

**NOTICE OF A PUBLIC MEETING**  
**Dallas Center City Council**  
**Tentative Agenda**  
**December 13, 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/81626575716>

If a Zoom user has the Zoom app, just enter the meeting ID **816 2657 5716** and the passcode is 506074

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is **816 2657 5716**, the passcode is **506074**: 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 Ordinance No. 584 –** establishing a front yard depth requirement in the E-1 District adjacent to a highway. Each person will have up to five minutes to comment on **Ordinance No. 584**

**PUBLIC HEARING – on an amendment for the City's Fiscal Year 2023 Budget.** Each person will have up to five minutes to comment on the **City's FY 2023 Budget**

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 Council minutes of November 8<sup>th</sup> regular meeting and November 15<sup>th</sup> and November 23<sup>rd</sup> special meetings
  - b. November Treasurer's Report, Balance Sheet, and Budget Report
  - c. November Law Enforcement, Fire/Rescue, Compliance and Water Reports
  - d. Outdoor Community Swimming Pool Construction Project – action to approve Pay Estimate No. 4 – Sande Construction & Supply Co. - \$558,125.00
  - e. Approve Mayor's reappointment of Dianne Erickson to the Property Maintenance Appeal Board – term expires December 31, 2025.
  - f. Approve Mayor's reappointment of Shelley Horak to the Parks & Recreation Board – term expires December 31, 2025.
  - g. Approve the Mayor's appointment of Amy Sonntag to the Parks and Recreation Board to fill the vacancy created by Nadine Stille's resignation, term expires December 31, 2025.
  - h. Accept resignation of Lauri Hart from the Planning and Zoning Commission effective November 30, 2022.
  - i. Hire Joshua Tiffany as a Public Works Operations Specialist at \$25/hour effective January 1, 2023 pending background check
  - j. Approve application for the Trees Please grant.
  - k. Approve renewal application for Tree City designation

- l. Approve invoices for payment (review committee Beaudet and Strutt)
6. Discussion and possible action on citizen's request for a crosswalk across Highway 169 between Cross Country Estates and Country Living Estates
7. Parks and Recreation Board
  - a. Update on CAT Grant priorities
  - b. Action on Resolution 2022-104 – approving contract with TruGreen Commercial
8. Planning and Zoning Commission
  - a. Report – Matt Ostanik
  - b. Action on Ordinance No. 584 – establishing a front yard depth requirement in the E-1 District adjacent to a highway, first reading
9. Public Works
  - a. Director's Report
10. Dallas Center Outdoor Community Swimming Pool Construction Project
  - a. Engineer's Report
  - b. Action to set public hearing on granting an easement to MidAmerican Energy Company for 7 p.m. on January 10, 2023
11. Highway 44 Distribution Main Replacement- Phase 1
  - a. Engineer's Report on preconstruction conference
  - b. Action on Resolution 2022-106 – providing for acquiring perpetual and permanent water main easement and temporary construction easement across one property for the Project
12. City Engineer – other matters
13. Animal Shelter Services Agreement
  - a. Action to terminate existing Agreement with Animal Rescue League of Iowa and directing the Clerk to give required 60 days' notice
  - b. Action on Resolution 2022-102 – approving a 28E Agreement with AHeinz57 Pet Rescue and Transport, Inc. for Animal Shelter Services
14. Action on Ordinance No. 583 - increasing the water rate charged by the City effective January 16, 2023, second reading
15. Action to extend existing farm cash rent lease for area around Public Works building for one additional year to February 28, 2024, under the same terms as with the current tenant Lance Studder
16. City Administrator Reports
  - a. Action to approve promotion of Brett Kaszinski to Assistant Public Works Director at \$29.92/hour effective December 24, 2022
  - b. Action to approve pay increase for April Scrivner to \$21.00/hr effective December 24, 2022
  - c. Action on Resolution 2022-103 – transfer of funds between accounts
  - d. Action on Resolution 2022-105 – approving Amendment No. 1 to the Fiscal Year 2022-2023 Dallas Center City Budget
  - e. Action on Resolution 2022-107 – correcting a scrivener's error in Resolution 2021-38 relating to paid holidays
  - f. CD renewal information
  - g. Budget workshops January 3<sup>rd</sup> and 4<sup>th</sup> at 6:30 pm
  - h. Action on Resolution 108 – approving radon mitigation proposal in an amount not to exceed \$2,000
17. Discussion and possible action on letter of intent with red lion renewables for solar project
18. Annexation Discussion/Update
19. Council reports
20. Mayor's report
21. Adjournment

Shellie Schaben, City Clerk

Claims

A King's Throne, Llc	November Service	\$352.50
Access Systems	Copier	\$44.57
Access Systems Leasing	Copier	\$366.21
Adel Auto Parts	Supplies	\$390.01
Agsourc Coop Services	Tests	\$1,401.50
Ahlers & Cooney, Pc	Bonds	\$15,150.00
Ameriserv Radon Mitigation	Radon Testing	\$675.00
April Scrivner	Mileage	\$58.13
Baker & Taylor Co.	Books	\$103.87
Bay Bridge Administrators	Insurance	\$150.63
Boland Recreation	Playground Equip	\$17,600.00
Brown, Fagen & Rouse	Dec Serv	\$3,044.00
Capital City Equipment Co	Supplies	\$481.65
Centurylink	Nov Serv	\$773.14
Chapman And Cutler Llp	Bonds	\$6,500.00
Cindy Riesselman	Mileage	\$70.00
Cj Cooper & Associates	Annual Serv	\$280.00
Core & Main	Supplies	\$39.50
Crossroads Ag, Llc	Supplies	\$135.00
Culligan Water System	Dec Serv	\$12.56
Dallas Center Post Office	Postage	\$1,400.00
Dallas Cnty Local Housing Trst	Annual Serv	\$1,901.00
Dallas County Treasurer	Nov Serv	\$18,538.69
Delta Dental	Insurance	\$57.70
Delta Dental	Insurance	\$565.06
Des Moines Steel Fence Co	Electric Gate	\$26,315.00
Digital Stew Services	Nov Serv	\$195.30
Eddie Leedom	Nov Serv	\$711.31
Eftps	Taxes	\$4,639.11
Eftps	Taxes	\$61.20
Eftps	Taxes	\$3,463.34
Eftps	Taxes	\$4,025.31
Gatehouse- Db Iowa Holdings	Publications	\$709.05
Gis Benefits	Insurance	\$59.82
Gis Benefits	Insurance	\$9.18
Golden West Industrial Supply	Supplies	\$512.62
Heartland Co-Op	Nov Serv	\$2,460.41
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Riesselman, Cindy	Hsa	\$165.30
Hsa Riesselman, Cindy	Hsa	\$124.70
Hsa Schaben, Michele	Hsa	\$100.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$200.00
Hudson Law Firm	Nov Serv	\$70.00

Iowa Finance Authority	Bonds	\$28,950.00
Iowa Finance Authority	Bonds	\$9,380.00
Ipers	Ipers	\$8,341.52
Iron Mountain	Nov Serv	\$92.21
Karen Mccleary	Nov Serv	\$675.00
Koch Office Group	Copies	\$57.83
Leaf	Copier	\$159.72
Linde Gas & Equipment Inc.	Nov Serv	\$40.10
Micromarking Lc	Books	\$413.47
Midamerican Energy	Nov Serv	\$5,701.47
Midamerican Energy	Nov Serv	\$636.48
Midamerican Energy	Pool Electrical Ext	\$23,087.13
Minburn Communications	Dec Serv	\$54.99
Municipal Supply Inc	Supplies	\$2,602.00
Nationwide Retirement Sol	Deferred Comp	\$225.00
Nationwide Retirement Sol	Deferred Comp	\$225.00
Nationwide Retirement Sol	Deferred Comp	\$225.00
Occupational Health Centers	Preemployment	\$178.00
Odp Business Solutions Llc	Supplies	\$238.03
Plumb Supply Company - Wk	Tools	\$17.61
Rhinehart Excavating, Inc	Supplies	\$1,781.76
Rotary Club Of Dallas Center	Dues	\$68.02
Sande Construction Supply	Pool	\$558,125.00
Smith, Tracey	Easement	\$200.00
Spartan Tool Llc	Supplies	\$465.45
Strauss Security Solutions	Repairs	\$150.00
Tallgrass Land Stewardship	Reissue Check	\$313.50
Treasurer - State Of Iowa	Taxes	\$1,996.00
Treasurer - State Of Iowa	Taxes	\$1,029.92
Treasurer - State Of Iowa	Taxes	\$2,115.97
Uhs Premium Billing	Insurance	\$898.19
Uhs Premium Billing	Insurance	\$9,099.36
Uline	Supplies	\$161.29
Umb Bank Na	Bonds	\$34,128.75
Umb Bank Na	Bonds	\$4,646.25
Umb Bank Na	Bonds	\$6,707.00
Usa Blue Book	Supplies	\$955.43
Veenstra & Kimm	Oct Serv	\$10,574.58
Ventilation Services Of	Sewer Lining	\$122,595.00
Verizon Wireless	Nov Serv	\$280.07
Waste Management	Nov Serv	\$21,984.70
Waters Edge Aquatic Design	Pool	\$1,552.50
Wells Fargo	Supplies/Postage	\$903.43
	Accounts Payable Total	\$976,095.10

General	\$93,529.59
Rut	\$2,315.94
T&A(Eb)	\$11,719.54
Burnett Project	\$17,600.00
Debt Service	\$50,215.75
Cap Improve Pool	\$590,589.01
Cap Imprv-American Rescue	\$122,595.00
Water	\$47,175.21
Water Capital Outlay	\$341.00
Sewer	\$39,711.85
Storm District	\$232.21
Drainage District 76	\$70.00
Total Funds	\$976,095.10

Revenues

General Total	\$771,651.82
T&A(FT) Total	\$41,611.61
T&A(SC) Total	\$16.96
Capital Improvement Total	\$78,929.82
T&A(SI) Total	\$483.26
Rut Total	\$112,494.85
T&A(EB) Total	\$81,381.01
Local Option Sales Tax Total	\$275,224.67
TIF Total	\$101,500.48
Trees Total	\$18,075.67
Burnett Project Total	\$847.46
T&A(Burnett Cap Improve) Total	\$62.64
Debt Service Total	\$174,877.20
Cap Improve Pool Total	\$4,167,662.96
Cap Imprv-American Rescue Total	\$133,920.46
T&A(B) Total	\$15.84
T&A(Y) Total	\$15.72
Water Total	\$225,134.87
Sewer Total	\$221,760.15
Storm District Total	\$24,499.24
Total Revenue by Fund	\$6,430,166.69

The Dallas Center City Council met in regular session November 8, 2022, at 7:00 pm. Mayor Beyer called the meeting to order and led the Pledge of Allegiance. Council members present included Ryan Kluss, Amy Strutt, Ryan Coon, Angie Beaudet and Daniel Willrich. Also present were City Administrator Cindy Riesselman, City Attorney Ralph Brown and City Engineer Bob Veenstra.

Mayor Beyer congratulated the city employees and council on the hard work they have done in reaching 100 resolutions in 2022.

Motion by Kluss, 2<sup>nd</sup> by Coon to approve agenda. Motion passed 5-0.

### **Public Comments**

Bob Haxton had several comments regarding city property tax levy rates

Robert Dirks addressed the council regarding the paving of Fair View Drive.

Julie Becker stated multiple concerns.

Meg Dickinson stated her appreciation to the City for their hard work. She also wanted to make the council aware that the terms of the Seasonal Fun Committee members will be expiring and has asked the City for their assistance.

Mike Buckalew shared his positive comments regarding the construction of the swimming pool.

Willrich stated 390 hours of law enforcement service was provided (320 hours are required) which is 22% above the agreement. Motion by Coon, 2<sup>nd</sup> by Beaudet to approve consent agenda: [Approve minutes of October 11th Council meetings; October Treasurer's Report, Balance Sheet, and Budget Report; October Law Enforcement, Fire/Rescue, Compliance and Water Reports; Outdoor Community Swimming Pool Construction Project – action to approve Pay Estimate No. 3 – Sande Construction & Supply Co. - \$389,500.00; Approve Seasonal Fun Committee's request for street closing on December 3, 2022; Action to approve hiring Darla MacConnell as a seasonal ice-skating rink operator at \$12.75/hr effective November 9, 2022; Approve reappointment of Mark Hersch to the E911 Board; Approve reappointment of Mike Howell as an alternate to the E911 Board; Approve reappointment of Mark Hersch as the Mayor's alternate to the Dallas County Emergency Management Board; Accept the resignation of Joel Hofland from the Public Works Department effective November 11, 2022.; Approve Fire Department request to purchase 2 tablets through Verizon for fire trucks in an amount not to exceed \$2,400 (These devices will replace the current hot spots and will have monthly data charges); Approve invoices for payment (review committee Willrich and Strutt)]. Motion passed 5-0.

Mayor Beyer thanked Joel Hofland for his many years of service in the Public Works department.

Dallas County Sheriff Adam Infante introduced himself to the council and gave an overview of the sheriff's department.

James (Jamie) M. Myers with Paramount and Destination Homes addressed the council regarding paving Fair View Drive south of Hickory Court. Jamie mentioned that they have struggled to sell homes in a certain price point because the road is not paved. Paul Barnes and Debra McGee, two realtors from Iowa Realty, offered feedback they've heard from their clients. The Mayor reviewed the Street Improvement Plans for FY 2023/2024 and FY 2024/2025.

### **Planning and Zoning Commission**

Matt Ostanik gave an overview of Planning & Zoning's last meeting and discussion regarding E1 set backs. The commission recommends moving forward with Ordinance 584. He also stated that they are researching park requirements in new developments.

### **Ordinance No 584**

Review proposed Ordinance No. 584 – establishing a front yard depth requirement in the E-1 District adjacent to a highway. Motion by Kluss, 2<sup>nd</sup> by Coon to set a public hearing on proposed Ordinance No. 584 for 7 p.m. on December 13, 2022. Motion passed 5-0.

### **Parks and Recreation Board**

Bob King provided an update on CAT Grant priorities, and he stated that the playground equipment will be assembled in Mound Park tomorrow.

A request for proposal is being prepared for the mural in the Pocket Park. Once the One Call locates were completed, it is apparent that the original plans will need to change for the Pocket Park.

The Council agreed with King's assessment of the survey that was done and gave their consent for him to move forward. King hopes to approach citizens for donations for the pool and will work with Veenstra and Kimm on community pool priorities.

City Attorney Ralph Brown reviewed Zoning Code Section 165.45 (Wind Energy Conversion Systems). Council took no action.

### **Public Works**

Brett Kaszinski with the Public Works Department reported that the sewer lining project has started, and a couple have already been completed. Street sweeping continues and will be completed soon. The warranty work on Hatton was completed. Kluss requested that Public Works Director Brian Slaughter review options for Fair View street paving.

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

City Engineer Bob Veenstra shared drone pictures of the current progress of the community pool. Sande Construction hopes to get the shell poured by winter. Veenstra mentioned that if slides are going to be installed, the decision needs to be made in the near future as different foundations will need to be poured to support slides.

### **Capital Improvement Plan**

Veenstra indicated that the Capital Improvement Plan is a road map and can be changed.

Motion by Coon, 2<sup>nd</sup> by Kluss to approve Resolution 2022-100 for a six-year Capital Improvements Program beginning July 1, 2022. Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Willrich to approve Ordinance No. 583 - increasing the water rate charged by the City effective January 16, 2023, first reading. Roll call all ayes, motion passed.

### **Annual TIF Report**

City Administrator Cindy Riesselman reviewed the annual TIF report.

Motion by Kluss, 2<sup>nd</sup> by Strutt to approve Resolution 2022-95– authorizing and creating TIF indebtedness and amending Resolution No. 2022-71. Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Strutt to approve Resolution 2022-96 – decertifying certain TIF indebtedness. Roll call all ayes, motion passed.

Motion by Coon, 2<sup>nd</sup> by Strutt to establish TIF revenue request for FY 2023-2024 in the amount of \$200,000. Motion passed 5-0.

Motion by Kluss, 2<sup>nd</sup> by Coon to approve Resolution 2022-97 – approving the 2022 annual TIF report to the State of Iowa. Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Beudet to approve Resolution 2022-98 – amending Resolution No. 2022-94 by amending and clarifying the levy of annual tax as set forth in that resolution. Roll call all ayes, motion passed.

Motion by Coon, 2<sup>nd</sup> by Beudet to approve Resolution 2022-99 – approving the form of the amended Section 125 Cafeteria Plan (last approved by Resolution 2021-66). Roll call all ayes, motion passed.

Motion by Kluss, 2<sup>nd</sup> by Strutt to approve Resolution 2022-101 – approving FY 2023 fund transfers. Roll call all ayes, motion passed.

Motion by Coon, 2<sup>nd</sup> by Kluss to approve cost increase of \$2,350 for Laserfiche due to enhanced features. Motion passed 5-0.

**Annexation Discussion/Update**

Mayor Beyer indicated he hopes to get together with the committee after the holiday.

**Mayor's report**

Reminder of FY 2023-2024 budget strategy discussion meeting (Tuesday, November 15 at 6:30 p.m.)

The meeting adjourned at 8:13 pm.

Shellie Schaben, City Clerk

**Claims**

A King's Throne, LLC	Oct Serv	\$472.50
Access Systems Leasing	Copier	\$845.82
Access Systems	Copier	\$44.57
AccuJet	Storm Piping	\$5,629.31
Adel Auto Parts	Supplies	\$796.22
AgSource Coop Services	Sewer Tests	\$1,017.25
Arnold Auto Supply	Supplies	\$200.28
Baker & Taylor Co.	Books	\$598.28
Bay Bridge Administrators	Insurance	\$100.42
Boland Recreation	Equipment	\$37,289.25
Brown, Fagen & Rouse	Nov Serv	\$3,054.00
Centurylink	Oct Serv	\$768.59
Civicplus, Inc	Website	\$2,205.00
CJ Cooper & Associates	Testing	\$220.00
Occupational Health Centers	Testing	\$165.00
Core & Main	Supplies	\$257.50
Culligan Water System	Nov Serv	\$37.16
Dallas County Treasurer	Oct Serv	\$18,538.69
Delta Dental	Insurance	\$38.60
Delta Dental	Insurance	\$627.20
Digital Stew Services	Nov Serv	\$195.30
Division Of Labor	Elevator	\$175.00
EBSCO	Books	\$1,232.71
EFTPS	Taxes	\$4,129.58
EFTPS	Taxes	\$3,952.03
Elite Electric & Utility	Electrical	\$11,600.00
Elite Electric & Utility	Siren Electrical	\$778.95
Emergency Medical Products	Supplies	\$151.49
Gatehouse- Db Iowa Holdings	Publications	\$1,606.87
GIS Benefits	Insurance	\$39.88
GIS Benefits	Insurance	\$33.42
Grainger	Supplies	\$258.26



GIS Workshop, LLC	Software	\$7,043.00
Heartland Co-Op	Oct Serv	\$1,152.38
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
Hudson Law Firm	Oct Serv	\$70.00
Iowa Firefighters Assoc.	Annual Dues	\$476.00
Iowa One Call	Sept Serv	\$190.80
Iowa Prison Industries	Street Signs	\$217.36
Iowa Rural Water Association	2023 Dues	\$275.00
IPERS	IPERS	\$5,879.57
Iron Mountain	Oct Serv	\$91.27
Karen McCleary	Oct Serv	\$675.00
Kempker's True Value	Supplies	\$35.94
Kimball Midwest	Supplies	\$68.75
Leaf	Copier	\$189.44
Eddie Leedom	Oct Serv	\$586.74
Linde Gas & Equipment Inc.	Oct Serv	\$39.42
Manatts	Street Repairs	\$1,552.00
Marshall McCalley	Repairs	\$1,070.00
Menards	Supplies	\$308.98
Merrit Company	Supplies	\$66.45
Mid Iowa Seeds LLC	Supplies	\$170.48
MidAmerican Energy	Oct Serv	\$28,964.03
Minburn Communications	Oct Serv	\$54.99
Mosquito Control of Iowa	Oct Serv	\$8,335.00
Moss Bros, Inc	Repairs	\$89.13
Municipal Supply Inc	Supplies	\$2,851.51
Napa Auto Parts	Supplies	\$397.33
Nationwide Retirement	Deferred Comp	\$225.00
Nationwide Retirement	Deferred Comp	\$225.00
ODP Business Solutions LLC	Supplies	\$351.67
Otis Elevator Company	Maint	\$817.40
Overhead Door Co, Of DSM	Repairs	\$125.00
Piper Sandler	Oct Serv	\$40,600.00
Rhinehart Excavating, Inc	Oct Serv	\$1,250.00
Cindy Riesselman	Mileage	\$87.50
Rinker Materials	Supplies	\$1,992.00
Treasurer - State of Iowa	Taxes	\$2,060.65
Treasurer - State of Iowa	Taxes	\$1,043.34
Sande Construction Supply	Pool Pay Estimate #3	\$389,500.00
Schaben, Shellie	Mileage	\$37.50
Shattuck/Rpm Inc.	Supplies	\$168.00
South Dallas County Landfill	Oct. Serv	\$2,195.00

Spurgeon Manor Inc	Repairs	\$564.13
State Hygienic Laboratory	Sewer Test	\$20.00
Storey Kenworthy/Matt Parrott	Supplies	\$188.96
Strauss Security Solutions	Supplies	\$208.40
ULine	Supplies	\$579.87
UMB Bank Na	Bond Fee	\$600.00
UMB Bank Na	Bond Fee	\$500.00
UHS Premium Billing	Insurance	\$496.12
UHS Premium Billing	Insurance	\$10,239.08
Unplugged Wireless	Supplies	\$3,269.20
USA Blue Book	Supplies	\$113.77
Veenstra & Kimm	Oct. Serv	\$12,841.77
Verizon Wireless	Oct Serv	\$280.07
Treasurer - State of Iowa	Taxes	\$1,329.00
Healthequity, Inc.	Annual Fee	\$485.00
Waste Management	Oct Serv	\$21,915.10
Waters Edge Aquatic Design	Oct Serv	\$4,657.50
Wells Fargo	Postage/Supplies	\$1,181.08
Buse & Vrieze LLC	Oct Serv	\$585.00
Xylem Ltd	Supplies	\$2,021.40
Ziegler Inc	Oct Serv	\$848.41
	Accounts Payable Total	\$662,301.62

General	\$171,061.35
Capital Improvement	\$1,890.00
RUT	\$2,475.30
T&A (EB)	\$12,330.97
Debt Service	\$600.00
CAP Improve Pool	\$424,628.12
Water	\$17,126.74
Water Capital Outlay	\$1,122.28
Sewer	\$11,469.19
Storm District	\$19,527.67
Drainage District 76	\$70.00
Total Funds	\$662,301.62

#### Revenues

General Total	\$386,295.51
T&A (FT) Total	\$18.79
T&A (SC) Total	\$4.69
Capital Improvement Total	\$255.22
T&A (SL) Total	\$25.81
RUT Total	\$21,997.28
T&A (EB) Total	\$65,375.83
Local Option Sales Tax Total	\$32,039.15
TIF Total	\$76,212.29
Trees Total	\$21.92

Burnett Project Total	\$235.96
Debt Service Total	\$107,886.83
CAP Improve Pool Total	\$2,903,879.53
CAP Imprv-American Rescue Total	\$323.84
T&A (B) Total	\$4.38
T&A (Y) Total	\$4.35
Water Total	\$43,328.51
Sewer Total	\$38,326.62
Storm District Total	\$4,816.24
Total Revenue by Fund	\$3,681,052.75

The Dallas Center City Council met in special session November 15, 2022, at 6:34 pm. Mayor Beyer called the meeting to order. Council members present included Ryan Coon, Daniel Willrich, Ryan Kluss, Amy Strutt and Angie Beaudet was present via Zoom. Also present were City Administrator Cindy Riesselman and City Attorney Ralph Brown

Motion by Kluss, 2<sup>nd</sup> by Strutt to approve the agenda. Motion passed 5-0.

City Attorney Ralph Brown made the council aware of a new lawsuit filed by Julie Becker against the Board of Adjustment appealing the Board's October 3, 2022 Decision making the 2020 Exception granted to Jeff and Karmen Weddle permanent – insurance defense with a \$2,000 deductible. Shawn O'Brien has been assigned to represent the City.

Motion by Kluss, 2<sup>nd</sup> by Coon to approve check to Region XII in the amount of \$20 for Planning & Zoning Workshop.

Council discussed the 2023 health and dental insurance renewal and increase and the fact that our renewal is in line with the market trend. Motion by Coon, 2<sup>nd</sup> by Strutt to approve UnitedHealthCare HSA CW-NJ insurance plan for 2023 with a slight increase in the deductible amounts. All employee contributions will remain the same and the City will contribute \$5,000/family and \$2,500/single into each employee's HSA account; and approving Delta Dental Premier Plan B Plus with the City paying the same percentage as health coverage. Motion passed 5-0.

#### **Budget Strategy Session**

Council discussed the FY24 budget strategy including LOST revenues, the fact that the levy rate may fluctuate, and they would like to have \$400,000 in general fund reserves. They also discussed that several large infrastructure projects have been completed over the last 6 years and the next project will be the well exploration. Council took no action and will hold budget workshops in January.

The meeting adjourned at 7:03 pm.

Shellie Schaben, City Clerk

The Dallas Center City Council met in special session November 23, 2022, at 7:30 am. Mayor Beyer called the meeting to order. Council members present included Ryan Coon, Daniel Willrich, Ryan Kluss, and Angie Beaudet. Amy Strutt was present via Zoom. Also present were City Administrator Cindy Riesselman and City Attorney Ralph Brown.

Motion by Coon, 2<sup>nd</sup> by Kluss to approve the agenda. Motion passed 5-0.

The Parks and Recreation Board requested permission to apply for the AARP grant in the amount of \$5,000.00. They indicated the money would be used for lighting in the Farmland Pocket Park. Attorney Brown indicated that the City may need to get an easement from Dallas Mutual for the painting as well as the electrical that would be placed to their wall. Motion by Coon, 2<sup>nd</sup> by Beaudet to approve the AARP grant application in the amount of \$5,000.00.

The meeting adjourned at 7:33 am.

Shellie Schaben, City Clerk

**TREASURER'S REPORT**  
**CALENDAR 11/2022, FISCAL 5/2023**

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	644,008.34	186,766.72	262,168.88	.00	568,606.18
011 T&A (PD) BENEVOLENT	.00	.00	.00	.00	.00
015 T&A(FT)	370,461.87	41,574.17	.00	.00	412,036.04
021 T&A(SC)	13,861.19	7.61	.00	.00	13,868.80
029 CAPITAL IMPROVEMENT	210,029.28	78,420.37	74,699.32	.00	213,750.33
041 T&A(SL)	7,523.01	122.97	.00	.00	7,645.98
110 RUT	83,276.98	20,872.90	4,126.20	.00	100,023.68
112 T&A(EB)	93,849.21	4,420.58	17,728.30	.00	80,541.49
119 EMERGENCY LEVY FUND	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	718,167.59	60,518.11	526,773.20	.00	251,912.50
125 TIF	88,580.18	5,074.06	61,528.42	.00	32,125.82
161 TREES	18,040.12	35.55	.00	.00	18,075.67
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	269,170.86	309.14	37,289.25	.00	232,190.75
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	237,654.87	17,293.39	40,835.75	.00	214,112.51
301 CAP IMPROVE WASTEWATER	.00	.00	.00	.00	.00
305 PLAYGROUND EQUIPMENT	.00	.00	.00	.00	.00
308 CAP IMPROVE - LIBRARY	.00	.00	.00	.00	.00
309 CAP IMPROVE POOL	3,192,477.99	603,348.41	401,540.99	.00	3,394,285.41
310 CAP IMPRV-AMERICAN RESCUE	266,491.59	525.13	.00	.00	267,016.72
501 T&A(B)	15,607.78	7.11	.00	.00	15,614.89
502 T&A(Y)	13,577.34	7.05	.00	.00	13,584.39
600 WATER	504,827.47	45,203.61	41,752.42	.00	508,278.66
602 WATER CAPITAL OUTLAY	238,297.70	.00	1,122.28	.00	237,175.42
610 SEWER	721,911.16	39,255.67	30,113.05	.00	731,053.78
740 STORM DISTRICT	50,088.86	5,005.45	7,927.67	.00	47,166.64
760 DRAINAGE DISTRICT 76	.00	.00	70.00	.00	70.00
Report Total	7,757,903.39	1,108,768.00	1,507,675.73	.00	7,358,995.66

**BALANCE SHEET**  
**CALENDAR 11/2022, FISCAL 5/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	5,248.91	39,828.67
011-000-1110	CHECKING-T&A(PD) BENEVOLENT	.00	.00
015-000-1110	CHECKING-T&A(FT)	.00	.00
021-000-1110	CHECKING-T&A(SC)	.00	.00
029-000-1110	CHECKING-DEPR POLICE	.00	.00
029-000-1111	CHECKING-DEPR NON RUT EQUIP	.00	.00
029-000-1112	CHECKING-DEPR PARK	.00	.00
029-000-1113	CHECKING-DEPR SWIM POOL	.00	.00
029-000-1114	CHECKING-DEPR P/W BLDG	.00	.00
029-000-1115	CHECKING-DEPR FD EQUIP	.00	.00
029-000-1116	CHECKING-DEPR MEMORIAL HALL	.00	.00
041-000-1110	CHECKING-T&A(SL)	16.69-	.00
110-000-1110	CHECKING-RUT	.00	.00
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	28,420.71-	23,087.06
119-000-1110	CHECKING-EMERG LEVY	.00	.00
121-000-1110	CHECKING-LOST	.00	.00
121-000-1112	CHECKING-LOST SWIM POOL	.00	.00
125-000-1110	CHECKING-TIF	.00	.00
161-000-1110	CHECKING-TREE FUND	.00	.00
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	.00	.00
167-000-1111	CHECKING-T&A(BURNETT REC/POOL)	.00	.00
168-000-1110	CHECKING-T&A(BURNETT LIBRARY)	.00	.00
169-000-1110	CHECKING-T&A(BURNETT CAP IMP)	.00	.00
177-000-1110	CHECKING-T&A(PD) FORFEITURE	.00	.00
180-000-1110	CHECKING-REC TRAIL	.00	.00
200-000-1110	CHECKING-DEBT SERVICE	9,380.00	9,380.00
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	12,690.29	29,948.29
600-000-1111	CHECKING-WATER SINKING	.00	.00
600-000-1112	CHECKING-T&A(M)	.00	.00
600-000-1113	CHECKING-WATER IMPROVEMENT	.00	.00
600-000-1114	CHECKING-WATER RESERVE	.00	.00
602-000-1110	CHECKING-WATER CAP OUTLAY	.00	.00
610-000-1110	CHECKING-SEWER	15,222.92	34,457.23
610-000-1111	CHECKING-SEWER SINKING	28,950.00	28,950.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	1,075.16	3,763.75
760-000-1110	CHECKING-DRAINAGE DISTRICT 76	.00	.00
	CHECKING TOTAL	44,129.88	169,415.00

