date of Event: Oct. 29, 2022 Time(s): 3pm to 6pm

Nature of Activities: Parade, Community meal, park activities and games

Streets/Intersections Requested to Be Blocked Off: Kellogg St. South of Mound Park, Walnut St from Kellogg St. to Heritage Park (13th)

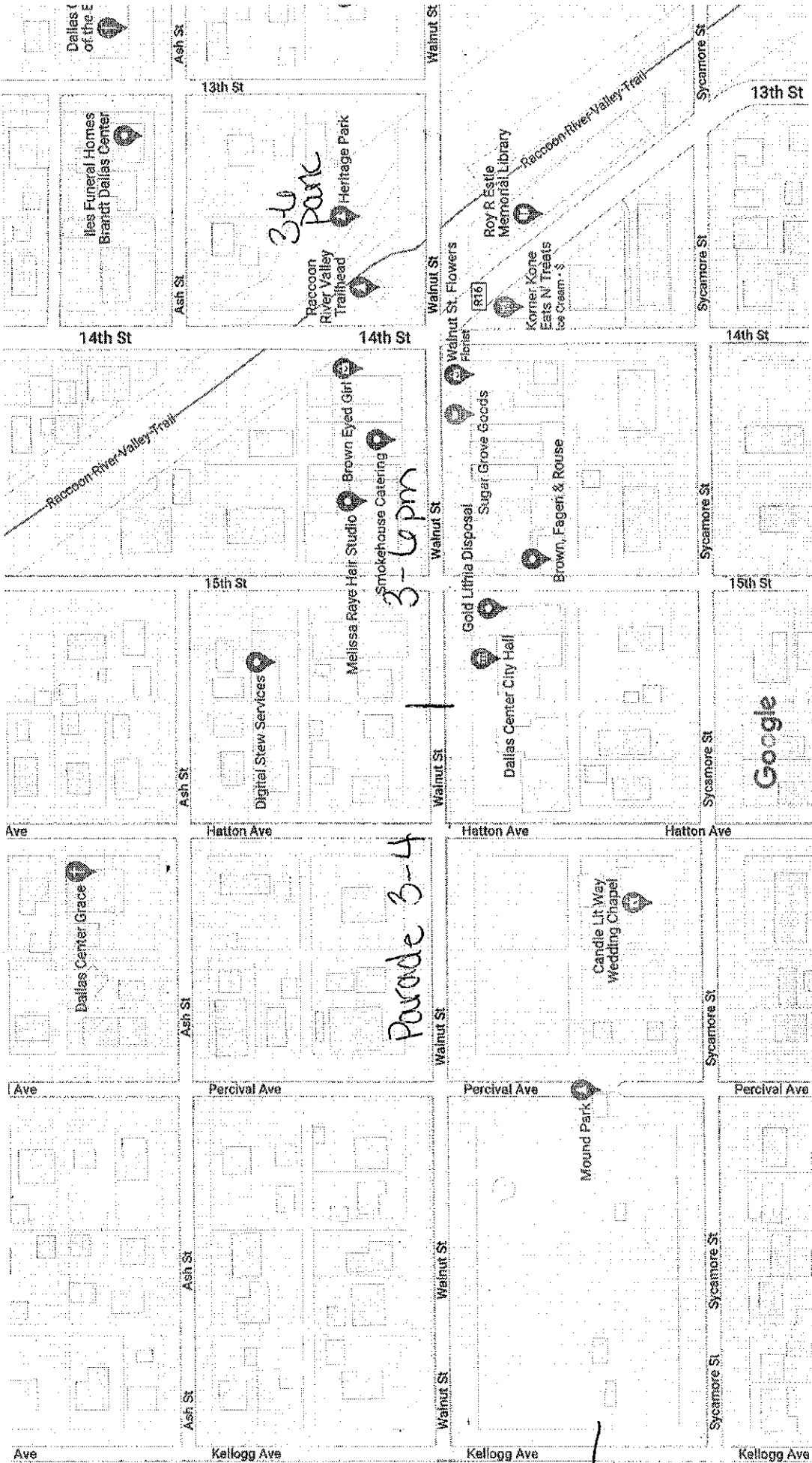
[Signature]  
Signature of Applicant

16 Sept 2022  
Date

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

City Council \_\_\_\_\_ Approved  
\_\_\_\_\_ Denied

Copies to: SO   
FD   
PW



Map data ©2022 100 ft



**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

September 27, 2022

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

DALLAS CENTER, IOWA  
OUTDOOR COMMUNITY SWIMMING POOL  
PARTIAL PAYMENT ESTIMATE NO. 2

Enclosed is a copy of Partial Payment Estimate No. 2 submitted by Sande Construction & Supply Co., Inc. for the Outdoor Community Swimming Pool project. Partial Payment Estimate No. 2 covers work during the month of September 2022.

Partial Payment Estimate No. 2 is in the amount of \$365,750.00. Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 2 and would recommend its approval.

The work during the month of September 2022 included site work and the start of the piping work. It is anticipated work during the month of October will include a continuation of the piping work and the initial construction of the pool shell itself.

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

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:paj  
212191  
Enclosure

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

**BUILDING RELATIONSHIPS ENGINEERING SOLUTIONS**

## Application and Certificate for Payment

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

**FROM CONTRACTOR:** Sande Construction & Supply  
 1111 16th Ave N  
 Humboldt, IA 50548

VIA ARCHITECT:

APPLICATION NO. 2  
 PERIOD TO: 9/30/22  
 CONTRACT FOR:  
 CONTRACT DATE:  
 PROJECT NOS: F-22-1803

Distribution to:  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$ 4,819,975.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 4,819,975.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 570,000.00
5. RETAINAGE:
  - a. 5.00% of Completed Work (Columns D + E on G703) ..... \$ 28,500.00
  - b. % of Stored Material (Column F on G703) ..... \$
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 28,500.00
6. TOTAL EARNED LESS RETAINAGE ..... \$ 541,500.00  
 (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 175,750.00  
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ 365,750.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) ..... \$ 4,278,475.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
<b>TOTAL</b>	\$	\$
NET CHANGES by Change Order	\$	\$

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

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

**CONTRACTOR:** Sande Construction & Supply  
 By: \_\_\_\_\_ Date: 9/27/22  
 State of Iowa  
 County of Dallas  
 Subscribed and sworn to before me this \_\_\_\_\_ day of Sept 2022  
 Notary Public  
 My commission expires 11/30/24  
 JAMIE DEWINTER  
 Commission Number 743918  
 MY COMMISSION EXPIRES

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

**AMOUNT CERTIFIED** ..... \$ 365,750.00  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** \_\_\_\_\_  
 By: \_\_\_\_\_ Date: 9/27/2022

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

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# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document G703™ - 1992, Application and Certificate for Payment, or G732™ - 2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

APPLICATION NO:

2

APPLICATION DATE:

9/27/2022

PERIOD TO:

9/30/2022

ARCHITECT'S PROJECT NO:

F-22-1893

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D)	THIS PERIOD (E)					
01	General Conditions	468,795.00	100,000.00	30,000.00			130,000.00	338,795.00	6,500.00
02	Sitework	725,000.00	85,000.00	150,000.00			235,000.00	490,000.00	11,750.00
03	SWPPP	35,000.00		5,000.00			5,000.00	30,000.00	250.00
04	Fencing	40,116.00						40,116.00	
05	Reinforcing Steel	186,500.00						186,500.00	
06	Building Concrete	216,000.00						216,000.00	
07	Pool Concrete	525,000.00						525,000.00	
08	Pool Deck Concrete	103,500.00						103,500.00	
09	Exterior Concrete	52,429.00						52,429.00	
10	Masonry	224,421.00						224,421.00	
11	Carpentry	168,000.00						168,000.00	
12	Roofing/Soffit/Fascia	75,500.00						75,500.00	
13	Caulking	40,000.00						40,000.00	
14	Doors/Frames	61,000.00						61,000.00	
15	Colling Doors	31,350.00						31,350.00	
16	Glass/Glazing	5,000.00						5,000.00	
17	Finishes	10,500.00						10,500.00	
18	Paint	85,483.00						85,483.00	
19	Specialties	64,481.00						64,481.00	
20	Pool Accessories/Spray Feature	178,000.00						178,000.00	
21	Mechanical/Pool Piping	1,098,900.00						1,098,900.00	
22	Electrical	425,000.00			200,000.00		200,000.00	898,900.00	10,000.00
Totals		4,819,975.00	185,000.00	385,000.00			570,000.00	4,249,975.00	28,500.00
GRAND TOTAL									

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10/21/2024



**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

October 5, 2022

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

DALLAS CENTER, IOWA  
DALLAS CENTER STORAGE  
SITE PLAN MODIFICATION

Enclosed is a modified version of the site plan for the Dallas Center Storage project located at 306 Sugar Grove Avenue. The enclosed site plan includes one modification from the previously approved site plan.

Xenia Rural Water recently marked the location of its two water mains located south of the south right-of-way line of Highway 44. The two water mains are in the far northerly portion of the Dallas Center Storage property. This portion of the property was originally shown to be part of the stormwater detention basin.

To avoid the existing water mains the site plan has been modified slightly. The modification involves changing the configuration of the stormwater detention basin to avoid any conflict with the existing water mains. The modification involves moving the north edge of the stormwater detention basin southerly. To provide the required stormwater detention volume the west end of the detention basin has been moved westerly. The change narrows and elongates the stormwater detention basin.

To accommodate the revised configuration of the stormwater detention basin the driveway connection to Highway 44 has been shifted slightly to the west. The westerly shift in the driveway location does not raise any concerns regarding its location.

Cindy Riesselman  
October 5, 2022  
Page 2

The modification to the site plan is considered a minor change. Changes or modifications to the site plan require approval by the City. The City does not have a procedure for administrative approval of minor changes or modifications to the site plan.

The modification to the site plan does not affect the overall design concept and has no impact on the building improvements. It does not appear necessary to complete a new full review of the site plan. It is recommended the City Council approve the modified site plan. The writer would suggest the change is small enough the approval of the modified site plan could be considered an item for the consent agenda for the October 11, 2022 City Council meeting.

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:rdp  
212

Enclosure

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

**NOTE:**  
 1. THIS PLAN IS A PART OF THE SUBMITTAL PACKAGE FOR THE DALLAS CENTER STORAGE - GEOMETRIC PLAN. THE CITY OF DALLAS HAS REVIEWED THIS PLAN AND HAS APPROVED IT FOR THE CITY OF DALLAS. THE CITY OF DALLAS IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED ON THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**OWNER:**  
 DALLAS CENTER STORAGE, LLC  
 1500 W. WOOD ST.  
 FORT WORTH, TX 76104

**SITE ADDRESS:**  
 300 NORTH GAVIN AVENUE  
 DALLAS, TEXAS 75201

**USE:**  
 FLEXIBLE OFFICE BUILDING

**ZONING:**  
 DISTRICT: 10-1  
 UNIT: 10-1-1

**SETBACKS:**  
 FS - 10' - 10 FEET FRONT SETBACK  
 RS - 10' - 10 FEET REAR SETBACK  
 SS - 10' - 10 FEET SIDE SETBACK

**PARKING:**  
 100 SPACES  
 100% ACCESSIBLE SPACES: 10

**CONSTRUCTION SCHEDULE:**

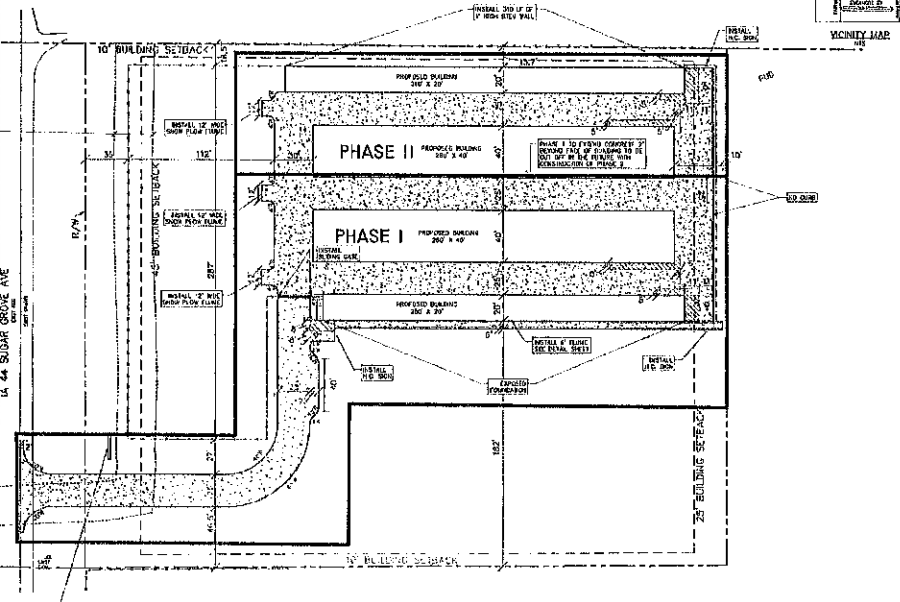
ITEM	START DATE	END DATE
GRADING/EROSION CONTROL	1/15/22	2/15/22
FOUNDATIONS	2/15/22	3/15/22
FRAMING	3/15/22	4/15/22
MECHANICAL/ELECTRICAL/PLUMBING	4/15/22	5/15/22

**LEGAL DESCRIPTION:**  
 PARCEL "A" OF THE QUARTER OF THE 1/4 SECTION 1, TOWNSHIP 10 NORTH RANGE 10 WEST OF THE 10TH DISTRICT, CITY OF DALLAS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING THE 1/4 SECTION 1, TOWNSHIP 10 NORTH, RANGE 10 WEST, OF THE 10TH DISTRICT, CITY OF DALLAS COUNTY, TEXAS, CONTAINING 4.87 AC. 100,000 S.F.

**PREVIOUS AREA:**  
 THE AREA - 100,000 S.F.  
 PROPOSED BUILDING AREA - 8,000 S.F.  
 PROPOSED PARKING AREA - 10,000 S.F.  
 PROPOSED DRIVEWAY AREA - 2,000 S.F.  
 PROPOSED TOTAL AREA - 20,000 S.F.  
 OPEN SPACE - 12,000 S.F.

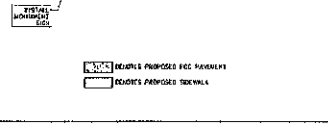
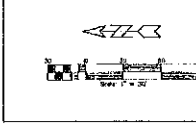
**INDEX OF SHEETS:**

- 1. GENERAL PLAN
- 2. FOUNDATION PLAN
- 3. MECHANICAL/ELECTRICAL/PLUMBING PLAN
- 4. LANDSCAPE PLAN
- 5. SITE PLAN



**GENERAL NOTES:**

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE (IPC).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL ELECTRICAL CODE (IEC) AND THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMC).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE (IFC).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL SMOKE CONTROL CODE (ISCC).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL SAFETY CODE (ISC).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL TRANSPORTATION CODE (ITC).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL CONSTRUCTION CODE (ICC).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL ACCESSIBILITY STANDARDS (IAS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL ENVIRONMENTAL STANDARDS (IES).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL HEALTH AND SAFETY STANDARDS (IHSS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL QUALITY STANDARDS (IQS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL SUSTAINABILITY STANDARDS (ISS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL COMMUNITY STANDARDS (ICS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL CULTURAL STANDARDS (ICS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL ARTISTIC STANDARDS (IAS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL HISTORIC STANDARDS (IHS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL MONUMENTAL STANDARDS (IMS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL HERITAGE STANDARDS (IHS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL LANDSCAPE STANDARDS (ILS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL GARDEN STANDARDS (IGS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL TREE STANDARDS (ITS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL PLANT STANDARDS (IPS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL ANIMAL STANDARDS (IAS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL BIRD STANDARDS (IBS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL INSECT STANDARDS (IIS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL MAMMAL STANDARDS (IMS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL REPTILE AND AMPHIBIAN STANDARDS (IRAS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL FISH STANDARDS (IFS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL MARINE STANDARDS (IMS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL AQUARIUM STANDARDS (IAS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL ZOO STANDARDS (IZS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL WILDLIFE STANDARDS (IWS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL NATURAL HISTORY STANDARDS (INHS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL SCIENCE STANDARDS (IS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL TECHNOLOGY STANDARDS (ITS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL SPACE STANDARDS (ISS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL AEROSPACE STANDARDS (IAS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL MARINE STANDARDS (IMS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL POLAR STANDARDS (IPS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL ANTARCTIC STANDARDS (IAS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL ARCTIC STANDARDS (IAS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL SPACE STANDARDS (ISS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL AEROSPACE STANDARDS (IAS).
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- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL ANTARCTIC STANDARDS (IAS).
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2018 EDITION OF THE INTERNATIONAL ARCTIC STANDARDS (IAS).