**BALANCE SHEET**  
**CALENDAR 11/2022, FISCAL 5/2023**

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	80,651.07-	188,677.51
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.00	.00
015-000-1160	SAVINGS-T&A(FT)	41,574.17	57,036.04
021-000-1160	SAVINGS-T&A(SC)	7.61	3,868.80
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	34,119.10	60,560.92
029-000-1162	SAVINGS-DEPR PARK	2,004.00	2,031.81
029-000-1163	SAVINGS-DEPR SWIM POOL	72,809.32-	.00
029-000-1164	SAVINGS-DEPR P/W BLDG	23,360.42	127,335.20
029-000-1165	SAVINGS-DEPR FIRE	17,046.85	23,822.40
029-000-1166	SAVINGS-DEPR MEMORIAL HALL	.00	.00
041-000-1160	SAVINGS-T&A(SL)	139.66	7,645.98
110-000-1160	SAVINGS-RUT	8,379.20-	36,005.93
110-000-1161	SAVINGS-DEPR RUT EQUIP	25,125.90	64,017.75
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	15,112.99	57,454.43
119-000-1160	SAVINGS-EMERG LEVY	.00	.00
121-000-1160	SAVINGS-LOST	45,744.94	231,185.16
121-000-1162	SAVINGS-LOST SWIM POOL	522,363.70-	.00
121-000-1163	SAVINGS-LOST SINKING	10,363.67	20,727.34
125-000-1160	SAVINGS-TIF	56,454.36-	32,125.82
161-000-1160	SAVINGS-TREE FUND	35.55	18,075.67
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	36,980.11-	157,190.75
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	32,922.36-	204,732.51
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	201,807.42	3,394,285.41
310-000-1160	SAVINGS-CAP IMPRV ARPA	525.13	267,016.72
501-000-1160	SAVINGS-T&A(B)	7.11	3,614.89
502-000-1160	SAVINGS-T&A(Y)	7.05	3,584.39
600-000-1160	SAVINGS-WATER	14,750.56-	410,041.25
600-000-1161	SAVINGS-WATER SINKING	5,511.46	53,747.56
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	1,122.28-	237,175.42
610-000-1160	SAVINGS-SEWER	19,405.30-	401,145.22
610-000-1161	SAVINGS-SEWER SINKING	15,625.00-	53,158.67



**BALANCE SHEET**  
**CALENDAR 11/2022, FISCAL 5/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
610-000-1162	SAVINGS-SEWER RESERVE	.00	.00
610-000-1163	SAVINGS-SEWER IMPROVEMENT	.00	13,342.66
740-000-1160	SAVINGS-STORM DISTRICT	3,997.38-	43,402.89
760-000-1160	SAVINGS-DRAINAGE DISTRICT 76	70.00-	70.00-
	SAVINGS TOTAL	443,037.61-	6,187,480.66
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	398,907.73-	7,358,995.66

**BUDGET REPORT**  
**CALENDAR 11/2022, FISCAL 5/2023**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-110-6010	POLICE-WAGES	.00	.00	.00	.00
001-110-6181	POLICE-CLOTHING	.00	.00	.00	.00
001-110-6210	POLICE-DUES,M'SHIPS, SPE	.00	.00	.00	.00
001-110-6230	POLICE-TRAINING	.00	.00	.00	.00
001-110-6310	POLICE-OFFICE RENTAL/MAI	.00	.00	.00	.00
001-110-6331	POLICE-VEHICLE OPERATION	.00	.00	.00	.00
001-110-6332	POLICE-VEHICLE/EQUIP REP	.00	.00	.00	.00
001-110-6371	POLICE-UTILITIES	.00	.00	.00	.00
001-110-6373	POLICE-TELEPHONE	.00	.00	.00	.00
001-110-6413	PAYMENTS - OTHER AGENCIE	160,891.00	13,449.26	66,927.37	41.60
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	4,168.40	33.87
112-110-6130	POLICE-IPERS	12,181.00	1,015.04	5,045.67	41.42
112-110-6150	POLICE-GROUP INSURANCE	36,963.00	3,080.21	15,400.28	41.66
112-110-6155	POLICE-CITY SHARE HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	1,078.00	89.82	449.10	41.66
112-110-6170	POLICE-UNEMPLOYMENT	190.00	15.80	79.00	41.58
112-110-6181	POLICE-UNIFORM ALLOWANCE	600.00	50.00	250.00	41.67
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	224,211.00	18,538.69	92,319.82	41.18
001-150-6010	FIRE DEPT-SALARIES	10,000.00	.00	3,100.00	31.00
001-150-6150	FIRE DEPT-GROUP INSURANC	800.00	.00	.00	.00
001-150-6210	FIRE DEPT-DUES	500.00	476.00	476.00	95.20
001-150-6230	FIRE DEPT-TRAINING	6,000.00	.00	119.61	1.99
001-150-6310	FIRE DEPT-BUILDING MAINT	3,000.00	.00	.00	.00
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	.00	985.64	32.85
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	.00	4,710.67	42.82
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	139.48	703.95	44.00
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	227.11	934.09	20.76
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	5,000.00	3,269.20	3,269.20	65.38
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	419.25	1,648.92	54.96
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	12,000.00	167.40	62,299.34	519.16
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	237.24	31.01
112-150-6130	FIRE-IPERS	200.00	.00	10.99	5.50
112-150-6150	FIRE-GROUP INSURANCE	.00	.00	.00	.00
112-150-6155	FIRE-CITY SHARE HSA	.00	.00	2.92	.00
112-150-6160	FIRE-WORKER'S COMP	7,200.00	.00	.00	.00
	FIRE TOTAL	88,165.00	4,698.44	78,498.57	89.04
001-170-6407	BUILDING INSPECTION FEES	52,000.00	2,284.00	10,101.60	19.43
	BUILDING INSPECTIONS TOT	52,000.00	2,284.00	10,101.60	19.43

**BUDGET REPORT**  
**CALENDAR 11/2022, FISCAL 5/2023**

**PCT OF FISCAL YTD 41.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-190-6499	ANIMAL IMPOUNDMENT	500.00	.00	.00	.00
	ANIMAL CONTROL TOTAL	500.00	.00	.00	.00
	<b>PUBLIC SAFETY TOTAL</b>	<b>364,876.00</b>	<b>25,521.13</b>	<b>180,919.99</b>	<b>49.58</b>
001-210-6010	STREETS-WAGES	50,368.00	4,920.28	16,381.34	32.52
001-210-6210	STREETS-DUES	.00	.00	93.08	.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	1,361.54	68.08
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	400.00	400.00	40.00
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	508.79	2,053.33	68.44
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	.00	220,118.59	95.29
110-210-6425	RUT-SIDEWALK IMPROVEMENT	1,000.00	.00	.00	.00
110-210-6490	RUT-FAIR VIEW DR SIDEWAL	.00	.00	1,844.97	.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	376.40	1,283.82	33.32
112-210-6130	STREETS-IPERS	4,755.00	441.21	1,540.89	32.41
112-210-6150	STREETS-GROUP INSURANCE	11,449.00	788.64	4,607.62	40.24
112-210-6155	CITY SHARE- HSA	2,500.00	46.00	204.14	8.17
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	7,511.33	258,489.32	60.41
110-230-6371	RUT-STREET LIGHTS	22,000.00	2,835.92	8,330.89	37.87
110-230-6509	RUT-STREET SIGNS	3,500.00	217.36	217.36	6.21
	STREET LIGHTING TOTAL	25,500.00	3,053.28	8,548.25	33.52
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	564.13	564.13	14.10
110-250-6599	RUT-SNOW REM SUPPLIES	10,000.00	.00	354.41	3.54
	SNOW REMOVAL TOTAL	22,000.00	564.13	918.54	4.18
001-290-6010	GARBAGE-WAGES	19,118.00	2,281.86	8,643.36	45.21
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	2,195.00	2,195.00	100.00
001-290-6418	GARBAGE-SALES TAX	6,901.00	495.54	2,465.49	35.73
001-290-6499	GARBAGE-FEES	242,104.00	21,915.10	108,602.79	44.86
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	31.49	380.54	31.71
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	1,400.00	93.33
112-290-6110	GARBAGE-FICA	1,463.00	174.56	661.17	45.19
112-290-6130	GARBAGE-IPERS	1,805.00	215.41	815.93	45.20
112-290-6150	GARBAGE-GROUP INSURANCE	8,166.00	840.17	4,848.64	59.38
112-290-6155	GARBAGE-CITY SHARE HSA	1,500.00	27.78	582.45	38.83

**BUDGET REPORT**  
**CALENDAR 11/2022, FISCAL 5/2023**

**PCT OF FISCAL YTD 41.6%**

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	GARBAGE TOTAL	285,952.00	28,176.91	130,595.37	45.67
001-299-6010	GARAGE-WAGES	29,896.00	3,640.93	12,991.72	43.46
001-299-6310	GARAGE-BUILDING REPAIRS	10,000.00	1,375.00	2,502.00	25.02
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	508.79	2,053.33	58.67
001-299-6332	GARAGE-VEHICLE REPAIRS	15,000.00	467.11	3,173.52	21.16
001-299-6371	GARAGE-UTILITIES	3,500.00	295.27	684.59	19.56
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,500.00	1,177.52	1,556.46	34.59
001-299-6490	STREET TREES	28,000.00	.00	11,342.86	40.51
001-299-6507	GARAGE-OPERATING SUPPLIE	10,000.00	171.14	2,083.26	20.83
029-299-6799	DEPR-P/W BLDG EXPENSE	100,000.00	1,890.00	3,509.50	3.51
112-299-6110	GARAGE-FICA	2,287.00	278.54	993.92	43.46
112-299-6130	GARAGE-IPERS	2,822.00	320.43	1,184.40	41.97
112-299-6150	GARAGE-GROUP INSURANCE	7,301.00	517.19	2,905.34	39.79
112-299-6155	GARAGE-CITY SHARE HSA	1,463.00	30.00	144.37	9.87
112-299-6160	GARAGE-WORKER'S COMP	1,800.00	.00	.00	.00
	OTHER PUBLIC WORKS TOTAL	220,069.00	10,671.92	45,125.27	20.51
	<b>PUBLIC WORKS TOTAL</b>	<b>981,446.00</b>	<b>49,977.57</b>	<b>443,676.75</b>	<b>45.21</b>
001-350-6501	MOSQUITO SPRAYING	8,500.00	8,335.00	8,335.00	98.06
	WATER,AIR,MOSQUITO CONTR	8,500.00	8,335.00	8,335.00	98.06
001-399-6590	COVID-19 EXPENSES	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV	.00	.00	.00	.00
	<b>HEALTH &amp; SOCIAL SERVICES</b>	<b>8,500.00</b>	<b>8,335.00</b>	<b>8,335.00</b>	<b>98.06</b>
001-410-6010	LIBRARY-WAGES	89,269.00	9,036.08	34,575.26	38.73
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	8,000.00	415.00	2,752.18	34.40
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	86.62	17.32
001-410-6340	LIBRARY-COMPUTER MAINT	6,000.00	1,070.00	1,070.00	17.83
001-410-6371	LIBRARY-UTILITIES	16,000.00	348.32	6,094.30	38.09
001-410-6373	LIBRARY-TELEPHONE	4,000.00	309.61	1,561.37	39.03
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,600.00	189.44	828.32	51.77
001-410-6502	LIBRARY-BOOKS	16,000.00	652.20	5,630.25	35.19
001-410-6505	LIBRARY-OFFICE FURNITURE	2,000.00	.00	.00	.00
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,500.00	111.73	1,144.61	17.61
001-410-6508	LIBRARY-POSTAGE	1,000.00	.00	95.95	9.60
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	691.27	2,645.04	38.73
112-410-6130	LIBRARY-IPERS	8,427.00	853.01	3,263.90	38.73
112-410-6150	LIBRARY-GROUP INSURANCE	25,793.00	1,900.10	9,768.53	37.87
112-410-6155	LIBRARY-CITY SHARE HSA	5,000.00	100.00	500.00	10.00
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 11/2022, FISCAL 5/2023**

PCT OF FISCAL YTD 41.6%

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	15,676.76	70,016.33	34.93
001-430-6010	PARKS-WAGES	49,977.00	3,414.64	20,679.36	41.38
001-430-6210	PARKS-DUES	200.00	.00	65.00	32.50
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	12,000.00	121.64	377.94	3.15
001-430-6320	PARKS-GROUND MAINT/REPAI	13,750.00	4,529.23	9,557.89	69.51
001-430-6331	PARKS-VEHICLE OPERATION	2,000.00	587.00-	1,244.92	62.25
001-430-6350	PARKS-EQUIP REPAIRS	1,500.00	89.13	89.13	5.94
001-430-6371	PARKS-UTILITIES	2,500.00	250.00	1,047.99	41.92
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	.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	.00	384.90	19.25
029-430-6720	DEPR-PARK EXPENSES	8,000.00	.00	6,472.00	80.90
112-430-6110	PARKS-FICA	3,823.00	261.22	1,581.97	41.38
112-430-6130	PARKS-IPERS	3,523.00	341.38	1,584.33	44.97
112-430-6150	PARKS-GROUP INSURANCE	1,897.00	99.02	758.78	40.00
112-430-6155	PARKS-CITY SHARE HSA	662.00	8.00	62.36	9.42
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	37,289.25	39,991.40	26.22
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	287,857.00	45,816.51	92,434.97	32.11
001-440-6010	SWIM POOL-WAGES	53,970.00	1,731.32	43,991.74	81.51
001-440-6230	SWIM POOL-TRAINING	2,000.00	.00	718.13	35.91
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	.00	401.04	4.01
001-440-6350	SWIM POOL-OPER EQUIP REP	1,000.00	.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	29.33	149.03	29.81
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	1,832.20	30.54
001-440-6507	SWIM POOL-OPERATING SUPP	4,300.00	47.96	2,195.18	51.05
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	132.43	3,365.43	81.51
112-440-6130	SWIM POOL-IPERS	752.00	141.00	547.22	72.77
112-440-6150	SWIM POOL-GROUP INS	2,638.00	205.17	1,577.34	59.79
112-440-6155	SWIM POOL-CITY SHARE HSA	425.00	13.00	506.09	119.08
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 11/2022, FISCAL 5/2023**

PCT OF FISCAL YTD 41.6%

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	2,300.21	59,318.85	61.53
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	CULTURE & RECREATION TOT	584,739.00	63,793.48	221,770.15	37.93
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	20.00	179.41	89.71
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	602.64	3,046.49	38.08
001-520-6490	ECON DEV-MISC EXPENSE	500.00	.00	163.47	32.69
001-520-6495	ECON DEV-ACTIVITIES	100,000.00	.00	24,675.13	24.68
001-520-6499	ECON DEV-OTHER PROF SERV	.00	.00	.00	.00
001-520-6761	ECON DEV-WALNUT STREET	.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	622.64	45,361.75	36.82
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	.00	162.00	9,016.05	.00
001-540-6414	P&Z-PUBLICATIONS	100.00	.00	76.37	76.37
001-540-6490	P&Z-MISC	500.00	20.00	20.00	4.00
	PLANNING & ZONING TOTAL	600.00	182.00	9,112.42	1,518.74
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	COMMUNITY & ECONOMIC DEV	123,800.00	804.64	54,474.17	44.00
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	2,000.00	20.83
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	1,606.87	2,994.86	46.07
001-610-6419	MAYOR/COUNCIL-TECHNOLOGY	1,500.00	59.94	299.70	19.98
001-610-6490	MAYOR/COUNCIL-BONDS/DUES	5,000.00	41,100.00	41,100.00	822.00
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	6,000.00	15.90	2,244.50	37.41
112-610-6110	MAYOR/COUNCIL-FICA	734.00	30.60	153.00	20.84
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	43,213.31	51,635.06	123.35
001-620-6010	CLERK-WAGES	59,810.00	8,360.49	30,678.19	51.29
001-620-6210	CLERK-DUES	150.00	.00	52.68	35.12
001-620-6230	CLERK-EDUCATION/TRAINING	2,000.00	756.46	2,191.44	109.57
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00

**BUDGET REPORT**  
**CALENDAR 11/2022, FISCAL 5/2023**

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-620-6373	CLERK-TELEPHONE/RADIOS	3,100.00	240.17	1,225.72	39.54
001-620-6419	CLERK-TECHNOLOGY SERVICE	14,000.00	5,483.06	7,946.84	56.76
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	.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	950.44	2,323.03	54.02
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	.00	174.00	11.60
112-620-6110	CLERK-FICA	4,575.00	639.60	2,346.91	51.30
112-620-6130	CLERK-IPERS	5,646.00	789.26	2,896.07	51.29
112-620-6150	CLERK-GROUP INSURANCE	21,804.00	2,279.82	12,506.77	57.36
112-620-6155	CLERK-CITY SHARE HSA	4,825.00	97.66	3,149.65	65.28
112-620-6160	CLERK-WORKER'S COMP	450.00	.00	.00	.00
	CLERK/TREASURER/ADM TOTA	127,660.00	19,596.96	66,155.02	51.82
001-630-6403	ELECTIONS-EXPENSES	.00	.00	.00	.00
	ELECTIONS TOTAL	.00	.00	.00	.00
001-640-6405	ATTORNEY-MISC EXP	3,000.00	54.00	663.40	22.11
001-640-6411	ATTORNEY-RETAINER	36,000.00	3,000.00	15,000.00	41.67
	LEGAL SERVICES/ATTORNEY	39,000.00	3,054.00	15,663.40	40.16
001-650-6310	MEMORIAL HALL-BLDG MAINT	6,000.00	564.76	535.68	8.93
001-650-6320	MEMORIAL HALL-MISC EXPEN	1,400.00	37.16	2,918.10	208.44
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	540.22	2,170.61	33.39
001-650-6373	MEMORIAL HALL-TELEPHONE	600.00	50.00	250.00	41.67
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	260.00	1,300.00	30.23
001-650-6499	MEMORIAL HALL-ELEV MAINT	1,300.00	992.40	992.40	76.34
	CITY HALL/GENERAL BLDGS	20,100.00	2,444.54	8,166.79	40.63
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	.00	33.21	1.11
	OTHER GENERAL GOVERNMENT	3,000.00	.00	33.21	1.11
	<b>GENERAL GOVERNMENT TOTAL</b>	<b>287,619.00</b>	<b>68,308.81</b>	<b>141,653.48</b>	<b>49.25</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	6,707.00	6,707.00	50.00
200-210-6899	DS BOND REGISTRATION FEE	600.00	.00	600.00	100.00
	ROADS, BRIDGES, SIDEWALK	80,014.00	6,707.00	7,307.00	9.13
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 11/2022, FISCAL 5/2023**

PCT OF FISCAL YTD 41.6%

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	34,128.75	34,128.75	50.00
200-865-6899	DS BOND REGISTRATION	500.00	.00	.00	.00
	STORM DISTRICT TOTAL	213,758.00	34,128.75	34,128.75	15.97
	DEBT SERVICE TOTAL	587,783.00	40,835.75	41,435.75	7.05
308-410-6770	CAP IMPROVEMENT-LIBRARY	.00	.00	.00	.00
	LIBRARY TOTAL	.00	.00	.00	.00
309-440-6407	CAP IMPROVE POOL-ENGINEE	.00	12,040.99	36,448.45	.00
309-440-6799	CAP IMPROVE POOL-EXPENSE	3,894,200.00	389,500.00	931,000.00	23.91
	RECREATION TOTAL	3,894,200.00	401,540.99	967,448.45	24.84
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	401,540.99	967,448.45	23.26
600-810-6010	WATER-WAGES	91,635.00	10,935.47	39,722.19	43.35
600-810-6110	WATER-FICA	6,976.00	836.56	3,069.28	44.00
600-810-6130	WATER-IPERS	8,609.00	1,007.30	3,714.18	43.14
600-810-6150	WATER-GROUP INSURANCE	20,629.00	1,603.92	9,279.19	44.98
600-810-6155	WATER-CITY SHARE HSA	3,700.00	76.28	809.32	21.87
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	275.00	599.38	39.96
600-810-6230	WATER-TRAINING	1,500.00	.00	.00	.00
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	67,000.00	5,101.15	25,765.22	38.46
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	.00	.00	.00
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	360.90	1,022.84	51.14
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	3,322.47	15,135.96	60.54
600-810-6373	WATER-TELEPHONE	.00	.00	.00	.00
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	1,756.63	9,407.58	72.37
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	2,115.97	11,113.39	42.74
600-810-6419	WATER-TECHNOLOGY SERVICE	8,000.00	2,399.36	3,882.17	48.53
600-810-6499	WATER-TESTS	6,000.00	74.50	2,055.92	34.27
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	.00	5,277.99	15.99
600-810-6506	WATER-OFFICE SUPPLIES	1,800.00	126.89	516.89	28.72



**BUDGET REPORT**  
**CALENDAR 11/2022, FISCAL 5/2023**

PCT OF FISCAL YTD 41.6%

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	113.77	748.92	29.96
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	4,646.25	4,646.25	50.00
600-810-6899	WATER-BOND REGISTRATION	500.00	.00	600.00	120.00
602-810-6407	WATER CAP OUTLAY-ENGINEE	3,000.00	1,122.28	12,118.37	403.95
602-810-6780	WATER CAP OUTLAY-UTIL SY	265,000.00	.00	3,450.00	1.30
	WATER TOTAL	818,341.00	35,874.70	156,557.74	19.13
610-815-6010	SEWER-WAGES	88,057.00	10,923.26	38,487.27	43.71
610-815-6110	SEWER-FICA	6,736.00	835.64	2,974.92	44.16
610-815-6130	SEWER-IPERS	8,313.00	896.94	3,488.73	41.97
610-815-6150	SEWER-GROUP INSURANCE	20,756.00	1,439.57	9,754.33	47.00
610-815-6155	SEWER-CITY SHARE HSA	4,925.00	101.28	938.70	19.06
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	360.90	1,022.83	63.93
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	319.92	884.21	2.33
610-815-6371	SEWER-UTILITIES	25,000.00	3,966.17	16,381.16	65.52
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	298.65	598.65	29.93
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	426.02	2,144.96	29.79
610-815-6419	SEWER-TECHNOLOGY SERVICE	8,000.00	2,455.05	4,098.79	51.23
610-815-6499	SEWER-TESTS	12,000.00	962.75	6,305.25	52.54
610-815-6506	SEWER-OFFICE SUPPLIES	1,500.00	126.90	516.90	34.46
610-815-6507	SEWER-SUPPLIES	500.00	.00	.00	.00
610-815-6508	SEWER-POSTAGE	1,500.00	.00	.00	.00
610-815-6599	SEWER-ADMIN EXPENSES	2,000.00	.00	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 11/2022, FISCAL 5/2023**

PCT OF FISCAL YTD 41.6%

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	23,113.05	89,621.57	21.25
740-865-6331	STORM DISTRICT-VEHICLE 0	.00	.00	.00	.00
740-865-6379	STORM DISTRICT-MAINT/REP	25,000.00	7,789.31	34,336.41	137.35
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	541.80	41.68
740-865-6419	STORM DISTRICT-TECH SERV	3,000.00	30.00	750.02	25.00
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	7,927.67	35,628.23	121.60
760-899-6399	OTHER REPAIR/MAINT	.00	.00	.00	.00
760-899-6407	ENGINEERING	.00	.00	.00	.00
760-899-6411	DRAINAGE DISTRICT 76-LEG	.00	70.00	70.00	.00
	OTHER BUSINESS TYPE TOTA	.00	70.00	70.00	.00
	ENTERPRISE FUNDS TOTAL	1,269,379.00	66,985.42	281,877.54	22.21
001-910-6910	GENERAL-TRANSFERS OUT	109,462.00	106,462.00	106,462.00	97.26
011-910-6910	T&A(PD)BENEVOLENT-TRANSF	.00	.00	.00	.00
029-910-6910	DEPR-TRANSFER OUT	72,609.00	72,809.32	72,809.32	100.28
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	526,773.20	544,411.20	38.10
125-910-6910	TIF-TRANSFER OUT	203,887.00	61,528.42	85,882.10	42.12
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	7,000.00	7,000.00	100.00
602-910-6910	WATER CAP OUTLAY-TRANSFE	.00	.00	.00	.00
610-910-6910	SEWER-TRANSFERS OUT	7,000.00	7,000.00	7,000.00	100.00
740-910-6910	STORM DISTRICT-TRANSFER	.00	.00	.00	.00
760-910-6910	TRANSFER OUT	.00	.00	.00	.00
	TRANSFERS TOTAL	2,465,430.00	781,572.94	1,483,240.04	60.16
	TRANSFER OUT TOTAL	2,465,430.00	781,572.94	1,483,240.04	60.16

**BUDGET REPORT**  
CALENDAR 11/2022, FISCAL 5/2023

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
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	TOTAL EXPENSES BY FUNCTI	10,832,788.00	1,507,675.73	3,824,831.32	35.31
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## November 2022

# Dallas Center Calls for Service

Create Date/Time	Call Type	Location
11/1/2022 19:59	SUSPICIOUS	700 10TH ST, DALLAS CENTER
11/2/2022 11:54	911 HANGUP	240TH ST / ORDER DR, DALLAS CENTER
11/2/2022 18:22	MEDICAL/AMBULANCE TRIP	1006 13TH ST 204, DALLAS CENTER
11/2/2022 21:43	TRAFFIC STOP	SYCAMORE ST / 10TH ST, DALLAS CENTER
11/3/2022 4:12	EXTRA WATCH	595 SUGAR GROVE AVE, DALLAS CENTER
11/3/2022 14:00	WELFARE CHECK	1915 SUGAR GROVE AVE, DALLAS CENTER
11/5/2022 0:32	TRAFFIC STOP	SUGAR GROVE AVE / 10TH ST, DALLAS CENTER
11/5/2022 15:56	911 HANGUP	240TH ST / ORDER DR, DALLAS CENTER
11/5/2022 22:15	MEDICAL/AMBULANCE TRIP	203 HATTON AVE, DALLAS CENTER
11/6/2022 9:28	FIRE ALARM	1101 WALNUT ST, DALLAS CENTER
11/6/2022 11:16	ALARM	590 SUGAR GROVE AVE, DALLAS CENTER
11/6/2022 12:59	INFORMATION	406 10TH ST, DALLAS CENTER
11/6/2022 15:45	SUSPICIOUS	1700 LINDEN ST, DALLAS CENTER
11/6/2022 20:17	DISTURBANCE	121 LAKE SHORE DR, DALLAS CENTER
11/7/2022 2:57	MEDICAL/AMBULANCE TRIP	704 15TH ST, DALLAS CENTER
11/8/2022 1:35	EXTRA PATROL	103 LAKE SHORE DR, DALLAS CENTER
11/8/2022 1:52	EXTRA PATROL	802 PERCIVAL AVE, DALLAS CENTER
11/8/2022 17:25	911 MISDIAL	SUGAR GROVE AVE / 10TH ST, DALLAS CENTER
11/8/2022 21:05	RETURN PHONE CALL	601 VINE ST, DALLAS CENTER
11/9/2022 2:52	PREMISES CHECK	1205 13TH ST, DALLAS CENTER
11/9/2022 10:42	MEDICAL/AMBULANCE TRIP	1906 MAPLE ST, DALLAS CENTER
11/9/2022 21:39	DOMESTIC	121 LAKE SHORE DR, DALLAS CENTER
11/9/2022 21:39	SUSPICIOUS	1404 SUGAR GROVE AVE, DALLAS CENTER
11/10/2022 2:05	PREMISES CHECK	23968 R AVE, DALLAS CENTER
11/10/2022 9:12	CIVIL PAPER	1502 WALNUT ST, DALLAS CENTER
11/10/2022 12:43	FOLLOW UP INVESTIGATION	1603 MAPLE ST, DALLAS CENTER
11/10/2022 16:03	OPEN DOOR/WINDOW	203 14TH ST, DALLAS CENTER
11/12/2022 10:52	MVC-PD	1202 SUGAR GROVE AVE, DALLAS CENTER
11/12/2022 20:17	THEFT	1202 SUGAR GROVE AVE, DALLAS CENTER
11/13/2022 2:28	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
11/13/2022 14:29	TRAFFIC STOP	2600 240TH ST, DALLAS CENTER
11/15/2022 3:29	MEDICAL/AMBULANCE TRIP	202 10TH ST, DALLAS CENTER

11/15/2022 7:56	MVC-PD	240TH ST / ORDER DR, DALLAS CENTER
11/16/2022 9:32	BURGLARY	N AVE / ORCHARD LN, DALLAS CENTER
11/16/2022 16:42	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
11/16/2022 21:21	ALARM	595 SUGAR GROVE AVE, DALLAS CENTER
11/17/2022 9:29	ORDINANCE VIOLATIONS	501 SYCAMORE ST, DALLAS CENTER
11/17/2022 12:28	911 HANGUP	240TH ST / ORDER DR, DALLAS CENTER
11/17/2022 16:31	911 HANGUP	QUINLAN AVE / SUGAR GROVE AVE, DALLAS CENTER
11/17/2022 21:46	MEDICAL/AMBULANCE TRIP	302 14TH ST, DALLAS CENTER
11/18/2022 9:29	FORGERY/FRAUD	1708 VINE ST, DALLAS CENTER
11/18/2022 10:03	MEDICAL ALARM	1107 SUGAR GROVE AVE 2, DALLAS CENTER
11/18/2022 11:01	911 HANGUP	240TH ST / ORDER DR, DALLAS CENTER
11/18/2022 14:46	MOTORIST ASSIST	2400 240TH ST, DALLAS CENTER
11/18/2022 23:24	TRAFFIC STOP	13TH ST / SUGAR GROVE AVE, DALLAS CENTER
11/18/2022 23:29	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
11/19/2022 13:38	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
11/20/2022 14:42	911 HANGUP	SYCAMORE ST / 10TH ST, DALLAS CENTER
11/20/2022 15:49	LIVESTOCK COMPLAINT	1205 13TH ST, DALLAS CENTER
11/20/2022 17:22	GAS LEAK/GAS ODOR	1107 SYCAMORE ST, DALLAS CENTER
11/20/2022 19:37	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
11/21/2022 18:29	CIVIL DISPUTE	406 10TH ST, DALLAS CENTER
11/22/2022 0:19	MEDICAL/AMBULANCE TRIP	302 14TH ST, DALLAS CENTER
11/22/2022 6:44	MEDICAL/AMBULANCE TRIP	302 14TH ST, DALLAS CENTER
11/22/2022 11:16	911 HANGUP	1204 LINDEN ST, DALLAS CENTER
11/23/2022 5:50	MEDICAL/AMBULANCE TRIP	302 14TH ST, DALLAS CENTER
11/23/2022 6:26	DEATH INVESTIGATION	302 14TH ST, DALLAS CENTER
11/23/2022 11:41	RETURN PHONE CALL	302 14TH ST, DALLAS CENTER
11/23/2022 17:17	FOLLOW UP INVESTIGATION	112 LAKE SHORE DR, DALLAS CENTER
11/24/2022 17:26	911 HANGUP	240TH ST / ORDER DR, DALLAS CENTER
11/26/2022 20:14	911 HANGUP	240TH ST / ORDER DR, DALLAS CENTER
11/27/2022 20:16	SUSPICIOUS	110 LAKE SHORE DR, DALLAS CENTER
11/27/2022 20:39	PUBLIC WORKS/CO ENGINEER	1500 WALNUT ST, DALLAS CENTER
11/27/2022 23:09	ALARM	1202 SUGAR GROVE AVE, DALLAS CENTER
11/28/2022 17:29	MVC-PD	11TH ST / LAUREL ST, DALLAS CENTER
11/28/2022 21:44	TRAFFIC STOP	PERCIVAL AVE / SUGAR GROVE AVE, DALLAS CENTER
11/28/2022 22:34	MEDICAL/AMBULANCE TRIP	608 LINDEN ST, DALLAS CENTER
11/30/2022 12:18	911 MISDIAL	1200 SUGAR GROVE AVE, DALLAS CENTER
11/30/2022 15:38	ANIMAL BITE/ATTACK	607 13TH ST, DALLAS CENTER
11/30/2022 19:09	ANIMAL CONTROL	1207 8TH ST, DALLAS CENTER
11/30/2022 19:41	TRAFFIC STOP	1202 SUGAR GROVE AVE, DALLAS CENTER
Total	465 hours patrol, 15 hours on calls, 480 hours total, 320 required	7.