**APPROVED FOR CONSTRUCTION:**

**DATE:** 10/15/2021

**PROJECT:** DALLAS CENTER STORAGE - GEOMETRIC PLAN

**SCALE:** 1/8" = 1'-0"

**DESIGNED BY:** [Signature]

**CHECKED BY:** [Signature]

**DATE:** 10/15/2021

**DALLAS CENTER STORAGE - GEOMETRIC PLAN**

PROJECT NO. 21-133

DATE: 10/15/2021

SCALE: 1/8" = 1'-0"

DESIGNED BY: [Signature]

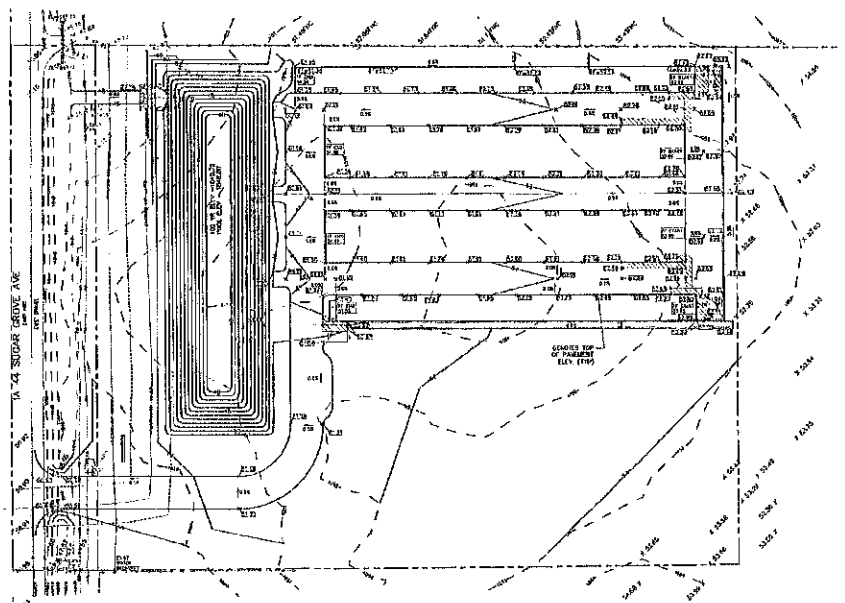
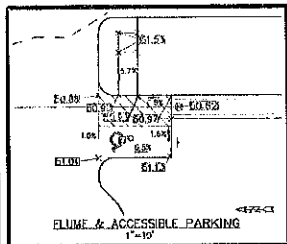
CHECKED BY: [Signature]

DATE: 10/15/2021

LOCATION OF ALL UTILITIES SHOWN ON THE PLAN IS BASED ON RECORD DRAWINGS. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES IN THIS AREA. ANY CHANGES TO THE UTILITIES SHOWN ON THIS PLAN ARE TO BE MADE BY THE CLIENT. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE GRADING AND PAVING AS SHOWN ON THIS PLAN. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

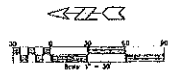
**D.C.C. PARMS**

1. ALL EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE SHOWN OTHERWISE ON THIS PLAN.
2. CONCRETE SHALL BE 4000 PSI WITH 4% CEMENTATION.
3. ALL CONCRETE SHALL BE FINISHED WITH A BROOM.
4. THE CURB TO BE 18" TO 24" HIGH, 12" WIDE, 12" THICK, 1/2" SLOPE TO THE CURB.
5. ALL CURB SHALL BE FINISHED WITH A BROOM.
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18. ALL CURB SHALL BE FINISHED WITH A BROOM.
19. ALL CURB SHALL BE FINISHED WITH A BROOM.
20. ALL CURB SHALL BE FINISHED WITH A BROOM.



**GRADING NOTES**

1. SHOW ALL EXISTING UTILITIES TO BE MAINTAINED UNLESS OTHERWISE SHOWN OTHERWISE ON THIS PLAN.
2. ALL EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE SHOWN OTHERWISE ON THIS PLAN.
3. ALL EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE SHOWN OTHERWISE ON THIS PLAN.
4. ALL EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE SHOWN OTHERWISE ON THIS PLAN.
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18. ALL EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE SHOWN OTHERWISE ON THIS PLAN.
19. ALL EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE SHOWN OTHERWISE ON THIS PLAN.
20. ALL EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE SHOWN OTHERWISE ON THIS PLAN.

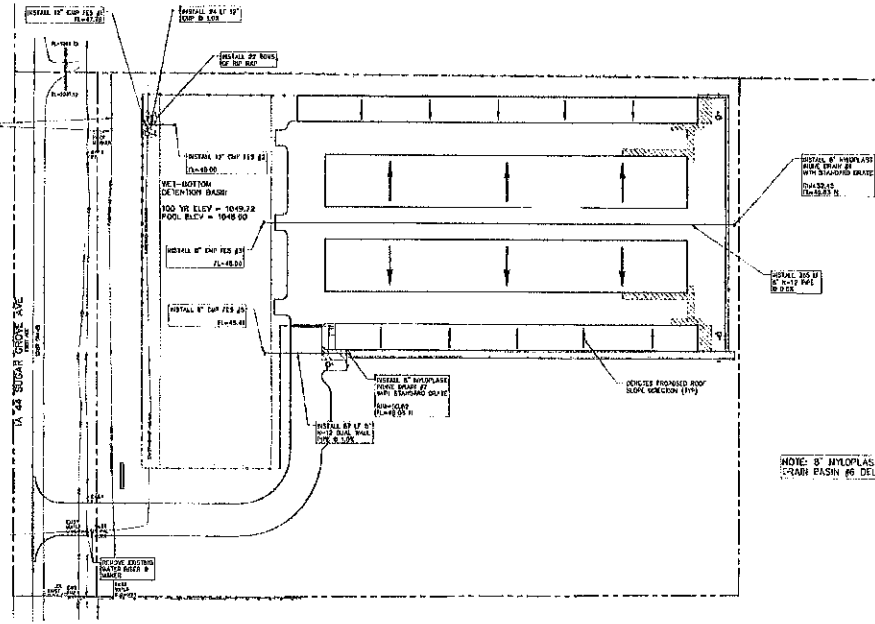


**DALLAS CENTER STORAGE - GRADING PLAN**

ERC  
 ENGINEERING & ARCHITECTURE  
 1000 WEST END AVENUE  
 SUITE 100  
 DALLAS, TEXAS 75201  
 PHONE: (214) 742-1111  
 FAX: (214) 742-1112  
 WWW.ERC-ARCH.COM

NOTE: THE LOCATION OF ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE LOCATION AND DEPTH OF ALL UTILITIES WILL BE VERIFIED BY THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE ANY CONSTRUCTION BEGINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES THAT MAY OCCUR DURING CONSTRUCTION.

REQUIRE TO BE OVER THE WATER WITH A MINIMUM 2" FLOOR INSULATION & 1/2" AIR GAP.



NOTE: 8\"/>



**DALLAS CENTER STORAGE - STORM WATER MANAGEMENT**

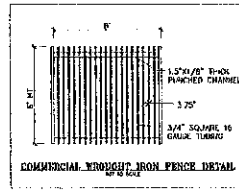
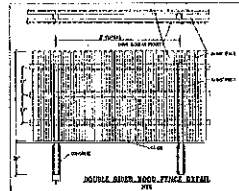
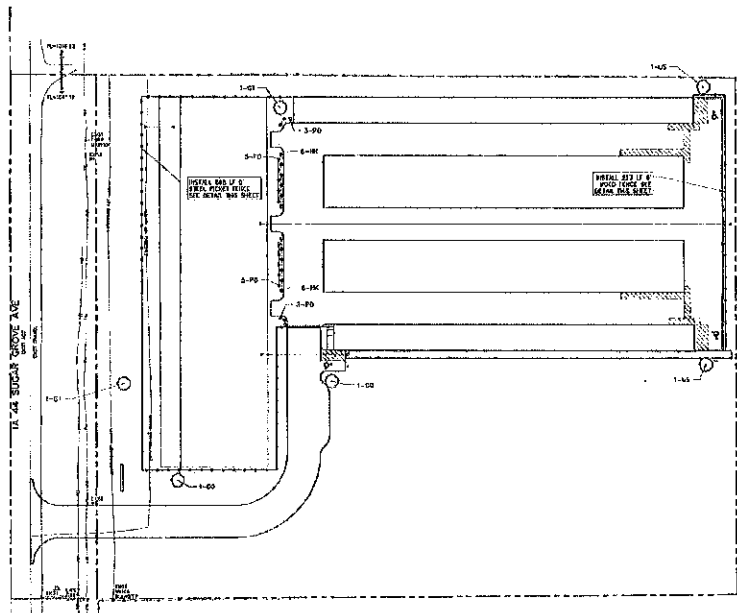
**ERC**

Engineering & Construction  
10000 North Central Expressway, Suite 1000  
Dallas, Texas 75243  
Phone: (214) 343-1234  
Fax: (214) 343-1235  
www.erc.com

PROJECT NO. 1000000000  
SHEET NO. 1000000000  
DATE: 10/10/2010  
SCALE: AS SHOWN

PROJECT NUMBER: 1000000000, SHEET NUMBER: 1000000000

NOTE: THE LOCATION OF ALL UTILITIES SHOWN ON THE PLANS ARE BASED ON RECORD DRAWINGS. THE CLIENT SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.



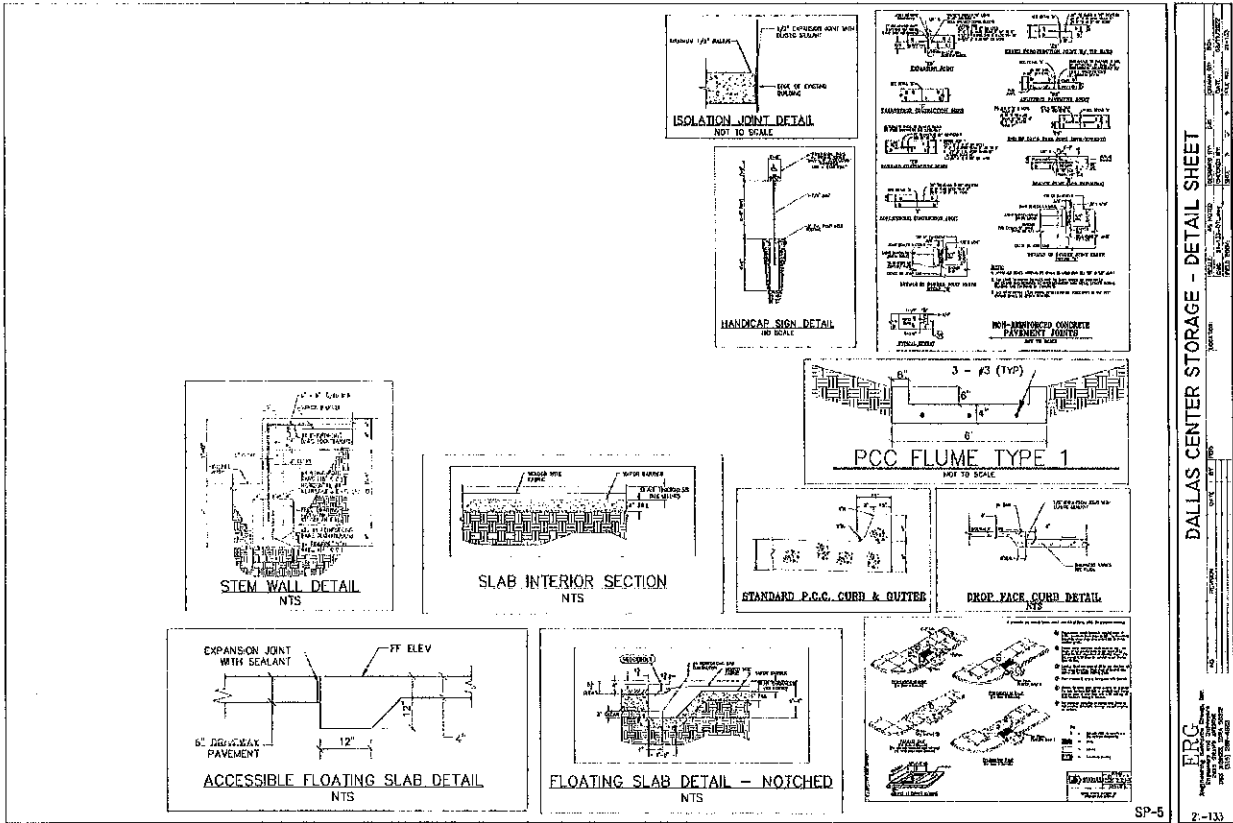
LANDSCAPE REVISIONS (A-11)  
 BLANK = 8' SHIMMER  
 SHIMMER = 20' SHIMMER

PLANT SCHEDULE:

Item	Quantity	Description
101	1	Concrete Retention Wall
102	1	Wood Deck
103	1	Wood Deck
104	1	Wood Deck
105	1	Wood Deck

ERG  
 21-133  
 DALLAS CENTER STORAGE - LANDSCAPING PLAN  
 PROJECT NO. 21-133  
 SHEET NO. 21-133-01  
 DATE: 10/15/2020  
 DRAWN BY: J. SMITH  
 CHECKED BY: M. JONES  
 APPROVED BY: K. BROWN  
 PROJECT LOCATION: 12345 DALLAS STREET, DALLAS, TX 75201  
 CLIENT: ABC COMPANY  
 ARCHITECT: DEF ARCHITECTS  
 LANDSCAPE ARCHITECT: GHI LANDSCAPE ARCHITECTS

PROJECT FILE: 4452500001.000.000.000.000.000.000



DALLAS CENTER STORAGE - DETAIL SHEET  
 PROJECT NO. 4452500001.000.000.000.000.000  
 SHEET NO. SP-5  
 DATE: 08/11/2011  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

SP-5

2-133



## RESOLUTION NO. 2022-92

### RESOLUTION CHANGING THE ADDRESS OF THE PROPERTY NOW KNOWN AS 27088 240<sup>TH</sup> STREET TO 406 SUGAR GROVE AVENUE, DALLAS CENTER, IOWA, EFFECTIVE JANUARY 1, 2023

**WHEREAS**, City staff has been working to standardize addresses along Sugar Grove Avenue (Highway 44/240<sup>th</sup> Street) in the eastern part of the City as more development occurs along Sugar Grove Avenue; and

**WHEREAS**, the current five-digit address on 240<sup>th</sup> Street was assigned to the property owned by Orley and Debra Brown before their property was annexed into the City of Dallas Center; and

**WHEREAS**, the address now assigned as 27088 240<sup>th</sup> Street should be changed to 406 Sugar Grove Avenue, effective January 1, 2023; and

**WHEREAS**, notification of this change should be given to the Browns, the United States Postal Service, and the offices of the Dallas County Auditor, Assessor, Sheriff, Treasurer, 911 and GIS.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the Orley and Debra Brown property address now known as 27088 240<sup>th</sup> Street, Dallas Center, Iowa, is changed to 406 Sugar Grove Avenue, Dallas Center, Iowa, effective January 1, 2023.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on the 11<sup>th</sup> day of October, 2022.

---

Daniel Beyer, Mayor

ATTEST:

---

Shellie Schaben, City Clerk

2022-93



### Rental Agreement

Date 10/10/22

Event Date 10/22-4/23  
Est. Delivery Date TBD

Est. Pickup Date 4/1/2023

#### Customer Information

Customer/Company Name Dallas Center  
Complete Address 1502 Walnut St.  
City State Zip Dallas Center, IA 50063  
Contact Name Mary Werch  
Phone 515.326.2344  
Email mlwerch@yahoo.com

#### Delivery Information

Event Name Winter Seasonal  
Complete Address Multiple Locations  
City State Zip Dallas Center, IA 50063  
Contact Name Mary Werch  
Phone 515.326.2344  
Email mlwerch@yahoo.com

UNIT TYPE	QTY	UNIT PRICE	TOTAL
Special Event Restrooms	3	\$100.00	\$300.00
Enviromental Fee	3	\$15.00	\$45.00
Fuel Surcharge	1	\$7.50	\$7.50
			\$0.00
<b>TOTAL</b>	<b>7</b>		<b>\$352.50</b>

The total is for delivery/removal and rental of the portable restroom(s). A non-refundable deposit of 50% of the total is required within 7 days to confirm the reservation. The balance due will be due 7 days prior to delivery. Payment of deposit constitutes acceptance of rental agreement.

If event is canceled over 7 days prior to event and event was paid in full, we will refund 50% of the fee. If event is canceled less than 7 days prior to event, there will be no refunds made. If event is scheduled and paid within 7 days of event, no refunds will be made. There are no exceptions to this policy.