## FIRE & EMS REPORT

November 2022

Total calls : 18

### **FIRE 5 total**

1 brush fire/outside fires

1 MVC

1 odor Gas leak call

1 Fire alarm

1 Controlled Burn

### **EMS 13 Total**

13 calls for service (12 City/1 Rural)

# NOVEMBER 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	
		BEGIN-2020				
2020-139	804 Fairview	Junk	10/20/2020	10/27/2020 11/18/20 12/18/20 1/4/21 6/17/21 7/8/21	M- 11/2/20 Advisory-12/1/20 Certified- 12/21/20 FINAL 5/26/21 new violations Cert.- 6/22/21 FINAL 8-2-21 Refer to city	
2020-166	1506 Cherry	Junk	12/10/2020	12/15/2020 1/2/21 1/21/21 2/18/21 3/18/21 7/8/21	M- 12/17/20 Advsoy- 1/5/21 Certified- 2/2/21 FINAL- 3/1/21 FINAL ii	
		BEGIN 2021				
2021-021	1201 Vine	Junk & Vehicles	2/22/2021	3/4/2021 3/18/21 5/14/21 6/17/21	M- 3/1/21 Advisory- 4/28/21 Certified- 5/26/21 FINAL	
		BEGIN 2022				
2022-146	901 Linden	Junk	10/5/2022	10/11/2022	M	11/1/2022

2022-147	1106 Ash	Junk & Parking	10/5/2022	10/11/2022 11/4/22	M- 10/18/22 Advisory	11/1/2022
2022-149	1006 Sugar Grove	Junk	10/5/2022	10/22/2022	Advisory	
2022-150	307-15	Junk	10/5/2022	10/11/2022 11/9/22 12/2/22	M- 10/24/22 Advisory- 11/16/22 Certified	11/30/2022
2022-154	807 Linden	Parking	10/11/2022	10/18/2022	M	11/30/2022
2022-156	802 Percival	Vehicle	10/11/2022	10/18/2022 12/2/22	M- 11/16/22 Advisory	
2022-157	1705 Linden	Junk	10/11/2022	10/18/2022	M	11/1/2022
2022-159	701-10	Junk	10/24/2022	11/1/2022 11/24/22	M- 11/8/22 Advisory	11/16/2022
2022-160	903-8	Junk	10/24/2022	11/1/2022	M	11/1/2022
2022-161	1005-8	Junk	10/24/2022	11/1/2022	M	
2022-162	1103 Walnut	Junk	10/24/2022	11/1/2022	M	11/1/2022
2022-163	804 Vine	Junk	11/1/2022	11/8/2022	M	11/30/2022
2022-164	609 Vine	Parking	11/1/2022	11/1/2022 11/24/22	M- 11/8/22 Advisory	11/16/2022
2022-165	1207-8	Parking	11/1/2022	11/17/2022	Advisory	11/16/2022
2022-166	401-13	Parking	11/1/2022	11/8/2022	M	11/8/2022
2022-167	1704 Linden	Junk	11/1/2022	11/8/2022	M	11/8/2022
2022-168	1706 Linden	Parking	11/1/2022	11/8/2022 12/2/22	M- 11/16/22 Advisory	11/22/2022
2022-169	1703 Walnut	Junk	11/8/2022	11/24/2022	Advisory	11/30/2022
2022-170	102 Kellog	Junk	11/16/2022	11/22/2022	M	11/22/2022
2022-171	701-10	Junk	11/22/2022	11/29/2022	M	
2022-172	602 Vine	Junk	11/22/2022	11/29/2022	M	11/30/2022
2022-173	1003-8	Junk	11/22/2022	11/29/2022	M	11/30/2022
2022-174	401 Hatton	Junk	11/22/2022	11/29/2022 12/16/22	M- 11/30/22 Advisory	
2022-175	1507 Sycamore	Vehicle	11/22/2022	11/29/2022	M	11/30/2022
2022-176	400-13	Junk & Parking	11/30/2022	12/6/2022	M	
2022-177	301 Percival	Parking	11/30/2022	12/6/2022	M	
2022-178	604 Percival	Junk	11/30/2022	12/16/2022	Advisory	



2022-179	206 Kellogg	Junk	11/30/2022	12/6/2022	M	
2022-180						

# Monthly Water Report

Date	Nov-22																							
<b>Water Plant</b>																								
Total Gal.>	4,122,200	Max	194,600	Min	104,100	Avg	137,400	Gpm	269															
Total Hrs.>	270.2	Max	13.2	Min	3.9	Avg	9.0																	
Last Month.>	4,103,900	Max	197,600	Min	89,300	Avg	132,400	Gpm	259															
Last Year.>	3,835,700	Max	163,500	Min	102,300	Avg	127,900	Gpm	255															
Lbs.of Chlorine	655	Lbs of Fluoride	50	Gallons of salt brine	2,937																			
Chlorine.Mg/l	0.95	Fluoride.Mg/l	0.6	Hardness. Mg/l	94	Iron. Mg/l	0.01	Nitrate.Mg/l																
Well																								
Date	11/9/2022																							
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm				
Well # 7	28	20	8	110																				
Well # 9	36	22	14	100																				
Well # 10	24	6	18	100																				
Well # 11	28	10	18	220																				
<b>Water Meters</b>																								
	New Installs				Read In																			
	Replace Meter				Read Out																			
	Replace Radio				Shut off For nonpayment																			
	Read																							
	Repair																							
<b>Fire Hydrants</b>																								
	New Install				Flush Hyd				Repair Hyd															
<b>Water Plant</b>																								
<b>Water Tower</b>																								
<b>Reservoir</b>																								
<b>Dist. System</b>																								
<b>Wells</b>																								
	11/9/22 - Tested Wells 7-9-10-11 no issues																							
<b>Other</b>																								



**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

November 29, 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. 4

Enclosed is a copy of Partial Payment Estimate No. 4 submitted by Sande Construction & Supply Co., Inc. for the Outdoor Community Swimming Pool project. Partial Payment Estimate No. 4 is for work during the month of November 2022.

Partial Payment Estimate No. 4 is in the amount of \$558,125.00. Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 4 and would recommend its approval and payment.

Work during the month of November included continuation of the mechanical and pool piping, some of the site improvements and the initial phases of the concrete construction. Through the month of November work on the project is approximately one-third complete.

Based on the original schedule provided by Sande Construction & Supply Co., Inc. work on the project appears to be relatively close to, or just slightly lagging, the anticipated schedule. Weather conditions during the middle of November appear to have slowed the rate of construction. Any deviation from the anticipated schedule appears to be minor and probably will not impact the overall completion date for the project.

Cindy Riesselman  
November 29, 2022  
Page 2

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  
212192

Enclosure

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



# AIA Document G702™ - 1992

## Application and Certificate for Payment

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

PROJECT: Dallas Center Pool (EXEMPT)

APPLICATION NO: 4

PERIOD TO: 11/30/2022

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS: F-22-1803

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

FROM CONTRACTOR: Sande Construction and Supply  
1111 16th Avenue North  
Humboldt, IA 50548

VIA ARCHITECT:

### 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) ..... \$ 1,367,500.00

5. RETAINAGE:

a. 50% of Completed Work (Column D + E on G703) ..... \$ 78,375.00

b. 10% of Stored Material (Column F on G703) ..... \$ 0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 78,375.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 1,489,125.00  
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 951,000.00  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 558,125.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 3,330,850.00  
(Line 3 minus Line 6)

AMOUNT CERTIFIED ..... \$ 558,125.00  
(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: *[Signature]* Date: 11/29/2022

By: *[Signature]* Date: 11/29/2022

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

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 and Supply

By: *[Signature]* Date: Nov. 2022

State of: Iowa

County of: Dallas

Subscribed and sworn to before me this 29th day of Nov. 2022

Notary Public: *[Signature]*

My commission expires: 11/13/2024

JAMIE DEWINTER  
Commission Number 743918  
MY COMMISSION EXPIRES 11/13/2024

### 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 ..... \$ 558,125.00

(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: *[Signature]* Date: 11/29/2022

By: *[Signature]* Date: 11/29/2022

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

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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# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G739™-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 Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4

APPLICATION DATE: 11/29/2022

PERIOD TO: 11/30/2022

ARCHITECT'S PROJECT NO. E-27-1803

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 (F-variable rate)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
01	General Conditions	468,795.00	165,000.00	25,000.00		190,000.00	278,795.00	9,500.00	
02	Sitework	725,000.00	310,000.00	50,000.00		360,000.00	365,000.00	18,000.00	
03	SWPPP	85,000.00	10,000.00	2,500.00		12,500.00	22,500.00	625.00	
04	Fencing	40,116.00					40,116.00		
05	Reinforcing Steel	186,500.00	50,000.00	75,000.00		125,000.00	61,500.00	6,250.00	
06	Building Concrete	216,000.00	50,000.00	50,000.00		100,000.00	116,000.00	5,000.00	
07	Pool Concrete	525,000.00	25,000.00	50,000.00		75,000.00	450,000.00	8,750.00	
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	Coiling 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	15,000.00	5,000.00		20,000.00	158,000.00	1,000.00	
21	Mechanical/Pool Piping	1,098,900.00	355,000.00	265,000.00		620,000.00	478,900.00	31,000.00	
22	Electrical	425,000.00		65,000.00		65,000.00	360,000.00	3,250.00	
Totals		4,819,975.00	980,000.00	587,500.00		1,567,500.00	3,252,475.00	78,375.00	
GRAND TOTAL									

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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**2023 APPLICATION**

# TREES PLEASE!

Obsessively, Relentlessly  
**At Your  
Service**

Planting trees with an energy efficiency focus

Strategically planted trees provide buildings with year-round protection from outside elements, which means energy savings. Trees are good for the environment as they absorb carbon dioxide and produce oxygen. We all can breathe easier by planting more trees.

## **HOW TO BECOME A TREES PLEASE! PARTICIPANT**

Applicants must be a municipality in MidAmerican's Iowa service territory. The standard Trees Please! grant is \$1,000 per community and is awarded through an application process. Communities may receive enhanced grants in cases of natural disasters, provided there are energy efficiency benefits associated with the tree planting project. Larger grants may be awarded, depending on grant funding availability and overall program participation.

Applications are due by **Dec. 31, 2022**.  
Grants will be announced to  
communities in February. Funding will  
be awarded in spring 2023.

## **PROJECT REQUIREMENTS**

- > Tree planting projects must be within the MidAmerican Iowa service territory.
- > Grant money must be used for the purchase of trees only.
- > Tree planting projects must provide energy efficiency benefits from the new trees. An aerial map or site plan and description of the energy efficiency benefits must be included with the application to support the energy efficiency benefits of the project.
- > Trees purchased with program grants must be planted in common areas, such as publicly owned properties, schools and community spaces.
- > This program is a matching grant program. Matching funds from other sources that equal or exceed MidAmerican's grant amount are required. In addition to cash donations, this requirement can be met by in-kind services, donated labor and/or materials.
- > If the community received a grant in a previous year and a status report was not submitted, a new grant application will not be accepted until a tree planting status report has been submitted and the grant money was fully used.

## **SUBMIT YOUR APPLICATION BY**

✉ [planttrees@midamerican.com](mailto:planttrees@midamerican.com)

📍 **MidAmerican Energy Company**  
**Attn: Energy Efficiency – Trees Please!**  
**106 E. 2nd St.**  
**Davenport, IA 52801**

☎ **800-434-4017**

for questions regarding the Trees Please!  
program or application

 **MIDAMERICAN  
ENERGY COMPANY.**



To apply, complete the following application. Incomplete applications will not be considered. Applications are due by Dec. 31, 2022.

Name of community or organization Dallas Center Parks and Recreation Board

County Dallas Population 1901

City Dallas Center MidAmerican Energy city account number 42-600-4457 tax ID \_\_\_\_\_

Grant request amount \*\$ 1,000

\*Communities may request more than the standard \$1,000 award

Electric energy provider (if other than MidAmerican Energy) \_\_\_\_\_

Natural gas energy provider (if other than MidAmerican Energy) \_\_\_\_\_

Are you requesting a grant from both energy providers?  Yes  No

If yes, what amount are you requesting from your electric/natural gas energy provider? \$ \_\_\_\_\_

**PROJECT PROPOSAL**

Have you received a written commitment from a government representative in support of this effort?

Yes  No If yes, please attach.

Does your local government have a line item in its annual budget for trees and/or tree care?

Yes  No

Are there current or recent public tree planting projects in your community?  Yes  No

Is this project for (select all that apply):

Energy efficiency  Shade  Windbreak  Natural disaster replacement (floods/tornadoes)

Describe the energy efficiency benefits and future energy savings of your tree planting project(s).

**Include an aerial map or site plan.** Submit additional pages if necessary.

There are 2 baseball and 2 softball fields at the Burnett Recrational Complex in Dallas Center.

In the past few years several of the pine trees have died and been removed. This leaves several gaps

in the windbreak around one of the baseball fields.

If natural disaster replacement, describe any major problems related to trees in your community, such as tornado, storm or flood damage, along with approximate dates when this damage occurred. Include how the tree planting project(s) will provide energy efficiency benefits from the new trees. Emerald Ash Borer (EAB) disease is not considered a natural disaster. If replacing for EAB, new trees planted must have energy efficiency benefits and the project must be described in the above question.



Explain why your community or organization should be selected for a Trees Please! grant. Include a summary of your committee's energy efficiency goals and how your committee members' leadership skills will help achieve those goals.

Working with the City of Dallas Center Tree Board and the public works department the Parks and Recreation Board

works to identify damaged and diseased trees and locate places in the city parks for replacement trees of a variety of species.

Describe how the actual tree planting project would be accomplished. Include costs, if any, for labor and materials. If local government is supporting labor costs, include documentation that shows the annual budget line item for trees and/or tree care that will support the tree planting project.

The Board would plan to plant larger trees to fill in the gaps in the windbreak around the fields so would have the trees spaded in.

How will the tree planting project be maintained after planting to ensure continued tree health and growth?

Mulching of the new trees and watering over the summer and fall would be done by the Public Works department.

List the potential sites for tree planting projects in your community.

Site 1 Outfield of field 1 at the Burnett Recreational Complex Site 2 \_\_\_\_\_  
Site 3 \_\_\_\_\_ Site 4 \_\_\_\_\_

The Trees Please! program is a matching grant program. You must have matching funding from other sources that equals or exceeds MidAmerican's grant amount. List the possible sources in your community for in-kind services or matching funding and the amount of funding available from each source. These could include individuals, foundations, service clubs, organizations and businesses that support community efforts. MidAmerican reserves the right to approve final plans.

Matching funding:

Source 1	<u>City of Dallas Center</u>	Amount	<u>\$1000</u>
Source 2	_____	Amount	_____
Source 3	_____	Amount	_____
Source 4	_____	Amount	_____
Source 5	_____	Amount	_____

**PROJECT COMMITTEE CONTACT INFORMATION**

All future communication will be sent via email. Please make sure to include your email address.

Primary contact name Mary Werch

[Redacted contact information]

**GRANT AWARD INFORMATION**

To whom should the grant be made payable? (include mailing address)

Name of city or organization City of Dallas Center

Address 1502 Walnut St. P.O. Box 396

City Dallas Center, Iowa ZIP code 50063

Would you like a Trees Please! participation sign for your community?

Yes  No If yes, how many? \_\_\_\_\_

**LEARN MORE WAYS TO SAVE ENERGY AND SAVE MONEY**

 [MidAmericanEnergy.com/ee](http://MidAmericanEnergy.com/ee)

 **888-427-5632**



# TREE CITY USA® APPLICATION

Select one:  First Time Applicant OR  Recertification



TREE CITY USA status is awarded for work completed by the community during the calendar year. Please contact your State Urban Forestry Coordinator for your state's deadline, mailing address and any additional information required by your state. The common deadline is December 31 but can vary by state. Completed applications with attachments can be mailed to your State Urban Forestry Coordinator. All fields below are required to be filled out for your application to be approved.

## Community Information

Community Name (as it should appear on recognition materials) Dallas Center  
Community Website \_\_\_\_\_

### Mayor or Equivalent

First Name Danny Last Name Beyer  
Professional Title \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone Number (ex. 402-473-9553) \_\_\_\_\_

### City Forestry Contact: Person who is responsible for completing and answering questions about this application.

First Name Jennifer Last Name Pandich




## Standard 1: Tree Board or Department

Frequency of Tree Board Meetings:  Weekly  Bi weekly  Monthly  Quarterly  Semiannually  Annually

### Chairperson: If your city or town has a Tree Board, list your chairperson or head board member. If your city or town doesn't have a Tree Board, list your city department or manager.

First Name Greg Last Name Cagle  
Professional Title \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone Number (ex. 402-473-9553) \_\_\_\_\_

### Other Tree Board Members or Staff

Full Name Jennifer Pandich Email Address   
Full Name Hannah Slaughter Email Address \_\_\_\_\_  
Full Name Ron Steilen Email Address \_\_\_\_\_  
Full Name \_\_\_\_\_ Email Address \_\_\_\_\_

If additional Tree Board members are needed, please attach.

## Standard ②: A Community Tree Ordinance

Date Current Tree Ordinance was established \_\_\_\_\_

NEW Applicants (required):  Current ordinance is attached.

RECERTIFICATIONS:  Our ordinance as last submitted is unchanged and still in effect.  
 Our ordinance has been changed. The new version is attached.

## Standard ③: A Community Forestry Program with an Annual Budget of at Least \$2 per capita

Community Population \_\_\_\_\_ to review program standards and application resources, visit arborday.org/treecity

Tree Planting and Initial Care .....\$ \_\_\_\_\_

Tree Maintenance .....\$ \_\_\_\_\_

Tree Removal .....\$ \_\_\_\_\_

Management .....\$ \_\_\_\_\_

Utility Line Clearance .....\$ \_\_\_\_\_

Volunteer Time (in hours) ..... \_\_\_\_\_ Hours

Other (please explain) \_\_\_\_\_ \$ \_\_\_\_\_

Total Community Forestry Expenditures .....\$ 28,000

Please attach Annual Work plan (if required by your state) and supporting budget documents.

Trees Planted 120      Trees Pruned 12      Trees Removed 47

## Standard ④: Arbor Day Observance and Proclamation

Date of observation \_\_\_\_\_

Proof of Arbor Day event is attached (activities, photos, and/or news coverage).  Signed Arbor Day Proclamation is attached.

Mayor or Equivalent Signature	Title	Date
<h3 style="margin: 0;">Application Certification To Be Completed By The State Forester:</h3> <p style="margin: 5px 0;">Community _____</p> <p style="margin: 5px 0;">The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained therein, said community is eligible to be certified as a Tree City USA community, having in my opinion met the four standards required for recognition.</p>		
State Forester Signature	Title	Date

Mail completed application with requested attachments to your state forester no later than December 31 (unless your state has instituted a different deadline.)

# TREE CITY USA® GROWTH AWARD APPLICATION



Mail completed application with requested attachments to your state forester or apply online at [portal.arborday.org](http://portal.arborday.org). Please contact your State Urban Forestry Coordinator for your state's deadline, mailing address and any additional information required by your state. The common deadline is December 31 but can vary by state.

## Application Instructions

- Community must have been certified as a Tree City USA for at least one previous year and submitted a recertification application this year.
- Community must earn 10 points according to Growth Award Eligible Activities – which were new or significantly improved in 2020.
- Attach documentation for each eligible activity listed below. Appropriate documentation includes narrative descriptions, copies of documents, copies of printed brochures, and newspaper clippings.
- For a list of eligible activities, visit <https://www.arborday.org/growth-award/>.

Community Name (as it should appear on recognition materials) Dallas Center

**City Forestry Contact:** Person who is responsible for completing and answering questions about this application.

First Name Jennifer Kason Last Name Pandich

Professional Title underwriter

Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Phone Number \_\_\_\_\_

Activity #	Name of Eligible Activity	# of Points Earned	Describe how activity was achieved
D2	tree planting	7	82 trees from DNR planted by volunteers, 14 planted by parks + rec, 12 planted in downtown area

Documentation attached

Activity #	Name of Eligible Activity	# of Points Earned	Describe how activity was achieved
E2	department comm	3	parks and rec has a dedicated liaison for the tree board

Documentation attached

→ Total Points (including points from reverse side) 10

Additional spaces on back if needed.

## Growth Award Application Certification To Be Completed By The State Forester:

Community: \_\_\_\_\_  
 The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to receive the Tree City USA Growth Award, having in my opinion met the Growth Award criteria specified in this application.

State Forester Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



Activity #	Name of Eligible Activity	# of Points Earned	Describe how activity was achieved
E6	new board member	2	two new board members appointed: Jennifer Pandich and Ron Steilen - number of board members increased from 3 to 5

Documentation attached

Activity #	Name of Eligible Activity	# of Points Earned	Describe how activity was achieved
A3	grant application	3	grant applications were submitted in spring and fall, 2022 which were granted

Documentation attached

Activity #	Name of Eligible Activity	# of Points Earned	Describe how activity was achieved
C2	species list	3	list of recommended trees is available on city web site

Documentation attached

Activity #	Name of Eligible Activity	# of Points Earned	Describe how activity was achieved
D2	tree planting project	2	City council sponsored Walnut Street Cityscape which planted trees of a variety of species along the main st of town

Documentation attached

Activity #	Name of Eligible Activity	# of Points Earned	Describe how activity was achieved
D6	planting to removal	3	82 trees were planted in October compared to 33 removed - other values include parks and rec which planted 24 and removed 14

Documentation attached

Activity #	Name of Eligible Activity	# of Points Earned	Describe how activity was achieved
E6	Tree Festival	4	Trees were given away for arbor day festival: 200 trees were available from the DNR at no cost to residents

Documentation attached

Activity #	Name of Eligible Activity	# of Points Earned	Describe how activity was achieved

Documentation attached

I live at [REDACTED] which is on the corner at 169. The neighborhoods on both sides of the road are about 70 houses and growing to almost 90.

Last year in November, Jason and I sent an email to Bethany Waltersdorf, District 4 Traffic Technician at Iowa Department of Transportation to formally request to have the speed limit changed. (per Transportation code 761 Chapter 142)

The state performed a Speed Study this summer. The Speed Study's findings do not support the state lowering the speed at the requested location at this time. Per her email, any concerns about lowering the speed limit and any request for a crosswalk would need to be addressed by the City Council. I would hope that the concerns of residents that live in these neighborhoods and drive this road every day would have more merit than a simple Speed Study.

There are a few things to consider for this intersection. It is currently 55 mph, with no turn lane or crosswalk, and is also a passing zone. Being a major road, there is a consistent flow of high speed traffic. Turning left into the neighborhood can be a nerve-racking situation; having to sometimes stop in the lane to turn while cars are approaching behind at high speed. These neighborhoods also have significant foot traffic of people going for walks and bike rides, including many children. Many people cross the road between neighborhoods since parts of our roads are paved so you actually can go on a bike ride. Just another reason why our roads need to be improved!!

Crossing the 55-mph highway with no crosswalk warning lights or any assistance/supervision is very risky. My children have friends directly across the highway. We don't allow our children to cross the road without us because we don't feel they can do it safely. I think the speed should be considered; however, that is not the only thing to consider. I think the changes that would have the biggest impact on safety at the intersection would be a combination of a no passing zone and a push button flashing crosswalk. This combination would make it safer for both vehicles and pedestrians at this intersection, even if the speed limit is ultimately not reduced.

Thank you for your consideration and we look forward to hearing what the next steps can be.

Jason and Stacy Brown

-----  
**From:** Stacy Brown [REDACTED]  
**Date:** Tue, Nov 2, 2021 at 6:50 PM  
**Subject:** Highway 169 Speed Limit  
**To:** [REDACTED]

I'm writing to express my concern over the speed at the intersection of my neighborhood, and per Transportation code 761 Chapter 142, formally request to have the speed limit changed. I live at 19 Orchard Ln, which is less than 1 mile north of the intersection of US-169 and US-44. We are located inside the city limits of Dallas Center. There are neighborhoods on both sides of US-169 north of US-44, with approximately 70 houses currently, and plans for at least 15 more to be built.

The road is 2 lane, with no turn lanes, and is currently 55mph. Being a major road, there is a consistent flow of high speed traffic. Turning left into the neighborhood can be a nerve-racking situation, having to sometimes stop in the lane to turn while cars are approaching behind at high speed. These neighborhoods also have significant foot traffic of people going for walks, including many kids. My children have friends directly across the highway, but it is too dangerous to allow them to cross without being escorted. Crossing the 55-mph highway with no crosswalk warning lights or any assistance is very risky. I also want to request a push-button flashing light crosswalk sign to assist pedestrians crossing the highway at the corner of Orchard Ln & US-169.

To be specific...

I would like this collection of neighborhoods to be recognized as a suburban district, and per Code 321.285 Section 2.a.(3) lower the speed limit to 45mph. This lowering of the speed limit of US-169 between 230th Street and US-44 would create a much safer situation for all of those living in that area.

Thank you for your consideration, and I look forward to seeing the DOT investigation report on this issue.

Jason and Stacy Brown

-----  
**From:** Waltersdorf, Bethany [REDACTED]  
**Date:** Wed, Nov 10, 2021 at 12:18 PM  
**Subject:** RE: Highway 169 Speed Limit  
**To:** Stacy Brown [REDACTED]

Hi Stacy,

I apologize for not responding sooner, I ran this past management for guidance and then I was on the road for a few days. We have initiated a request for a speed study of the area to be completed. I'm not sure how long this will take to accomplish as it is completed outside my



office, but with that information we will be able to make a better determination of what next steps would be warranted. Also, a few of your requests I am still looking into – such as the crosswalk. Since this area is within City limits, the City would actually have to be involved in the discussion because they would be responsible for its purchase and maintenance. We would need to establish the speed study first, before any sort of crosswalk action was taken. Please feel free to check back again, as I stated, I am not sure of the timeline of completion, but will keep on the tasks. Thank you.

Bethany Waltersdorf, CPM  
District Traffic technician  
DISTRICT 4 OFFICE

-----  
**From: Waltersdorf, Bethany** <[REDACTED]>  
**Date: Wed, Aug 10, 2022 at 1:15 PM**  
**Subject: RE: Highway 169 Speed Limit**  
**To: Stacy Brown** [REDACTED]

Hi Stacy,

Thank you for your patience in the completion of the requested Speed Study. The Speed Study was conducted and the findings do not support lowering the speed at the requested location at this time. If you have any questions about the Speed Study process, please access the link below.

[Traffic and Safety Bureau | Iowa DOT](#)

In regard to your request to reclassify the area as a suburban district – there is no process to reclassify that label within the DOT. Those labels allow for examples of typical posted speeds based on surrounding land use, but Iowa does not utilize that classification to set the speeds. Instead the main speed limits are set by statute based on the type of roadway (highway, freeway highway, interstate, etc.) and the variations are determined by Speed Study and agreement with local officials such as Mayors, City Council, County Board of Supervisors, etc.

Concerning the crosswalk request for an Rectangular Rapid Flashing Beacon, or RRFB (push-button flashing light crosswalk) – that request would need to come directly from the City and we would work with them to determine the proper location – they would purchase and maintain the crosswalk and all hardware. If you would be interested in pursuing that avenue further, please contact the City and have them get in touch with me directly and I would be happy to talk with them about their possibilities.

Thank you again for your patience.

Bethany Waltersdorf, CPM  
District Traffic technician  
DISTRICT 4 OFFICE



Brian Heiden

2022-104

Phone : (515) 202-0413

Customer Information

BILL TO:

CITY OF DALLAS CENTER
1502 WALNUT ST
DALLAS CENTER, IA
50063 USA
Phone : (515) 992-3725

SERVICE LOCATION:

Burnett Complex
9th & Sycamore
Dallas Center, IA
50063 USA
Phone : (515) 992-3725

Detail of Charges

Table with 5 columns: Service Location, Line Item Description, Round #, Round Description, Total Price. Rows include Burnett Complex, Front St Trail, Heritage Park, Library and Triangle, Memorial Park, and Mound Park.

Subtotal: \$4,194.38
Total Sales Tax Amount: \$0.00
Grand Total: \$4,194.38

Description:

Standard Terms and Conditions

- 1. Term. The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. Price Increases. Prices of services provided in this agreement may be increased should you add property under this agreement...
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date.

4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (e). **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.aar.org](http://www.aar.org), or by calling 1-800-778-7878. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District of, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoices issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 AUTHORIZED AGENT/CUSTOMER

**Signature:**

**Email:** [cityhall@dallascenter.com](mailto:cityhall@dallascenter.com)

P&Z Report – November 22, 2022

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

Dear Mr. Mayor and Members of the Council:

The Dallas Center Planning & Zoning Commission met Tuesday, November 22, 2022 at 6:30 P.M. at Memorial Hall. Commission members Abby Anderson, Perry Gruver, Lauri Hart, Jim Pohl and Matt Ostanik were present. Linda Licht and Thomas Strutt were absent. City Attorney Ralph Brown and City Engineer Bob Veenstra also were present and participated.

### **Public Communications**

Bob Haxton and Julie Becker stated concerns about parkland in new developments. Dustin Thomas spoke about an issue that the Board of Adjustment has referred to P&Z (see next section).

### **Request from Board of Adjustment – E-1 Accessory Building Placement**

The Commission discussed Zoning Code Section 165.24(8) related to placement of accessory buildings on corner lots in the E-1 district.

Different opinions were expressed about whether to consider any changes to this requirement. The City Attorney shared that originally the requirement was added at the request of the Cross Country Estates developer. It only applies to E-1 zoning.

After discussion, Commission members Abby Anderson, Perry Gruver, Lauri Hart and Jim Pohl expressed opposition to changing the existing requirement. As a result the Commission did not have sufficient votes to pass any motion, and no further action was taken.

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

The Commission continued discussion from our September and October meetings about the alternative plan for parkland dedication in The Neighborhood. The discussion included three possible options for how to proceed.

After further discussion, the Commission requested that the City Attorney prepare a draft ordinance including language that would base the parkland value on an appraisal with a minimum value of \$28,000 per acre. This amount was selected as roughly the halfway point between current farmland sales in Dallas Center and the minimum amount per acre that our neighboring cities of Waukee and Grimes typically receive when accepting a payment in lieu of parkland.

Perry Gruver moved and Jim Pohl seconded to ask the City Attorney to prepare a draft ordinance for consideration at our next meeting. The motion passed 5-0.

### **Shadow Conduit**

The Commission discussed the shadow conduit requirement for new developments. Bob Veenstra explained the difference between single duct vs. multi duct conduit. Bob Veenstra also suggested three possible options:

1. Leave the shadow conduit requirement alone (no changes)
2. Require each developer bring at least 1 provider for high-speed Internet in their development, but don't require shadow conduit
3. Require multi-duct conduit with no providers

After discussion, the Commission preferred option 2. Abby Anderson moved and Lauri Hart seconded to ask the City Attorney to prepare a draft ordinance for consideration at our next meeting. The motion passed 5-0.

### **No December Meeting**

The Commission does not expect to have a December meeting unless any unexpected new business comes up. Our next regular meeting will be January 24, 2023.

Respectfully submitted,  
Matt Ostanik  
P&Z Commission Chair

**ORDINANCE NO. 584**

**AN ORDINANCE AMENDING SECTION 165.37(5) OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, (ZONING CODE) BY ESTABLISHING A FRONT YARD DEPTH REQUIREMENT IN THE E-1 ZONING DISTRICT ADJACENT TO A HIGHWAY**

WHEREAS, the City Council of the City of Dallas Center conducted a public hearing at 7 p.m. on December 13, 2022, on a proposed amendment to Section 165.37(5) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, by establishing a front yard depth requirement in the E-1 Zoning District for structures adjacent to a Highway.

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

**SECTION 1.** Section 165.37(5) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended to read as follows:

**165.43 “E-1” SINGLE-FAMILY RURAL ESTATE DISTRICT**

5. Lot Area, Frontage and Yard Requirements.

	For Dwellings	For Non-Dwellings
Lot area	one acre	two acres
Lot frontage	140 feet	225 feet
Front yard depth along Highway	140 feet	140 feet
All other front yard depth	50 feet	75 feet
Side yard width	20 feet	25 feet
Rear yard depths	50 feet	75 feet

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

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

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

Passed by the City Council on the 13<sup>th</sup> day of December, 2022, and approved the 13<sup>th</sup> day of December, 2022.