Delivery Notes:

~~\$345.00~~  
**TAX RATE** 7.00%  
**TOTAL TAX** \$21.00  
**DELIVERY/SETUP** \$40.00  
**Total** ~~\$406.00~~

The price listed includes; delivery, collection, set-up and tear down fees. Sales Tax is included in this proposal. All restroom facilities MUST be placed on level ground (preferably concrete, cement, asphalt or gravel). If the facility is placed in either a sand, grass or dirt area, please be advised that due to a possible weather or ground condition, A King's Throne LLC, will not be held responsible if the ground is damaged. Tie-downs for the portable restroom(s) may also be required depending on what your location requires, customer is responsible for determining whether this service is needed. Tie-down installation and removal may also leave holes in the ground, A King's Throne LLC will not be held liable or responsible for these. Customer is responsible for securing any permits or licenses that are required for placement. Requirements vary between jurisdictions; we recommend you check with your local city and/or county for their requirements. Customer is liable for theft or damage to restrooms while in their possession.

Sales Rep: Rich Stricklett  
Signature: \_\_\_\_\_

Date: 10/10/22

P&Z Report – September 27, 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, September 27, 2022 at 6:30 P.M. at Memorial Hall. Commission members Abby Anderson, Perry Gruver, Lauri Hart, Linda Licht, Thomas Strutt and Matt Ostanik were present. Jim Pohl was absent. City Attorney Ralph Brown and City Engineer Bob Veenstra also were present and participated.

### **Public Communications**

Bob Haxton stated concerns about parkland in new developments.

### **The Neighborhood Plat 2 – Alternative Plan for Park Land Dedication**

K&A Investment previously submitted an alternative plan for park land dedication. The Commission reviewed their plan at our July meeting and recommended approval. City Council then approved it. K&A has now said they no longer wish to follow the previous plan, and they have submitted a new plan instead.

The primary difference is that the previous proposal was approved with expectation of payment at the time of approval, but the new plan proposes to spread payments out over many years and tie them to approval of the individual final plats within the larger development.

Commission members expressed concern about delaying the payments, potentially for years, but not updating the dollar value of the land. After discussion, Perry Gruver moved and Thomas Strutt seconded to defer consideration of this topic until our next meeting to give us time to research how other cities handle it. The motion to defer passed 6-0.

### **E-1 Setbacks**

The Commission continued discussion about front yard setbacks when using E-1 rural estate zoning for new single-family housing that is located directly on Highway 44 on the west side of town and for E-1 zoning adjacent to highways in general. This discussion is a continuation of previous discussion at our April 2022 meeting.

Perry Gruver showed sketches that he created to evaluate setbacks in our different zoning districts. Commission members asked Perry to also create a sketch for the E-1 district specifically. Thomas Strutt moved and Perry Gruver seconded to defer further action on this topic until our next meeting. The motion to defer passed 6-0.

Respectfully submitted,  
Matt Ostanik  
P&Z Commission Chair

## RESOLUTION NO. 2022-84

### A RESOLUTION APPROVING UPDATED COMPREHENSIVE PLAN (2022) FOR THE CITY OF DALLAS CENTER, IOWA.

**WHEREAS**, the Dallas Center City Council charged the Planning and Zoning Commission with the responsibility of reviewing and submitting to the City Council an updated and revised Comprehensive Plan for the City of Dallas Center, Iowa; and

**WHEREAS**, at its meeting on August 23, 2022, after several months of study and review, the Planning and Zoning Commission unanimously submitted an updated Comprehensive Plan (2022) prepared by Veenstra & Kimm, Inc., and recommended its approval by the City Council; and

**WHEREAS**, the City Council held a public hearing, after notice published in the Dallas County News on September 29, 2022, at its regular City Council meeting on October 11, 2022; and

**WHEREAS**, the City Council desires to approve and implement the updated Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the 2022 Comprehensive Plan for the City of Dallas Center, Iowa, together with the following attachments:

- Figure 1 - General Location Map
- Figure 2 - Planning Boundary
- Figure 3 - Topographical Map
- Figure 4 - Urban Renewal Area
- Figure 5 - Zoning Map
- Figure 6 - Community Facilities
- Figure 7 - Parks and Park Proximity
- Figure 8 - Existing Sanitary Sewer System
- Figure 9 - Future Sewer System Area
- Figure 10 - Existing Water Main System
- Figure 11 - Xenia Service Areas
- Figure 12 - Future Land Use Map

is hereby approved and implemented.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on the 11<sup>th</sup> day of October, 2022.

---

Daniel Beyer, Mayor

ATTEST:

---

Shellie Schaben, City Clerk

## RESOLUTION NO. 2022-85

### A RESOLUTION DISPOSING OF AND SELLING A PARCEL OF REAL ESTATE NOW BELONGING TO THE CITY OF DALLAS CENTER, IOWA (Retired Well Site No. 8).

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

**WHEREAS**, the City of Dallas Center owns the following described real estate:

A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) of Section 31, Township 80 North, Range 27 West of the 5<sup>th</sup> P.M., Dallas County, Iowa.

Said parcel being more particularly described as follows:

Commencing as a point of reference at the center of said Section 31; thence North  $00^{\circ}40'35''$  West (assumed bearing for purposes of this description only), a distance of six hundred ninety-five and seventy-six hundredths (695.76) feet, on the East line of said Northwest Quarter (NW  $\frac{1}{4}$ ) to a point on the South right-of-way line of the county road designated as 230<sup>th</sup> Street, as it is now established, said point being on a curve concave Northerly; thence Northwesterly nine and ninety-three hundredths (9.93) feet on said curve having a radius of one hundred seventy-three (173.00) feet and a chord bearing North  $73^{\circ}17'55''$  West, a distance of nine and ninety-three hundredths (9.93) feet on said 230<sup>th</sup> Street right-of-way; thence North  $71^{\circ}39'13''$  West, a distance of one hundred and fifty hundredths (100.50) feet to a point of curvature on said 230<sup>th</sup> Street right-of-way; thence Northwesterly one hundred and twenty hundredths (100.20) feet on a curve concave to the South with a radius of two hundred seven and fifty hundredths (207.50) feet and a chord bearing North  $85^{\circ}29'13''$  West, a distance of ninety-nine and twenty-three hundredths (99.23) feet on said 230<sup>th</sup> Street right-of-way; thence South  $80^{\circ}40'47''$  West, a distance of three hundred seventy-nine and one hundredth (379.01) feet

on said 230<sup>th</sup> Street right-of-way to the point of beginning; thence South 09°19'13" East, a distance of one hundred (100.00) feet; thence South 80°40'47" West, a distance of one hundred (100.00) feet; thence North 09°19'13" West, a distance of one hundred (100.00) feet, to a point on the South right-of-way of the county road designated as 230<sup>th</sup> Street; thence North 80°40'47" East, a distance of one hundred (100.00) feet, on said South right-of-way to the point of beginning. Containing 10,000 square feet, more or less,

; and

**WHEREAS**, the City Council by the adoption of Resolution No. 2022-80 on September 13, 2022, proposed the sale of said real estate, and after published notice (See Proof of Publication attached as Exhibit "A"), considered the proposal at a Public Hearing on October 11, 2022; and

**WHEREAS**, following the Public Hearing the Council determined that the parcel of real estate should be sold to Derek Stodden and Melody Stodden for the sum of \$3,360.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the City of Dallas Center, Iowa, sell and convey the aforescribed real estate to Derek Stodden and Melody Stodden and that the Deed of Conveyance from the City of Dallas Center shall be by Warranty Deed in consideration of the sum of \$3,360, and that said Deed should release the restrictive easements in favor of the City upon the adjacent real estate owned by the Stoddens.

**IT IS FURTHER RESOLVED** that the Deed shall recite that the parcel being sold by the City be tied to the real estate owned by the Stoddens (Parcel C of Plat of Survey recorded in Book 2000 at Page 951 in the office of the Dallas County Recorder) and that the parcel cannot be conveyed independently of such adjacent real estate.

**IT IS FURTHER RESOLVED** that the Mayor and Clerk are authorized to deliver said Warranty Deed to Derek Stodden and Melody Stodden upon receipt of the sum of \$3,680 in payment for the purchase of the above-described parcel of real estate.



**IT IS FURTHER RESOLVED** that the Clerk is authorized and directed to pay such costs of this sale as may be incurred by the City.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 11<sup>th</sup> day of October, 2022.

---

Daniel Beyer, Mayor

ATTEST:

---

Shellie Schaben, City Clerk

Rec'd 10-3-22

Proof Of Publication In  
DALLAS COUNTY NEWS

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

STATE OF WISCONSIN, BROWN COUNTY

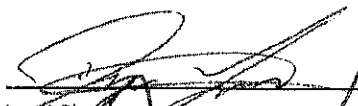
I, Ryan Speller, on oath depose and say that I am the Legal Clerk of DALLAS COUNTY NEWS, a weekly newspaper, published at ; Adel, Dallas County, Iowa that the annexed printed:


CITY OF DALLAS CENTER  
Sale of Property PH - Well Site No 8

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

September 29, 2022

the last day of said publication being the  
29th day of September, 2022

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary Public, State of Wisconsin, County of Brown

6/30/2022  
\_\_\_\_\_  
My commission expires

sworn to before me and subscribed in my presence by this the  
29th day of September, 2022

FEE: \$73.08  
AD #: 0001464771  
ACCT: 29479

AMY KOKOTT  
Notary Public  
State of Wisconsin

#1464771  
NOTICE OF PUBLIC HEARING  
BEFORE  
DALLAS CENTER CITY COUNCIL ON  
THE PROPOSED  
SALE OF PROPERTY  
FORMERLY KNOWN AS  
WELL SITE NO. 8

The Dallas Center City Council will hold a public hearing at 7:00 p.m. on Tuesday, October 11, 2022, in the Council Chambers in Memorial Hall (above City Hall) at 1502 Walnut Street, Dallas Center, Iowa, pursuant to Resolution 2022-00 adopted by the Council on September 13, 2022, to consider the following proposal:

That the City acquired ownership of the following described real estate:

A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section 31, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa.

Said parcel being more particularly described as follows:

Commencing as a point of reference at the center of said Section 31; thence North 80°40'15" West (assumed bearing for purposes of this description only), a distance of six hundred ninety-five and seventy-six hundredths (695.76) feet, on the East line of said Northwest Quarter (NW ¼) to a point on the South right-of-way line of the county road designated as 230th Street, as it is now established, said point being on a curve concave Northerly; thence Northerly nine and ninety-three hundredths (9.93) feet on said curve having a radius of one hundred seventy-three (173.00) feet and a chord bearing North 73°17'55" West, a distance of nine and ninety-three hundredths (9.93) feet on said 230th Street right-of-way; thence North 71°39'13" West, a distance of one hundred and fifty hundredths (100.00) feet to a point of curvature on said 230th Street right-of-way; thence Northerly one hundred and twenty hundredths (100.20) feet on a curve concave to the South with a radius of two hundred seven and fifty hundredths (207.50) feet and a chord bearing North 85°29'13" West, a distance of ninety-nine and twenty-three hundredths (99.23) feet on said 230th Street right-of-way; thence South 80°40'47" West, a distance of three hundred seventy-nine and one hundredth (379.01) feet on said 230th Street right-of-way to the point of beginning; thence South 09°19'13" East, a distance of one hundred (100.00) feet; thence South 80°40'47" West, a distance of one hundred (100.00) feet; thence North 09°19'13" West, a distance of one hundred (100.00) feet, to a point on the South right-of-way of the county road designated as 230th Street; thence North 80°40'47" East, a distance of one hundred (100.00) feet, on said South right-of-way to the point of beginning. Containing 10,000 square feet, more or less, by Court Officer Deed filed in the Office of the Dallas County Recorder on November 13, 1995, in Book 788 at Pages 698-701, which property was acquired by the City for the pur-

pose of constructing Well Site No. 8; and

That Well Site No. 8 now has been retired, closed and plugged and no longer is needed for well purposes or any other purposes by the City of Dallas Center; and

That it would be in the best interest of the City of Dallas Center, to sell the above-described parcel of real estate to the owners of the adjacent property, Derek Stodden and Melody Stodden, husband and wife, for \$10,000 an acre, or the sum of \$3,680.00, and to set a public hearing thereon; and

That in conjunction with such sale it would be in the best interest of the City to release the restrictive easements upon the adjacent real estate owned by the Stoddens, and to require that the parcel be tied to the real estate owned by the Stoddens (Parcel C of Plat of Survey recorded in Book 2000 at Page 951) and that it cannot be conveyed independently of such adjacent real estate.

Any person may attend the public hearing and express their opinions on the proposed granting of a perpetual easement, all as described above.

Shellic Schaben  
Dallas Center City Clerk

Published in the Dallas County News on September 29, 2022 (1T)

PREPARED BY

& RETURN TO: Ralph R. Brown, 502 15th St., Box 250, Dallas Center, IA 50063, (515) 992-3728

Address Tax Statement: Derek Stodden and Melody Stodden, 22444 230<sup>th</sup> Street, Dallas Center, Iowa 50063

## WARRANTY DEED

**KNOW ALL PERSONS BY THESE PRESENTS:** That **THE CITY OF DALLAS CENTER**, a municipal corporation situated in Dallas County, Iowa, in consideration of the sum of three thousand six hundred and eighty dollars (\$3,680.00) does hereby convey unto **DEREK STODDEN AND MELODY STODDEN**, husband and wife, as Joint Tenants with Full Rights of Survivorship and Not as Tenants in Common, the following described real estate situated in Dallas County, Iowa, to-wit:

A parcel of land located in the Southeast Quarter of the Northwest Quarter (SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) of Section 31, Township 80 North, Range 27 West of the 5<sup>th</sup> P.M., Dallas County, Iowa.

Said parcel being more particularly described as follows:

Commencing as a point of reference at the center of said Section 31; thence North 00°40'35" West (assumed bearing for purposes of this description only), a distance of six hundred ninety-five and seventy-six hundredths (695.76) feet, on the East line of said Northwest Quarter (NW  $\frac{1}{4}$ ) to a point on the South right-of-way line of the county road designated as 230<sup>th</sup> Street, as it is now established, said point being on a curve concave Northerly; thence Northwesterly nine and ninety-three hundredths (9.93) feet on said curve having a radius of one hundred seventy-three (173.00) feet and a chord bearing North 73°17'55" West, a distance of nine and ninety-three

hundredths (9.93) feet on said 230<sup>th</sup> Street right-of-way; thence North 71°39'13" West, a distance of one hundred and fifty hundredths (100.50) feet to a point of curvature on said 230<sup>th</sup> Street right-of-way; thence Northwesterly one hundred and twenty hundredths (100.20) feet on a curve concave to the South with a radius of two hundred seven and fifty hundredths (207.50) feet and a chord bearing North 85°29'13" West, a distance of ninety-nine and twenty-three hundredths (99.23) feet on said 230<sup>th</sup> Street right-of-way; thence South 80°40'47" West, a distance of three hundred seventy-nine and one hundredth (379.01) feet on said 230<sup>th</sup> Street right-of-way to the point of beginning; thence South 09°19'13" East, a distance of one hundred (100.00) feet; thence South 80°40'47" West, a distance of one hundred (100.00) feet; thence North 09°19'13" West, a distance of one hundred (100.00) feet, to a point on the South right-of-way of the county road designated as 230<sup>th</sup> Street; thence North 80°40'47" East, a distance of one hundred (100.00) feet, on said South right-of-way to the point of beginning. Containing 10,000 square feet, more or less.

Grantor hereby relinquishes and releases the restrictive easements in its favor upon the adjacent property owned by the grantees set forth in the Court Officer Deed to the grantor filed in the office of the Dallas County Recorder on November 13, 1995, in Book 798 at Pages 698-701.

The parcel conveyed by this Warranty Deed is tied to the adjacent real estate owned by the grantees (Parcel C of Plat of Survey recorded in the office of the Dallas County Recorder in Book 2000 at Page 951) and this parcel cannot be conveyed independently of such adjacent real estate.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

This Warranty Deed, in which a governmental subdivision of the State of Iowa is the grantor, is exempt from the transfer tax. Iowa Code § 428A.2(6).

Grantor does hereby covenant with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

Dated the 11<sup>TH</sup> day of October, 2022.


CITY OF DALLAS CENTER

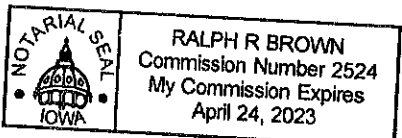
By \_\_\_\_\_  
Daniel Beyer, Mayor

By \_\_\_\_\_  
Shellie Schaben, Clerk  
P.O. Box 396  
Dallas Center, Iowa 50063

STATE OF IOWA :  
                  : ss.  
COUNTY OF DALLAS :

On this 11<sup>th</sup> day of October, 2022, before me, Ralph R. Brown, a Notary Public in and for the State of Iowa, personally appeared Daniel Beyer and Shellie Schaben, to me personally known, 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 instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation, by authority of its City Council, as contained in Resolution No. 2022-85 passed by the City Council on the 11<sup>th</sup> day of October, 2022 and Daniel Beyer and Shellie Schaben 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 said State



## RESOLUTION NO. 2022-86

### **A RESOLUTION GRANTING A PERMANENT EASEMENT TO SPURGEON MANOR, INC. FOR THE INSTALLATION OF A MONUMENT SIGN IN THE PUBLIC RIGHT-OF-WAY ON 13<sup>TH</sup> STREET IN DALLAS CENTER**

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

**WHEREAS**, the City of Dallas Center owns the street right-of-way of 13<sup>th</sup> Street (R Avenue) adjacent to Spurgeon Manor, Inc. with an address of 1204 Linden Street; and

**WHEREAS**, the City Council by the adoption of Resolution No. 2022-81 on September 13, 2022, proposed the granting of a permanent easement to Spurgeon Manor, Inc. in said right-of-way, which easement is over a portion of the real estate owned by the City for the construction of a monument sign constructed on an eight foot eight inch concrete base which will be placed two feet six inches west of the Spurgeon Manor, Inc. property line and three feet two inches north of the Spurgeon Manor south entrance to the townhome complex, as shown by the attached drawing; and

**WHEREAS**, after published notice (See Proof of Publication attached as Exhibit "A"), the Council considered the proposal at a Public Hearing on October 11, 2022; and

**WHEREAS**, following the Public Hearing the Council determined that the permanent easement should be granted to Spurgeon Manor, Inc. for the sum of \$10.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the City of Dallas Center, Iowa, grant the aforescribed easement to Spurgeon Manor, Inc. in consideration of the sum of \$10 in the form of an Easement Agreement.

**IT IS FURTHER RESOLVED** that the Mayor and Clerk are authorized to deliver said Easement Agreement to Spurgeon Manor upon receipt of the sum of \$10 in payment for the granted easement rights.

**IT IS FURTHER RESOLVED** that the Clerk is authorized and directed to pay such costs of this easement as may be incurred by the City.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 11<sup>th</sup> day of October, 2022.

---

Daniel Beyer, Mayor

ATTEST:

---

Shellie Schaben, City Clerk

Rec'd 10 3 22

Proof Of Publication In  
DALLAS COUNTY NEWS

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

STATE OF WISCONSIN, BROWN COUNTY

I, Ryan Speller, 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  
Spurgen Manor PH Notice

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

September 29, 2022

the last day of said publication being the 29th day of September, 2022

#1464770  
NOTICE OF PUBLIC HEARING  
BEFORE  
DALLAS CENTER CITY COUNCIL ON  
THE PROPOSED GRANTING  
OF A PERPETUAL EASEMENT  
TO SPURGEON MANOR, INC.

The Dallas Center City Council will hold a public hearing at 7:00 p.m. on Tuesday, October 11, 2022, in the Council Chambers in Memorial Hall (above City Hall) at 1502 Walnut Street, Dallas Center, Iowa, pursuant to Resolution 2022-61 adopted by the Council on September 13, 2022, to consider the following proposal:

That the City Council of the City of Dallas Center, Iowa, proposes to grant to Spurgeon Manor, Inc., a perpetual easement over a portion of the real estate owned by the City in the right-of-way of 13th Street south of Linden Street and north of the south entrance from 13th to the Spurgeon Manor townhome complex for the construction of a monument sign constructed on an eight foot eight inch concrete base which will be placed two feet six inches west of the Spurgeon Manor, Inc. property line and three feet two inches north of the Spurgeon Manor entrance to the townhome complex, for the sum of ten dollars (\$10.00) for said perpetual easement.

Any person may attend the public hearing and express their opinions on the proposed granting of a perpetual easement, all as described above.

Shellie Schaben  
Dallas Center City Clerk

Published In the Dallas County News on September 29, 2022 (1T)

[Signature]  
Legal Clerk

[Signature]  
Notary Public, State of Wisconsin, County of Brown

6/30/2025  
My commission expires

sworn to before me and subscribed in my presence by this the 29th day of September, 2022

FEE: \$27.84  
AD #: 0001464770  
ACCT: 29479

AMY KOKOTT  
Notary Public  
State of Wisconsin



**AGREEMENT CREATING ENCROACHMENT  
EASEMENT INTO THE 13<sup>TH</sup> STREET RIGHT-OF-WAY  
IN DALLAS CENTER, IOWA**

**THIS AGREEMENT** is made and entered into effective on the 11<sup>th</sup> day of October, 2022, by and between **THE CITY OF DALLAS CENTER**, a municipal corporation located in Dallas County, Iowa (hereinafter referred to as "**CITY**"), and **SPURGEON MANOR, INC.**, an Iowa Corporation, (hereinafter referred to as ("**Spurgeon Manor**") having an address of 1204 Linden Street, Dallas Center, Iowa.

**WHEREAS**, the City owns the right-of-way of 13<sup>th</sup> Street (R Avenue) south of Linden Street and north of the south entrance from 13<sup>th</sup> Street to the Spurgeon Manor townhome complex; and

**WHEREAS**, the parties to this Agreement desire to create a perpetual easement to Spurgeon Manor, Inc. in said right-of-way, which easement is over a portion of the real estate owned by the City for the construction of a monument sign constructed on an eight foot eight inch concrete base which will be placed two feet six inches west of the Spurgeon Manor, Inc. property line and three feet two inches north of the Spurgeon Manor south entrance to the townhome complex, as shown by the attached drawing.

**NOW, THEREFORE IN CONSIDERATION** of these premises and the covenants contained herein, the parties hereby **AGREE AS FOLLOWS**:

1. An easement in favor of the adjacent real estate owned by Spurgeon Manor (and described above) is created on and over the right-of-way owned by the CITY (and described above), which easement is created and given for the sole purpose of the construction of a monument sign constructed on an eight foot eight inch concrete base which will be placed two feet six inches west

of the Spurgeon Manor, Inc. property line and three feet two inches north of the Spurgeon Manor south entrance to the townhown complex, as shown by the attached drawing.

2. Spurgeon Manor, its heirs, assigns, or successors, shall hold the CITY, its assigns, or successors, harmless from any claim of damages to persons or premises resulting from the use, occupancy, and possession of the easement.

3. Except as herein granted, the CITY shall continue to have the full use and enjoyment of its real estate.

4. This encroachment easement is subject to the retention by the CITY of all existing easements for utilities and services, including the right to maintain, repair, and reconstruct said utilities and services. Spurgeon Manor and its heirs, assigns, or successors shall not place any additional structure other than the monument sign within the easement described herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement at Dallas Center, Iowa, on the day and year first above written.

**THE CITY OF DALLAS CENTER**

**SPURGEON MANOR, INC.**

\_\_\_\_\_  
Daniel Beyer, Mayor

By \_\_\_\_\_  
Daniel R. Heefner  
Chair of Board of Directors

\_\_\_\_\_  
Shellie Schaben, City Clerk

STATE OF IOWA :  
:ss.  
COUNTY OF DALLAS :

On this 11<sup>th</sup> day of October, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel Beyer and Shellie Schaben, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa; that the seal affixed to the foregoing 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. 2022-86 adopted on the 11<sup>th</sup> day of October, 2022 and that Daniel Beyer and Shellie Schaben acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntary executed.

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

STATE OF IOWA :  
: ss.  
COUNTY OF DALLAS :

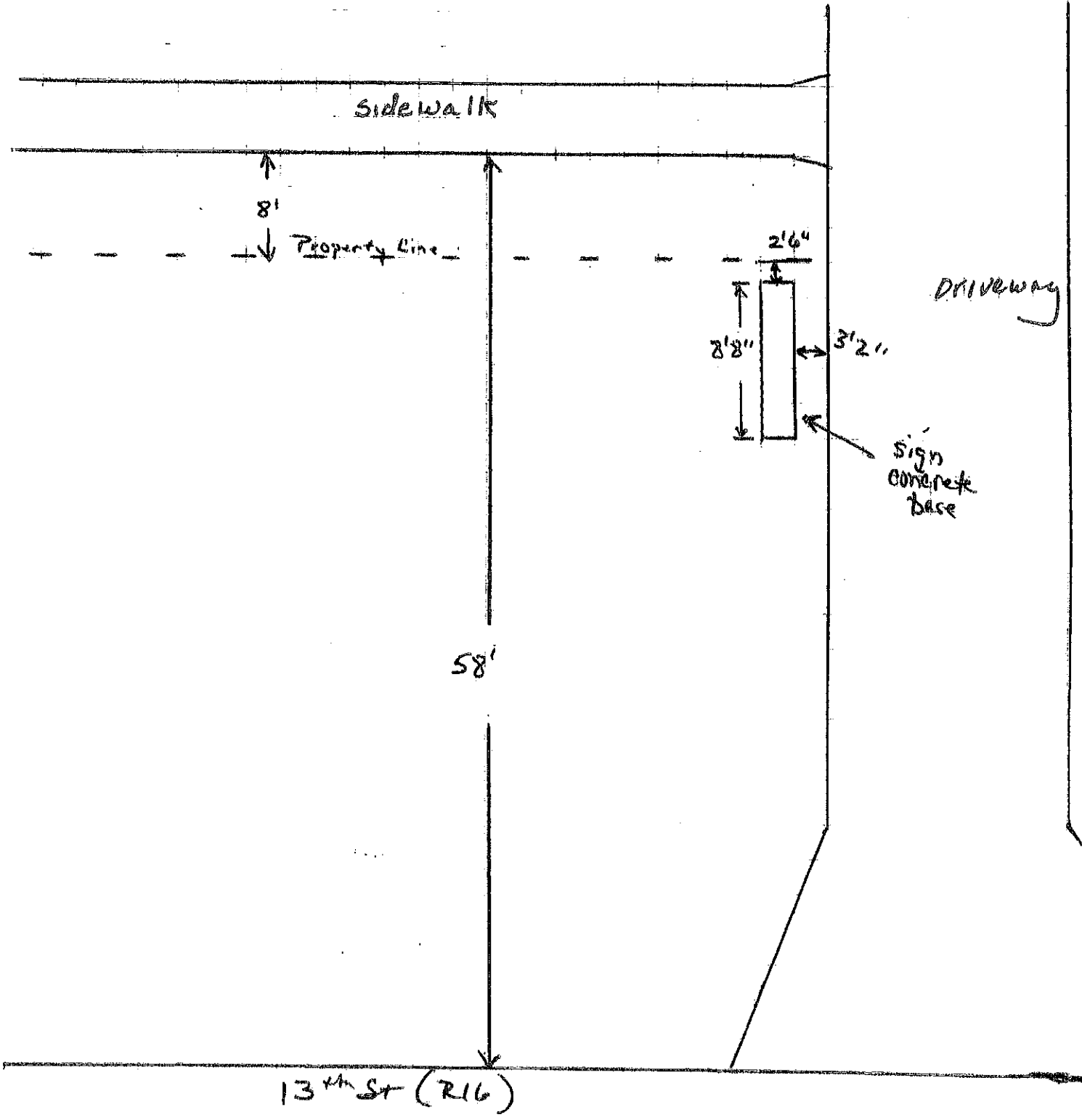
On this \_\_\_\_\_ day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel R. Heefner, to me personally known to be the identical person named in and who executed the within and foregoing instrument as Chair of the Board of Directors of Spurgeon Manor, Inc., and acknowledged that he executed the same as his and its voluntary act and deed.

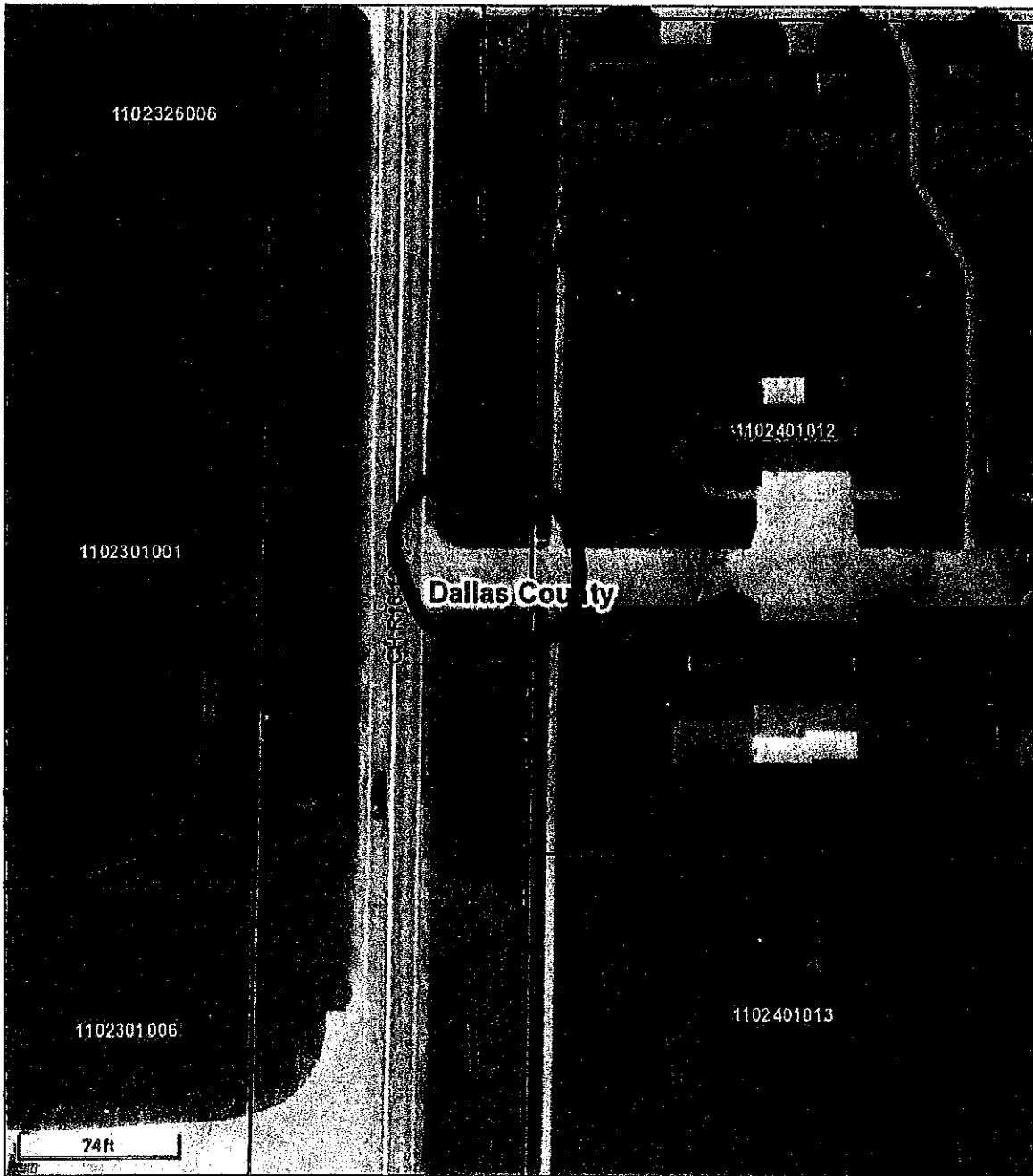
\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
in and for the State of Iowa

PROJECT Spurgeon Manor

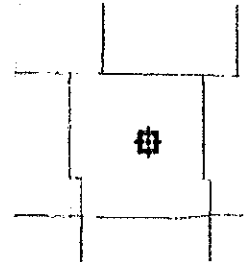
DATE \_\_\_\_\_

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**Overview**



**Legend**

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

Date created: 9/2/2022  
Last Data Uploaded: 9/1/2022 11:33:22 PM

Developed by  **Schneider**  
GEO SPATIAL

ACCUJET LLC  
 913 Evelyn St  
 Perry, IA 50220  
 +1 5153608582  
 kyle@accujetiowa.com  
 http://www.accujetiowa.com

# ACCU JET SEWER AND DRAIN CLEANING

**ADDRESS**  
 City of Dallas Center  
 P.O. Box 396  
 1502 Walnut Street  
 Dallas Center, IA 50063

**Estimate 2287**

**DATE 09/08/2022**

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>bld</b> Estimate for lining and clean and televise in the City of Dallas Center, IA. If material prices go up more than 5% the difference will be adjusted, prices also apply to 8" liner.	0	0.00	0.00
	<b>8" x 4.5mm Liner</b> 8" sanitary sewer lining. Price is for partially deteriorated pipes. should we find a fully deteriorated pipe there will be a \$1.50/ft up charge on that section of pipe	4,618	33.00	152,394.00
	<b>Existing Municipal Clean &amp; Televise / foot</b> Current clean and TV pricing per/ft with a 2500' min.	1	1.95	1.95

**Scope of Work:**

Accujet will provide the labor and materials necessary to perform the work outlined in this contract. No work shall be done, except as specified or subsequently agreed to in writing. The scope of work recommended is based upon observations during our inspection and/or information shared by the customer contact. Any problems or failures in, or from un-serviced areas are not covered by this contract or warranty. We reserve the right to make modifications as necessary in our work or materials used. Any methods, materials or procedures discussed by our specialists are for general use only and individual circumstances may require modification during the installation process. Standard cleaning & televising includes two passes of jetter cleaning with one full camera inspection. Any cleaning or repairs needed beyond the standard cleaning & televising will be at an additional cost.