---

Daniel Beyer, Mayor

ATTEST:

---

Shellie Schaben, City Clerk





**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

November 29, 2022

Ralph Brown  
Brown, Fagen & Rouse  
502 15th Street  
P.O. Box 250  
Dallas Center, Iowa 50063-0250

DALLAS CENTER, IOWA  
OUTDOOR COMMUNITY SWIMMING POOL  
MID AMERICAN ENERGY COMPANY EASEMENT

The City of Dallas Center has approved the proposal submitted by Mid American Energy Company to locate a pad-mounted transformer at the northeast corner of the new Outdoor Community Swimming Pool. One of the requirements of Mid American Energy Company is for the City to provide an easement to allow for the installation of the underground electric service and the pad-mounted transformer.

Enclosed is a copy of an easement plat and description for a rectangular easement that would encompass the underground electric conduit and the transformer. The area of the easement is partly located in the alley platted in Huber & Vandercooks Addition between the Block 14 and the railroad right-of-way and partly located in the westerly portion of the former railroad right-of-way. The description is a metes and bounds description referenced to the northeast corner of Block 14 of Huber & Vandercooks Addition. The easement description does not distinguish between the portion of the easement located in the alley and the portion of the easement located in the former railroad right-of-way as describing the easement areas separately would require more research and does not appear to be necessary as the City owns both parcels.

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:gb  
212191  
Cc: Cindy Riesselman  
Enclosure

Prepared by and

Return to: Ralph R. Brown, 502-15<sup>th</sup> Street, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

**EASEMENT FOR INSTALLATION OF UNDERGROUND ELECTRIC SERVICE  
AND THE PAD-MOUNTED TRANSFORMER**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **the City of Dallas Center, Iowa**, a municipal corporation (hereinafter called "City") in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid by **MidAmerican Energy Company**, an Iowa corporation (hereinafter called "MidAmerican"), receipt of which is hereby acknowledged, does sell, grant and convey to MidAmerican a perpetual and permanent easement and right-of-way (hereinafter called "Easement") upon, over, under, through, and across the following described real property, to wit:

**Perpetual and Permanent Easement**

A part of Parcel 'Z' as shown on the Plat of Survey recorded in Book 2008 on Page 9889 in the Dallas County Recorder's Office, being part of former railroad right-of-way in part of the Southwest Quarter of the Northeast Quarter of Section 2, Township 79 North, Range 27 West of the Fifth Principal Meridian, Dallas County, Iowa, and a part of the 16 foot alley lying east of Lot 6 in Block 14 of Huber and Vandercooks Addition, an Official Plat, now included in and forming a part of the City of Dallas Center, Dallas County, Iowa, and more particularly described as follows:

Commencing at the Northeast corner of said Block 14, thence East, 24 feet along the South right-of-way line of Vine Street to the Point of Beginning; thence continuing East, along said South right-of-way line, 10 feet; thence South, 22 feet; thence West, 10 feet; thence North, 22 feet to the Point of Beginning and containing 200 square feet.

all as shown by the attached Easement Drawing.



PROPERTY OWNER:  
CITY OF DALLAS CENTER  
PO BOX 396  
DALLAS CENTER, IA 50063  
BOOK 2009, PAGE 2060

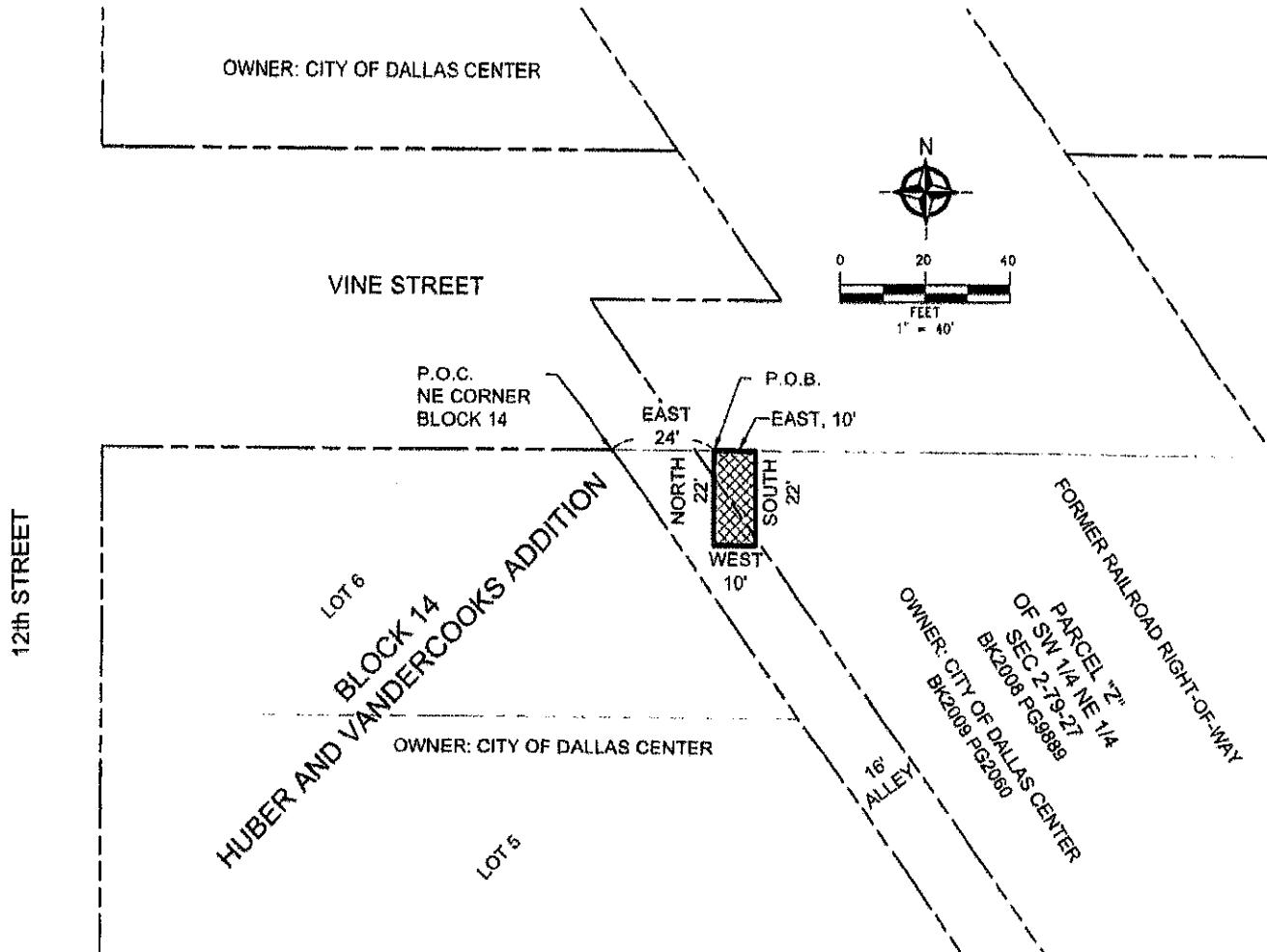
# EASEMENT DRAWING

EAS-01

FOR PERMANENT ELECTRIC LINE AND TRANSFORMER  
BEING CONVEYED TO MIDAMERICAN ENERGY

PHYSICAL ADDRESS:  
NA

PARCEL ID:  
1102100006




## LEGAL DESCRIPTION:

A PART OF PARCEL 'Z' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 2008 ON PAGE 9888 IN THE DALLAS COUNTY RECORDER'S OFFICE, BEING PART OF FORMER RAILROAD RIGHT-OF-WAY IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA AND A PART OF THE 16 FOOT ALLEY LYING EAST OF LOT 6 IN BLOCK 14 OF HUBER AND VANDERCOOKS ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DALLAS CENTER, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 14; THENCE EAST, 24 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF VINE STREET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 10 FEET; THENCE SOUTH, 22 FEET; THENCE WEST, 10 FEET; THENCE NORTH, 22 FEET TO THE POINT OF BEGINNING AND CONTAINING 220 SQUARE FEET.

## LEGEND

- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
-  EASEMENT AREA 220 SQ.FT.

FIELD SURVEY COMPLETED: NOVEMBER 2022

SURVEY FOR:  
MIDAMERICAN ENERGY  
3500 104TH STREET  
URBANDALE, IA 50322



**VEENSTRA & KIMM, INC.**  
3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
515-225-8000 • 515-225-7548 (FAX) 800-241-8000 (WATS)

SHEET  
1 OF 1

V&K PROJECT NUMBER 212184 DATE: 11-29-2022

RESOLUTION NO. 2022-106

**A RESOLUTION PROVIDING FOR ACQUIRING PERPETUAL AND PERMANENT WATER MAIN EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT ACROSS CERTAIN PROPERTY IN CONNECTION WITH PHASE 1 OF THE HIGHWAY 44 DISTRIBUTION MAIN REPLACEMENT PROJECT; APPROVING THE EASEMENT FORM THEREOF; ACCEPTING SAID EASEMENT ON BEHALF OF THE CITY OF DALLAS CENTER, IOWA; AND AUTHORIZING PAYMENT OF COMPENSATION TO THE PROPERTY OWNER.**

**WHEREAS**, by the adoption of Resolution No. 2022-74 on September 13, 2022, the City Council ordered the construction of Phase 1 of the Highway 44 Distribution Main Replacement Project (the "Project"); and

**WHEREAS**, in connection with the Project it is necessary and required that the City procure from certain owners of real estate a perpetual and permanent water main easement and temporary construction easement over, under, through, and across certain lands as hereinafter described; and

**WHEREAS**, the City has entered into negotiations with the owners of said certain real estate for perpetual and temporary construction easements; and

**WHEREAS**, the Engineer's plans, plats and specifications propose and provide for the procuring of a perpetual and temporary construction easement to the following tract of real estate from the owners thereof as follows, to-wit:

1. A Permanent Easement over real estate (2,504 square feet) and a Temporary Construction Easement over real estate (5,844 square feet) owned by Tracey R. Smith attached hereto as **Easement No. 7**. The parties have agreed upon compensation to the owner in the amount of \$200.00 for the Permanent Easement and the Temporary Construction Easement.

**WHEREAS**, the proposed Easement to tracts of real estate shall read, provide and be in substance as in Easement 7 attached hereto and made a part hereof; has been duly executed by the grantor; and should be approved.

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

1. That the form and provisions of said Easement, as set forth in the attached Easement 7 be and the same is hereby approved.

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

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

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on the 13<sup>th</sup> day of December, 2022.

---

Daniel Beyer, Mayor

ATTEST:

---

Shellie Schaben, City Clerk

Prepared By: Travis J. Paul, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000  
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

---

Easement No. 7

### PERPETUAL WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Tracey R. Smith, of the County of Dallas, State of Iowa, in consideration of \$ 200.00 in hand paid by the CITY OF DALLAS CENTER, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Dallas Center, Iowa, a municipal corporation, in the County of Dallas, State of Iowa, an easement under, through and across the following described real estate:

Lot 4 of Sehman Acres, an Official Plat, now included in and forming a part of the City of Dallas Center, Dallas County, Iowa.

**Perpetual Water Main Easement** (see Drawing EAS-07)  
The South 12.00 feet of said Lot 4.

Containing 2,504 square feet or 0.06 acres, more or less.

**Temporary Easement** (see Drawing EAS-07)  
The North 28.00 feet of the South 40.00 feet of said Lot 4

Containing 5,844 square feet or 0.13 acres, more or less.

That said easement is granted unto the City of Dallas Center, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

Water Main

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

The temporary construction easement shall be for a 12-month period from the date of construction at which time it will cease and terminate.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

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

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.





# EASEMENT DRAWING

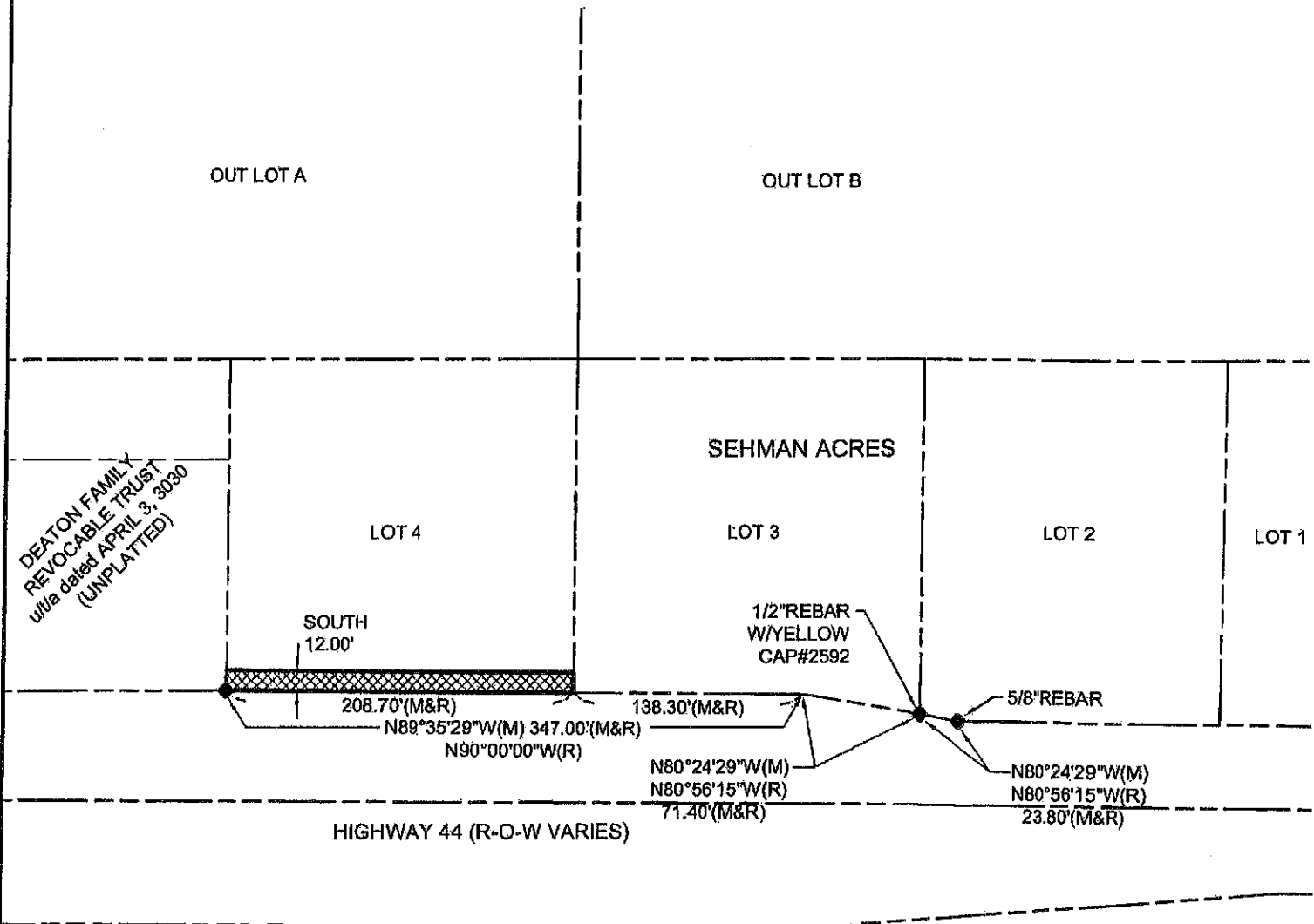
EAS-0

PROPERTY OWNER:  
TRACEY R. SMITH  
2523 240TH STREET  
DALLAS CENTER, IA 50063  
BOOK 2020, PAGE 3575

FOR PERPETUAL WATER MAIN BEING CONVEYED TO  
THE CITY OF DALLAS CENTER, IOWA

PARCEL ID:  
0733400010

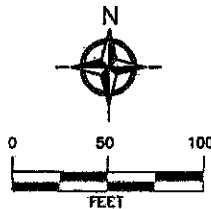
PHYSICAL ADDRESS:  
2523 240TH STREET  
DALLAS CENTER, IA 50063



DEATON FAMILY  
REVOCABLE TRUST  
w/la dated APRIL 3, 2020  
(UNPLATTED)

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- FOUND 5/8" REBAR WITH ALUMINUM CAP
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- - - PROPERTY LINE
- ▨ PERPETUAL EASEMENT 2,504 SQ.FT. OR 0.06 ACRES



FIELD SURVEY COMPLETED: SEPTEMBER 2021

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



SHEET  
1 OF 2



**RESOLUTION NO. 2022-102**

**RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF  
DALLAS CENTER AND AHEINZ57 PET RESCUE AND TRANSPORT, INC.  
FOR ANIMAL SHELTER SERVICES**

**WHEREAS**, the City of Dallas Center has contracted with the Animal Rescue League of Iowa, Inc. of Des Moines, Iowa, for animal shelter services since 2007, and now wishes to contract for such services with AHeinz57 Pet Rescue and Transport, Inc. of De Soto, Iowa; and

**WHEREAS**, the attached 28E Agreement for Animal Shelter Services with AHeinz57 Pet Rescue and Transport, Inc. should be approved.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that the attached 28E Agreement for Animal Shelter Services is hereby approved, and the Mayor and Clerk are authorized to execute the Agreement on behalf of the City.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on the 13<sup>th</sup> day of December, 2022.

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

ATTEST:

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

**CHAPTER 28E AGREEMENT BETWEEN THE CITY OF DALLAS CENTER, IOWA  
AND AHEINZ57 PET RESCUE AND TRANSPORT, INC.  
FOR ANIMAL SHELTER SERVICES**

This Agreement is made and entered into as of the 13<sup>th</sup> day of December, 2022, by and between the City of Dallas Center, Iowa ("the City"), located at 1502 Walnut Street, Dallas Center, Iowa, and AHeinz57 Pet Rescue and Transport, Inc. ("AHeinz57") an Iowa nonprofit corporation located at 4002 Ash Street, DeSoto, Iowa 50069.

In accord with Chapter 28E and other relevant sections of the Code of Iowa, AHeinz57 and the City enter into the following agreement regarding animal shelter services in conjunction with City Animal Control.

**SECTION 1 - PARTIES**

- 1.1 AHeinz57 Pet Rescue and Transport, Inc. ("AHeinz57") is a non-profit, charitable organization and has authority to enter into this Agreement. The AHeinz57 is dedicated to helping care for homeless animals while providing rewarding programs for interim foster care, permanent adoption and volunteers to assist with community humanitarian efforts.
- 1.2 The City is an Iowa municipal corporation and is a political subdivision of the State of Iowa, and has the authority to enter into this Agreement.

**SECTION 2 - PURPOSE**

Under this Agreement, AHeinz57 will provide animal shelter, care and impoundment services to the City including impoundment which the City may be required to provide pursuant to certain of its ordinances, ordinances of municipalities with which the City contracts, or state law. This Agreement is a voluntary undertaking of the Parties. It is not the intention of the Parties to create a new legal entity. No real or personal property shall be acquired, held, or disposed of pursuant to this joint or cooperative undertaking.

**SECTION 3 - DEFINITIONS**

- 3.1 "Animal" shall mean nonhuman vertebrate.
- 3.2 "Bite Animal" shall mean an animal that has bitten a human, provided that the bite punctured the skin, without provocation.
- 3.3 "Cat" shall mean an animal fitting the scientific description of *felis catus*.
- 3.4 "Companion Animal" shall mean any animal owned, confined, controlled, or otherwise kept as a pet, but shall not include any livestock as defined under Iowa Code § 717.1, or

any game, fur-bearing animal, fish, reptile, or amphibian as defined under Iowa Code § 481A.1.

- 3.5 "Dog" shall mean an animal fitting the scientific description *canis lupus familiaris*.
- 3.6 "Euthanasia" shall have the same meaning as defined under Iowa Code § 162.2(13).
- 3.7 "Parties" shall mean both AHeinz57 Pet Rescue and Transport, Inc. and the City of Dallas Center, Iowa.
- 3.8 "Livestock" shall mean an animal belonging to the bovine, caprine, equine, ovine, or porcine species, ostriches, rheas, emus, farm deer as defined in Iowa Code § 170.1, or poultry.
- 3.9 "Shelter Services" shall mean providing adequate nutrition, water, shelter, and medical treatment to animals under the care of AHeinz57.

#### SECTION 4 - TERMS

- 4.1 Animal Shelter Services Provided by AHeinz57: AHeinz57 agrees to do and perform the following:
  - (1) *Dog and Cat Shelter Services*. AHeinz57 shall provide Shelter Services to dogs and cats delivered to its shelter location by the City;
  - (2) *Other Animal Shelter Services*. AHeinz57 shall provide Shelter Services to other species of animals, including Bite Animals, but only if AHeinz57 has proper accommodations and is properly licensed for that species;
  - (3) *Holding Period & Automatic Transfer of Ownership*. Unless the City instructs otherwise, AHeinz57 shall retain animals brought to AHeinz57 by the City for seven (7) days, or longer if so required by any state, county, or municipal law, ordinance, rule or regulation applicable in the geographic area in which the animal was seized (hereinafter referred to as the "Holding Period"). Once the Holding Period expires, the City shall transfer ownership of the animal to AHeinz57. This paragraph does not apply to "Bite Animals";
  - (4) *Rabies Vaccination*. Upon reclaim of a Dog or Cat, AHeinz57 shall require the redeeming party to produce a current and valid rabies vaccination certificate for the Dog or Cat. If the owner fails to do so, AHeinz57 shall administer a rabies vaccination and charge the owner the rabies vaccination fee established by AHeinz57;
  - (5) *Attempt to Identify and Notify Owner*. Upon receipt of an animal delivery by the City and/or AHeinz57 staff, AHeinz57 shall first attempt to identify the owner of

the animal and notify the owner, if found, of the seizure of the animal as well as the owner's right to redeem the animal;

- (6) *Redemption of Impounded Animal by Owner.* The owner of an animal impounded at AHeinz57 shall have the right to redeem that animal, subject to the following conditions:
  - i. *City-Issued Release.* AHeinz57 shall require the redeeming owner to present a completed City of Dallas Center release;
  - ii. *Boarding Fees and other costs.* AHeinz57 shall charge and collect any incurred boarding, veterinarian, vaccination or other fees directly from the owner prior to releasing the animal;
- (7) *Bite Animal Quarantine.* Upon receipt of a Bite Animal, AHeinz57 shall keep the Bite Animal under quarantine for ten (10) days. During that period, AHeinz57 shall observe the Bite Animal for symptoms of rabies and other infectious diseases. Quarantined Bite Animals shall be released or euthanized only as directed by the City.
- (8) *Humane Euthanasia.* For reasons of public safety, to relieve animal suffering or to address highly contagious diseases and only after consultation with AHeinz57 staff veterinarians and AHeinz57 behavioral staff, AHeinz57 may humanely euthanize unclaimed, non-adopted animals. Additionally, AHeinz57 shall humanely euthanize animals if ordered to do so by the City. Further any and all euthanasia procedures performed by AHeinz57 staff shall be done in accordance with Iowa Code § 162.2(13);
- (9) *Emergency Veterinarian Services.* During regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays), AHeinz57 shall provide the services of a licensed veterinarian when, after consultation with the City, such services appear necessary in an emergency. Outside regular business hours, however, the City shall deliver any animals requiring emergency veterinarian services to a 24-hour animal hospital;
- (10) *Receipt of Dead Animals.* AHeinz57 shall accept dead dogs/puppies and cats/kittens of any size, and other animals not exceeding forty (40) pounds in weight, for cremation and/or other appropriate disposal;
- (11) *After-Hours Delivery Cages.* AHeinz57 shall have available two (2) clean, secure, and lockable canine cages and two (2) clean, secure, and lockable feline cages with litter boxes for after-hours deliveries, all of which are supplied with fresh water;

4.2 City Animal Service Fee. In consideration for animal services provided by AHeinz57 the City shall pay AHeinz57 a fee of \$50.00 per animal delivered by the City to AHeinz57.

- 4.3 Records Access. AHeinz57 shall keep intake information of strays from the City. AHeinz57 shall make such intake information available to the City upon request. However, the City shall not release any information about AHeinz57, its donors, adopters, or any information the City may be privy to as a result of the Agreement, to any person or persons, or other entities without the prior written consent of the Executive Director of AHeinz57 with the exception of records that are public records under Iowa Code Chapter 22, which may include this Agreement.
- 4.4 Licenses and Compliance. AHeinz57 shall apply for, and maintain, all necessary and/or applicable licenses, certifications and inspections relevant to current health, fire, safety, and professional standards. AHeinz57 must immediately correct any deficiencies or violations or take immediate action to seek variances. AHeinz57 shall comply with all other applicable state, federal and local laws, ordinances, rules and regulations. Further AHeinz57 shall not deny, restrict access to, or provide inferior services to any person, or deny or restrict employment opportunities, including promotional opportunities, to any applicant or current employee, on the basis of sex, age, race, national origin, religion, sexual orientation, gender identity, or physical or mental disability.
- 4.5 Insurance. AHeinz57 shall acquire and retain throughout the term of this Agreement suitable and sufficient insurance, and fidelity bonding, so as to protect it, its entire staff including contract employees, its clients, the City and the general public against any loss, injury, damage, or other liability arising from any wrongful or negligent act or omission in connection with responsibilities assumed by AHeinz57 under the terms of this Agreement.

AHeinz57 shall possess the following minimum insurance coverage during the term of this Agreement: Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate; Medical Expenses (any one person) - \$5,000.00; Workers' Compensation - Statutory, as required by the State of Iowa; Employer's Liability - \$500,000.00 bodily injury per accident, \$500,000.00 by disease, policy limit, and \$500,000.00 by disease, each employee; Excess / Umbrella Liability - \$1,000,000.00 per occurrence and annual aggregate limit. The City shall be named as "Additional Insured" on the Commercial General Liability and Excess / Umbrella Liability insurance policies, using the following language: "City of Dallas Center, Iowa, its Elected Officials, Employees, Agents, and Assigns."

AHeinz57 shall annually send an updated Certificate of Insurance to the City for verification. The Certificate of Insurance shall identify the following: The insurance company firm name and address; AHeinz57's business name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder/"Additional Insured"; and cancellation clause. AHeinz57 shall not cancel or lessen coverage limits on any insurance policies in existence without first providing thirty (30) calendar days advanced written notice to the City. The Parties expressly agree and state that the purchase of this policy of insurance does not provide coverage for torts specified in Iowa Code § 670.4, and the



City does not waive any of the defenses of governmental immunity available to the City under Iowa Code § 670.4 as it now exists and as it may be amended from time to time. The Parties further expressly agree and state that the City may, at any time, assert any of the governmental immunity defenses available to it without affecting the coverage afforded under this policy. Any insurance policies listing the City as an "Additional Insured" must contain an endorsement with the above language related to any defenses of governmental immunity.

4.6 Indemnification. The Parties shall indemnify and hold each other harmless against actions, liabilities, loss, damages and expenses resulting from injury or death of any person or loss of or damage to any tangible real or personal property to the extent that such injury, death, loss or damage relates to or arises from:

- (1) Any violation of this Agreement by either party;
- (2) Any negligent acts or omissions of the Parties, their officers, employees, agents, board members, contractors or any other person in connection with this Agreement;
- (3) The Parties performance of their respective duties under this Agreement;
- (4) Any failure by the Parties to comply with all local, state and federal laws and regulations; and/or
- (5) Any damage to property, real, personal, or other, by the dogs and cats, including property of the staff, contractor, and/or third parties, which is not attributable to negligence on the part of either party.

4.7 Duration and Termination. This Agreement shall be effective December 13, 2022 through December 31, 2024. The parties may agree to extend the term of this Agreement at any time in writing. Further either party may choose to terminate this Agreement for any reason and at any time by either party upon at least one hundred and eighty (180) days prior written notice. Such notice, or any other notice required or permitted to be given hereunder, shall be addressed as follows:

If to AHeinz57  
Executive Director  
402 Ash Street  
DeSoto, Iowa 50069

If to the City:  
City Administrator  
1502 Walnut Street  
Dallas Center, Iowa 50063

Or to such other address as either party shall have notified the other party of, in writing. Notice shall be deemed given when deposited with the U.S. Postal Services, registered or certified, addressed as specified.

- 4.8 Independent Contractor. AHeinz57 is an independent contractor and in no event or circumstance are any employees of AHeinz57 to be considered employees or agents of the City, or receive any benefits from the City. Employees hired and volunteers acquired by AHeinz57 to perform any and all of AHeinz57's obligations related to this Agreement shall be paid or compensated by AHeinz57 in accordance with the laws of the State of Iowa. AHeinz57 shall also provide workers' compensation and other statutory benefits to comply with applicable state and federal laws.
- 4.9 This Agreement shall be administered on behalf of the City by the Dallas Center City Administrator or designee. The Agreement shall be administered on behalf of AHeinz57, and services provided for hereunder shall be controlled and supervised by, the Executive Director of AHeinz57. Upon approval by each party to this Agreement, this Agreement shall be electronically filed by the City with the Secretary of State, pursuant to Iowa Code§ 28E.8.

IN WITNESS THEREOF, this Agreement has been executed to be effective as set forth above.

**CITY OF DALLAS CENTER , IOWA      AHEINZ57 PET RESCUE AND TRANSPORT,  
INC.**

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

By: \_\_\_\_\_  
Amy Heinz, Executive Director

Attest: \_\_\_\_\_  
Shellie Schaben, City Clerk

## ORDINANCE NO. 583

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, TO INCREASE THE WATER RATE CHARGED BY THE CITY.**

**BE IT ENACTED BY THE CITY COUNCIL** of the City of Dallas Center, Iowa, that:

**SECTION 1.** Section 92.02 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended to read as follows:

92.02 RATES FOR SERVICE. Water service shall be furnished at the following rates within the City:

1. Metered Service.

A. Effective January 16, 2023, \$10.63 per 1,000 gallons used per month, but not less than \$31.89 per month.

B. Effective January 16, 2024, \$11.06 per 1,000 gallons used per month, but not less than \$33.18 per month.

C. Effective January 16, 2025, \$11.50 per 1,000 gallons used per month, but not less than \$34.50 per month.

2. Bulk Sales.

A. Effective January 16, 2023, \$10.63 per 1,000 gallons.

B. Effective January 16, 2024, \$11.06 per 1,000 gallons.

C. Effective January 16, 2025, \$11.50 per 1,000 gallons.

3. Annual Adjustment of Metered Service and Occasional (Bulk) User Charges. Effective January 16, 2026, and on each successive January 16 thereafter, the rate per 1,000 gallons per month, the minimum monthly charge,

and the occasional (bulk) user charges set out in subsections 1 and 2 of this section shall be increased by a minimum of three percent (3%), rounded to the next whole penny, from the prior year, until such time as the rates are changed by action of the Council. Rates for water service will be periodically reviewed to ensure that the water system generates adequate revenues to pay the costs of operation and maintenance, including replacement.

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

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

**SECTION 4. When Effective.** This Ordinance shall be in effect from and after its final passage, approval, and publication as provided by law, but in no event will it apply to service prior to January 16, 2023.

Passed by the City Council on the 13<sup>th</sup> day of December, 2022, and approved on the 13<sup>th</sup> day of December, 2022.