**TOTAL \$152,395.95**

Accepted By

Accepted Date

**Disclaimer:**

Although best inspection practices are used to address all potential issues, some unforeseen issues may be exposed. At this time work will not resume until a work/change order for additional costs is signed. Issues may include but are not limited to: Heavy root infiltration, collapsed pipe, misaligned pipe, massive defects, and protruding taps.



**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

October 7, 2022

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

DALLAS CENTER, IOWA  
HIGHWAY 44 DISTRIBUTION MAIN REPLACEMENT – PHASE 1  
RECEIPT OF BIDS  
RECOMMENDATION TO AWARD CONTRACT

The City of Dallas Center received bids until 2:00 P.M. on October 6, 2022 for the Highway 44 Distribution Main Replacement – Phase 1 project. The City of Dallas Center received a total of 10 bids for the project.

For bidding purposes the project was divided into a Priority 1 and Priority 2. Priority 1 is the longer easterly area of the project where the City has experienced water main breaks. Priority 2 is the smaller westerly area where the City has experienced water main breaks.

The project was divided into two priorities to provide the City Council flexibility in the award of contract in the event that bid prices were too high to award the contract for the entire project. Through much of 2022, projects such as the Highway 44 Distribution Main Replacement project were receiving a small number of bids and prices were significantly higher than experienced prior to 2022.

Under the contract documents the City Council would have the discretion to award contract for only Priority 1 or for both Priority 1 and Priority 2. It appeared almost certain the bid price for Priority 1 would be lower than the available funding. The smaller Priority 2 area would be the area the City Council would have the discretion not to award contract while still awarding contract for Priority 1.

A summary of the bids received is as follows:

<u>Contractor</u>	<u>Priority 1</u>	<u>Priority 2</u>	<u>Total</u>
Max Smith Construction, LLC	\$241,025.40	\$95,597.40	\$336,622.80
GM Contracting, Inc.	\$245,222.63	\$100,211.39	\$345,434.02
Busy Bee Construction, LLC	\$285,957.44	\$122,539.21	\$408,496.65
J&K Contracting, LLC	\$309,660.00	\$106,340.00	\$416,000.00
Thorpe Contracting, LLC	\$315,540.00	\$123,530.00	\$439,070.00
Lawson Construction, LLC	\$325,927.00	\$127,642.00	\$453,569.00
Keller Excavating, Inc.	\$334,150.00	\$123,160.00	\$457,310.00
On Track Construction, LLC	\$327,580.00	\$131,955.00	\$459,535.00
Vanderpool Construction, Inc.	\$403,610.00	\$156,210.00	\$559,820.00
Synergy Contracting, LLC	\$494,897.00	\$182,525.00	\$677,422.00

The low bid for both Priority 1 and the combined Priority 1 and Priority 2 was received from Max Smith Construction, LLC of Creston, Iowa with its bid for Priority 1 of \$241,025.50 and its total bid for Priority 1 and Priority 2 of \$336,622.80.

The engineers estimate of cost for construction of the project is:

<u>Priority 1</u>	<u>Priority 2</u>	<u>Total</u>
\$302,950.00	\$115,490.00	\$418,440.00

The low bid by Max Smith Construction, LLC of \$336,622.80 was 20.55% below the engineers estimate of cost.

The available funding for construction of the project is approximately \$375,000. The low bid by Max Smith Construction, LLC for the entire project is less than the available funding resources. Based on the available funding resources, the City would be able to construct both the Priority 1 and Priority 2 areas.

The receipt of 10 bids on the project is a much higher number of bids than has been typical for projects bid in 2022. The larger number of bids is the combination of several factors. First, many contractors have reduced their backlog due to the very favorable weather conditions in 2022. Second, the City provided a lengthy construction schedule that allowed contractors to work the project into their existing schedule. Although it would be preferable from the City's perspective for the project to be constructed immediately, providing a longer period of time to complete the project generally attracts a larger number of contractors interested in the project. Third, contractors are beginning to perceive the volume of work in 2023 may be less than the volume of work in 2022. The perception of a reduced volume of work available generally results in more bidders and more favorable pricing.



Cindy Riesselman  
October 7, 2022  
Page 3

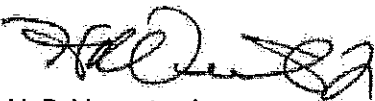
Max Smith Construction, LLC is based in Creston, Iowa. Sean Smith who currently operates Max Smith Construction, LLC lives in the Adel area. Although Max Smith Construction, LLC has historically undertaken projects in the southwest Iowa area they now appear to have a greater interest in projects closer to Dallas Center.

Veenstra & Kimm, Inc. has worked on projects constructed by Max Smith Construction, LLC. Although those projects were several years ago, Veenstra & Kimm, Inc.'s experience with Max Smith Construction, LLC was favorable. Max Smith Construction, LLC would appear to have the resources and capability of constructing the water main project.

If the City Council elects to move forward with the Highway 44 Distribution Main Replacement – Phase 1 project, it is recommended contract be awarded to Max Smith Construction, LLC based on the total project, including Priority 1 and Priority 2, based on a contract bid amount of \$336,622.80.

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.


HRVJr:paj  
212177  
Enclosure

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

**BID TABULATION  
HIGHWAY 44 DISTRIBUTION MAIN REPLACEMENT - PHASE 1  
DALLAS CENTER IDWA**

1. Construct Highway 44 Distribution Main Replacement - Phase 1 (Priority 1)			Max Smith Construction, LLC 1681 E Adams Street Creston, IA 50801		GM Contracting, Inc. 10810 318th Avenue Lima, CO 81055		Dow Bee Construction, LLC 15591 State Hwy 6 Lebanon, MO 64562		J&K Contracting, LLC 10700 Justin Drive Winterville, IA 50324		Thorp Contracting, LLC PO Box 210 Achel, IA 50803		Lawson Construction LLC 29613 State Highway 31 Kennebec, MO 63501		Rafter Excavating, Inc. 1133 155th Street Reno, IA 50226		On Track Construction, LLC 1433 West F Avenue Meyers, IA 50501		Vendepool Construction, Inc. 1100 N. 14th Street Indianola, IA 50248		Synagra Contracting, LLC 7481 US 69 Des Moines, IA 50319				
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
1.1	1" Water Main Open Cut	LF	350	35.13	12,305.50	35.97	12,639.75	35.76	12,570.60	37.00	12,975.00	35.00	12,275.00	35.00	12,275.00	37.00	12,975.00	35.00	12,275.00	35.00	12,275.00	35.00	12,275.00	37.00	12,975.00
1.2	6" Water Main Directionally Bored	LF	1,650	84.00	138,600.00	89.86	148,179.00	81.31	134,661.00	87.00	143,550.00	83.00	136,950.00	84.00	138,600.00	87.00	143,550.00	80.00	132,000.00	80.00	132,000.00	80.00	132,000.00	87.00	143,550.00
1.3	6" Gate Valve	EA	6	3,897.20	23,383.20	3,719.31	22,315.86	3,243.33	19,460.00	3,100.00	18,600.00	3,000.00	18,000.00	3,443.00	20,658.00	3,700.00	22,200.00	3,950.00	23,700.00	3,500.00	21,000.00	3,500.00	21,000.00	3,700.00	22,200.00
1.4	Manhole Assembly	EA	1	7,000.00	7,000.00	10,174.58	10,174.58	5,794.36	5,794.36	7,000.00	7,000.00	6,500.00	6,500.00	6,811.00	6,811.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
1.5	Connections to Existing System - Type 1	EA	1	7,128.50	7,128.50	5,514.21	5,514.21	6,135.40	6,135.40	6,115.49	6,115.49	6,000.00	6,000.00	6,425.00	6,425.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
1.6	Connections to Existing System - Type 2	EA	1	7,128.50	7,128.50	6,430.41	6,430.41	6,135.40	6,135.40	5,000.00	5,000.00	5,000.00	5,000.00	6,425.00	6,425.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
1.7	Service Transversers - 1.5" and Smaller	EA	7	1,024.50	7,171.50	2,538.41	17,768.87	1,701.30	11,909.10	2,000.00	14,000.00	2,000.00	14,000.00	3,500.00	24,500.00	3,500.00	12,250.00	3,500.00	12,250.00	3,500.00	12,250.00	3,500.00	12,250.00	3,500.00	12,250.00
1.8	Spacing	AGRE	4	500.00	2,000.00	2,334.74	9,338.96	2,000.00	8,000.00	2,000.00	8,000.00	2,000.00	8,000.00	2,000.00	8,000.00	2,000.00	8,000.00	2,000.00	8,000.00	2,000.00	8,000.00	2,000.00	8,000.00	2,000.00	8,000.00
1.9	Retina Control	EA	1	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
1.10	Traffic Control	EA	1	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
<b>SUBTOTAL BID - PRIORITY 1</b>					<b>\$241,025.40</b>		<b>\$245,221.63</b>		<b>\$235,357.44</b>		<b>\$238,664.00</b>		<b>\$215,540.00</b>		<b>\$225,927.00</b>		<b>\$234,450.00</b>		<b>\$227,580.00</b>		<b>\$243,410.00</b>		<b>\$241,887.00</b>		
2. Construct Highway 44 Distribution Main Replacement - Phase 2 (Priority 2)			Max Smith Construction, LLC 1681 E Adams Street Creston, IA 50801		GM Contracting, Inc. 10810 318th Avenue Lima, CO 81055		Dow Bee Construction, LLC 15591 State Hwy 6 Lebanon, MO 64562		J&K Contracting, LLC 10700 Justin Drive Winterville, IA 50324		Thorp Contracting, LLC PO Box 210 Achel, IA 50803		Lawson Construction LLC 29613 State Highway 31 Kennebec, MO 63501		Rafter Excavating, Inc. 1133 155th Street Reno, IA 50226		On Track Construction, LLC 1433 West F Avenue Meyers, IA 50501		Vendepool Construction, Inc. 1100 N. 14th Street Indianola, IA 50248		Synagra Contracting, LLC 7481 US 69 Des Moines, IA 50319				
2.1	1" Water Main in Open Cut	LF	730	35.33	25,841.10	36.49	26,757.70	37.51	27,411.90	38.00	27,810.00	35.00	25,575.00	35.00	25,575.00	37.00	27,082.50	35.00	25,575.00	35.00	25,575.00	35.00	25,575.00	37.00	27,082.50
2.2	6" Water Main Directionally Bored	LF	350	84.21	29,473.50	89.87	31,454.50	81.45	28,507.50	87.00	30,465.00	83.00	29,055.00	84.00	29,473.50	87.00	30,465.00	80.00	28,072.50	80.00	28,072.50	80.00	28,072.50	87.00	30,465.00
2.3	6" Gate Valve	EA	7	3,897.20	27,280.40	3,719.31	26,035.17	3,243.33	22,703.31	3,100.00	21,700.00	3,000.00	21,000.00	3,443.00	24,101.00	3,700.00	25,945.00	3,950.00	27,650.00	3,500.00	24,500.00	3,500.00	24,500.00	3,700.00	25,945.00
2.4	Manhole Assembly	EA	2	7,000.00	14,000.00	10,174.58	20,349.16	5,794.36	11,588.72	7,000.00	14,000.00	6,500.00	13,000.00	6,811.00	13,622.00	6,500.00	13,000.00	6,500.00	13,000.00	6,500.00	13,000.00	6,500.00	13,000.00	6,500.00	13,000.00
2.5	Connections to Existing System - Type 1	EA	2	7,128.50	14,257.00	5,514.21	11,028.42	6,135.40	12,270.80	6,115.49	12,230.98	6,000.00	12,000.00	6,425.00	12,850.00	6,500.00	13,000.00	6,500.00	13,000.00	6,500.00	13,000.00	6,500.00	13,000.00	6,500.00	13,000.00
2.6	Connections to Existing System - Type 2	EA	2	7,128.50	14,257.00	6,430.41	12,860.82	6,135.40	12,270.80	5,000.00	10,000.00	5,000.00	10,000.00	6,425.00	12,850.00	6,500.00	13,000.00	6,500.00	13,000.00	6,500.00	13,000.00	6,500.00	13,000.00	6,500.00	13,000.00
2.7	Service Transversers - 1.5" and Smaller	EA	4	1,024.50	4,098.00	2,538.41	10,153.64	1,701.30	6,805.20	2,000.00	8,000.00	2,000.00	8,000.00	3,500.00	14,000.00	3,500.00	14,000.00	3,500.00	14,000.00	3,500.00	14,000.00	3,500.00	14,000.00	3,500.00	14,000.00
2.8	Spacing	AGRE	2	500.00	1,000.00	2,334.74	4,669.48	2,000.00	4,000.00	2,000.00	4,000.00	2,000.00	4,000.00	2,000.00	4,000.00	2,000.00	4,000.00	2,000.00	4,000.00	2,000.00	4,000.00	2,000.00	4,000.00	2,000.00	4,000.00
2.9	Retina Control	EA	1	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
2.10	Traffic Control	EA	1	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
<b>SUBTOTAL BID - PRIORITY 2</b>					<b>\$41,927.40</b>		<b>\$43,611.88</b>		<b>\$42,248.31</b>		<b>\$40,390.00</b>		<b>\$37,575.00</b>		<b>\$37,642.00</b>		<b>\$42,150.00</b>		<b>\$41,965.00</b>		<b>\$43,240.00</b>		<b>\$43,815.00</b>		
<b>TOTAL BID - PRIORITY 1 AND PRIORITY 2</b>					<b>\$282,952.80</b>		<b>\$288,833.51</b>		<b>\$277,605.75</b>		<b>\$279,054.00</b>		<b>\$253,115.00</b>		<b>\$263,569.00</b>		<b>\$276,630.00</b>		<b>\$285,375.00</b>		<b>\$286,650.00</b>		<b>\$285,702.00</b>		

I hereby certify that this is a true tabulation of bids received on October 6, 2022 by the City of Bandana, Iowa.



H. Robert Veestra, Jr., P.E.  
Iowa License No. 9037  
My license renewal date is December 31, 2022.





**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

October 7, 2022

Sean Smith  
Max Smith Construction, LLC  
1681 E Adams Street  
Creston, Iowa 50801

DALLAS CENTER, IOWA  
HIGHWAY 44 DISTRIBUTION MAIN REPLACEMENT – PHASE 1  
RECEIPT OF BIDS  
CONTRACTS AND BONDS  
RECOMMENDATION TO AWARD CONTRACT

The City of Dallas Center received bids until 2:00 P.M. on October 6, 2022 for the Highway 44 Distribution Main Replacement – Phase 1 project. The City of Dallas Center received a total of 10 bids. The low bid on both Priority 1 and the total project was received from Max Smith Construction, LLC.

The total bid for the project received from Max Smith Construction, LLC was within the available project budget. Based on the bid received it has been recommended to the Dallas Center City Council that it award contract to Max Smith Construction, LLC based on the total bid in the amount of \$336,622.80.

In anticipation of the award of contract, the Contract and Bond have been prepared. This letter is a reminder the transmittal of the Contract and Bond is for administrative efficiency purposes only. The transmittal of the Contract and Bond should not be construed as an indication the City Council will award contract. Although it is anticipated the City Council will award contract to Max Smith Construction, LLC the award of contract only occurs with formal action by the Dallas Center City Council.

Enclosed are five copies of the Contract. Max Smith Construction, LLC should execute all five copies of the Contract.

Enclosed are five copies of the Bond. Max Smith Construction, LLC should execute the Bond as provided on the second page. The surety should insert its name as provided on the first page of the Bond. The surety should execute the Bond as provided. A copy of the power of attorney must be attached to each copy of the Bond.

**BUILDING RELATIONSHIPS ENGINEERING SOLUTIONS**

Sean Smith  
October 7, 2022  
Page 2

The contract documents require Max Smith Construction, LLC to provide Certificates of Insurance showing the minimum coverages set forth in the contract documents. A total of five copies of the Certificate of Insurance are required.

Please return the five executed copies of the Contract, Bond and five copies of the Certificate of Insurance to the writer. If the City Council awards contract a fully executed set of the contract documents will be returned to Max Smith Construction, LLC.

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:paj  
212194  
Enclosure

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

## CONTRACT

THIS AGREEMENT, made and entered into this 11th day of October, 2022, by and between the City of Dallas Center, Iowa, party of the first part, hereinafter referred to as the "Owner", and Max Smith Construction, LLC, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the 8th day of September, 2022, for Highway 44 Distribution Main Replacement - Phase 1 under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

### HIGHWAY 44 DISTRIBUTION MAIN REPLACEMENT - PHASE 1

Construct Highway 44 Distribution Main Replacement – Phase 1 including all labor, materials and equipment necessary for approximately 3090 linear feet of 6-inch water main installed in open cut and 1460 linear feet of 6-inch water main directionally bored in Priority 1; and 762 linear feet of 6-inch water main installed in open cut and 550 linear feet of 6-inch water main directionally bored in place in Priority 2, connections to existing system, hydrants, valves, excavation, backfill, traffic control, surface restoration and miscellaneous associated work, including cleanup for the sum of Three Hundred Thirty-six Thousand Six Hundred Twenty-two and 80/100 Dollars (\$336,622.80) based on the unit and lump sum prices as shown on the Proposal. The project is located along Highway 44 between Quinlan Avenue and Highway 169 in the City of Dallas Center, Iowa.

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Notice to Bidders
- 2.1.2 Instructions to Bidders
- 2.1.3 Proposal
- 2.1.4 Bond
- 2.1.5 General Conditions
- 2.1.6 Special Conditions
- 2.1.7 Plans List
- 2.1.8 Detailed Specifications
- 2.1.9 Plans listed in the specifications
- 2.1.10 Numbered addenda issued to the foregoing.

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

**CONTRACTOR**

**CITY OF DALLAS CENTER, IOWA**

Max Smith Construction, LLC

\_\_\_\_\_

By \_\_\_\_\_

Mayor

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

City Clerk

BOND

KNOW ALL MEN: That we, Max Smith Construction, LLC of Creston, Iowa hereinafter called the Principal, and

hereinafter called the surety, are held and firmly bound unto the City of Dallas Center, Iowa, hereinafter called the Owner in the sum of Three Hundred Thirty-six Thousand Six Hundred Twenty-two and 80/100 Dollars (\$336,622.80), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated October 11, 2022, entered into a Contract with the Owner for Highway 44 Distribution Main Replacement - Phase 1 which Agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after five (5) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until completion of the improvements, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

Bond

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PRINCIPAL:

Max Smith Construction, LLC  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

SURETY:

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature, Attorney-in-Fact

\_\_\_\_\_  
Name of Attorney-in-Fact

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address (Including Zip Code)

\_\_\_\_\_  
Company Telephone Number





**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

October 10, 2022

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

DALLAS CENTER, IOWA  
HIGHWAY 44 DISTRIBUTION MAIN REPLACEMENT – PHASE 1  
ADDITIONAL MAIN REPLACEMENT

The low bid submitted by Max Smith Construction, LLC for the Highway 44 Distribution Main Replacement project is approximately \$40,000 less than the construction budget available for the project. This letter is to provide a framework of additional work could be completed for approximately \$40,000.

The length of the additional water main that could be added to the project depends on whether the water main is an extension of are of the water main replacement in the project that does not require additional connections to the existing main or is a new reach of replacement water main. If the additional water main is an extension of one of the two existing priorities the City can use the additional funds for the water main. If the City selects a third location the connections to the existing water main at each end would have a total cost for the new reach of approximately \$14,260.

The unit price in the contract for water main in open cut is approximately \$35 per foot. The unit price in the contract for water main directionally bored is approximately \$53 per foot. Based on these unit prices the lengths of water main that could be replaced for \$40,000 is summarized as follows:

- Extend existing replacement in open cut -1100 feet.
- Extend existing with directionally bored -750 feet.
- New reach of main in open cut -800 feet.
- New reach of main directionally bored -500 feet.

The writer would not suggest the City formally add any additional water main to the project until the construction has progressed and the need for any contingency allowance has identified.

**BUILDING RELATIONSHIPS ENGINEERING SOLUTIONS**

Cindy Riesselman  
October 10, 2022  
Page 2

However, if the City has an interest in any additional water main it may be beneficial to identify what could be replaced if the City decides to expand the scope of the project based on the favorable bids received.

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

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "H. R. Veenstra Jr.", written in a cursive style.

H. R. Veenstra Jr.

HRVJr:rsb  
212194

Cc: Ralph Brown, Brown, Fagen & Rouse - w/enclosure  
Shellie Schaben, City of Dallas Center

**RESOLUTION NO. 2022-87**

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE HIGHWAY 44 DISTRIBUTION MAIN REPLACEMENT – PHASE 1**

**WHEREAS**, on the 8<sup>th</sup> day of September, 2022, plans, specifications, form of contract and estimate of costs were filed with the Clerk for the construction of certain public improvements described in general as the Highway 44 Distribution Main Replacement - Phase 1; and

**WHEREAS**, notice of hearing on plans, specifications, form of contract and estimate of costs for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of costs are hereby approved as the plans, specifications, form of contract and estimate of costs for the public improvements, as described in the preamble of this Resolution.

**PASSED AND APPROVED** this 11<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
Daniel Beyer, Mayor

ATTEST:

\_\_\_\_\_  
Shellie Schaben, City Clerk

**RESOLUTION NO. 2022-88**

**RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT  
FOR THE HIGHWAY 44 DISTRIBUTION MAIN REPLACEMENT –  
PHASE 1**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER,  
STATE OF IOWA:**

Section 1. That the following bid for the construction of certain public improvements described in general as the Highway 44 Distribution Main Replacement - Phase 1, described in the plans and specifications heretofore adopted by this Council on October 11, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Max Smith Construction, LLC  
Creston, Iowa

Amount of Bid: \$336,622.80

Portion of project: Entire Project (Priority 1 and 2)

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

**PASSED AND APPROVED** this 11<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
Daniel Beyer, Mayor

ATTEST:

\_\_\_\_\_  
Shellie Schaben, City Clerk

**RESOLUTION NO. 2022-89**

**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND  
BOND FOR THE HIGHWAY 44 DISTRIBUTION MAIN  
REPLACEMENT - PHASE 1**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS  
CENTER, STATE OF IOWA:**

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Highway 44 Distribution Main Replacement - Phase 1, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Max Smith Construction, LLC  
Creston, Iowa

Amount of Bid: \$336,622.80

Bond Surety:

Date of Bond:

Portion of project: Entire Project (Priority 1 and 2)

**PASSED AND APPROVED** this 11<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
Daniel Beyer, Mayor

ATTEST:

\_\_\_\_\_  
Shellie Schaben, City Clerk

**RESOLUTION NO. 2022-90**

**RESOLUTION LEVYING AN ASSESSMENT TO PAY THE DEFICIENCY IN THE FUNDS OF DRAINAGE DISTRICT NO. 76 TO PAY ALL COSTS; EXPENSES, DAMAGES, AND REPAIRS AND TO SET UP A WORKING BALANCE IN THE FUND**

**WHEREAS**, by the adoption of Resolution 2020-007 on January 14, 2020, the Dallas County Board of Supervisors effective March 6, 2020, transferred control of Drainage District No. 76 to the City of Dallas Center, Iowa, pursuant to Section 468.322 of the Code of Iowa, along with a fund balance of \$192.59; and

**WHEREAS**, since May 11, 2022, the City of Dallas Center has incurred total expenses of \$18,977.91 for the costs, expenses, damages, and repairs to Drainage District No. 76 as detailed in Schedule A attached hereto; and .

**WHEREAS**, there now is a deficiency in the funds of Drainage District No. 76 to pay all costs, expenses, damages and repairs, and a working balance in the fund should be established.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, acting as the Trustees of Drainage District No. 76, that:

1. There be an additional assessment in the amount of \$18,785.32 to pay the deficiency in the fund and an additional assessment of \$2,214.68 for a working balance in the fund, for a total assessment of \$21,000.00.

2. That the assessment shall be levied in the same ratio as the original assessment in the District.

3. That pursuant to Iowa Code Section 331.502(28), the Auditor of Dallas County, Iowa, be and hereby is directed to spread the above assessment on the tax books of Dallas County, Iowa, as special assessment against the respective lands as set forth herein. The owner of any land against which a levy exceeding \$500 has been made and certified may make equal deferred payments over a period of ten (10) years, which deferred payments shall draw interest at the rate of 5%.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on the 11<sup>th</sup> day of October, 2022.

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Daniel Beyer, Mayor

ATTEST:

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Shellie Schaben, City Clerk

<u>Date</u>	<u>Reference</u>	<u>Company</u>	<u>Amount</u>
5/11/2022	230th St/Hwy 169	Spracher Sewer	\$350.00
6/14/2022	Drainage District #76	Accu Jet	\$8,358.00
6/14/2022	Drainage District #76	Accu Jet	\$1,337.28
6/14/2022	Drainage District #76	Menards	\$39.40
6/14/2022	Return 10" Common Spike Nail	Menards	-\$16.74
6/14/2022	Drainage District #76	Spracher Sewer	\$350.00
6/28/2022	12" Pipe Drainage Dist #76 230	Core & Main	\$1,212.50
7/13/2022	Excavator Rental Drain Dist #76	Logan Contractors	\$825.00
7/13/2022	Drainage District #76	Accu Jet	\$4,553.12
7/13/2022	Drainage District #76	Agri Drain Corp	\$802.68
8/3/2022	DD76-GIS Technical Support Service	SAM, LLC	\$150.00
8/10/2022	Tile Fittings Drainage Dist#76	Core & Main	\$465.18
8/10/2022	Concrete Plug Abndn Tile Lines	Baldon Hardware	\$83.88
8/10/2022	Jetting	Spracher Sewer	\$350.00
8/10/2022	Drainage District #76	Agri Drain Corp	\$117.61
			<u>\$18,977.91</u>

**SCHEDULE A**

Council Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_



Whereupon, the Mayor declared said Resolution duly adopted as follows:

**RESOLUTION 2022-91**

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022, dated October 25, 2022, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Note Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Note Registrar and Transfer Agent in connection with the issuance of \$2,900,000



General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022, dated October 25, 2022.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 11th day of October, 2022.

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Mayor

ATTEST:

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City Clerk

## **PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT**

THIS AGREEMENT is made and entered into on October 25, 2022 by and between the City of Dallas Center hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022, dated October 25, 2022 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
  - (a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
  - (b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
  - (c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 423B, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for





29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF DALLAS CENTER,  
STATE OF IOWA, ISSUER

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

UMB BANK N.A., as PAYING  
AGENT/REGISTRAR

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AMENDING THE 'RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,900,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTES, SERIES 2022, AND LEVYING A TAX FOR THE PAYMENT THEREOF,' PASSED AND APPROVED ON FEBRUARY 8, 2022, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$2,900,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTES, SERIES 2022, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared said Resolution duly adopted as follows:

**RESOLUTION 2022-94**

RESOLUTION AMENDING THE 'RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,900,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTES, SERIES 2022, AND LEVYING A TAX FOR THE PAYMENT THEREOF,' PASSED AND APPROVED ON FEBRUARY 8, 2022, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$2,900,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTES, SERIES 2022, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

WHEREAS, the City is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, pursuant to Chapter 423B of the Code of Iowa, 2021, as amended, and an election duly held in accordance therewith, the City is currently entitled to receive proceeds of a

local option sales and service tax imposed in accordance with said Chapter 423B (the "Local Option Tax"), which local option taxes are and will continue to be collected as set forth in the ordinance imposing said tax, and said revenues are available for the payment of General Obligation Local Option Sales and Services Tax Capital Loan Notes, subject to the following premises; and

WHEREAS, revenues derived from the Local Option Tax are to be allocated as follows: seventy-five percent (75%) for additional property tax relief and utility services relief through city expenditures for the construction of capital improvements, and the construction and maintenance of streets, sidewalks, water and sewer and storm water facilities, infrastructure, and parks and other recreational facilities in the city of Dallas Center (the "Designated Project Portion" ); and twenty-five percent (25%) for property tax relief; and

WHEREAS, the City is in need of funds to pay costs of designing, constructing, equipping, and maintaining a new community swimming pool and bathhouse, including all related site improvements, and it is deemed necessary and advisable that General Obligation Local Option Sales and Services Tax Capital Loan Notes, to the amount of not to exceed \$2,900,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 423B.9(4) of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$2,900,000 of General Obligation Local Option Sales and Services Tax Capital Loan Notes, and after a petition for an election thereon was received, and an election was duly held, the Council is now authorized to proceed with the issuance of \$2,900,000 of General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022 (the "Notes"); and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale; and

WHEREAS, on February 8, 2022, the City Council of the City did adopt a certain Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,900,000 GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTES, SERIES 2022, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, due to certain changes in the overall financing plans of the City, it is necessary to make numerous changes to the Resolution adopted on February 8, 2022; and therefore, said Council has adopted a new Resolution to be substituted in its entirety for the Resolution previously adopted on February 8, 2022, authorizing the issuance of \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- “Default Rate” means six percent (6.00%) per annum; *provided, however*, following a Taxable Event, the “Default Rate” shall mean seven percent (7.00%) per annum.
- "Designated Project Portion" shall mean 75% of all Local Option Tax Receipts.
- “Determination of Taxability” means the registered owner or Issuer receives notice, in any form, from the Internal Revenue Service, the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) or a court of competent jurisdiction that any interest paid or payable on the Notes is not excludable from federal gross income for federal income tax purposes.
- “Event of Default” means the failure to pay on the due date thereof any principal of, premium, if any, or interest on the Notes.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the City Council of the Issuer or by law as the official accounting period of the Issuer.
- "Governing Body" shall mean the City Council of the City of Dallas Center, State of Iowa.
- “Interest Rate” means the rate of interest to be borne by the Notes, which shall be 3.895%, calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months; *provided, however*, the Interest Rate shall equal the Taxable Rate upon the occurrence of a Taxable Event; *provided further* that the Interest Rate shall equal the Default Rate upon the occurrence of an Event of Default.
- "Issuer" and "City" shall mean the City of Dallas Center, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution, as supplemented and amended.

- "Local Option Tax Receipts" shall mean all of the tax receipts collected by the City from the local option sales and services tax imposed in accordance with Chapter 423B of the Code of Iowa as authorized pursuant to the special election held on November 7, 2017 which imposed a tax effective as of July 1, 2018.

- "Maturity Date" means June 1, 2037.

- "Notes" shall mean \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022, authorized to be issued by this Resolution.

- "Parity Notes" shall mean any bonds or notes wherein some or all of the Designated Project Portion of the Local Option Tax Receipts is pledged for repayment on a pari passu basis with the Notes and issued on parity in all respects with the Notes in accordance with the provisions of this Resolution.

- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Project" shall mean designing, constructing, equipping, and maintaining a new community swimming pool and bathhouse, including all related site improvements.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.

- "Sinking Fund" shall mean the fund created in Section 2 and 14 of this Resolution.

- "Taxable Date" means the date as of which interest paid or payable on the Notes is deemed to be first includable in gross income of the holder or prior holder for federal income tax purposes, which may be retroactive to the issuance date of the Notes and earlier than any Determination of Taxability or Taxable Event (as determined by the Internal Revenue Service or a Determination of Taxability).

- "Taxable Event" means the occurrence of a Determination of Taxability that the registered owner reasonably determines is the result of any act or failure to act by the Issuer.
- "Taxable Rate" has the meaning assigned to such term in Section 20 of this Resolution.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the City Clerk/Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Source of Payment. The Notes herein authorized and the interest thereon shall be payable in the first instance from the Designated Project Portion of the Local Option Tax Receipts and thereafter, to the extent necessary, from the tax levy authorized in Section 2(c) below.

b) Local Option Tax Receipts. As set forth in Section 14 hereof, there is hereby established a Local Option Sales and Services Tax Note Principal and Interest Fund (the "Sinking Fund") as a separate and special fund to pay principal of and interest on the Notes and any other bonds or notes issued under Chapter 423B of the Code of Iowa. All amounts collected by the Issuer in each fiscal year as part of the Designated Project Portion of the Local Option Tax Receipts or otherwise derived therefrom shall be deposited into the Sinking Fund until the amount on deposit therein shall be equal to the total principal and interest falling due in said year on the Notes and any other bonds or notes payable from the Designated Project Portion of the Local Option Tax Receipts. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on said Notes.

c) Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued in the event that the Designated Project Portion of the Local Option Tax Receipts are insufficient to do so, there is hereby appropriated to the Sinking Fund and levied for each future year the following direct annual tax on all of the taxable property in the City of Dallas Center, State of Iowa ("Annual Tax" as follows), to-wit:



AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$230,250.00*	2022/2023
\$ 0.00**	2023/2024
\$283,511.76**	2024/2025
\$283,269.16	2025/2026
\$283,297.10	2026/2027
\$284,052.40	2027/2028
\$283,496.10	2028/2029
\$283,667.16	2029/2030
\$283,526.60	2030/2031
\$283,074.46	2031/2032
\$283,310.70	2032/2033
\$283,196.40	2033/2034
\$283,731.56	2034/2035
\$283,877.20	2035/2036
\$283,633.36	2036/2037

\*A levy has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest on the Note coming due in fiscal year 2022/2023.