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Daniel Beyer, Mayor

ATTEST:

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Shellie Schaben, City Clerk

**RESOLUTION NO. 2022-103**

**A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA**, the following transfers are hereby authorized as determined necessary during the budget process and to record the money received from the County for Drainage District 76:

		Debit	Credit
Transfer from			
General transfer out	001-910-6910	\$3,000.00	
General savings	001-000-1160		\$3,000.00
Transfer to			
Depr Memorial Hall savings	029-000-1166	\$3,000.00	
Depr transfer in	029-910-4830		\$3,000.00
Savings for maintenance			
Transfer from			
General transfer out	001-910-6910	\$192.59	
General savings	001-000-1160		\$192.59
Transfer to			
DD76 savings	760-000-1160	\$192.59	
DD76 transfer in	760-910-4830		\$192.59
To pay for DD76 expenses			

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 13<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
Danny Beyer, Mayor

ATTEST:

\_\_\_\_\_  
Michele Schaben, City Clerk

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**  
 City of DALLAS CENTER  
 Fiscal Year July 1, 2022 - June 30, 2023

The City of DALLAS CENTER will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

<b>Meeting Date/Time:</b> 12/13/2022 07:00 PM	<b>Contact:</b> Cindy Riesselman	<b>Phone:</b> (515) 992-3725
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**Meeting Location:** 1502 Walnut Street, Memorial Hall, Dallas Center, IA 50063

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	1,211,621	0	1,211,621
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	1,211,621	0	1,211,621
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	190,000	0	190,000
Other City Taxes	6	468,423	50,000	518,423
Licenses & Permits	7	82,150	0	82,150
Use of Money & Property	8	35,316	0	35,316
Intergovernmental	9	461,813	327,849	789,662
Charges for Service	10	1,353,706	0	1,353,706
Special Assessments	11	0	0	0
Miscellaneous	12	14,925	40,000	54,925
Other Financing Sources	13	2,900,000	0	2,900,000
Transfers In	14	2,465,430	313,000	2,778,430
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>9,183,384</b>	<b>730,849</b>	<b>9,914,233</b>
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	364,876	64,200	429,076
Public Works	17	981,446	42,700	1,024,146
Health and Social Services	18	8,500	0	8,500
Culture and Recreation	19	584,739	45,000	629,739
Community and Economic Development	20	123,800	-29,500	94,300
General Government	21	287,619	83,500	371,119
Debt Service	22	587,783	0	587,783
Capital Projects	23	4,159,216	1,265,800	5,425,016
Total Government Activities Expenditures	24	7,097,979	1,471,700	8,569,679
Business Type/Enterprise	25	1,269,379	238,600	1,507,979
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>8,367,358</b>	<b>1,710,300</b>	<b>10,077,658</b>
Transfers Out	27	2,465,430	313,000	2,778,430
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>10,832,788</b>	<b>2,023,300</b>	<b>12,856,088</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-1,649,404</b>	<b>-1,292,451</b>	<b>-2,941,855</b>
Beginning Fund Balance July 1, 2022	30	4,791,839	-38,179	4,753,660
<b>Ending Fund Balance June 30, 2023</b>	<b>31</b>	<b>3,142,435</b>	<b>-1,330,630</b>	<b>1,811,805</b>

**Explanation of Changes:** Revenues-LOST revenues, grants, pool donations, developer reimbursements, transfers in  
 Expenses-increased garbage fees, new storm sirens, trees, technology costs, increased pool staff, pocket park, development costs, dues, dues, staff training, swimming pool project, Hwy. 44 water main replacement, storm water repairs, fuel costs, increased liability insurance costs, transfers

Acct #	Revenues	Orig budget amt	Amended amt	New amt	
001-150-4400	FEMA storm siren grant	\$0.00	\$52,749.00	\$52,749.00	FEMA grant
001-210-4705	DNR tree grant	\$0.00	\$10,100.00	\$10,100.00	DNR grant
001-430-4494	Grants	\$0.00	\$40,500.00	\$40,500.00	ED, Betterment, mini grant, AARP
001-950-4710	General-reimburse	\$10,000.00	\$40,000.00	\$50,000.00	CCE Plat 6, city sign
121-950-4090	LOST	\$460,000.00	\$50,000.00	\$510,000.00	LOST revenues
161-510-4705	Development trees	\$0.00	\$18,000.00	\$18,000.00	development trees
200-910-4830	DS-transfer in	\$283,165.00	\$150,000.00	\$433,165.00	LOST transfers
309-440-4498	Cap Impr Pool-grants	\$0.00	\$1,500.00	\$1,500.00	Bock grant for pool
309-440-4498	Cap Impr Pool-donations	\$0.00	\$205,000.00	\$205,000.00	Friends of the pool donation
309-910-4830	Cap Impr Pool-transfer in	\$1,677,956.00	\$30,000.00	\$1,707,956.00	Burnett transfer
602-910-4830	Water Cap Outlay-transfer in	\$0.00	\$133,000.00	\$133,000.00	Cap Impr ARPA
	<b>Total Revenues</b>	<b>\$2,431,121.00</b>	<b>\$730,849.00</b>	<b>\$3,161,970.00</b>	

Acct #	Expenses	Orig budget amt	Amended amt	New amt	
	<b>Public Safety</b>				
001-150-6419	Fire Dept-technology serv	\$4,500.00	\$2,600.00	\$7,100.00	tablets
001-150-6599	Fire Dept-storm sirens	\$0.00	\$61,600.00	\$61,600.00	storm sirens
	<b>Total Public Safety</b>	<b>\$4,500.00</b>	<b>\$64,200.00</b>	<b>\$68,700.00</b>	

	<b>Public Works</b>				
001-210-6419	Streets-technology service	\$2,000.00	\$600.00	\$2,600.00	computer
001-290-6499	Garbage-fees	\$242,104.00	\$25,000.00	\$267,104.00	rate increase
001-299-6490	Street trees	\$28,000.00	\$10,100.00	\$38,100.00	DNR tree grant
110-210-6490	RUT-Fair View sidewalk	\$0.00	\$2,000.00	\$2,000.00	Fair View sidewalk
110-250-6599	RUT-snow removal supplies	\$10,000.00	\$5,000.00	\$15,000.00	road salt
	<b>Total Public Works</b>	<b>\$282,104.00</b>	<b>\$42,700.00</b>	<b>\$324,804.00</b>	

#### Health & Social Services

<b>Total Health &amp; Soc Services</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
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#### Culture & Rec

001-430-6320	Parks-ground maint	\$13,750.00	\$30,000.00	\$43,750.00	pocket park
001-430-6331	Parks-vehicle operation	\$2,000.00	\$1,000.00	\$3,000.00	fuel costs
001-430-6450	Parks-tree maint	\$8,500.00	\$1,000.00	\$9,500.00	trees
001-440-6010	Swim pool-wages	\$53,970.00	\$10,000.00	\$63,970.00	increased staff
001-440-6350	Swim pool-oper equip repairs	\$1,000.00	\$3,000.00	\$4,000.00	repairs
	<b>Total Culture &amp; Rec</b>	<b>\$79,220.00</b>	<b>\$45,000.00</b>	<b>\$124,220.00</b>	

#### Community & Econ Dev

001-520-6210	Econ Dev-dues	\$4,500.00	\$1,000.00	\$5,500.00	Alliance
001-520-6495	Econ Dev-activities	\$100,000.00	-\$65,000.00	\$35,000.00	
001-520-6761	Econ Dev-Walnut St	\$0.00	\$4,500.00	\$4,500.00	Phase 1
001-540-6407	P&Z-engineering	\$0.00	\$12,000.00	\$12,000.00	CCE Plat 6
161-510-6450	Developments-trees	\$0.00	\$18,000.00	\$18,000.00	trees
	<b>Total Econ Development</b>	<b>\$104,500.00</b>	<b>-\$29,500.00</b>	<b>\$75,000.00</b>	

#### General Government

001-610-6210	Mayor/Council-dues	\$1,500.00	\$1,500.00	\$3,000.00	Region XII dues
001-610-6599	Mayor/Council-bonds	\$5,000.00	\$52,000.00	\$57,000.00	bond fees
001-620-6230	Clerk-training	\$2,000.00	\$3,000.00	\$5,000.00	training
001-620-6419	Clerk-technology serv	\$14,000.00	\$16,000.00	\$30,000.00	Laser Fiche
001-650-6320	Memorial Hall-misc	\$1,400.00	\$3,000.00	\$4,400.00	cameras, tree removal
001-660-6408	General-liability insurance	\$56,000.00	\$8,000.00	\$64,000.00	increased rates/deductible
	<b>Total General Gov</b>	<b>\$79,900.00</b>	<b>\$83,500.00</b>	<b>\$163,400.00</b>	

#### Debt Service

<b>Total Debt Service</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
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**Capital Projects**

309-440-6407	Cap Improve Pool-Eng	\$0.00	\$160,000.00	\$160,000.00	pool
309-440-6799	Cap Improve Pool-Expense	\$3,894,200.00	\$1,105,800.00	\$5,000,000.00	pool
<b>Total Capital Projects</b>		<b>\$3,894,200.00</b>	<b>\$1,265,800.00</b>	<b>\$5,160,000.00</b>	

**Enterprise Fund**

600-810-6408	Water-insurance	\$10,500.00	\$5,000.00	\$15,500.00	liability increase
600-810-6899	Water-bond registrar fees	\$500.00	\$600.00	\$1,100.00	bond fees
602-810-6407	Water Cap Outlay-engineering	\$3,000.00	\$25,000.00	\$28,000.00	Hwy. 44 distr
602-810-6780	Water Cap Outlay-expenses	\$265,000.00	\$80,000.00	\$345,000.00	Hwy. 44 distr
610-815-6371	Sewer-utilities	\$25,000.00	\$10,000.00	\$35,000.00	usage increase
610-815-6407	Sewer-engineering	\$0.00	\$3,000.00	\$3,000.00	east usage/Cross dev
610-815-6408	Sewer-insurance	\$16,000.00	\$5,000.00	\$21,000.00	liability increase
610-815-6499	Sewer-tests	\$12,000.00	\$5,000.00	\$17,000.00	testing
740-865-6379	Storm District-maint/rep	\$25,000.00	\$25,000.00	\$50,000.00	Sycamore intakes
760-899-6399	Drainage District 76 expenses	\$0.00	\$80,000.00	\$80,000.00	DD 76 expenses
<b>Total Enterprise Fund</b>		<b>\$357,000.00</b>	<b>\$238,600.00</b>	<b>\$595,600.00</b>	

**Transfers Out**

121-910-6910	LOST-transfer out	\$1,429,042.00	\$150,000.00	\$1,579,042.00	to ds
169-910-6910	Burnett Cap Impr-transfer out	\$293,973.00	\$30,000.00	\$323,973.00	to cap imp pool
310-910-6910	Cap Impr ARPA-transfer out	\$0.00	\$133,000.00	\$133,000.00	to water
<b>Total Transfers Out</b>		<b>\$1,723,015.00</b>	<b>\$313,000.00</b>	<b>\$2,036,015.00</b>	

**Total expenses**

<b>\$6,524,439.00</b>	<b>\$2,023,300.00</b>	<b>\$8,547,739.00</b>
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## RESOLUTION NO. 2022-107

### **A RESOLUTION CORRECTING RESOLUTION NO. 2021-38 WHICH AMENDED THE PERSONNEL POLICY AND PROCEDURE MANUAL FOR EMPLOYEES OF THE CITY OF DALLAS CENTER, IOWA, RELATING TO PAID HOLIDAYS**

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

**WHEREAS**, Section 17.02(6) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, provides for the authorization by resolution of the Council the number, duties and compensation of City employees; and

**WHEREAS**, the Council on May 10, 2005, by Resolution No. 2005-10 adopted a Personnel Policy and Procedure Manual for Employees of the City of Dallas Center, which Resolution was further amended by Resolution No. 2006-8 adopted by the Council on March 14, 2006, by Resolution 2008-27 adopted by the Council on May 13, 2008, by Resolution 2010-06 adopted by the Council on February 9, 2010, by Resolution 2012-44 adopted by the Council on December 14, 2012, by Resolution 2015-09 adopted by the Council on March 10, 2015, by Resolution 2016-20 adopted by the Council on July 12, 2016, by Resolution 2017-1 adopted by the Council on January 10, 2017, by Resolution 2021-38 adopted by the Council on July 13, 2021, by Resolution 2021-68 adopted by the Council on November 9, 2021, and by Resolution 2021-74 adopted by the Council on December 14, 2021; and

**WHEREAS**, Resolution 2021-38 adopted by the Council on July 13, 2021, relating to paid holidays omitted including Christmas Eve Day as a paid holiday due to a scrivener's error, which Day was previously added as a paid holiday by the adoption of Resolution 2012-44 on December 14, 2012; and

**WHEREAS**, Resolution 2021-38 and the Personnel Policy and Procedure Manual should be corrected and amended to reflect the inclusion of Christmas Eve Day as a paid holiday.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dallas Center, Iowa, that Chapter 4, Section 412 (Holidays) of the Personnel Policy and Procedure Manual is hereby amended and corrected to read as follows:

**412. Holidays** - Regular employees shall be eligible for ten (10) paid holidays. Paid holidays shall be established by the City Council. Recognized paid holidays are: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day. Regular full-time employees also receive one personal holiday and one birthday holiday of the employee's selection.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Dallas Center, Iowa, on this 13<sup>th</sup> day of December, 2022.

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Daniel Beyer, Mayor

ATTEST:

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Shellie Schaben, City Clerk

2022-108



# Radon Mitigation Proposal

Email: [Redacted]  
Phone: [Redacted]

**Date Proposal Prepared: 12/9/2022**  
**Property Street Address: 1502 Walnut St**  
**City, State, Zip: Dallas Center, IA**  
**Preparer: Dean Gildersleeve**  
**Prepared for: Dallas Center City Hall**

The following airborne radon reduction proposal is based on the following pCi/L of radon as disclosed to AmeriServ Radon of Iowa: **10.3 pCi/L**

### How it works

Our system involves piping that extends from under your foundation slab to the outside of the home. We install a suction fan with the pipe to create a vacuum or negative pressure under the slab/crawl space. This vacuum or negative pressure draws the radon from the soil and disburse it to the outside air before it can enter your home.

### Proposal:

Please note: as a precaution, the tile in the storage closet will need to be tested for asbestos prior to AmeriServ coming onsite to do work.

System would be routed by drilling a suction point at the right front corner of the storage room (please note, a file cabinet will need to be relocated prior to AmeriServ arriving onsite.) System piping will then be run through the 16" exterior block wall at the right side of the building. Piping then to go up and vent above the upper windows. System fan will be located on the exterior of the building. Once the system has been installed, AmeriServ will then provide the posttest to ensure radon levels are below 4.0 pCi/L. An electrician will need to be hired for the electrical work which has been included in the project cost. *(In the event radon levels remain above 4.0 pCi/L upon initial installation, we will need to come back out and install an additional suction point in the amount of \$375. This does include another post-test.)*

Every installation includes:

1. Continuation of the vent stack from fan to safe height and location.
2. Manometer installation (displays and monitors fan vacuum performance).
3. Post-mitigation radon test at no additional cost.
4. LIFETIME warranty on workmanship and system durability.
5. 10-year replacement warranty on fan.
6. Transfer of warranties to new owner with the title of the property.
7. Best price guarantee: we will match any radon company's price quote for an identical installation.

**Total: \$1,645.00**  
**At AmeriServ, we have a BEST PRICE GUARANTEE!**

Price match guarantee requires a copy of the competitor's bid to ensure a comparable radon mitigation system install. Some exclusions may apply on systems that require more than a basic install. Price quote valid for 30 days.

Acceptance Signature/Date

Print Name

Authorizing Company (Agent)/Date

# Radon Mitigation Proposal

Email: [REDACTED]

Phone: [REDACTED]



## What You Need to Know

AmeriServ Radon Mitigation is Iowa's leading radon mitigation company. Your health and safety are our top priority. If you choose us as your mitigation provider, here are a few of the benefits you'll enjoy:

- A 200% satisfaction guarantee
- More than 75 years of combined construction experience
- Professionally trained, certified, and insured mitigation specialists
- Prompt, free post-testing
- A reputation for excellent customer service, with membership in the following organizations:
- DMAAR (Des Moines Area Association of Realtors), Central Iowa Board of Realtors, the Better Business Bureau (BBB), Angie's List, and the American Association of Radon Scientists and Technicians (ARRST)
- The EPA recommends re-testing your home every 2 years even if you have a radon mitigation system installed. We will provide a FREE 2 year follow up test. (\*Free test will be a home kit provided by AmeriServ Radon Mitigation of Iowa. Test available upon customer's request.)



## Warranties (transferrable to future owners)

All components of the radon system have a ten-year manufacturer's warranty from the original date of activation and will be replaced or repaired at our discretion. We will reduce the radon level as low as possible and guarantee the level to at least less than 4.0 pCi/L. If you do future basement work, inspections by us will need to be done to keep your warranty in effect. An inspection must be done before any framing is enclosed or any concrete is poured, and another at completion of your project. A fee will be charged for each inspection along with a mileage charge if outside the Des Moines area.

We will repair or modify the system at our expense if defects develop and/or if the system is not operating correctly for the warranties in effect. If a sump pump is replaced or installed, it is not included in the system warranty but is covered by the sump pump manufacturer's warranty. If any unauthorized modifications of the system are done, then this warranty is null and void. Authorization must come from AmeriServ Radon Mitigation. There are no other expressed or implied warranties.

## Instructions for Maintaining Your System

1. Keep the system running continuously. Temporary loss of power will not dramatically increase your radon level.
2. Check the vacuum monitor gauge often. If both columns are at zero, call us immediately.
3. Test the radon level at least every two years. If the radon level jumps above 4.0 pCi/L, call us immediately.
4. If the monitor is reading above the maximum mark, immediately turn off the system to protect the fan from damage, check the sump pump or drain in the pit to see if they are operating properly, and call us. If you hear a gurgling, then the groundwater level has risen enough to restrict the cooling air to the radon fan. If not turned off, the fan will eventually burn out. When you think the water level has subsided or the sump pump or drain has been fixed, turn the system back on. If the monitor reads less than the maximum marked, leave it on. If not, turn it off and try turning it on again later.
5. If your system included any mechanical drains, keep them clean. A hissing noise sometimes indicates a dirty drain.
6. If anyone gets on the roof, turn off the system at the circuit breaker until they get down. EXTREMELY HIGH LEVELS OF RADON ARE BEING EXHAUSTED.

## Disclaimers and Other Warnings

All work will meet or exceed EPA and State requirements and local building codes. All fees and taxes are covered, including the Iowa Department of Public Health (IDPH) fee of \$40.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Some caulking and chemicals used during installation are extremely flammable. They may cause eye and skin irritation. Inhalation of vapors or mist may cause respiratory irritation and central nervous

Serving the Greater Des Moines Area and West Central Iowa

email: [teamradon@ameriservradon.com](mailto:teamradon@ameriservradon.com) / phone: 515-240-4175 / 2008 Winding Creek Circle, Polk City, IA 50226

system effects. Swallowing may cause Irritation, nausea, vomiting, diarrhea, and kidney or liver disorders. Please keep all areas well ventilated until caulking/chemicals have cured or dried.



## Radon Mitigation Proposal

Email: [REDACTED]

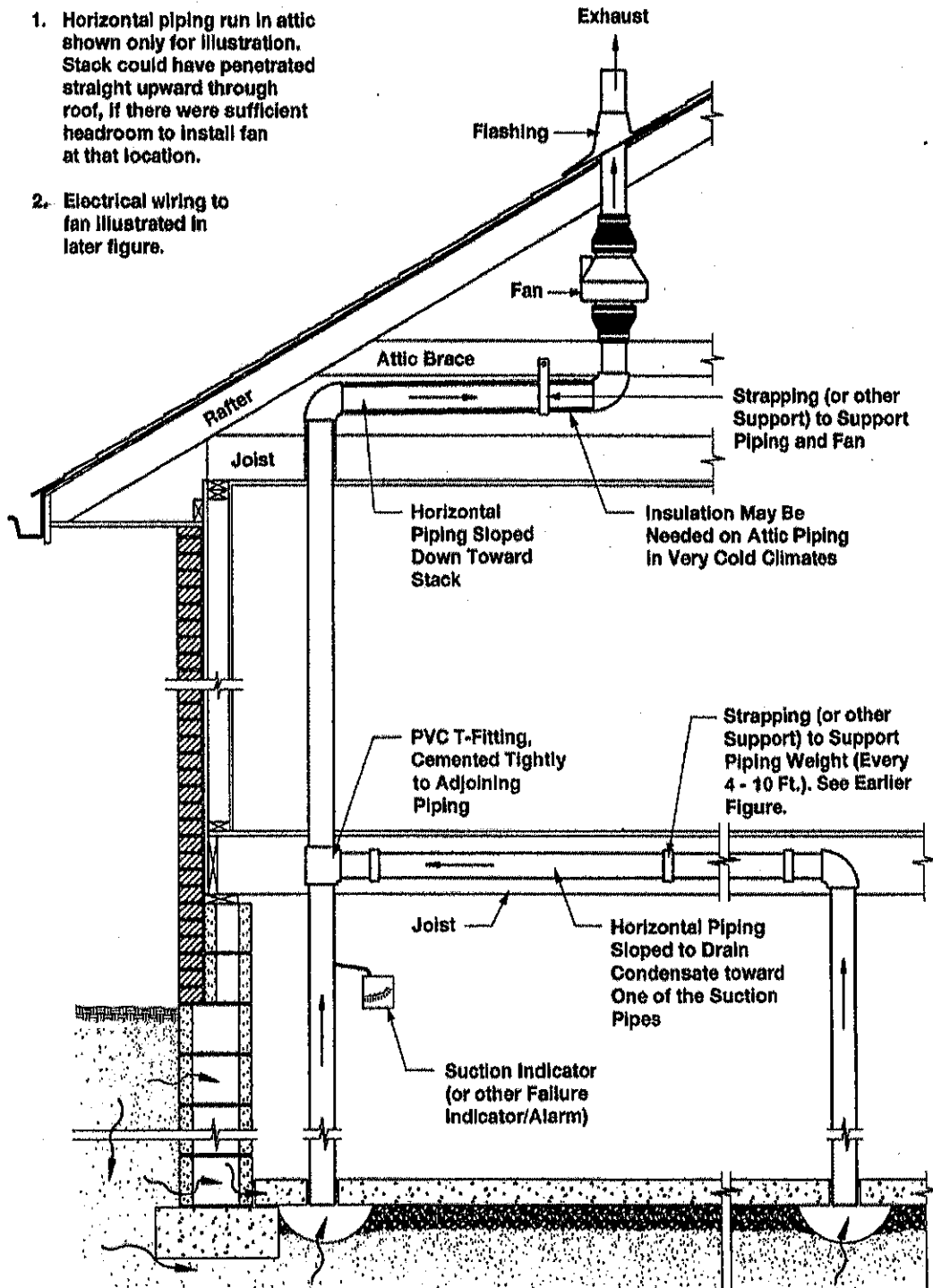
Phone [REDACTED]

## Internal System Installation

For illustration purposes only. Refer to your proposal for specific installation details.

**Notes:**

1. Horizontal piping run in attic shown only for illustration. Stack could have penetrated straight upward through roof, if there were sufficient headroom to install fan at that location.
2. Electrical wiring to fan illustrated in later figure.



## Radon Mitigation Proposal

Email: [teamradon@ameriservradon.com](mailto:teamradon@ameriservradon.com)

Phone: 515-240-4175

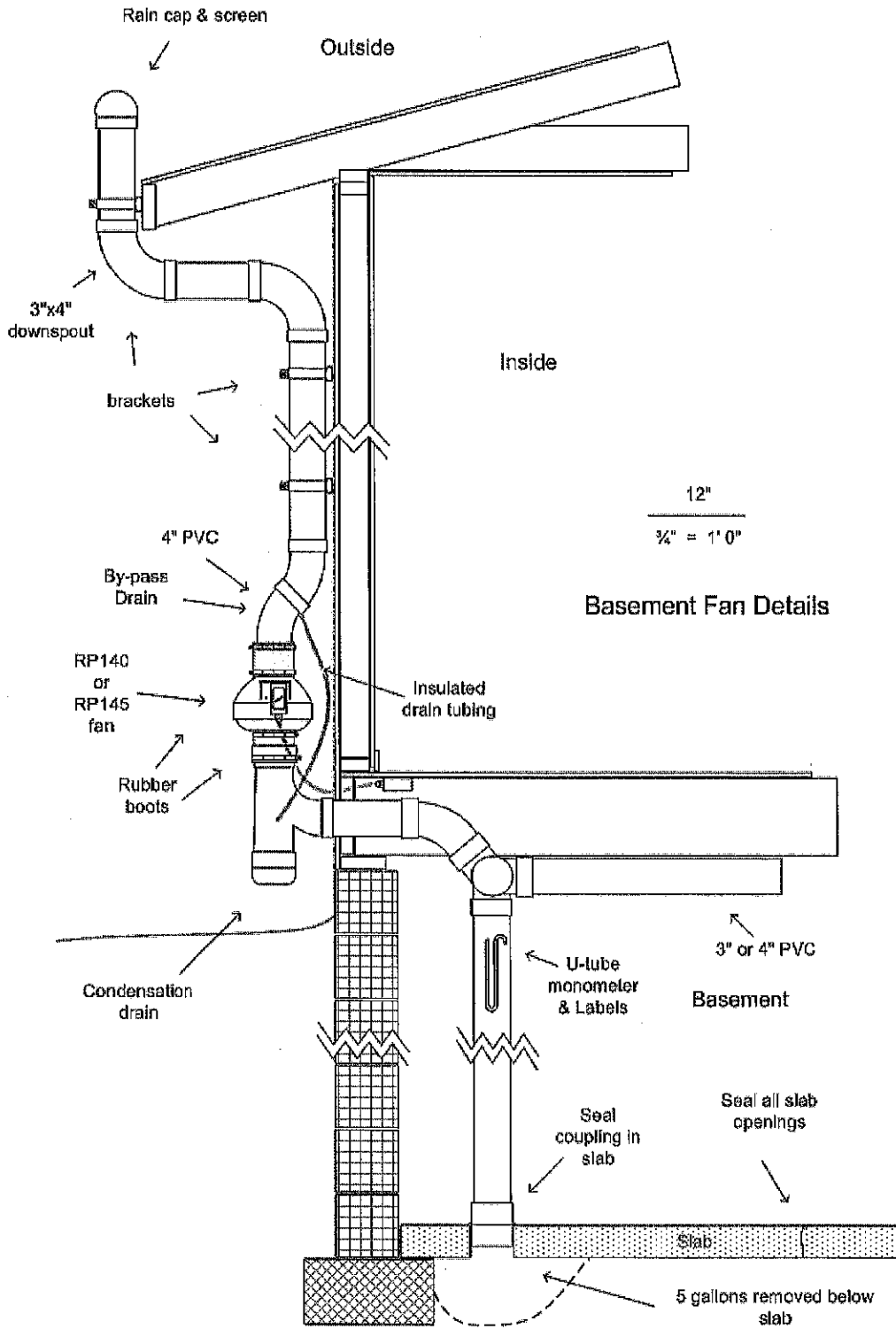


## External System Installation

For illustration purposes only. Refer to your proposal for specific installation details.

Serving the Greater Des Moines Area and West Central Iowa

email: [teamradon@ameriservradon.com](mailto:teamradon@ameriservradon.com) / phone: 515-240-4175 / 2008 Winding Creek Circle, Polk City, IA 50226



# SOLAR POWER AND SERVICES AGREEMENT

## Cover Sheet

This Solar Power and Services Agreement is made as of: 12/10/22 (the "Effective Date"), and together with the Cover Sheet, General Terms and Conditions, Exhibits, and Schedules The parties to this Agreement (the "Parties") are as follows:

<b>Provider:</b> Red Lion Creston Schools Solar, LLC	<b>Buyer:</b> City of Dallas Center
<b>All Notices:</b> Street: <span style="background-color: black; color: black;">[REDACTED]</span> City: <span style="background-color: black; color: black;">[REDACTED]</span> Attn: <span style="background-color: black; color: black;">[REDACTED]</span> Phone: <span style="background-color: black; color: black;">[REDACTED]</span>	<b>All Notices:</b> Street: <u>1502 Walnut Street</u> City: <u>Dallas Center, IA</u> Zip: <u>50063</u> Attn: <u>Danny Beyer</u> Phone: <u>515-992-3725</u> Fax: _____
<b>With a copy to:</b> Name: <span style="background-color: black; color: black;">[REDACTED]</span> Street: <span style="background-color: black; color: black;">[REDACTED]</span> City: <span style="background-color: black; color: black;">[REDACTED]</span> Attn: <span style="background-color: black; color: black;">[REDACTED]</span> Phone: <span style="background-color: black; color: black;">[REDACTED]</span>	<b>With a copy to:</b> Name: _____ Street: _____ City: _____ Zip: _____ Attn: _____ Phone: _____ Fax: _____
<b>Emergency Contact Information:</b> Name: <span style="background-color: black; color: black;">[REDACTED]</span> Street: <span style="background-color: black; color: black;">[REDACTED]</span> City: <span style="background-color: black; color: black;">[REDACTED]</span> Attn: <span style="background-color: black; color: black;">[REDACTED]</span> Phone: <span style="background-color: black; color: black;">[REDACTED]</span> E-mail: <span style="background-color: black; color: black;">[REDACTED]</span>	<b>Emergency Contact Information:</b> Name: <u>City of Dallas Center</u> Street: <u>1502 Walnut Street</u> City: <u>Dallas Center, IA</u> Zip: <u>50063</u> Attn: <u>Danny Beyer</u> Phone: <u>515-992-3725</u> Fax: <u>NA</u> E-mail: <u>mayor@dallascenter.com</u>

The Parties hereby agree that the General Terms and Conditions attached hereto are incorporated herein.

<b>Project Site Name:</b>	Dallas Center Solar
<b>Description and Address of Project Site:</b>	Library, 1308 Walnut Street, Dallas Center, IA 50063 Park Restroom, 1307 Walnut Street, Dallas Center, IA 50063 Maintenance, 701 Walnut Street, Dallas Center, IA 50063 City Hall, 1502 Walnut Street, Dallas Center, IA 50063 Water Treatment Plant, 2281 240 <sup>th</sup> Street, Dallas Center, IA 50063 Well 7, 23520 Midland Trail, Dallas Center, IA 50063 Well 9, 23500 Midland Trail, Dallas Center, IA 50063 Well 10, 23500 Midland Trail, Dallas Center, IA 50063 Well 11, 23765 Midland Trail, Dallas Center, IA 50063 Wastewater Treatment Plant, 2711 250 <sup>th</sup> Street, Dallas Center, IA 50063
<b>System Description and Nameplate Capacity:</b>	Solar photovoltaic (PV) electricity generating systems tied into individual facility electrical systems for a total of 418 kW-dc located at 9 sites: Library (35 kW), Park Restroom (9 kW), Maintenance (8 kW), City Hall (25 kW), Water Treatment Plant (38 kW), Well 7 (12 kW), Well 9 (23kW), Well 10 (12kW), Well 11 (31 kW), and Wastewater Treatment Plant (225 kW). – see Exhibit E for layouts
<b>Project Documents:</b>	Project system layouts and descriptions included in Exhibit E.
<b>Local Electric Utility:</b>	Alliant Energy
<b>Interconnection Agreement:</b>	Alliant Energy standard interconnection agreements. Separate agreements submitted for each facility.
<b>EPC Contractor:</b>	Red Lion Renewables. Electrical contractor: TBD
<b>Required Rebate:</b>	NA
<b>Estimated Commercial Operation Date:</b>	12/31/23
<b>Installation Date</b>	See Exhibit H
<b>System Acceptance Testing Requirements:</b>	Utility acceptance and Red Lion Renewables meter reading



Governing Law:	Iowa	Venue:	Dallas County
kWh Rate:	Initial rate of \$0.14/kWh with 2.5% annual escalator for the Library and Park Restroom Initial rate of \$0.080/kWh with 2.5% annual escalator for the Maintenance and City Hall Initial rate of \$0.045/kWh with 2.5% annual escalator for the Water Treatment Plant, Well 7, Well 9, Well 10, Well 11, and Wastewater Treatment Plant. 20-year term See Exhibit F for schedule		
Additional Expenses:	NA		
Early Termination Value:	See Exhibit F for schedule		

IN WITNESS WHEREOF, the Parties have caused this Solar Power and Services Agreement to be duly executed as of the date first written above.

**CITY OF DALLAS CENTER**

**RED LION DALLAS CENTER SOLAR, LLC**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: Terry Dvorak  
Date: \_\_\_\_\_  
Title: Manager

## GENERAL TERMS & CONDITIONS

### Article I. Provider Obligations.

#### Section 1.01 Installation.

(a) Construction Plans. From and after the Effective Date, Provider shall provide to Buyer construction plans and engineering evaluations regarding the Installation Work (the date of such submission, the "Construction Plans Submission Date").

(b) Installation Work. After receipt of the Notice to Proceed (provided pursuant to Section 2.01 below), but no later than the Installation Date, Provider shall commence the Installation Work. Provider shall perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with Buyer's and Buyer's invitees' and customers' use of the Project Site to the extent commercially practicable.

(c) Installation Standards. The System shall be installed with due care by qualified employees, representatives, agents, contractors, subcontractors or advisors of Provider and shall conform to Prudent Electric Practices and Applicable Law. If Provider fails to meet any of the foregoing standards in any material respect, Provider shall perform at its own cost, and without additional charge to Buyer, the professional services necessary to correct errors and omissions, including any necessary replacement of any component of the System, that are caused by Provider's failure to comply with the above standards in all material respects.

Section 1.02 Utility and Government Approvals. Provider shall obtain and maintain all Approvals that are required for the performance of the Installation Work, System Acceptance Testing, System Operations and any other work required under this Agreement.

Section 1.03 Testing. Provider may, upon not less than three (3) Business Days' prior written notice to Buyer, conduct testing of the System ("System Acceptance Testing"). System Acceptance Testing shall be deemed successful upon the achievement of the tests set forth on the Cover Sheet. Buyer shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing, at Buyer's sole cost.

#### Section 1.04 Operation and Maintenance.

(a) System Operations. Provider shall perform System Operations (either itself or through Maintenance Providers) for the System at its sole cost and expense.

#### (b) Metering.

(i) Installation and Maintenance. Provider shall install and maintain, at the Delivery Point, a utility grade kilowatt-hour (kWh) meter for the measurement of Solar Services delivered to the Delivery Point (the "Metering System").

(ii) Testing. No more than one (1) time in any twelve (12) month period, Buyer may request, in writing, that Provider test the Metering System for accuracy. Notwithstanding the foregoing, if Buyer reasonably believes the Metering System is inaccurate, it may request, in writing, that Provider test the Metering System for accuracy. Provider shall test the Metering System within twenty (20) days after delivery of Buyer's written request, and shall provide to Buyer a copy of all testing and accuracy calibrations for the Metering System to Buyer.

(iii) Adjustments. If testing of the Metering System indicates that it is in error by more than one-half of one percent (0.5%), then Provider shall promptly repair or replace the Metering System. Provider shall make a corresponding adjustment to the records of the amount of Solar Services delivered to the Delivery Point based on such test results for (A) the actual period of time when such error caused inaccurate meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or (B) if such period cannot be so determined, then a period determined by a third party mutually agreed upon by the Parties, such period not to exceed the *shorter* of: (X) one-half (1/2) of the period from the later of the date of the last previous test confirming accurate metering or the date the Metering System was placed into service; and (Y) two (2) years.

(iv) Costs. If (A) testing of the Metering System is pursuant to Buyer's written request under Section 1.04(b)(ii), and (B) such testing indicates the Metering System is in error by two percent (2%) or less, then Buyer shall be responsible for the costs of such testing and no adjustments will be made to the records. Otherwise, Provider will be responsible for the costs of such testing.

(c) Malfunctions and Emergencies. Provider shall notify Buyer (i) immediately upon the discovery of an emergency condition in the System, and (ii) within twenty-four (24) hours following its discovery of any material malfunction in the operation of the System or of the discovery of an interruption in the supply of Solar Services. If an emergency condition exists, Provider shall dispatch the appropriate personnel to perform the necessary repairs or take corrective action in an expeditious and safe manner. If there exists an imminent risk of damage or injury to any Person or any Person's property, then in any such case, Provider may (but shall not be obligated to) take such action as Provider deems appropriate to prevent such damage or injury. Such action may include disconnecting and removing all or a portion of the System, in compliance with the provisions of Section 1.05, or suspending the supply of Solar Services to Buyer. If such emergency condition exists due to: (a) an event of Force Majeure, then the Parties shall equally bear the costs of such action, including any necessary repairs or replacements to the System; (b) the acts or omissions of Buyer or a third party (excluding the EPC Contractor or any Maintenance Provider), then Buyer shall bear the costs of such action, including any necessary repairs or replacements to the System; or (c) for any other reason, then Provider shall bear the costs of such action, including any necessary repairs or replacements to the System.

Section 1.05 Removal of the System. Upon the expiration of the Term or the occurrence of an Early Termination Date, Provider shall, at its expense, remove the System from the Premises on a mutually agreeable date but in no event later than ninety (90) calendar days after the expiration of the Term or the Early Termination Date (as applicable); provided, however, that Provider shall not remove the System from the Premises if Buyer purchases the System by exercising its Purchase Option; provided, further, that Provider shall not be required to remove System components located below grade or hidden within walls; provided, further, that under no circumstances shall Provider be required to remove the System prior to the fifth (5<sup>th</sup>) anniversary of the Commercial Operations Date, unless otherwise agreed by Provider. Buyer's covenants in Section 6.02 shall remain in effect until the date that the System is removed pursuant to this Section 1.05. If Provider is under an obligation to remove the System pursuant to this Section 1.05, and fails to remove or commence substantial efforts to remove the System by the date agreed upon pursuant to this Section 1.05, Buyer may remove the System to a public warehouse (other than System mounting pads or other support structures) at Provider's cost. Notwithstanding the foregoing, Lessee shall be required, at Lessee's sole expense, as soon as reasonably practicable and no later than two hundred seventy (270) days after the Termination Date of this Lease, during which time Lessee shall continue to imminent threat or hazard to public health or safety (an "Emergency") at the Premises. Lessee shall be entitled to respond to any such Emergency as promptly as reasonably possible and take all measures necessary to address the condition that gave rise to the Emergency. Lessor shall not be required to incur any cost or expense attributable to the Customer-Hosted Facility in the event of such Emergency, except to the extent such emergency is caused by Lessor's negligence or willful misconduct.

## Article II. Buyer Obligations.

### Section 2.01 Installation.

(a) Approval of Construction Plans. Following the Construction Plans Submission Date and prior to delivery of the Notice to Proceed, Buyer shall have the right to review and approve all construction plans and engineering evaluations. Upon approving the construction plans and satisfaction of Buyer's conditions precedent set forth in Section 4.02, and within thirty (30) calendar days following the Construction Plans Submission Date, Buyer shall deliver to Provider a written notice directing Provider to commence the Installation Work (the "Notice to Proceed"). Buyer agrees to expend commercially reasonable efforts to approve the construction plans and satisfy the conditions precedent.

(b) Solar Access and Load. Buyer shall not cause or permit any interference with the System's insolation and access to sunlight, as such insolation and access exists as of the Effective Date. Buyer agrees to prevent building of shade producing structures or landscaping that would provide more shade than is currently received on the solar arrays at time of contracting. Should Buyer wish to add shade producing

obstructions, Buyer shall either purchase the system at fair market value or pay for the relocation of the solar array on premises, or compensate for the difference in solar production at a mutually agreeable value.

Section 2.02 Government Approvals. Buyer shall generally assist Provider in obtaining and maintaining Approvals required for Provider to perform its obligations under this Agreement. Such assistance by Buyer shall include providing to Provider in a timely manner: (i) any authorizations needed for any Approvals; (ii) signed applications for permits, Local Electric Utility grid interconnection applications and agreement(s) and rebate applications; and (iii) drawings of the existing electrical and structural components of the Premises. To the extent that only Buyer is authorized to obtain or issue any necessary consents, approvals, permits, rebates or other Financial Incentives for the Installation Work, System Acceptance Testing, System Operations, System removal or any other work required under this Agreement, Buyer shall deliver to Provider promptly, and shall assist Provider in maintaining and utilizing, copies of such consents, approvals, permits, rebates, Financial Incentives and authorizations.

Section 2.03 Purchase Requirement. Buyer agrees to purchase all of the Solar Services delivered to the Delivery Point during the Term.

Section 2.04 Rights of Access.

(a) Access to Premises. Buyer hereby grants to Provider, its employees, agents, contractors, subcontractors, invitees, advisors, the EPC Contractor and any Maintenance Providers a license, which shall include the rights (a) to use and access the Premises to perform the Installation Work, ongoing maintenance work, and observe system operations during the Term, to confirm compliance with the terms of this Agreement and for any such period required to remove the System, (b) of ingress and egress to the Premises, and (c) to access electrical panels and conduits to interconnect the System with, or disconnect the System from, the Premise's electrical wiring to the extent required by this Agreement. Buyer and its authorized representatives shall at all times have access to and the right to observe the Installation Work, System Operations or removal of the System, but shall not interfere or handle any Provider equipment or any component of the System without written authorization from Provider; provided, however, in the event of a material malfunction or emergency as specified in Section 1.04(c), Buyer shall be permitted to take those actions necessary to prevent injury as specified in Section 2.06. Buyer grants to Provider the right to file and record an Easement in the real property records for the County specified on the Cover Sheet where the Project Site is located setting forth the access rights granted herein.

(b) Internet Connection. Buyer hereby grants to Provider, from the commencement of the Installation Work until the end of the Term, the right to connect the System monitoring equipment to the necessary intranet and/or internet networks so that it is possible for Provider to remotely monitor energy production by the System. Buyer will provide Provider with a working continuous ethernet connection to its intranet and/or internet network, in the area of electrical equipment.

(c) Temporary Storage Space During Installation or Removal. Buyer shall use commercially reasonable efforts to provide Provider and its contractors with sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations and System removal, and access for rigging and material handling. Buyer shall provide Provider a reasonable area for construction lay-down.

Section 2.05 Buyer Repairs & Maintenance.

(a) Electrical Structure. Buyer, at its sole cost and expense, shall make necessary repairs or changes to the existing electrical structure of the Premises, at Provider's direction and with its approval, so that the Premises are eligible for state subsidy, rebate funding renewable energy credits, sale of electricity, and otherwise to fulfill the intent of this Agreement. Notwithstanding the foregoing, except as set forth in Exhibit G, Buyer shall not make any material changes to: (i) its electrical equipment at the Premises after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such utility of such interconnection; or (ii) the Premises at any time during the Term that would adversely affect System Operation or the delivery of Solar Services to Buyer.

(b) Maintenance. Buyer shall maintain the Premises so that: (i) there exist no other site conditions or conditions at the Premises that would materially impede or increase the cost of Provider's obligations under Article I or the cost to produce Solar Services; (ii) the structural integrity of the Premises is sufficient to accommodate the System as designed by Provider; and (iii) overshadowing of the System is reduced to the extent reasonably practicable.

Section 2.06 Emergencies. If there exists an imminent risk of damage or injury to any Person or any Person's property, then Buyer may (but shall not be obligated to) take such action as Buyer deems appropriate to prevent such damage or injury. Such action may include disconnecting and removing all or a portion of the System, with notice thereof to Provider as soon as reasonably practicable. The costs and losses from such emergency condition shall be allocated in accordance with the last sentence of Section 1.04(c).

Article III. Title.

Section 3.01 Title to Environmental Attributes and Financial Incentives. Throughout the duration of this Agreement, Provider or Provider's Affiliate shall retain ownership of all Environmental Attributes, including any RECs, produced by the System, as well as any rebate or other Financial Incentives. Buyer's purchase of Solar Services does not include Environmental Attributes, any rebate or other Financial Incentives, or any other attributes of ownership of the System, all of which shall be retained and may be otherwise sold or transferred by Provider in its sole discretion.

Section 3.02 Title to the System. Provider, or an Affiliate of Provider, shall retain Ownership of the System at all times.

Section 3.03 Personal Property; Not A Fixture. The System shall, at all times, retain the legal status of Provider's or Provider's Affiliate's personal property as defined under Governing Law. Buyer covenants that it will use reasonable commercial efforts to place all Persons having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could be construed as prospectively attaching to the System as a fixture of the Premises, Buyer shall provide to Provider a disclaimer, release or other similar instrument reasonably acceptable to Provider from any such mortgagee or Person making a fixture filing on the Premises. If Buyer is the fee owner of the Premises, Buyer consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Buyer is not the fee owner, Buyer will obtain such disclaimer from such owner.

Article IV. Conditions Precedent.

Section 4.01 Provider's Conditions. The obligation of Provider to commence the Installation Work is subject to the satisfaction, of each of the following conditions (any of which may be waived in writing by the Provider in whole or in part):

(a) Buyer's representations and warranties in Sections 5.01 and 5.02 remain true, complete and correct, in all material respects;

(b) A rebate or subsidy in an amount of the Required Rebate is available to Provider (directly or indirectly by assignment under the Rebate Assignment Agreement) from the state, Local Electric Utility, or other source for the acquisition, installation, operation and maintenance of the System and is reserved for the System as designed;

(c) Provider shall have obtained financing from one or more investors, lenders, or other sources which in aggregate is in the amount which Provider determines in its sole reasonable judgement is necessary to commence the Installation Work;

(d) There is no material adverse change in the rebate or subsidy program or federal tax code since the Effective Date that would adversely affect the economics of the acquisition, installation, operation and maintenance of the System for Provider and its investors (if any), as determined by Provider in its sole discretion;

(e) Buyer has executed and returned to Provider the Acknowledgement and Confirmation Form, pursuant to Section 15.04(c);

(f) Provider has received the Notice to Proceed;

(g) Any condition set forth in Exhibit F and G shall have been satisfied; and

(h) All necessary Approvals that are required to be obtained by Buyer have been obtained (except for such Approvals that are reasonably expected to be obtained in the ordinary course or are otherwise to be obtained by Provider).

Section 4.02 Buyer's Conditions. The obligation of Buyer to issue a Notice to Proceed is subject to the satisfaction, of each of the following conditions (any of which may be waived in writing by Buyer in whole or in part):

(a) Provider's representations and warranties in Section 5.01 remain true, complete and correct, in all material respects; and

(b) All necessary Approvals that are required to be obtained by Provider have been obtained (except for such Approvals that are reasonably expected to be obtained in the ordinary course or are otherwise to be obtained by Buyer).

Article V. Representations & Warranties.

Section 5.01 Representations and Warranties of the Parties. Each Party represents and warrants to the other as of the Effective Date and any other date that such representations and warranties are required to be repeated that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization or incorporation, as appropriate;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it is a party or by which it or its property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

Section 5.02 Buyer Additional Representations and Warranties. In addition to its representations and warranties in Section 5.01, Buyer represents and warrants to Provider as of the Effective Date and any other date that such representations and warranties are required to be repeated that:

(a) if the Premises are located on a roof, the roof of the Premises (i) has been weather-proofed against the weather conditions reasonably expected to exist at the location of the Premises, (ii) can reasonably be expected to exist in the same condition (except for ordinary wear and tear) for a period of [seven (7)

years] from the date of such representation, and (iii) otherwise has the structural integrity sufficient to accommodate the System as designed by Provider;

if the Premises are located on the ground, (i) the Buyer has made necessary accommodations for site access, security, and safety as defined in the Exhibit E Project Specifications, and (ii) appropriate grounds maintenance have been agreed to either in Exhibit E or through a separate Operations and Maintenance Agreement.

(b) there is a suitable electrical interconnection point of sufficient capacity to accommodate the System as designed by Provider located within 500 feet of the planned location of the System as described on the Cover Sheet;

(c) for any underground placement of electrical cable or conduit, to the best knowledge and belief of Buyer, there are no rocks or other obstructions that would prevent ordinary trenching equipment to be used for the installation of underground electrical cable from providing a trench of sufficient depth to comply with the National Electrical Code;

(d) to the best knowledge and belief of Buyer, there exist no site conditions or conditions at the Premises or construction requirements for the System as designed by Provider that would materially impede or increase the cost of Provider's obligations under Article I or the cost to produce Solar Services;

(e) that there are no threatened condemnation or eminent domain proceedings, or contemplated sales in lieu therein, involving a partial or total taking of the Premises;

(f) to the best of its knowledge after due inquiry, no Hazardous Substances exist on the Premises; and

(g) during the period which it has occupied the Premises, the Premises have not been used for the unlawful storage or disposal of Hazardous Substances.

Section 5.03 Exclusion of warranties. Except as expressly set forth in Section 1.01(c) and this Article 5, the installation work and the solar services provided by Provider to Buyer, and the removal of the System (if applicable) shall be "as-is, where-is". No other warranty to buyer or any other person, whether express, implied or statutory, is made as to the installation, design, description, quality, merchantability, completeness, useful life, future economic viability, or fitness for any particular purpose of the System, the Solar Services or any other service provided hereunder or described herein, or as to any other matter, all of which are expressly disclaimed by provider.

#### Article VI. General Covenants.

Section 6.01 Provider's Covenants. As a material inducement to Buyer's execution and delivery of this Agreement, Provider covenants and agrees to the covenants set forth in Exhibit G and the following:

(a) System Condition. Except as provided in Section 1.04(a), Provider shall take all actions reasonably necessary to ensure that the System is capable of delivering Solar Services to the Delivery Point.

(b) Health and Safety. In performing its obligations under this Agreement, Provider shall take all necessary and reasonable safety precautions and comply with Applicable Laws pertaining to the health and safety of persons and real and personal property. Provider shall promptly report to Buyer any death, lost time injury, or property damage to the Premises that occurs on the Premises.

(c) Liens. Provider shall not, as a result of its actions or inactions under this Agreement, directly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein. If Provider breaches its obligations under this Section 6.01(c), it shall (i) immediately notify Buyer in writing, and (ii) promptly cause such Lien to be discharged and released of record without cost to Buyer, as Provider will pay for the discharge.

(d) Approvals. Subject to Buyer's performance of its obligations under Section 2.02, Provider shall obtain and maintain all Approvals required to be obtained and maintained in order to perform its obligations under this Agreement. Upon Buyer's request, Provider shall deliver copies of all Approvals obtained and maintained pursuant to this Section 6.01(d) to Buyer.

Section 6.02 Buyer's Covenants. As a material inducement to Provider's execution and delivery of the Agreement, Buyer covenants and agrees to the covenants set for in Exhibit G and each of the following:

(a) Security. Buyer shall provide for physical security of the System on the Premises to prevent unapproved access and vandalism.

(b) Notice of Damage. Buyer shall promptly notify Provider of any damage to, or loss of the use of, the System or any matter or circumstance that could reasonably be expected to adversely affect the System or its operation.

(c) Health and Safety. Buyer shall at all times maintain the Premises consistent with all Applicable Laws pertaining to the health and safety of Persons and real and personal property. Buyer shall at all times comply with Provider's instructions and safety guidelines when in the vicinity of the System.

(d) Liens. Buyer shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Buyer breaches its obligations under this Section 6.02(d), it shall (i) immediately notify Provider in writing, and (ii) promptly cause such Lien to be discharged and released of record without cost to Provider, as Buyer will pay for the discharge.

(e) Approvals. Buyer shall obtain and maintain Approvals required to be obtained and maintained by it to perform its obligations under this Agreement, including such Approvals required to site, install and maintain the System on the Premises.

(f) Assignment of Rebate. To the extent that all or a portion of the Required Rebate is collectable only by Buyer under Applicable Law, the Parties shall enter into a Rebate Assignment Agreement, substantially in the form of Exhibit C hereto, which will assign the right to receive such Required Rebate from Buyer to Provider.

(g) No Action to Invalidate Required Rebate or RECs. Notwithstanding anything else to the contrary in this Agreement, including the rights and options of Buyer contained herein, Buyer shall take no action that may invalidate, terminate or cause the recapture any financial incentive with respect to the System or that may prevent the System from producing RECs; provided, however, that the foregoing covenant shall not prevent Buyer from terminating this Agreement under Article IX.

## Article VII. Payments.

Section 7.01 Solar Services Payment. Provider shall invoice Buyer on the fifth (5th) Business Day of each month, commencing on the first calendar month to occur after the Commercial Operation Date, for the Solar Services Payment in respect of the previous month. Buyer shall pay the amounts specified in such invoice within ten (10) Business Days after receipt of the invoice, and except as provided in Section 7.04, below, shall not be entitled to set off any amount owing from Provider against such payments.

Section 7.02 Method of Payment. Buyer shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by Provider. All payments that are not paid when due may, at the discretion of Provider, bear interest accruing from the date becoming past due until paid in full at a rate equal to the Default Rate. Except as provided Article XIII, all payments made hereunder shall be made free and clear of any tax, levy, assessment, duties or other charges.

Section 7.03 Deemed Production. In the event that (a) Buyer shuts down or curtails energy production from the System, (b) Buyer's errors, acts or omissions result in the shut down of the System or the curtailment of the production or delivery of Solar Services, or (c) Buyer requests that the System be relocated pursuant to Section 10.01 and the System is shut down to effectuate such relocation, for a cumulative duration of more than five (5)



calendar days in a calendar year, then Buyer shall pay the Deemed Production Payment for each calendar day any such event occurs after the occurrence of such first five (5) calendar days. The Deemed Production Payment shall be paid in accordance with Section 7.01 as if it were a Solar Services Payment.

Section 7.04 Disputes and Adjustment of Invoices. If either Party disputes in good faith the accuracy of any invoice under this Agreement, it shall nevertheless pay the full amount when due. Upon giving written notice of the basis for a Party's dispute, the Parties will promptly work to resolve the dispute. If it is later determined that an excess amount was paid by a Party, the other Party shall refund the excess amount plus interest within two (2) Business Days of resolution at the Non-default Rate from the original due date to but not including the date paid. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 7.04 within six (6) months after the invoice is rendered or any specific adjustment to the invoice is made.

Article VIII. Term.

Section 8.01 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty-five (25) years from the Commercial Operation Date (the "Term"), unless terminated earlier pursuant to Article IX or extended pursuant to Section 8.02.

Section 8.02 Extension Option. In the event this Agreement remains in effect during the final year of the Term, Purchaser shall have the option to extend the Term for one (1) additional five (5) year period (the "Extension Option").

Article IX. Termination and Remedies.

Section 9.01 Termination Due to Default.

(a) Events of Default. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

(i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;

(ii) such party becomes Bankrupt;

(iii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed to be made or repeated;

(iv) such party fails to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) within thirty (30) calendar days after written notice;

(v) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

(vi) other than due to the failure of the other Party to satisfy the conditions precedent applicable to it under Article IV, Buyer fails to provide the Notice to Proceed within thirty (30) calendar days of the Construction Plans Submission Date or Provider fails to commence the Installation Work by the Installation Date (in each case, other than due to an event of Force Majeure); and

(vii) subject to Article X, Buyer (A) ceases to conduct business operations at, (B) vacates, or (C) transfers title to, the Premises.

(b) Remedies Upon Default. Upon the occurrence of an Event of Default, the Non-Defaulting Party may: (i) suspend its obligations under the Agreement for not more than ten (10) Business Days; and/or (ii)

terminate this Agreement by providing written notice to the Defaulting Party that designates a day, no earlier than the day such notice is effective, as the Early Termination Date.

Section 9.02 Termination Without Default.

(a) Termination Events.

(i) Provider may terminate this Agreement at its sole option: (a) at any time prior to the Commercial Operation Date; or (b) if Buyer fails to fulfill the conditions precedent that are applicable to it under Section 4.01 by the Installation Date.

(ii) The non-Claiming Party may terminate this Agreement at its sole option if a Force Majeure shall have occurred and be continuing for a period of one hundred twenty (120) consecutive days or two hundred forty (240) days in the aggregate.<sup>1</sup>

(b) Remedies Upon Termination Event. Upon the occurrence of an event under Section 9.02(a) that gives the applicable Party the right to terminate this Agreement, such Party may terminate this Agreement by providing written notice to the other Party that designates a day, no earlier than the day such notice is effective, as the Early Termination Date; provided, however, that neither party shall be owed a Net Settlement Amount, Early Termination Value or any other damages in connection with the termination of this Agreement.

Section 9.03 Early Termination Date Remedies.

(a) Upon the occurrence of an Early Termination Date:

(i) this Agreement and the Parties' respective rights and obligations hereunder will terminate (except as set forth in Section 14.14);

(ii) either Party may exercise any remedy it may have at law or in equity; and

(iii) if: (A) Buyer has not exercised its Purchase Option; and (B) Buyer is the Defaulting Party for an Event of Default, then (X) Provider shall provide notice to Buyer of the Net Settlement Amount, and (Y) within two (2) Business Days of receipt of such notice, Buyer shall pay the Net Settlement Amount.

(b) For the avoidance of doubt, in no event will Provider owe an Early Termination Value, Net Settlement Amount or any other damages in connection with the termination of this Agreement to Buyer, regardless of whether it is a Defaulting Party or otherwise.

(c) To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

Section 9.04 Buyer's Purchase Option.

(a) So long as no Event of Default with respect to Buyer shall have occurred and be continuing, Provider grants to Buyer an option to purchase the System (the "Purchase Option"), exercisable during the thirty (30) calendar day period following each anniversary of the Commercial Operation Date. Buyer shall give at least sixty (60) calendar days' prior written notice to Provider of its intent to exercise its Purchase Option, which notice shall set forth the Early Termination Date and the Option Price on the Early Termination Date designated by Buyer's notice given pursuant to Section 9.04(a): (i) the Parties shall execute and deliver to each other all documents

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<sup>1</sup> Subject to applicable S-REC or Rebate Contracts allowance for termination due to Force Majeure under similar circumstances.

necessary to (A) cause title to the System to pass to Buyer, free and clear of any Liens, and (B) assign all warranties for the System, if any, to Buyer, to the extent assignable; and (ii) Buyer will pay the Option Price to Provider.

(b) In the event that: (i) Buyer retracts its exercise of the Purchase Option after providing notice to Provider pursuant to Section 9.04(a); or (ii) fails to pay the Option Price when due, then Buyer's exercise of the Purchase Option will be void, and the provisions of this Agreement shall be applicable throughout the Term, unless ended earlier due to the declaration of an Early Termination Date. Any legal fees or expenses incurred by the Provider in preparation of the purchase would be paid by Buyer.

Article X. Credit Assurance.

Section 10.01 Request for Credit Assurance. Provider may, from time to time, request that Buyer provide Provider with Credit Assurance if at any time Provider has reasonable grounds for insecurity concerning Buyer's ability to perform any of its obligations under this Agreement.

Section 10.02 Reasonable Grounds for Insecurity. For purposes of Section 10.01 Provider shall be deemed to have "reasonable grounds for insecurity" only when: (i) Buyer's or its Guarantor's long-term unsecured, unsubordinated debt is rated by S&P or Moody's, and there has been a decrease in the rating of any of such long-term unsecured, unsubordinated debt below BBB- or Baa3 by S&P or Moody's, respectively; or (ii) Buyer's or its Guarantor's long-term unsecured, unsubordinated debt is unrated, and Provider has reasonable grounds to believe that Buyer's creditworthiness or performance under this Agreement has become unsatisfactory.

Article XI. Temporary Relocation of System.

Section 11.01 Provided that this Section 11.01 does not violate Buyer's obligations in Section 6.02(g), on and after the fifth (5th) anniversary of the Commercial Operation Date, Buyer may request that Provider temporarily relocate the System to a new location, which Provider may accept in its reasonable discretion. Any of the following reasons shall be a reasonable basis for Provider to reject Buyer's request to relocate the System: (a) the new location is not located within the same Local Electric Utility district as the Premises, (b) the new location is not in a location with similar insolation and Local Electric Utility rates; (c) at the new location, the REC value produced by the relocated System will be less than the REC Value produced by the System if it remained at the original Premises; or (d) Provider expects the duration of such relocation to exceed ninety (90) calendar days. All costs and expenses associated with relocating the System shall be paid by Buyer.

Article XII. Change of Law.

Section 12.01 Environmental Attributes. Buyer acknowledges and agrees that (a) several Governmental Authorities are in the process of promulgating regulations or enacting legislation requiring the monitoring and reporting of greenhouse gas emissions and the allocation of Environmental Attributes, and that such regulations or legislation may be enacted during the Term, (b) any such enacted regulations or legislation may allocate Environmental Attributes in a manner inconsistent with this Agreement, and (c) in the event that Environmental Attributes are allocated in a manner inconsistent with this Agreement pursuant to such enacted regulations or legislation, Buyer shall take such actions as are required to provide Provider with the legal and/or beneficial interests in and to the Environmental Attributes, including execution, delivery and registration of any document required therefor.

Section 12.02 Adjustments to Solar Services Payments.

(a) Change in Law. In the event there is any change in Applicable Law (including with respect to the Parties' tax obligations) subsequent to the Effective Date that results in a material change in Provider's costs to provide the Solar Services (a "Change in Law"), Provider will promptly submit to Buyer a written notice setting forth (i) the citation of the Change in Law, (ii) the manner in which such Change in Law shall materially change Provider's costs to provide the Solar Services, including computations in connection therewith, and (iii) Provider's proposed adjustment to the then applicable and future kWh Rates to reflect such expected material changes in Provider's costs.

(b) Notice. Within thirty (30) days after delivery of Provider's notice, Buyer may, by written notice to Provider, (i) accept Provider's notice, or (ii) reject Provider's notice, and demand that the Fair Market Value of the Solar Services be computed to determine any increase in Provider's costs due to a Change in Law. A failure of Buyer to accept or reject Provider's notice pursuant to this Section 11.02(b) shall be deemed acceptance of Provider's notice.

(c) Adjustment to kWh Rate. From and after the date of (i) Buyer's acceptance of Provider's notice, the kWh Rate shall be adjusted to include Provider's total increased cost due to the Change in Law, or (ii) the determination of the Fair Market Value of the Solar Services, the kWh Rate shall be adjusted according to such determination of the Fair Market Value of the Solar Services; as applicable.

Article XIII. Force Majeure.

Section 13.01 To the extent either Party is prevented by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations prevented by the Force Majeure (other than the obligation to make payments). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. Until the Force Majeure is remedied, the non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

Article XIV. Taxes and Governmental Fees.

Section 14.01 Buyer's Obligations. Except as provided in Section 14.02, Buyer shall reimburse (or rebate as applicable) and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider's sale of the Solar Services to Buyer (other than income taxes imposed upon Provider), including taxes levied with respect to the Premises or the System that are or could be characterized as "use taxes", "ad valorem taxes" or "personal property taxes", whether assessed on a one-time or annual basis.

Section 14.02 Provider's Obligations. Subject to Section 14.01, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its Ownership of the System.

Article XV. Miscellaneous.

Section 15.01 Liability.

(a) Limitation of Liability. Subject to any liability waiver and assumption agreement, neither Party nor any of its indemnified Parties shall be liable to the other Party or its indemnified Parties for any damages, whether direct, special, punitive, exemplary, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement, except as expressly set forth herein.

(b) Liability Waiver and Assumption Agreement. Buyer agrees to enter into separate Liability Waiver and Assumption Agreements, each in a form substantially identical to Exhibit B hereto, with Provider, the EPC Contractor and every Provider Contractor. Provider's obligation to remove the System pursuant to Section 1.05 is subject to the condition precedent that Buyer enter into a Liability Waiver and Assumption Agreement with each Provider Contractor that Provider designates to perform such actions, if applicable.

Section 15.02 Confidentiality.

(a) Confidentiality Obligation. If either Party obtains the Confidential Information of the other Party as a result of negotiating or performing under this Agreement, then the receiving Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential

Information to its officers, directors, members, managers, employees, agents, contractors, advisors, attorneys, consultants, Affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of, and the exercise of rights under, this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

(b) Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is requested by a Governmental Authority under Applicable Law; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

(c) Goodwill and Publicity. Buyer shall not use the name, trade name, service mark, or trademark of Provider in any promotional or advertising material without the prior written consent of Provider, and shall coordinate and cooperate with Provider when making public announcements related to the execution and existence of this Agreement and the installation and operation of the System. Provider shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by Buyer that refer to, or that describe any aspect of, this Agreement or the System. At no time shall a Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party without an express written agreement with respect thereto.