\*\*Excess FY2022/2023 levy of \$137,477.00 has been deducted from FY2023/2024 levy and FY2024/2025 levy.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023.)

d) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Dallas County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever, which action requires a modification and change of the levies originally made in accordance with the Note Resolution certified to and filed in the Dallas County Auditor's office on February 14, 2022.

e) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Pledge of Designated Project Portion, Sinking Fund and Annual Tax. The Designated Project Portion of the Local Option Tax Receipts shall be collected and deposited

into the Sinking Fund, which Designated Project Portion of the Local Option Tax Receipts, Sinking Fund and to the extent necessary the Annual Tax are hereby pledged for and shall be used only as set forth herein; and also there shall be deposited to said fund and pledged to the Notes any property taxes levied and collected under Section 2(c) of this Resolution. The pledge of the Designated Project Portion, Sinking Fund and to the extent necessary the Annual Tax shall immediately be subject to the lien of this pledge and Resolution without any physical delivery or further act. Except as otherwise provided herein, the lien of this pledge shall be superior and exclusive to all other claims and liens thereon.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Sinking Fund Proceeds. All moneys held in the Sinking Fund, provided for by Sections 2 and 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2021, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. A General Obligation Local Option Sales and Services Tax Capital Loan Note of the City in the amount of \$2,900,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Section 423B.9(4) of the Code of Iowa for the aforesaid purposes. The Note shall be issued as a single term note and shall be secured from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES TAX CAPITAL LOAN NOTE, SERIES 2022", be dated October 25, 2022, and bear interest at the Interest Rate (subject to adjustment to the Taxable Rate upon a Taxable Event and to the Default Rate as provided herein and in the Notes) from the date thereof, until payment thereof, said interest payable on June 1, 2023, and semiannually thereafter on the 1st day of December and June in each year until the Maturity Date (each, an "Interest Payment Date") at the rates hereinafter provided.

The Notes shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities

depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number.

The Note shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable by wire transfer or other form of electronic payment to the registered owner of the Note in accordance with the written instructions provided by registered owner of the Note or, with such registered owner's prior written consent, by such other commercially reasonable method of payment. The Note shall be in the denomination of \$250,000 or integral multiples of \$1,000 in excess thereof. The Notes shall mature and bear interest as follows:

<u>Principal Amount</u>	<u>Interest Rate**</u>	<u>Maturity June 1st</u>
\$2,900,000	3.895%	2037*

\*Term Note

\*\*Subject to adjustment to the Taxable Rate upon a Taxable Event and subject to adjustment to the Default Rate upon an Event of Default.

b) Redemption.

Optional Redemption in Whole. The Notes are not subject to optional redemption (whether in whole or in part) by the Issuer prior to June 1, 2028. The Notes may be called for optional redemption in whole by the Issuer beginning on June 1, 2028 and on any date thereafter, from any funds regardless of source, in whole at a price equal to 100% of the aggregate outstanding principal amount thereof plus accrued interest to date of redemption.

Optional Redemption in Part. The Notes are not subject to optional redemption (whether in whole or in part) by the Issuer prior to June 1, 2028. The Notes may be called for optional redemption in part by the Issuer beginning on June 1, 2028 one-time per calendar year on any Interest Payment Date in a minimum amount of \$250,000 at a price equal to 100% of the aggregate outstanding principal amount to be redeemed, plus accrued interest to the date of redemption. Any partial prepayment shall be applied to outstanding principal of the Notes on a pro rata basis.

Thirty days' prior written notice of any optional redemption shall be given to the registered owner of the Note at the address provided by the registered owner to the Registrar. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

Mandatory Payment and Redemption of the Notes. The Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Interest Rate**	Maturity June 1st
\$ 25,000	3.895%	2023
\$ 25,000	3.895%	2024
\$173,000	3.895%	2025
\$179,000	3.895%	2026
\$186,000	3.895%	2027
\$194,000	3.895%	2028
\$201,000	3.895%	2029
\$209,000	3.895%	2030
\$217,000	3.895%	2031
\$225,000	3.895%	2032
\$234,000	3.895%	2033
\$243,000	3.895%	2034
\$253,000	3.895%	2035
\$263,000	3.895%	2036
\$273,000	3.895%	2037*

\*Final Maturity

\*\*Subject to adjustment to the Taxable Rate upon a Taxable Event and subject to adjustment to the Default Rate upon an Event of Default.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution

in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar. The registered owner of the Notes has the right, without the need for the consent of the Issuer, to sell, transfer or otherwise assign, in whole or in part, all rights, title, interest and obligations of the Notes to (i) any affiliate of the registered owner or (ii) any bank, trust company, insurance company or other financial institution or their affiliates, including participation arrangements with such entities.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer. Notwithstanding the foregoing or anything else herein to the contrary, prior to the Maturity Date or the earlier redemption in full of the Notes, payments of principal of, premium, if any, and interest on the Notes will be payable without presentation and surrender thereof.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the calendar day preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF DALLAS "  
"CITY OF DALLAS CENTER"  
"GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES  
TAX CAPITAL LOAN NOTE"  
"SERIES 2022"

Interest Rate: 3.895%\*\*  
Maturity: June 1, 2037  
Note Date: October 25, 2022  
CUSIP No.: N/A  
"Registered"  
Certificate No. 1  
Principal Amount: \$2,900,000

The City of Dallas Center, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or its successors or registered assigns, the principal sum of TWO MILLION NINE HUNDRED THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, without the need for presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, (except upon final Maturity or earlier redemption in full) with interest on the sum from the date hereof until paid at the Interest Rate per annum specified above, subject to adjustment to the Taxable Rate upon a Taxable Event and subject to adjustment to the Default Rate following an event of default, payable on June 1, 2023, and semiannually thereafter on the 1st day of December and June in each year. Principal of and interest on this Note shall be payable as set forth in the Debt Service Schedule attached hereto as Attachment I and incorporated herein by this reference and as set forth in the Resolution adopted by the City Council of the Issuer on October 11, 2022 (the "Resolution"). Prior to Maturity or the earlier payment in full of this Note, payments of principal of and interest on this Note will be payable without presentation and surrender hereof.

Principal of, premium, if any, and interest on this Note shall be payable by wire transfer or other form of electronic payment in accordance with written instructions provided by the registered owner hereof or, with registered owner's written consent, by such other commercially reasonable

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\*\* Subject to adjustment to the Taxable Rate upon a Taxable Event and subject to adjustment to the Default Rate upon an Event of Default.

method of payment to the to the registered owner of the Note as shown on the records of ownership maintained by the Registrar as of the calendar day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Section 423B.9(4) of the Code of Iowa, for the purpose of paying costs of designing, constructing, equipping, and maintaining a new community swimming pool and bathhouse, including all related site improvements, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

This Note may not be called for optional redemption (whether in whole or in part) before June 1, 2028. This Note may be called for optional redemption in whole by the City beginning on June 1, 2028 and any date thereafter, at a price equal to 100% of the aggregate outstanding principal amount thereof plus accrued interest to date of redemption. This Note may be called for optional redemption in part by the Issuer beginning on June 1, 2028 one-time per calendar year on any Interest Payment Date in a minimum amount of \$250,000 at a price equal to 100% of the aggregate outstanding principal amount to be redeemed, plus accrued interest to the date of redemption. Any partial prepayment shall be applied to outstanding principal of this Note on a pro rata basis.

Thirty days' prior written notice of redemption of any optional redemption shall be given to the registered owner of this Note to the address provided by the registered owner to the Registrar. This Note or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for its redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

This Note is subject to mandatory redemption prior to maturity and shall bear interest at 3.895%<sup>\*\*</sup> per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

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<sup>\*\*</sup> Subject to adjustment to the Taxable Rate upon a Taxable Event and subject to adjustment to the Default Rate upon an Event of Default.



Principal Amount	Maturity June 1st
\$ 25,000	2023
\$ 25,000	2024
\$173,000	2025
\$179,000	2026
\$186,000	2027
\$194,000	2028
\$201,000	2029
\$209,000	2030
\$217,000	2031
\$225,000	2032
\$234,000	2033
\$243,000	2034
\$253,000	2035
\$263,000	2036
\$273,000	2037*

\*Final Maturity

The registered owner hereof has the right, without the need for the consent of the Issuer, to sell, transfer or otherwise assign, in whole or in part, all rights, title, interest and obligations of this Note to (i) any affiliate of the registered owner or (ii) any bank, trust company, insurance company or other financial institution or their affiliates, including participation arrangements with such entities.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest on this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment of principal of and interest on this Note; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: \_\_\_\_\_  
This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar  
West Des Moines, Iowa 50266

By: \_\_\_\_\_  
Authorized Signature  
Registrar and Transfer Agent: UMB Bank, N.A.  
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)  
(Signature Block)

CITY OF DALLAS CENTER, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
Address of Transferee(s) \_\_\_\_\_  
Social Security or Tax Identification \_\_\_\_\_  
Number of Transferee(s) \_\_\_\_\_  
Transferee is a(n):  
Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - ..... Custodian .....  
(Cust) (Minor)  
Under Iowa Uniform Transfers to Minors Act.....  
(State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

Attachment I

[DEBT SERVICE SCHEDULE]

(End of form of Note)

Section 13. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Notes shall be secured equally and ratably by the Designated Project Portion of the Local Option Tax Receipts without priority by reason of number or time of sale or delivery; and the Designated Project Portion of the Local Option Tax Receipts is hereby irrevocably pledged, as set forth in Section 14, to the timely payment of both principal and interest as the same become due.

Section 14. Allocation of Local Option Tax Receipts. From and after the delivery of the Notes, and as long as any Parity Notes payable from the Designated Project Portion of the Local Option Tax Receipts shall be outstanding and unpaid either as to principal or as to interest, or until the Notes and other Parity Notes then outstanding shall have been discharged and satisfied in the manner provided in the applicable Resolution, the Local Option Tax Receipts shall be promptly and directly deposited as collected in a fund to be known as the Local Option Sales and Services Tax Revenue Fund (the "Revenue Fund") and shall be allocated and applied as follows in the following order of priority:

a) Sinking Fund. There is hereby established and shall be maintained within the Revenue Fund a special account from which interest and principal on the Notes and any Parity Notes will be paid. The fund is and shall be known as the Local Option Sales and Services Tax Note Principal and Interest Fund (the "Sinking Fund"). The Designated Project Portion of the Local Option Tax Receipts shall be deposited into the Sinking Fund until the amount on deposit therein shall be equal to the total interest and principal coming due on the Notes and any Parity Notes payable from the Designated Project Portion of the Local Option Tax Receipts during the fiscal year. Money in the Sinking Fund shall be pledged for and used solely for the purpose of paying the principal of and interest on the Notes and any Parity Notes that are payable from the Designated Project Portion of the Local Option Tax Receipts, as the same shall become due and payable. The Sinking Fund shall be comprised of a separate account for each issue outstanding from time to time, and amounts within the Sinking Fund shall be allocated to each such account, pro-rata, in proportion to the annual principal and interest of each issue or series in the fiscal year. The proceeds of any tax levies made as provided in Section 2 of this Resolution also shall be deposited in the Sinking Fund as required.

b) Tax Levy Repayment Fund. There is hereby established a special account within the Revenue Fund to be known as the Local Option Property Tax Levy Repayment Fund, into which any remaining Designated Project Portion of the Local Option Tax Receipts shall be deposited (so long as no Event of Default has occurred and is continuing) to the extent necessary to repay the Issuer for any funds advanced from

property taxes levied in Section 2 of this Resolution, with such amounts to be applied to the reduction of property taxes as required by Section 423B.9(4) of the Code of Iowa.

c) Subordinate Obligations. So long as no Event of Default and no event that with the passage of time or notice would constitute an Event of Default has occurred and is continuing, the Designated Project Portion of the Local Option Tax Receipts may thereafter be used to pay principal and interest of any obligations for which the Designated Project Portion of the Local Option Tax Receipts have been pledged on a subordinate basis. Additionally, before any Subordinate Obligations are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor or Independent Financial Consultant, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Designated Project Portion of the Local Option Tax Receipts for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.00 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the Notes or Parity Notes for both principal of, premium, if any, and interest on the Notes or Parity Notes then outstanding which are payable from the Designated Project Portion of the Local Option Tax Receipts and the Subordinate Obligations then proposed to be issued.

d) Surplus Revenues. So long as no Event of Default has occurred and is continuing, the Designated Project Portion of the Local Option Tax Receipts thereafter may be used for any lawful purpose of the City as determined by the City Council.

The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund and Tax Levy Repayment Fund shall be maintained as separate accounts but may be invested in conjunction with other funds of the Issuer but designated as a trust fund on the books and records of the Issuer for the benefit of the holders of the Notes.

The Issuer shall not under any circumstances issue any other Notes or obligations of any kind or nature payable from or enjoying a lien or claim on the Designated Project Portion of the Local Option Tax Receipts having any priority in lien or timing over the Notes or Parity Notes.

Section 15. Parity Notes. The Issuer will issue no other Notes, Parity Notes or obligations of any kind or nature payable from or enjoying a lien or claim on the Designated Project Portion of the Local Option Tax Receipts except as provided in this Resolution.

Notwithstanding anything in this Resolution or the Note to the contrary, Parity Notes may be issued on a parity and equality of rank with the Notes with respect to the lien and claim and timing of payment of such Parity Notes to the Designated Project Portion of the Local Option Tax Receipts and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

a) For the purpose of refunding any of the Notes or Parity Notes which shall have matured or which shall mature not later than three months after the date of delivery of

such refunding notes and for the payment of which there shall be insufficient money in the Sinking Fund;

b) For the purpose of refunding any Notes, Parity Notes or general obligation bonds outstanding, or undertaking additional projects allowable under the Designated Project Portion of the Local Option Tax Receipts if all of the following conditions shall have been met:

i. before any such Parity Notes ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor or Independent Financial Consultant, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Designated Project Portion of the Local Option Tax Receipts for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.00 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the Notes or Parity Notes for both principal of, premium, if any, and interest on the Notes or Parity Notes then outstanding which are payable from the Designated Project Portion of the Local Option Tax Receipts and the Parity Notes then proposed to be issued.

ii. the Parity Notes must be payable as to principal and as to interest on the same month and day as the Notes herein authorized and not more frequently. Subordinate Obligations may not be paid more frequently than the Notes.

iii. for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

iv. for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Parity Notes.

Section 16. Discharge and Satisfaction of Notes. Subject to the provisions of Section 423B.9 of the Code of Iowa, which shall control in the event of any conflict herewith, the covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes, in any one or more of the following ways:

a) By paying the Notes in full when the same shall become due and payable; and

b) By depositing in trust with the City Clerk/Treasurer or with a corporate trustee designated by the Governing Body for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity,

or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of which is confirmed by a verification report (the "Verification Report") issued by an independent certified public accountant delivered to the holders of the Notes if such funds will be on deposit for more than 90 days, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication; provided that at least ten (10) business days prior to such deposit and defeasance of the Notes, the Issuer shall deliver to the registered owner(s) of the Notes copies of the Verification Report, if required as set forth above, and a no adverse tax opinion. Such opinion and Verification Report, if applicable, shall be addressed to the registered owner of the Notes and shall be in form and substance reasonably satisfactory to the registered owner of the Notes.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 17. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 18. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the holders of the Notes. After the issuance of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner without the prior written consent of the holders of the Notes, which consent shall not be unreasonably withheld, until such time as all of the Notes, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 19. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended (the "Code"), and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 20. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Clerk/Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Upon the occurrence of any Taxable Event the Issuer shall pay to the registered owners of the Notes so affected, within one hundred and eighty (180) days after a registered owner of Notes notifies the Issuer of such Taxable Event, the amount which, with respect to interest on the Notes previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on such interest on the Notes) that are imposed on interest on the Notes as a result of the loss of the exclusion, will restore to the owners of the Notes interest thereon at the Taxable Rate (as herein defined) retroactive to the Taxable Date. Additionally, the Issuer agrees that upon the occurrence of a Taxable Event the Issuer shall thereafter pay interest on the Notes at the rate of interest equal to the Taxable Rate notwithstanding any other provision of this Resolution or the Notes that may be to the contrary. As used herein, the term "Taxable Rate" shall mean:

$$\text{Interest Rate} / (1.00 - \text{Maximum Current Corporate Tax Rate}^*) = \text{Taxable Rate}$$

\*Such Corporate Tax Rate being expressed as a decimal.

Maximum Federal Corporate Tax Rate means, for any day, the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect as of such day (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the registered owner of the Notes, the maximum statutory rate of federal income taxation which could apply to the registered owner of the Notes as of such day).

The Taxable Rate shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 21. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other



persons to assist the Issuer in such compliance; (g) will, on or prior to April 15 of each calendar year, provide to the registered owners of the Notes the audited financial statements of the Issuer for the prior Fiscal Year; provided, however, if and to the extent such audited financial statements have not been and will not be prepared for the prior fiscal year, then the Issuer shall provide the Issuer's Annual Examination according to procedures established by the Auditor of the State of Iowa, and the Annual Financial Report which is statutorily required and must presently be filed with the Auditor of the State on or before December 1 of each year, or such other information as shall be required in any future legislative amendment to Iowa Code Chapter 11; (h) will provide to the registered owners of the Notes such other financial information as the registered owners may reasonably request, including but not limited to, the Issuer's annual budget for any prior, current or subsequent Fiscal Years; and (i) will administer, enforce and collect, or cause to be administered, enforced and collected, the Local Option Tax Receipts and to the extent necessary the Annual Tax and shall take all reasonable actions that may be permitted by law to collect delinquent payments or to cause delinquent payments to be collected in accordance with law.

Section 22. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 23. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 24. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 25. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 26. Remedies. Except as herein expressly limited the holder or holders of the Notes and any Parity Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes or Parity Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

PASSED AND APPROVED this 11th day of October, 2022.

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Mayor

ATTEST:

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City Clerk

## LOAN AGREEMENT

This Loan Agreement is entered into as of the 25th day of October, 2022, by and between the City of Dallas Center, State of Iowa (the "City") acting through its City Council (the "Council") and Pinnacle Public Finance, Inc. (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$2,900,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022, in the aggregate principal amount of \$2,900,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of designing, constructing, equipping, and maintaining a new community swimming pool and bathhouse, including all related site improvements (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Sinking Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2023.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated October 25, 2022, shall bear interest payable June 1, 2023, and semiannually thereafter on the first day of June and December in each year at the rates and mature in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference.

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable in the first instance from the Designated Project Portion of the Local Option Tax Receipts and thereafter, to the extent necessary, from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax ("Annual Tax"). The Notes and the interest thereon are secured from the Designated Project Portion of the Local Option Tax Receipts and to the extent necessary the Annual Tax.

5. Subject to the satisfaction of Section 15 of the Resolution relating to the issuance of Parity Notes, the City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Notes, the Lender represents and agrees as follows:

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF DALLAS CENTER, STATE OF  
IOWA (City)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

(SEAL)

PINNACLE PUBLIC FINANCE, INC. (Lender)

By: \_\_\_\_\_  
(Signature)

Cathleen D. Jimenez

\_\_\_\_\_  
Managing Director/Executive Vice  
President

(Form of Investment Letter)

Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, IA 50309

City of Dallas Center  
1502 Walnut Street  
PO Box 396  
Dallas Center, IA 50063

RE: Dallas Center, Iowa - \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Note, Series 2022

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our participation in the purchase of the General Obligation Local Option Sales and Services Tax Capital Loan Note, Series 2022, in the aggregate principal amount of \$2,900,000 referred to above (the "Notes"), dated October 25, 2022, issued by the City of Dallas Center, Iowa (the "Issuer").

The business of the undersigned is banking. As an Institutional Investor, as hereinafter defined, the bank has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by its purchase of the Notes. It is able to bear the economic risks represented by its purchase of the Notes.

The bank has made inquiry and analysis with respect to the Issuer and other material factors affecting the credit of the Issuer and the likelihood of the payment of the Notes. It acknowledges that it has been furnished with copies of all legal documents pertaining to this issue. It further acknowledges that it has been offered access to all information relating to the financial data and business of the Issuer, as well as such other information as the undersigned deems necessary or appropriate as a prudent and knowledgeable investor in evaluating the purchase of the Notes. The Issuer has agreed, upon request, to provide copies of its annual audit.

Neither the Issuer nor its officers, Council members, or employees or agents has made any representation or warranty concerning the financial position or business condition of the Issuer, nor have any of them represented or warranted the correctness of any offering materials furnished by the Issuer in connection with its purchase of the Notes. The bank has not relied upon the Issuer or its officers, Council members, or employees or agents as to the accuracy or completeness of such information. As a sophisticated investor, the bank has made its decision to purchase the Notes based solely upon such information and its own inquiry and analysis.

The bank is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. It acknowledges that the Notes have not been registered under the

City of Dallas Center, State of Iowa  
\$2,900,000 General Obligation Local Option  
Sales and Services Tax Capital Loan Note, Series 2022  
Page 2

securities laws of the United States or any state thereof, and hereby covenants and agrees that it will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Notes or any interest therein in violation of applicable federal or state law.

The bank represents it is purchasing the Notes for its own account (or related subsidiary or affiliate corporation) for Investment (and not on behalf of another) and has no present intention of reselling the Notes or dividing its interest therein, either currently or after passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance; but the undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Notes at some future date determined by it, subject to the provisions of the Loan Agreement which is attached hereto and incorporated herein by reference. It has not and will not pay any commission, compensation, or fee to any person or entity in connection with its purchase of the Notes and it is not aware of, and is not purchasing the Notes pursuant to, any form of general solicitation or advertising with respect to the Notes.

The bank agrees that it will not furnish to any third person information furnished to it by or on behalf of the Issuer and designated as confidential except as permitted and provided in the Notes.

This letter shall be binding upon the undersigned and its successors and assigns.

Very Truly Yours,

**BOND DEBT SERVICE**

City of Dallas Center, Iowa  
 General Obligation Local Options Sales and Services Tax Capital Loan Notes, Series 2022  
 (Swimming Pool Referendum)

Dated Date 10/25/2022  
 Delivery Date 10/25/2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2023	25,000	3.895%	67,773.00	92,773.00	92,773.00
12/01/2023			55,990.63	55,990.63	
06/01/2024	25,000	3.895%	55,990.63	80,990.63	136,981.26
12/01/2024			55,503.75	55,503.75	
06/01/2025	173,000	3.895%	55,503.75	228,503.75	284,007.50
12/01/2025			52,134.58	52,134.58	
06/01/2026	179,000	3.895%	52,134.58	231,134.58	283,269.16
12/01/2026			48,648.55	48,648.55	
06/01/2027	186,000	3.895%	48,648.55	234,648.55	283,297.10
12/01/2027			45,026.20	45,026.20	
06/01/2028	194,000	3.895%	45,026.20	239,026.20	284,052.40
12/01/2028			41,248.05	41,248.05	
06/01/2029	201,000	3.895%	41,248.05	242,248.05	283,496.10
12/01/2029			37,333.58	37,333.58	
06/01/2030	209,000	3.895%	37,333.58	246,333.58	283,667.16
12/01/2030			33,263.30	33,263.30	
06/01/2031	217,000	3.895%	33,263.30	250,263.30	283,526.60
12/01/2031			29,037.23	29,037.23	
06/01/2032	225,000	3.895%	29,037.23	254,037.23	283,074.46
12/01/2032			24,655.35	24,655.35	
06/01/2033	234,000	3.895%	24,655.35	258,655.35	283,310.70
12/01/2033			20,098.20	20,098.20	
06/01/2034	243,000	3.895%	20,098.20	263,098.20	283,196.40
12/01/2034			15,365.78	15,365.78	
06/01/2035	253,000	3.895%	15,365.78	268,365.78	283,731.56
12/01/2035			10,438.60	10,438.60	
06/01/2036	263,000	3.895%	10,438.60	273,438.60	283,877.20
12/01/2036			5,316.68	5,316.68	
06/01/2037	273,000	3.895%	5,316.68	278,316.68	283,633.36
	2,900,000		1,015,893.96	3,915,893.96	3,915,893.96

Notes:

Final Results  
 Purchaser: Bank United - Pinnacle  
 Callable: 6/1/2028



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TAX EXEMPTION CERTIFICATE

of

CITY OF DALLAS CENTER, COUNTY OF DALLAS, STATE OF IOWA, ISSUER

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

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This instrument was prepared by:

Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309  
(515) 243-7611

TABLE OF CONTENTS

This Table of Contents is not a part of this Tax Exemption Certificate and is provided only for convenience of reference.

**INTRODUCTION.....1**  
**ARTICLE I DEFINITIONS .....1**  
**ARTICLE II SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND**  
**AGREEMENTS .....4**  
Section 2.1 Authority to Certify and Expectations .....4  
Section 2.2 Receipts and Expenditures of Sale Proceeds .....7  
Section 2.3 Purpose of Bonds .....7  
Section 2.4 Facts Supporting Tax-Exemption Classification .....7  
Section 2.5 Facts Supporting Temporary Periods for Proceeds .....8  
Section 2.6 Resolution Funds at Restricted or Unrestricted Yield .....8  
Section 2.7 Pertaining to Yields.....9  
**ARTICLE III REBATE .....9**  
Section 3.1 Records .....9  
Section 3.2 Rebate Fund .....9  
Section 3.3 Exceptions to Rebate.....10  
Section 3.4 Calculation of Rebate Amount.....11  
Section 3.5 Rebate Requirements and the Bond Fund.....11  
Section 3.6 Investment of the Rebate Fund .....12  
Section 3.7 Payment to the United States .....12  
Section 3.8 Records .....12  
Section 3.9 Additional Payments .....13  
**ARTICLE IV INVESTMENT RESTRICTIONS.....13**  
Section 4.1 Avoidance of Prohibited Payments.....13  
Section 4.2 Market Price Requirement .....13  
Section 4.3 Investment in Certificates of Deposit .....13  
Section 4.4 Investment Pursuant to Investment Contracts and Agreements .....14  
Section 4.5 Records .....16  
Section 4.6 Investments to be Legal .....16  
**ARTICLE V GENERAL COVENANTS .....16**  
**ARTICLE VI AMENDMENTS AND ADDITIONAL AGREEMENTS .....17**  
Section 6.1 Opinion of Bond Counsel; Amendments .....17  
Section 6.2 Additional Covenants, Agreements .....17  
Section 6.3 Internal Revenue Service Audits .....17  
Section 6.4 Amendments .....17  
**ARTICLE VII QUALIFIED TAX EXEMPT OBLIGATIONS.....17**  
**EXHIBIT A**  
**EXHIBIT B**

## TAX EXEMPTION CERTIFICATE

### CITY OF DALLAS CENTER, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on October 25, 2022, by the City of Dallas Center, County of Dallas, State of Iowa (the "Issuer").

#### INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

#### ARTICLE I

##### DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the Loan Agreement dated October 25, 2022, between the Issuer and the Purchaser, as the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Bonds" means the \$2,900,000 aggregate principal amount of General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022, of the Issuer issued in registered form pursuant to the Resolution.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.
- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$2,900,000, as set forth in Exhibit A.
- "Issuer" means the City of Dallas Center, a municipal corporation in the County of Dallas, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means the designing, constructing, equipping, and maintaining a new community swimming pool and bathhouse, including all related site improvements as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.
- "Purchaser" means Pinnacle Public Finance, Inc. constituting the initial purchaser of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on October 11, 2022, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the Bond Purchase Agreement.

## ARTICLE II

### SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

#### Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.
- (b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.
- (c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchaser as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably

expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.



## Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds of \$2,900,000, received at Closing are expected to be deposited and expended as follows:

(a) \$ -0- representing pre-issuance accrued interest will be deposited into the Bond Fund and will be used to pay a portion of the interest accruing on the Bonds on the first interest payment date; and

(b) \$ -0- representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(c) \$ 2,900,000 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds; and

## Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of designing, constructing, equipping, and maintaining a new community swimming pool and bathhouse, including all related site improvements.

## Section 2.4 Facts Supporting Tax-Exemption Classification

### Governmental Bonds

#### Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

#### Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit.

- (b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 3.894396 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United

States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

### Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- \$5,000,000 Small Issuer Exception

The reasonably anticipated amount of tax-exempt bonds (other than private activity bonds) which will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year will not exceed \$5,000,000.

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 7%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

#### Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

#### Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

### Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

### Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

### Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of

maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

### Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

## ARTICLE IV

### INVESTMENT RESTRICTIONS

#### Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

#### Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

#### Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in any

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.



(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

#### Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

#### Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

### ARTICLE V

#### GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

## ARTICLE VI

### AMENDMENTS AND ADDITIONAL AGREEMENTS

#### Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

#### Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

#### Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

#### Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

## ARTICLE VII

### QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022, dated October 25, 2022. (Issue covered by this Certificate).

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

None

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

None

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

None

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

\_\_\_\_\_  
City Clerk/Treasurer, City of Dallas Center,  
State of Iowa

(SEAL)

EXHIBIT "A"

CITY OF DALLAS CENTER, IOWA  
\$2,900,000  
GENERAL OBLIGATION LOCAL OPTION SALES AND SERVICES  
TAX CAPITAL LOAN NOTES, SERIES 2022

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of Pinnacle Public Finance, Inc. (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Bonds").

1. **Purchase of the Bonds.** On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \$2,900,000. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the City of Dallas Center, Iowa (the "Issuer") pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. **Defined Terms.**

a) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

b) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate to which this certificate is attached and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. ("Bond Counsel") in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds, provided, however, that (a) the Purchaser is

certifying only as to facts in existence on the date hereof, (b) nothing herein represents the Purchaser's interpretation of any laws, including without limitation any provisions of the Code or the Treasury Regulations thereunder, (c) the Purchaser makes no representation as to the legal sufficiency of the representations of fact set forth herein, and (d) the Purchaser makes no representations as to any conclusions of law made by Bond Counsel with respect to the Bonds.

PINNACLE PUBLIC FINANCE, INC., as  
Purchaser

By: \_\_\_\_\_

Name: Cathleen D. Jimenez  
Title: Managing Director/Executive Vice  
President

Dated: October 25, 2022.

EXHIBIT "B"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the \_\_\_\_\_ of City of Dallas Center, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Dallas Center, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$2,900,000 General Obligation Local Option Sales and Services Tax Capital Loan Notes, Series 2022, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Bonds will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF DALLAS CENTER, STATE OF IOWA

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ORDINANCE NO. 582**

**AN ORDINANCE AMENDING SECTION 170.16(3) OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, TO CORRECT THE REFERENCE TO THE REQUIRED WIDTH OF SIDEWALKS IN SUBDIVISIONS AS FIVE FEET**

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

**SECTION 1.** Section 170.16(3) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is amended to read as follows:

3. Provision for Sidewalks. Following the issuance of a building permit, but prior to the issuance of a certificate of zoning compliance, each individual property owner within the subdivision shall construct sidewalks on the owner's property. Sidewalks shall be minimum of five feet in width and shall be constructed of Portland cement concrete in accordance with the designs and specifications approved by the Council, at grades approved by the City Engineer and otherwise in compliance with all sidewalk requirements contained within this Code of Ordinances. The subdivider must include within protective covenants or restrictions a provision which states:

*It is the responsibility of each individual property owner within the subdivision, and not the subdivider, to construct sidewalks on the owner's property. Sidewalks shall be minimum of five feet in width and shall be constructed of Portland cement concrete in accordance with the designs and specifications approved by the Council, at grades approved by the City Engineer, and otherwise in compliance with all of the City's sidewalk requirements contained in the Code of Ordinances of the City of Dallas Center. The City will not issue a certificate of zoning compliance, and no structure may be occupied, until the sidewalk construction has been completed and approved by the Building Official.*

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

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

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

Passed by the City Council on the 11<sup>th</sup> day of October, 2022, and approved the 11<sup>th</sup> day of October, 2022.

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Danny Beyer, Mayor

ATTEST:

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Shellie Schaben, City Clerk





Andrew Albers  
CDI  
2000 O'Neil Rd., Suite 100  
Hudson, WI 54016

Prepared for: City of Dallas Center  
Quote #: 187791v.1  
Quote Date: 9/9/2022

### Annual Breakdown

	Year 1	Year 2	Year 3	Year 4
<b>Total Software</b>	\$ .00	-	-	-
<b>Total Maintenance</b>	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
<b>Total Services</b>	\$7,400.00	\$ .00	\$ .00	\$ .00
<b>*TOTAL</b>	\$13,400.00	\$6,000.00	\$6,000.00	\$6,000.00
<i>*Tax not included</i>				

### Software & Annual Maintenance

Product	Software Quantity	Soft. Unit Cost	Maint. Unit Cost	Total
Laserfiche Cloud Starter Users 1-50 (CLENF1)	3.00	\$ .00	\$600.00	\$1,800.00
Laserfiche Cloud Public Portal Up To 10,000 Views per Month (CLPPAL-10)	1.00	\$ .00	\$4,200.00	\$4,200.00
			Software:	\$ .00
			Maintenance:	\$6,000.00
			Tax:	\$ .00
			<b>Total:</b>	<b>\$6,000.00</b>

### Services

Service	Service Quantity	Service Unit Cost	Total
Gold Support Package (40 hours) (CD6000) <i>Laserfiche Cloud setup, configuration, consulting, and training.</i>	1.00	\$7,400.00	\$7,400.00
		Service:	\$7,400.00
		Tax:	\$ .00
		<b>Total:</b>	<b>\$7,400.00</b>