(d) Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 15.02 and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 15.02. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 15.02, but shall be in addition to all other remedies available at law or in equity.

Section 15.03 Assignment. Except as provided in Section 15.04, neither Party may assign this Agreement without the written consent of the other Party, such consent not to be unreasonably withheld or delayed; provided, however, that Provider may transfer this Agreement without consent: (a) to an Affiliate; (b) to any Person or entity succeeding to all or substantial all of the assets of the transferor and whose creditworthiness is equal or higher than that of the transferor; or (c) as a collateral assignment in connection with any financing or other financial arrangements.

Section 15.04 Lender Accommodations. Buyer acknowledges that Provider may finance the development, installation, acquisition, operation and/or maintenance of the System with financing or other accommodations from one or more financial institutions (each, a "Lender") and that Provider's obligations to such Lender(s) may be secured by, *inter alia*, a pledge or collateral assignment of this Agreement and a first security interest in the System (collectively, the "Lender's Security Interest"). In order to facilitate such financing or other accommodations (or agent or trustee on behalf of such financial institutions), and with respect to any Lender, Buyer agrees as follows:

- (a) Consent to Lender's Security Interest. Buyer consents to Provider providing to Lender, the Lender's Security Interest. Buyer acknowledges and agrees that: (i) Buyer and all of Buyer's rights hereunder are and shall be in all respects subject and subordinate to the Lender's Security Interest and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions and extensions thereof; and (ii) no amendments or modifications of this Agreement, are permitted without Lender's prior written consent.
- (b) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement, upon the occurrence of an event of default under Lender's financing documents:

- (i) Lender, as holder of the Lender's Security Interest, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
  - (ii) Lender shall have the right, but not the obligation, to pay all sums due from Provider under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires Lender to cure any Provider Default (unless Lender has succeeded to Provider's interests under this Agreement) or to perform any act, duty or obligation of Provider under this Agreement, but Buyer hereby gives it the option to do so.
  - (iii) Upon the exercise of remedies under the Lender's Security Interest in the System, including any sale thereof by Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to Lender (or any Assignee of Lender) in lieu thereof, Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement, nor require Buyer's consent.
  - (iv) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its Assignee having substantially the same terms and conditions as this Agreement.
- (c) Acknowledgement and Confirmation. Buyer shall deliver, or shall cause the owner or lessor of the Premises, if different from Buyer, to deliver, to Lender and Provider a fully executed Acknowledgement and Confirmation in the form of Exhibit D that the Ownership of the System remains in Provider and further acknowledging that the System is the personal property of Provider.
- (d) Right to Cure. Notwithstanding any contrary term of this Agreement:
- (i) Buyer will not exercise any right to terminate or suspend this Agreement as a result of a Provider default unless (to the extent Buyer has been given prior written notice of the manner in which to give Lender notice hereunder), it shall have given Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the Provider default giving rise to such right, and Lender shall not have caused to be cured the provider Default giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default cannot be cured by Lender within such period and Lender commences and continuously pursues cure of such Provider default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional one hundred twenty (120) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
  - (ii) If Lender or its Qualified Assignee (including any Buyer or transferee), pursuant to an exercise of remedies by Lender, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 15.04(d)(i), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which

are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

- (e) Further Assurances. At the request of Lender and/or its Assignee, Buyer agrees to execute and deliver any document, instrument or statement required by law or otherwise as reasonably requested by Lender or its Assignee in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of Provider, and to secure the obligations evidenced by Lender's Security Interest.

Section 15.05 Notices. Unless otherwise provided herein, any notice provided for in this Agreement shall be sent to the address specified on the Cover Sheet by hand delivery, registered or certified U.S. mail, postage prepaid, commercial overnight delivery service, or transmitted by facsimile or e-mail. Notices shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile or e-mail (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

Section 15.06 Indemnification.

(a) Indemnification. Subject to any Liability Waiver and Assumption Agreement, each Party shall indemnify, defend, reimburse and hold harmless the other Party and its directors, officers, members, shareholders, agents and employees (collectively the "Indemnified Parties") from and against all Losses in any way resulting from, relating to, or arising out of, directly or indirectly the acts or omissions in connection with this Agreement and which arise out of such Party's (or any subcontractor of such Party's) breach of the Agreement, gross negligence or willful misconduct ("Claims"). Provider's indemnity obligation does not apply to liability or damages proximately caused by the sole negligence of Buyer's officers, agents or employees. The foregoing obligations shall survive termination of this Agreement.

- (i) The duty of each Party ("Indemnifying Party") to defend and indemnify the other Party ("Indemnified Party") shall arise at the time written notice of the Claim is first provided to the Indemnified Party regardless of whether the claimant has filed suit on the Claim.
- (ii) The Indemnifying Party will defend any and all Claims which may be brought or threatened against the Indemnified Party and will pay on behalf of the Indemnified Party any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Indemnified Party shall be in addition to any other legal remedies available to the Indemnified Party and shall not be considered the Indemnified Party's exclusive remedy.
- (iii) Each Party shall be obligated to pay its reasonable defense costs and expenses, which includes litigation fees and expenses, including court filing fees, court costs, arbitration fees or costs, witness fees, and all other fees and costs of investigating and defending or asserting any claim under the Agreement, including in each case, reasonable attorneys' fees, other professionals' fees and disbursements.

(b) Buyer's Indemnification of the Required Rebate. Buyer shall indemnify Provider for the Required Rebate it receives in accordance with Section 4.01(b) to the extent that Provider must repay the Required Rebate to the Local Electric Utility or to any other party under Applicable Law or otherwise, unless such repayment is due to the negligence or willful misconduct of Provider.

(c) Buyer's Hazardous Substance Clean-up Obligation. To the extent permitted by Applicable Law, in the event that Hazardous Substances are discovered on the Premises or the groundwater

thereunder, Buyer shall indemnify Provider and the Indemnified Parties for any and all Losses to the extent arising from or out of any claim for or arising out the discovery or release of Hazardous Substances on the Premises by Buyer (or to the extent Buyer may be otherwise responsible under other Applicable Law).

Section 15.07 Insurance.

(a) Each Party shall maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (i) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, and (ii) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence. Additionally, Provider shall carry adequate property loss insurance on the System which may, at Provider's election, be covered by a rider to Buyer's property coverage with Provider being named as an additional insured party under such policy. The General Liability policy shall utilize form CG 20 10 (Additional Insured endorsement applicable to ongoing operations) and the current edition of form CG 20 37 or an equivalent form (Additional Insured endorsement applicable to completed operations). The added cost of which shall be paid for by Provider (either directly or by way of netting under Section 7.02). The amount and terms of insurance coverage will be determined at Provider's sole discretion.

(b) Each Party shall furnish current certificates evidencing that the insurance required under Section 15.07(a) is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

Section 15.08 Governing Law & Jury Trial Waiver. This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with governing law (as specified on the cover sheet), without reference to any conflicts of law principles. Each party waives its respective rights to any jury trial with respect to any litigation arising under or in connection with this agreement.

Section 15.09 Venue. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in the Venue specified on the Cover Sheet for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement.

Section 15.10 Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, constitutes the entire agreement and understanding between Provider and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit or Schedule, the provisions of this Agreement shall prevail, and such Exhibit or Schedule shall be corrected accordingly.

Section 15.11 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Buyer.

Section 15.12 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

Section 15.13 Limited Effect of Waiver. The failure of Provider or Buyer to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

Section 15.14 Survival. The obligations under Sections 1.05 (Removal of the System), 5.03 (Exclusion of Warranties), 6.01(c) (Provider's Covenants; Liens), 6.02(d) (Buyer's Covenants; Liens), 7.04 (Disputes and Adjustment of Invoices), 15.01(a) (Limitation of Liability), 15.02 (Confidentiality), 15.05 (Notices), 15.06(c) (Buyer's Hazardous Substance Indemnity Clean-up Obligation), 15.08 (Governing Law & Jury Trial Waiver) and



15.09 (Venue) and Article 14 (Taxes and Governmental Fees), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for a period of two (2) years.

Section 15.15 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

Section 15.16 Relationship of the Parties. The relationship between Provider and Buyer shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Buyer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

Section 15.17 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Buyer and their respective permitted successors and assigns.

Section 15.18 Counterparts. This Agreement may be executed in one or more counterparts, including through facsimile signatures, each of which shall constitute an original and all of which constitute one and the same instrument.

Section 15.19 Early Termination Value Not Penalty. Provider acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Provider's rights and obligations under this Agreement, the Early Termination Value constitutes fair and reasonable damages, and not a penalty, to be borne by Buyer in lieu of Provider's actual damages.

## EXHIBIT A: DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the respective meanings specified in this Exhibit A.

“Acknowledgement and Confirmation Form” means that form attached hereto as Exhibit D.

“Additional Expenses” shall have the meaning specified on the Cover Sheet.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“Agreement” has the meaning set forth on the Cover Sheet.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, governmental Approval, or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Approvals” means, collectively, any approval, consent, franchise, permit, resolution, concession, license, or authorization issued by or on behalf of the Local Electric Utility and any Governmental Authority.

“Bankrupt” means with respect to any entity, such entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (e) is generally unable to pay its debts as they fall due.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in New York City, New York are required or authorized by Applicable Law to be closed for business.

“Buyer” has the meaning set forth in the Cover Sheet.

“Change in Law” has the meaning set forth in Section 12.02(a).

“Claiming Party” has the meaning set forth in Section 13.01.

“Claims” has the meaning set forth in Section 15.06(a).

“Commercial Operation” means the condition existing when the System is (i) mechanically complete and operating, and (ii) energy is delivered through the System’s meter, to the Delivery Point and to the Project Site’s electrical system; provided, however, that Provider’s initial testing of the System shall not be deemed “Commercial Operation”.

“Commercial Operation Date” is the date upon which Commercial Operation has been achieved.

“Confidential Information” means the confidential or proprietary information of a Party to this Agreement, including such Party’s business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of its business.

“Construction Plans Submission Date” has the meaning specified in Section 1.01(a).

“Deemed Production Payment” means a payment by Buyer to Provider in lieu of the Solar Services Payment and the value of the RECs that Provider would have received but for a curtailment of the Solar Services for the reasons specified in Sections 7.03(a) through (c). The Deemed Production Payment will equal the *sum* of: (a) the *product* of (i) Forecasted Production for the applicable period, and (ii) the applicable KWh Rate; plus (b) any Additional

Expenses; and plus (c) the REC Value of RECs that are equivalent in amount and type to those that would have been produced by the System during the applicable period.

“Default Rate” means the rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus one percent (1%) per annum.

“Defaulting Party” has the meaning set forth in Section 9.01(a).

“Delivery Point” means the energy delivery point within the Project Site’s electrical system on Buyer’s side of the Project Site’s Local Electric Utility meter.

“Discounted Cash Flow” means, for any period of determination: (i) the *product* of (A) the Forecasted Production for each remaining year of the Term (or pro rata portion thereof) *multiplied by* (B) kWh Rate for Solar Services for the year in which such Forecasted Production would be delivered to the Point of Delivery; *plus* (ii) the REC Value of RECs that are equivalent in amount and type to those that would have been produced by the System, *less* (ii) reasonably anticipated annual expenses of Provider for such period of determination, *discounted by* (iii) three percent (3%) per annum.

“Early Termination Date” a date that is designated by a Party in accordance with Article IX on which this Agreement, and all of the Parties rights and obligations thereunder (except as set forth in Section 15.14), will be terminated.

“Early Termination Value” means an amount equal to the *difference* between (a) (i) if the Early Termination Date occurs after the Commercial Operation Date, the Early Termination Value for the year in which termination occurs as set forth on the Cover Sheet, and (ii) if the Early Termination Date occurs before the Commercial Operation Date, all expenses incurred by Provider subsequent to the execution of this Agreement, including expenses for time and materials and any fees and expenses to outside consultants, advisors and attorneys; and (b) all amounts paid by Buyer for Solar Services pursuant to any invoice issued by Provider during the year in which such termination occurs.

“Easement” means a utility-like easement granted by the Buyer for the benefit of Provider, and its third-party contractors, applicable to the Premises and recorded in the real property records for the County specified on the Cover Sheet.

“Effective Date” has the meaning set forth in the Cover Sheet.

“Environmental Attributes” means any and all non-energy attributes, current or future credits, benefits, emissions reductions, offsets, and allowances, and/or renewable energy credits or certificates or reporting rights (“RECs”), howsoever entitled, in each case attributed or allocable to electricity produced by the System. Environmental Attributes include, but are not limited to: (i) any avoided emissions of pollutants to the air, soil or water, such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>) and other greenhouse gases (GHGs); (iii) the reporting rights associated with avoided emissions or renewability, including green tags; (v) related subsidies or “tipping fees” that may be paid to other parties to accept certain fuels, or local subsidies received by other parties for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; and/or (vi) emissions allowances, renewable energy credits or similar benefits or credits. For avoidance of doubt, Financial Incentives shall not be included in the definition of Environmental Attributes.

“EPC Contractor” shall have the meaning specified on the Cover Sheet.

“Event of Default” has the meaning set forth in Section 9.01(a).

“Extension Option” means Buyer’s option to extend the Term of this Agreement for an additional five (5) years as set forth in Section 8.02.

“Fair Market Value” means the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to

complete the transaction. Fair Market Value of the System or of Solar Services shall be determined by the mutual agreement of Buyer and Provider; provided, however, if Buyer and Provider cannot mutually agree to a Fair Market Value within ten (10) calendar days before the need to determine Fair Market Value pursuant to the applicable provisions of this Agreement, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by Buyer; provided, however, the Fair Market Value of the System, whether determined by the mutual agreement of the Parties or by an independent appraiser, shall not be less than the *sum* of: [(a) the Discounted Cash Flow for the remainder of the Term; (b) the salvage value of the System at the end of the Term; and (c) Provider's closing costs.]

"Financial Incentives" means all available (including, without limitation, utility) financial incentives relating to the installation or ownership of the System (including, without limitation, governmental and private party renewable energy credits, grants, and rebates), and all federal, state and local tax benefits (including, without limitation, deductions, credits, grants and other allowances), and tax attributes relating to the System.

"Forecasted Production" means: (a) if the System physically provided Solar Services during each calendar day of the applicable period of the previous year, the cumulative amount of such Solar Services; or (b) if the System did not physically provide Solar Services during each calendar day of the applicable period of the previous year, the amount of kWhs that the System would have produced during such period, as reasonably calculated by Provider based on the historical capacity of the system and insolation of the Premises, as adjusted for seasonal factors.

"Force Majeure" means an event or circumstance that prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided; provided, however that with respect to the System, Force Majeure means an event or circumstance that prevents all or any portion of the System from operating. Force Majeure shall not be based on: (a) the impossibility for one of the Parties to obtain any Approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement; or (b) where Buyer is the Claiming Party, any action taken by Buyer in its governmental capacity.

"Governing Law" has the meaning specified on the Cover Sheet.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Hazardous Substances" shall mean any flammable explosive or radioactive material, petroleum or petroleum product, or any "toxic substance", "pollutant", "contaminant", "hazardous material", "hazardous substance", "hazardous waste", or words of similar import, as defined under any Applicable Law.

"Indemnified Parties" has the meaning set forth in Section 15.06(a).

"Installation Date" shall mean the date by which the Installation Work must commence, as specified on the Cover Sheet.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof.

"Interconnection Agreement" means that certain agreement specified on the Cover Sheet between Buyer and Local Electric Utility, as amended, restated or revised.

"kWh Rate" has the meaning specified in the definition of "Solar Services Payment".

"Lender" has the meaning set forth in Section 15.04.

"Lender Security Interest" has the meaning set forth in Section 15.04.

“Liability Waiver and Assumption Agreement” means the form attached hereto as Exhibit B.

“Liens” has the meaning set forth in Section 6.01(c).

“Local Electric Utility” has the meaning set forth on the Cover Sheet, or such other local electric distribution owner and operator providing electric distribution and interconnection services to Buyer at the Premises as of the Effective Date, or any Person succeeding to such role after the Effective Date.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all reasonable attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Maintenance Provider” means any third party, including, but not limited to, Provider’s representatives, agents, contractors, subcontractors and advisors, selected by Provider in its sole discretion, that performs System Operations on the System or removes the System from the Premises at the direction of Provider.

“Metering System” has the meaning set forth in Section 1.04(b)(i).

“Net Settlement Amount” means the net, aggregate or setoff, as appropriate, of any and all amounts owing between the Parties, as calculated by Provider, including, without limitation, the Early Termination Value, any unpaid amounts under Article VII, and any amounts owed to Buyer under any other agreement or arrangement between the Parties.

“Non-Defaulting Party” means the Party that is not the Defaulting Party.

“Non-default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund the relevant amount.

“Notice to Proceed” has the meaning in Section 2.01(a).

“Option Price” means an amount equal to the *greater* of: (a) the Fair Market Value of the System, or (b) the Early Termination Value for the year in which the Purchase Option is exercised as specified on the Cover Sheet.

“Ownership” or “Own” refers to, with respect to Provider, ownership of the System either through a direct ownership interest or through a leasehold interest.

“Party” or “Parties” has the meaning set forth in the Cover Sheet.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Premises” means the Project Site and all surrounding property to which Buyer holds title at the Address.

“Production” means, for any period of determination, the total kWh of Solar Services delivered to the Delivery Point during such period of determination, as recorded by the Metering System, including Production deemed to have occurred pursuant to Section 7.03.

“Project Documents” means: (a) the Liability Waiver and Assumption Agreement between the Parties and the EPC Contractor, in a form substantially similar to Exhibit B; (b) any Liability Waiver and Assumption Agreement between the Parties and a Provider Contractor, in a form substantially similar to Exhibit B; (c) those documents specified on the Cover Sheet as Project Documents; and (d) all other documents necessary or incidental thereto; all as permitted to be amended, modified or supplemented from time to time.

“Project Site” means the project site identified and described on the Cover Sheet.

“Provider” has the meaning set forth in the Cover Sheet.

“Provider Contractor” means any third party, including, but not limited to, Provider’s representatives, agents, contractors, subcontractors and advisors, selected by Provider in its sole discretion, that performs Work on the System or removes the System from the Premises at the direction of Provider.

“Prudent Electric Practices” means those practices, methods, standards, and equipment commonly used, from time to time, in electrical engineering and operations to operate electrical equipment with safety, dependability and efficiency and in accordance with the National Electrical Safety Code, the National Electrical Code and the standards of the Institute of Electrical and Electronic Engineers, the National Electrical Manufacturers Association, the North American Electric Reliability Council, and the American National Standards Institute and any other applicable statutes, codes, regulations and/or standards.

“Purchase Option” has the meaning set forth in Section 9.04(a).

“Rebate Assignment Agreement” means the form attached hereto as Exhibit C.

“REC Value” means: (a) where there is a liquid market for such RECs, the cost to Provider to purchase RECs (for the avoidance of doubt, Provider may use quotes from unaffiliated third-parties to prove the cost of such RECs and need not actually purchase equivalent RECs); (b) where the rate for such REC is fixed by Applicable Law, the Forecasted Production relating to such RECs *multiplied by* such rate; or (c) if neither of the above clauses (a) or (b) apply, then the value of the applicable RECs, as reasonably determined by Provider.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by Applicable Law indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from the System. A REC may include some or all additional Environmental Attributes associated with the generation of Solar Services, and those Environmental Attributes may, but need not be, verified or certified, or disaggregated, retained or sold separately. A REC is separate from the Solar Services produced, and are retained by the Provider pursuant to Section 3.01.

“Required Rebate” has the meaning set forth in the Cover Sheet.

“Solar Services” means the supply of on-site electrical energy output Produced by the System.

“Solar Services Payment” means the *sum* of: (a) the *product* of (i) the Production delivered to the Delivery Point in the preceding month, and (ii) the price per kWh for Solar Services for the year in which such Production was delivered to the Delivery Point as specified on the Cover Sheet (the “kWh Rate”); and plus (b) any Additional Expenses.

“System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described on the Cover Sheet and Exhibit E and interconnected with the Local Electric Utility, Owned by Provider and installed at the Premises as described in Exhibit E and Exhibit G.

“System Acceptance Testing” has the meaning set forth in Section 1.03.

“System Operations” means the operation and maintenance of the System, in accordance with Exhibit G and Exhibit H.

“Term” has the meaning set forth in Section 8.01.

“Venue” has the meaning specified on the Cover Sheet.

**EXHIBIT B**

**Form of Liability Waiver and Assumption Agreement**

**Not Used.**

*f*

**EXHIBIT C**

**[Form of Rebate Assignment Agreement]**

**Not Used.**



**EXHIBIT D**

**Acknowledgment and Confirmation**

This Acknowledgement and Confirmation, dated as of December 10, 2022 (this "Acknowledgement"), is made by **City of Dallas Center** ("Buyer") under that certain Solar Power and Services Agreement dated December 10, 2022 (as amended from time to time, the "SPSA") with Red Lion Dallas Center Solar, LLC ("Provider"). This Acknowledgement is provided pursuant to Section 15.04 of the SPSA to Decorah Bank & Trust ("Lender"), which is providing financial accommodations to Provider.

The solar photovoltaic system (the "System") to be installed, operated and maintained by Provider pursuant to the SPSA is located at Buyer's facility at 5 site locations on school-owned property in Perry, IA (the "Premises").

1. Acknowledgement of Collateral Assignment.

- (a) Buyer acknowledges the collateral assignment by Provider to Lender, of Provider's right, title and interest in, to and under the SPSA, as consented to under Section 15.04 of the SPSA.
- (b) Lender as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in the SPSA, including those rights provided to Lender in Section 15.04 of the SPSA.
- (c) Buyer acknowledges that it has been advised that Provider has granted a first priority security interest in the System to Lender and that Lender has relied upon the characterization of the System as personal property, as agreed in the SPSA in accepting such security interest as collateral for its financial accommodations to Provider.
- (d) Until further written notice, Buyer agrees to make all payments due Provider under the SPSA to Lender at the following address:

Decorah Bank & Trust  
202 East Water Street, Suite 101Decorah, IA 52101  
Attention: Mike Ludeking, 800-473-6690  
Reference: Red Lion Dallas Center Solar LLC

2. Confirmation. Buyer confirms the following matters for the benefit of Lender:

- (a) To Buyer's knowledge, there exists no event or condition that constitutes a default, or that would, with the giving of notice or lapse of time, constitute an event of default, under the SPSA.
- (b) Buyer has approved the System as installed at the Premises.
- (c) Buyer is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises which could attach to the System as an interest adverse to Lender's security interest therein.

BUYER

PROVIDER

City of Dallas Center

Red Lion Dallas Center Solar, LLC

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

## EXHIBIT E

### PROJECT SPECIFICATIONS

This project has multiple arrays located on property owned by the Perry Community School District. Individual site descriptions and layouts are depicted in this Exhibit.

#### Sites Locations:

Library 1308 Walnut Street Dallas Center, IA 50063	Water Treatment Plant 2281 240 <sup>th</sup> Street Dallas Center, IA 50063	Well 11 23765 Midland Trail Dallas Center, IA 50063
Park Restroom 1307 Walnut Street Dallas Center, IA 50063	Well 7 23520 Midland Trail Dallas Center, IA 50063	Wastewater Treatment Plant 2711 250 <sup>th</sup> Street Dallas Center, IA 50063
Maintenance 701 Walnut Street Dallas Center, IA 50063	Well 9 23500 Midland Trail Dallas Center, IA 50063	
City Hall 1502 Walnut Street Dallas Center, IA 50063	Well 10 23500 Midland Trail Dallas Center, IA 50063	

#### Site Descriptions and Layouts:

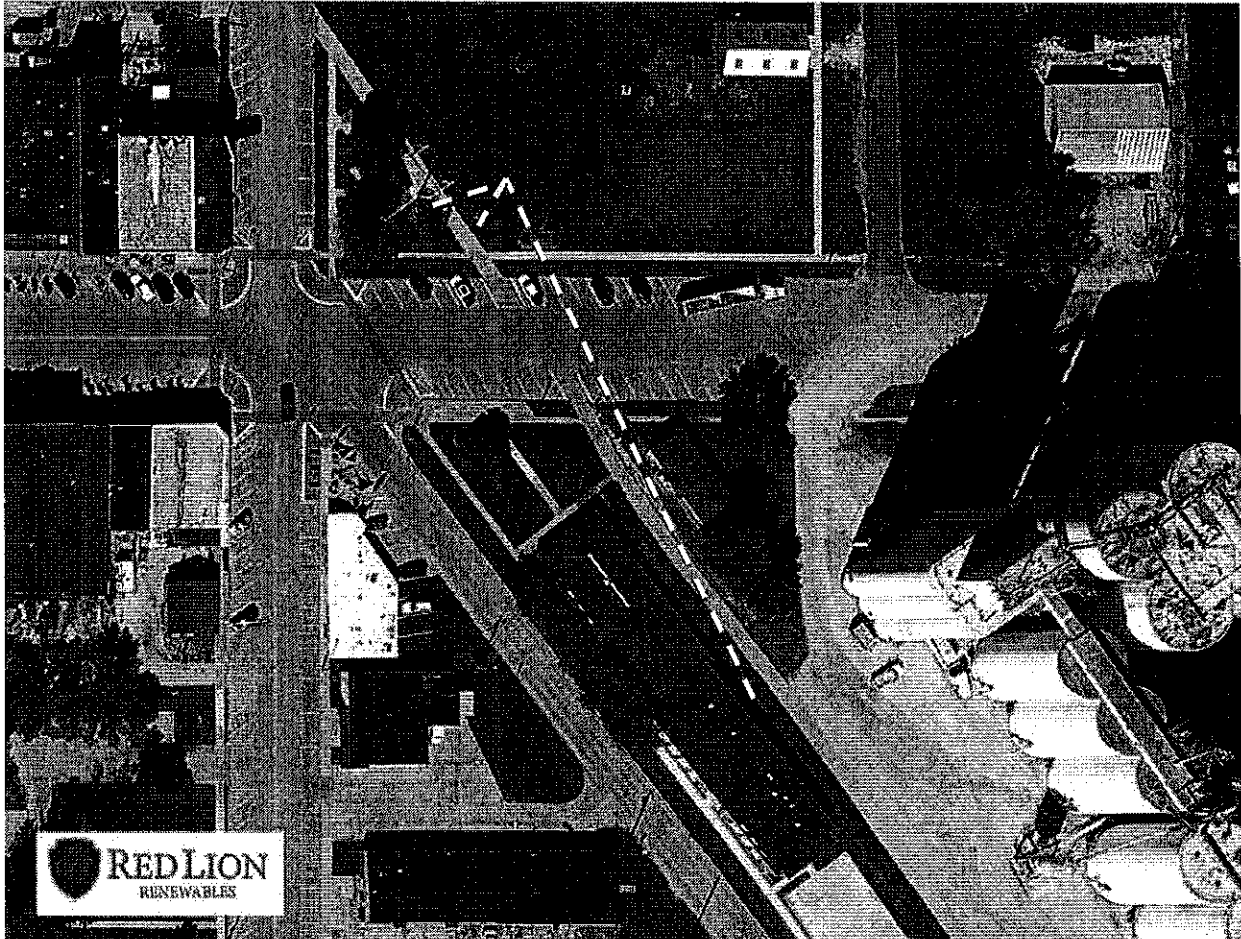
All solar arrays are tied into the existing facility electrical systems on the facility side of the meter and to internet access at each facility. Individual revenue grade meters are included at each location.

Module nameplate wattage may vary depending on equipment availability at time of order. Individual site array sizes are as follows:

Dallas Center	Solar Size (kW-DC)
Library	35
Park Restroom	9
Maintenance	8
City Hall	25
Water Treatment Plant	38
Well 7	12
Well 9	23
Well 10	12
Well 1	31
Wastewater Treatment Plant	225
<b>Total</b>	<b>418</b>

### Library & Park Restroom & Xmas Lights

- The Library, Park Restroom, and Park outlets used for Xmas lights meters' electrical usage can be offset with combined solar pavilion canopy in the park next to the bike path as shown below. This Solar Pavilion would be placed in the park along the bike path, providing a space for cyclists and pedestrians to stop for a break, meet for an outing, and become a community attraction point. The electricity would be connected to the library meter. At the same time, we would combine Restroom and Park Outlets meters into the electrical system for the library, eliminating two meters in the process.



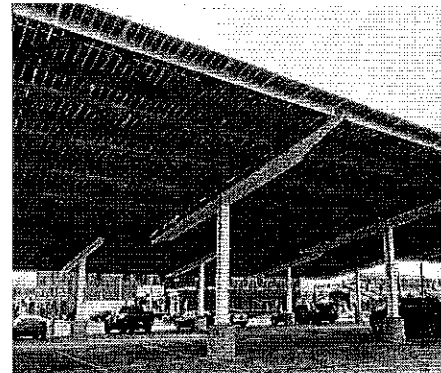
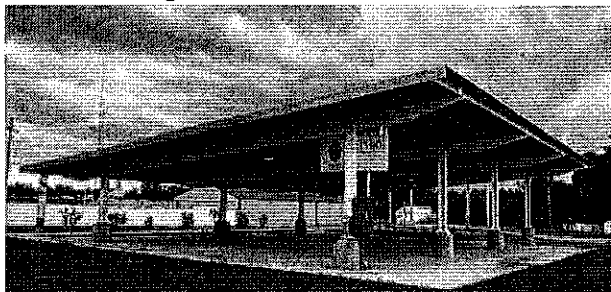
#### City of Dallas Center

#### Library

#### Park RR

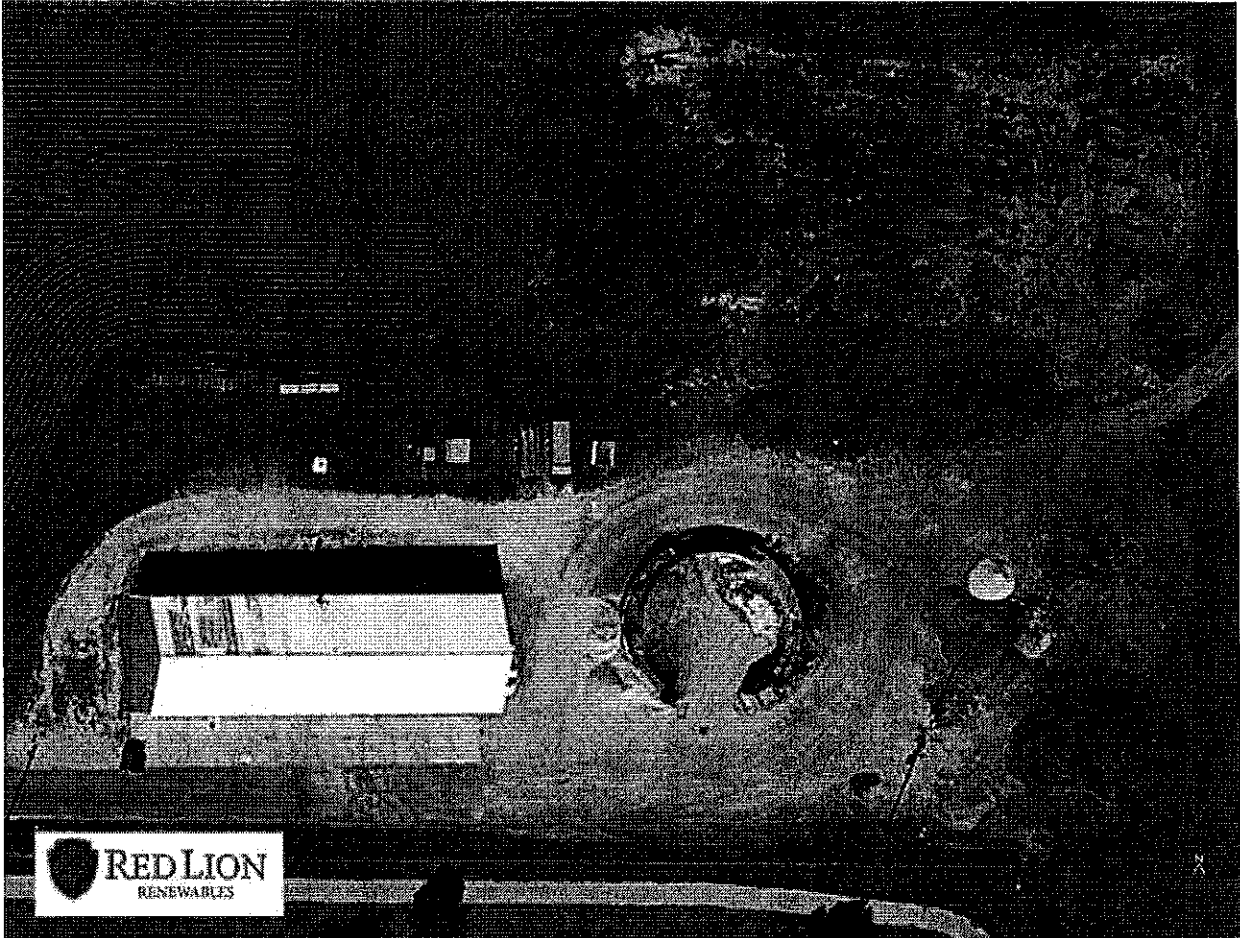
##### Solar

Solar Array Size (kW-DC)	35	9
Solar Annual Production (kWh)	42,240	10,560
Current Annual Usage (kWh)	43,880	12,211
Electrical Usage Offset	96.3%	86.5%

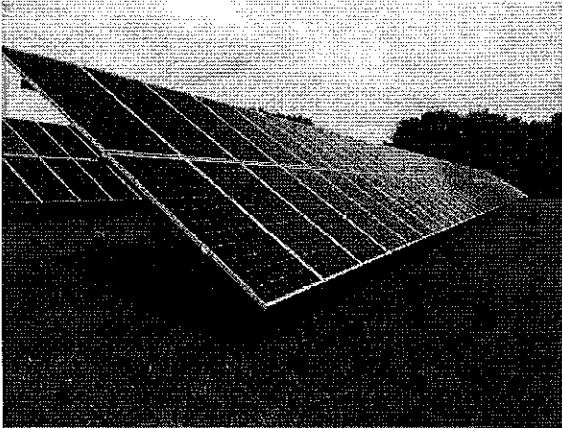


**Maintenance**

- The Maintenance facility electrical usage can be offset with a small ground array as shown below. This array could be expanded on after the new building is built in the future.



<b>City of Dallas Center</b>	<b>Maintenance</b>
<b>Solar</b>	
Solar Array Size (kW-DC)	8
Solar Annual Production (kWh)	10,811
Current Annual Usage (kWh)	10,982
Electrical Usage Offset	98.4%



## City Hall

- The City Hall/Fire Station electrical usage can be offset with a ballasted rooftop solar array as shown below. Ballasted arrays are simply weighted down with bricks to reduce/eliminate roof penetrations.

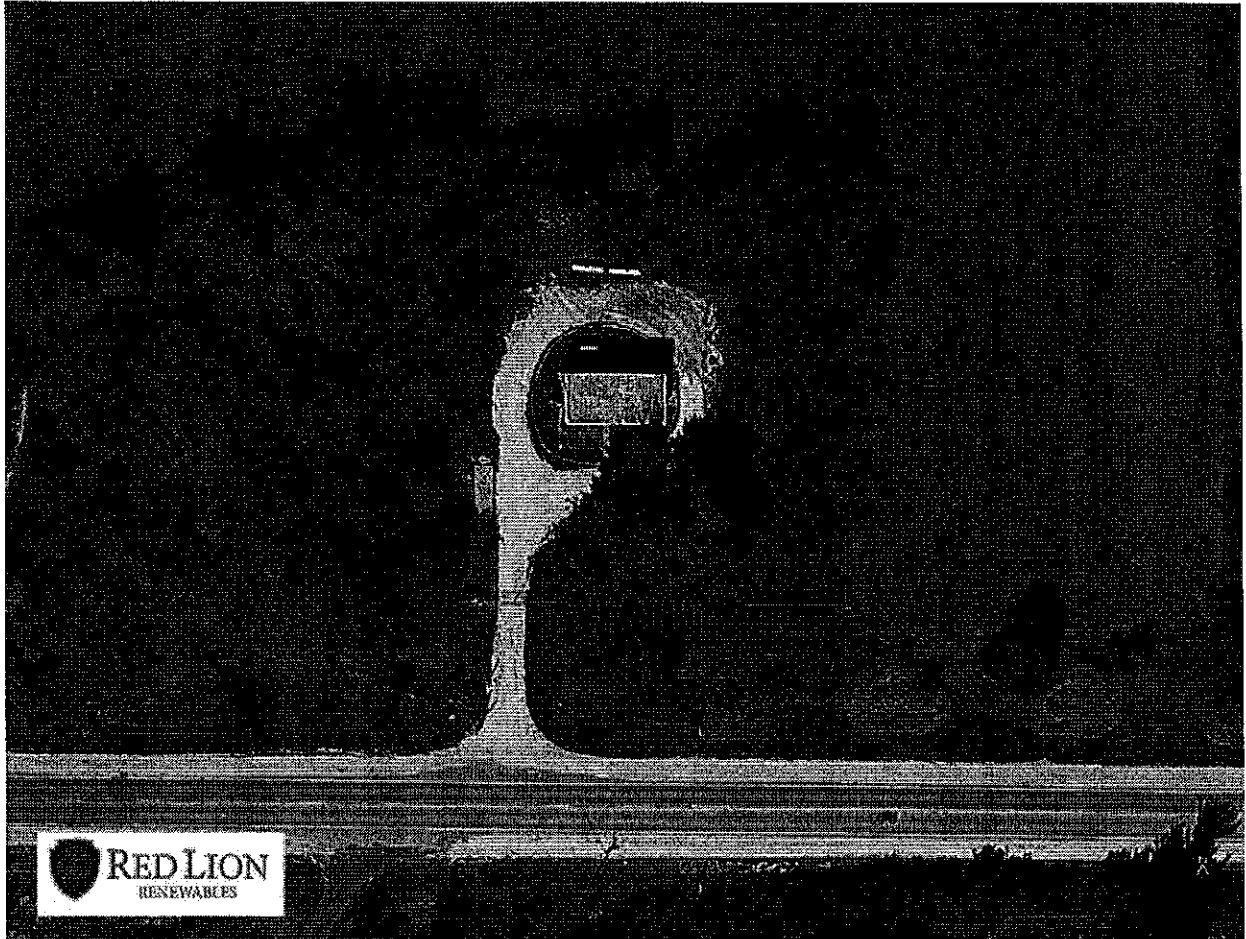


City of Dallas Center	City Hall
<b>Solar</b>	
Solar Array Size (kW-DC)	25
Solar Annual Production (kWh)	30,603
Current Annual Usage (kWh)	32,290
Electrical Usage Offset	94.8%

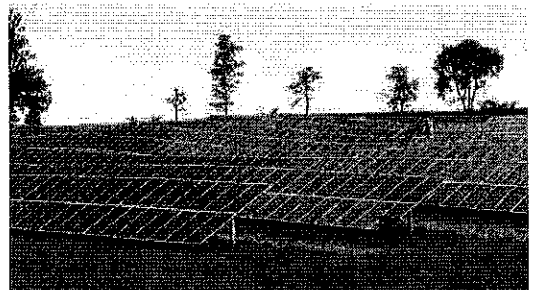


## Treatment Plant

- The Treatment Plant electrical usage can be offset with a ground array along the front fence as shown below. Tree south of the proposed array to be removed by city.



<b>City of Dallas Center</b>	<b>Treatment Plant</b>
<b>Solar</b>	
Solar Array Size (kW-DC)	38
Solar Annual Production (kWh)	51,652
Current Annual Usage (kWh)	58,523
Electrical Usage Offset	88.3%



## Wells & Well Pumps

- The four wells pumps electrical usage can be offset with ground arrays in centralized fenced locations and wired to their individual meters as shown below.

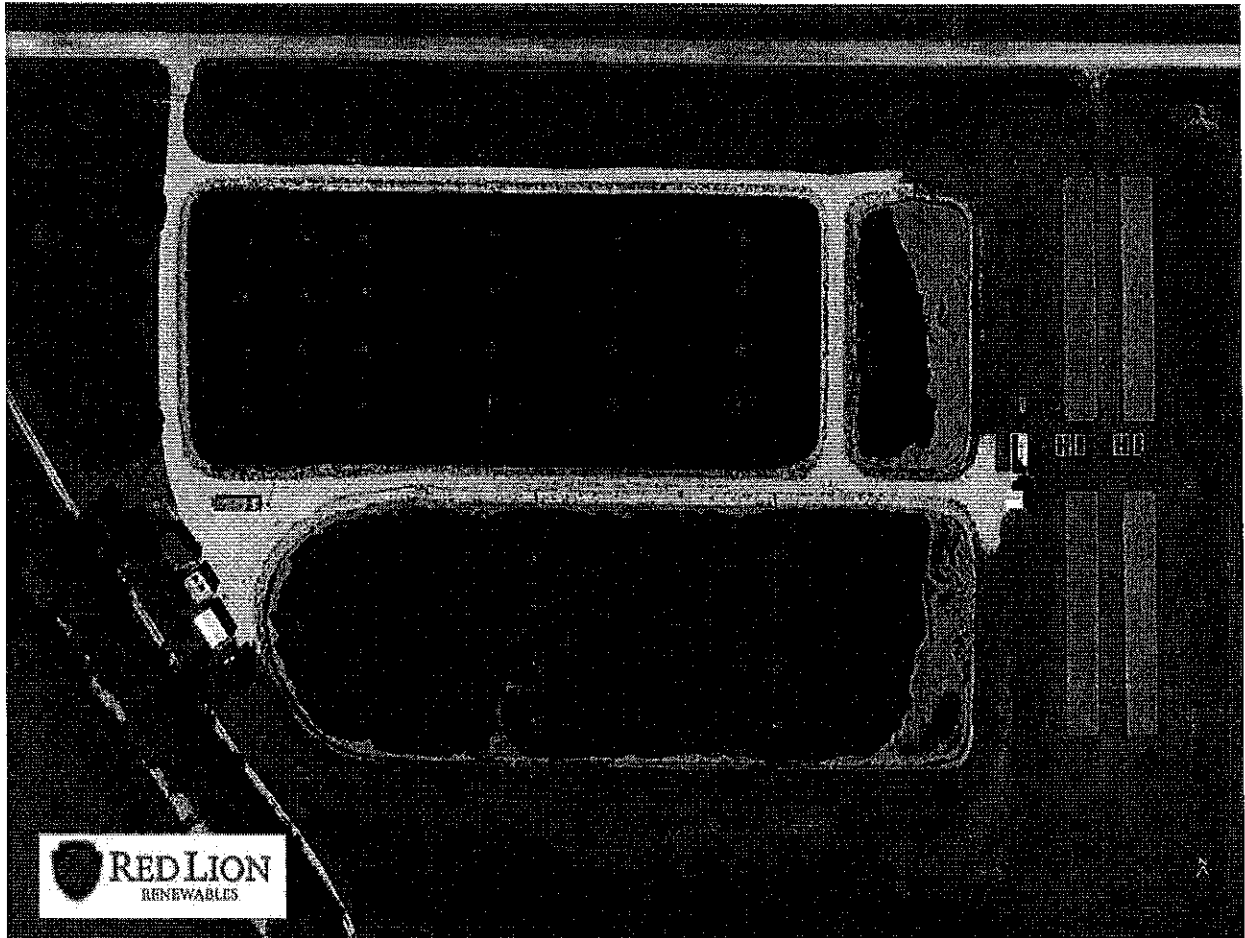


City of Dallas Center	Well 7	Well 9	Well 10	Well 11
<b>Solar</b>				
Solar Array Size (kW-DC)	12	23	12	31
Solar Annual Production (kWh)	16,626	30,876	16,626	42,752
Current Annual Usage (kWh)	16,480	31,646	16,799	43,009
Electrical Usage Offset	100.9%	97.6%	99.0%	99.4%



## Wastewater Treatment Plant

- The Building 2 WWTP electrical usage can be offset with a ground array along the south end as shown below. Trees/shrubs south of array to be removed/trimmed sufficiently by city to prevent shading of the array.



<b>City of Dallas Center</b>	<b>Bldg 2 WWTP</b>
<b>Solar</b>	
Solar Array Size (kW-DC)	225
Solar Annual Production (kWh)	307,507
Current Annual Usage (kWh)	320,768
Electrical Usage Offset	95.9%





**EXHIBIT F**

**Power Purchase Agreement (PPA) Term Sheet**

Project: City of Dallas Center  
 Location: Dallas Center, IA  
 Option: Solar Portfolio  
 Solar array size (DC): 418 kW-dc  
 Anticipated year 1 energy 560,252 kWh  
 Initial Rate: \$ 0.1165 cents/kWh Year 1+ 2.5%/yr after (blended, see below)  
 PPA Term: 20 years  
 Annual escalator: 2.50% escalator for all years on PPA rate and capacity.  
 Other: Library and Park Restroom at \$0.140/kWh year 1  
 Maintenance and City Hall at \$0.080/kWh year 1.  
 Water Treatment Plant, Well 7, Well 9, Well 10, Well 11, and  
 Wastewater Treatment Plant at \$0.0450/kWh year 1.

**Rate & Buyout Schedule**

Year	Electricity Rate	Est. Buyout Price		Year	Electricity Rate	Est. Buyout Price
1	\$0.0565	--		11	\$0.0724	\$ 516,746
2	\$0.0580	--		12	\$0.0742	\$ 475,036
3	\$0.0594	--		13	\$0.0760	\$ 429,900
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\*PPA contracting through Red Lion Renewables, LLC or its affiliates.

Early termination is subject to additional costs if removal is required.

\*\*Purchase price subject to fair market value assessment per IRS.

Subject to investor and credit approval.

SRECs owned by Red Lion Renewables, LLC or its affiliates.

Contingent upon USDA grant. Red Lion Renewables to apply for and receive USDA grant.

**EXHIBIT H**  
**PROJECT SCHEDULE**

Construction activities and completion scheduled for 2023.

**EXHIBIT I**

**OPERATIONS AND MAINTENANCE DUTIES**

**Annual Planned Maintenance Schedule – Solar Facilities**

Operations and maintenance duties performed by Red Lion Renewables and/or its contractors.

December 10, 2022

**CONFIDENTIAL**

City of Dallas Center  
1502 Walnut Street  
Dallas Center, IA 50063  
\_\_\_\_\_  
\_\_\_\_\_

**Re: Letter of Intent for Power Purchase Agreement**

Dear sir/madam:

On behalf of Red Lion Renewables, LLC ("**Red Lion**"), I am pleased to propose the key terms of a power purchase agreement contemplated to be entered into by and between Red Lion or an affiliate of Red Lion and City of Dallas Center ("**Customer**"). This letter of intent, when accepted by Customer, will confirm a non-binding understanding with respect to the power purchase agreement contemplated by the parties (the "**Contemplated Agreement**").

- 1. Key Terms:** The key terms for the Contemplated Agreement, include rate and buyout schedules, are set forth in Exhibit 1 to this letter of intent.
- 2. Timeline:** If this letter of intent is accepted by Customer, each party agrees to negotiate in good faith and use commercially reasonable efforts to execute the Contemplated Agreement as soon as reasonably practicable. Final execution may be delayed pending approval of a USDA grant. Timing of such grant is expected in the summer of 2023.
- 3. Fees and Expenses:** Each party would be responsible for their respective fees and expenses related to the negotiation and execution of the Contemplated Agreement.
- 4. Representations and Warranties; Conditions to Closing:** The Contemplated Agreement would also include (i) customary representations and warranties (including those relating to authority, litigation and condition of the project site); (ii) customary covenants as to the parties' obligations with respect to the project; and (iii) conditions precedent, including with respect to regulatory approvals and financing conditions.
- 5. Confidentiality:** Except to the extent required by law or permitted by Red Lion, Customer will not make any announcement related to the Contemplated Agreement or otherwise disclose the existence of this letter or the fact of the discussions among the parties concerning the Contemplated Agreement.
- 6. Exclusivity:** As an inducement to proceed with the negotiation of the Contemplated Agreement and the transactions contemplated thereby until the USDA has approved or disapproved of Red Lion's grant application, neither Customer nor any of its public officials, employees, agents or representatives will solicit, negotiate or entertain any offer from any person other than Red Lion to enter into a power purchase agreement or other agreement similar to the Contemplated Agreement.
- 7. Access to Information:** During the Exclusivity Period, Customer will provide Red Lion and its representatives, investors, agents, consultants, advisors and lenders with reasonable access during

normal business hours to the properties and personnel of Customer to the extent related to the Contemplated Agreement.

**8. Governing Law; Counterparts; Authority:** This letter of intent will be governed by and construed in accordance with the laws of the State of Iowa without regard to the conflict of laws principles of any jurisdiction. This letter may be executed in one or more counterparts (including by facsimile or .pdf), none of which need contain the signature of more than one party, and all of which when taken together will constitute one and the same agreement. Red Lion and Customer each represent that they have the power and authority to enter into this letter of intent.

I look forward to hearing from you very soon so we may move forward with the Contemplated Agreement which I believe will be beneficial to all parties.

Very truly yours,

RED LION RENEWABLES, LLC

By: \_\_\_\_\_  
Name: Terry Dvorak  
Title: Chief Executive Officer

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022:

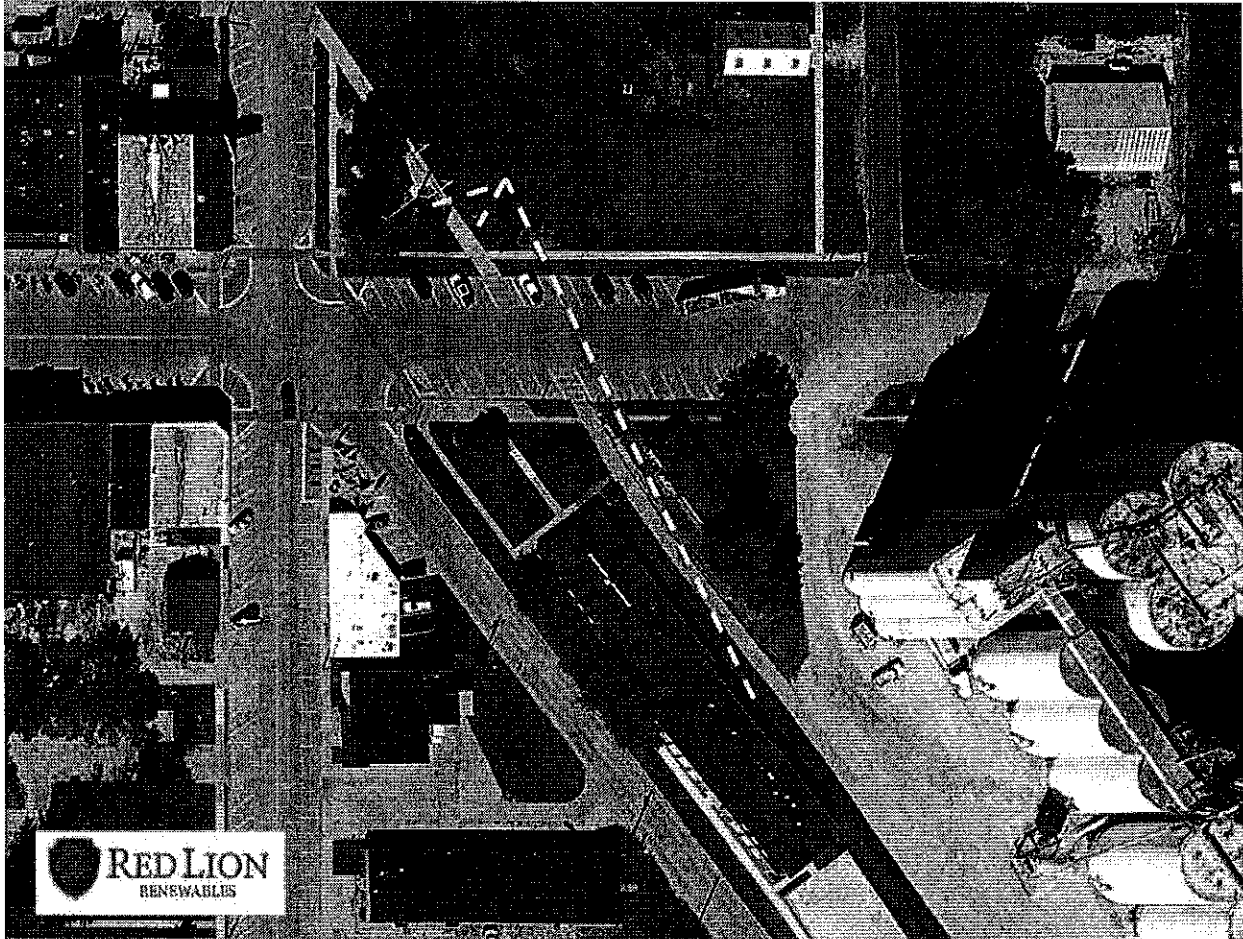
CUSTOMER:  
CITY OF DALLAS CENTER \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT 1

### Library & Park Restroom & Xmas Lights

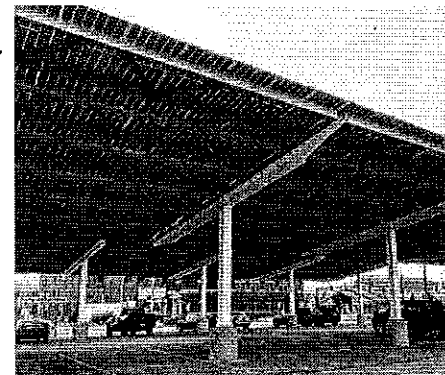
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#### City of Dallas Center

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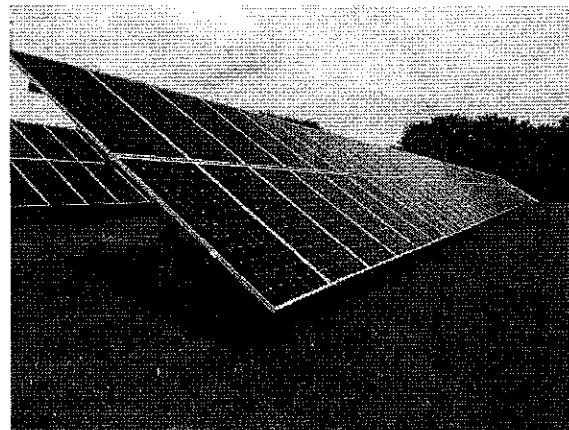
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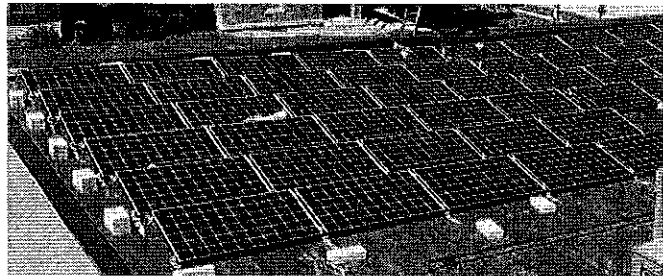


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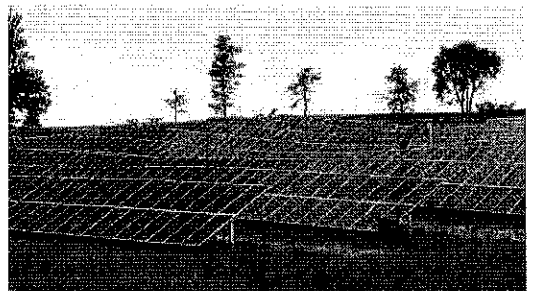


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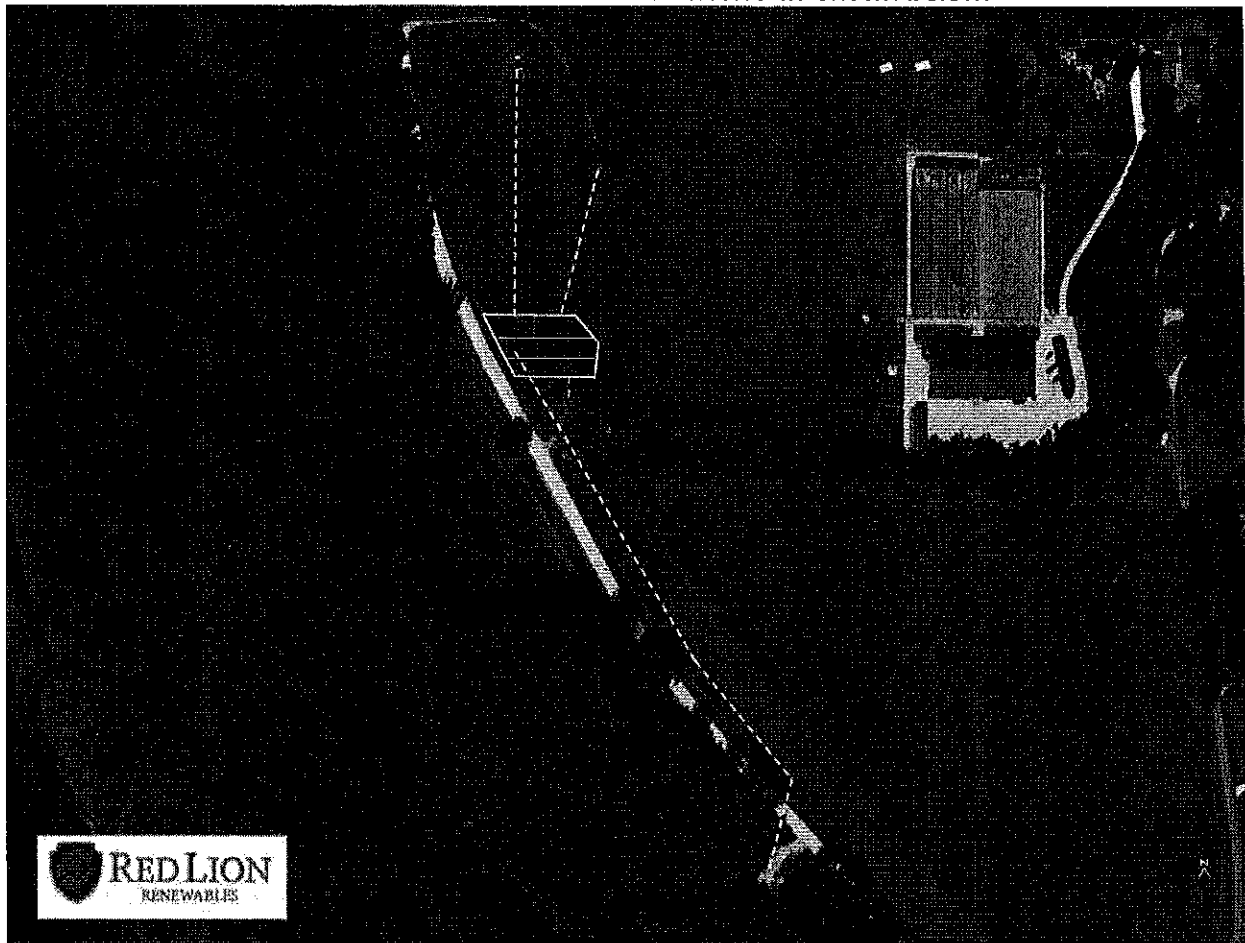


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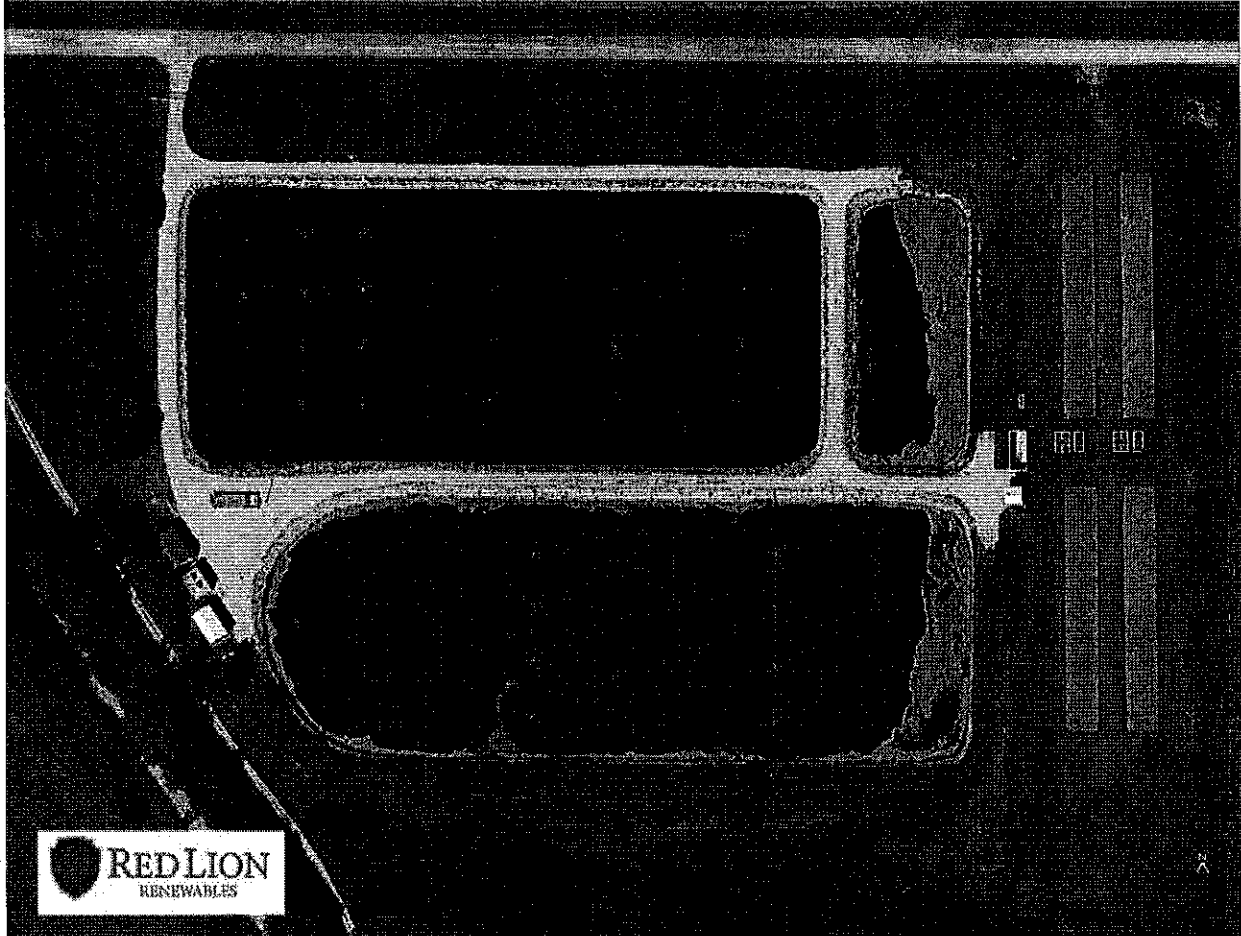


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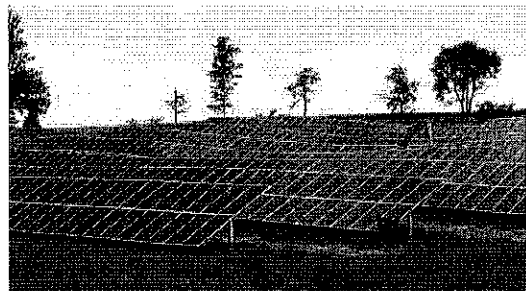


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