

NOTICE OF A PUBLIC MEETING
Dallas Center City Council
Tentative Agenda
March 21, 2023 – 6:30 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/83546126099>

If a Zoom user has the Zoom app, just enter the meeting ID 835 4612 6099 and the passcode is 923998

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is 835 4612 6099, the passcode is 923998: Dial by your location +1
312 626 6799 (CST) 646 558 8656 (EST) 719 359 4580 (MST) 669 900 9128 US (PST)

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

1. Roll call
2. Action to approve agenda
3. Action to approve Engagement Letter with Ahlers & Cooney in connection with negotiations with Red Lion Renewables, LLC with respect to a proposed solar power and services agreement
4. Action to approve payment to 3 artists for pocket park submissions in an amount of \$600 each
5. Discussion and action to approve proposal by Electric Pump in an amount not to exceed \$6,400 for motors only. Cost does not included labor.
6. Action to approve Resolution 2023-12 which replaces Resolution 2022-108, radon mitigation with AmeriServ Radon Mitigation of Iowa.
7. Budget Workshop
8. Adjournment

Shellie Schaben, City Clerk



Ahlers & Cooney, P.C.
Attorneys at Law



March 15, 2023

Via E-Mail

City of Dallas Center
Danny Beyer – Mayor
1502 Walnut Street
Dallas Center, IA 50063

RE: City of Dallas Center - Engagement Letter

Dear Mr. Beyer:

This letter will confirm that this firm has agreed to represent the City of Dallas Center, Iowa, acting by and through its City Council (the "City") in connection with the legal services described below. The firm is also able to represent you as bond counsel on a matter-by-matter basis and under individual engagement letters for each issuance of bonds or notes.

The provision of legal services under this engagement includes representing the City in the matter of a solar power purchase and services agreement between the City and Red Lion Renewables, LLC, specifically assisting with the review, revision, and negotiation of an agreement for the purchase of energy and solar power services and any related transaction documents or City Council proceedings.

In this instance, the firm will represent the City as and to the extent referred to us by the officers of the City and agreed to in writing. Any additional legal services, except those services incidental to and necessarily included in connection with this representation, must be reflected in separate correspondence, including bond counsel services.

I will be chiefly responsible for providing the legal services in this matter. I may obtain the assistance of other attorneys or paralegals in the firm, including the attorneys listed below:

- Steve Nadel, for general counsel and bond counsel
- Jason Craig, for utility litigation
- Other attorneys as required

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, engineering, financial matters, business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you, in writing, to confirm the scope of such consultations prior to initiating the same.

Our services are billed hourly, at the rate in effect at the time services are performed. The firm periodically reviews and adjusts billing rates, usually on an annual basis with increases



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effective January 1. At present, the billing rates for the above listed attorneys, effective as of January 1, 2023, are:

- Tim Whipple at \$350 per hour
- Steve Nadel at \$470 per hour
- Jason Craig at \$355 per hour

I may also call upon others in the firm to assist us from time to time. This may involve attorneys with specialized knowledge and skill, associate attorneys or legal or administrative assistants. Work performed by other attorneys and legal assistants will be billed at their hourly rate in effect at the time the services are performed. You will be billed on a monthly basis for all services rendered and all expenses advanced. The firm will advance usual and necessary expenses incurred in connection with your representation if the individual amounts do not exceed \$250. If an expense exceeds that amount, the firm will forward the provider's statement directly to you for payment. Your monthly statement will contain an itemized list of the services performed and expenses incurred. Should you have any questions about the statement, please call. The firm reserves the right to withdraw from your representation if each monthly statement is not paid within 60 days of issuance.

As you are aware, our firm represents many political subdivisions, as well as several joint-action agencies and other companies and individuals. It is possible that, during the time we are representing the City, one or more of our present or future clients will have transactions with the City. It is also likely that we may be asked to represent, in an unrelated matter, our other clients. We do not believe such representation, if it occurs, will adversely affect our ability to represent the City as provided in this letter, either because such matters will be sufficiently different from the City representation so as to make such representations not adverse, or because the potential for such adversity is remote or minor, and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of our City representation. We do reserve the right (and the City, by accepting our representation on these terms, consents thereto) to continue to represent, or to represent in the future, other clients on matters where the City interests may be adverse, but that do not have a substantial relationship to any matter on which we are representing the City.

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

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If these arrangements are acceptable with you, please present this letter to the Board of Trustees for approval, and then sign one copy of this letter and return it to me in the enclosed envelope.

The firm appreciates the opportunity to serve as your counsel in connection with this matter. We look forward to working with you.

Sincerely,
AHLERS & COONEY, P.C.

By:

/s/ *Timothy J. Whipple*

Timothy J. Whipple

TJW:im

Accepted:

City of Dallas Center, Iowa*

By _____ Date: _____

*Approved by action of the governing body on _____, 2023.

QUOTATION



QUOTE NUMBER: 0151811
 QUOTE DATE: 3/20/2023
 EXPIRE DATE: 3/21/2023

SALESPERSON: CHAD SPARKS
 CUSTOMER NO: 9923725
 QUOTED BY: JRF
 BALDOR MOTORS

QUOTED TO:
 CITY OF DALLAS CENTER
 1502 WALNUT ST.
 PO BOX 396
 DALLAS CENTER, IA 50063

JOB LOCATION:
 CITY OF DALLAS CENTER
 1502 WALNUT ST.
 PO BOX 396
 DALLAS CENTER, IA 50063

CONFIRM TO:
 BRIAN SLAUGHTER

***** QUOTE ORDER - DO NOT PAY *****

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
BRIAN	BESTWAY	ORIGIN	Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
*EJMM2516T	EACH	2.00	0.00	0.00	3,182.57	6,365.14
BALDOR 25 HP, 3600 RPM, 256JM, ODP MOTOR						

All return goods must have written approval from Electric Pump, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

Please note that we are no longer offering a thirty(30) day validity date. Due to the current volatility in the materials market, pricing and ship dates are subject to confirmation at time of order.

Net Order: 6,365.14
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 6,365.14

2023-12

Radon Mitigation Proposal

Email: [REDACTED]
Phone: [REDACTED]



Date Proposal Prepared: Updated 3/20/2023
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 disbursts it to the outside air before it can enter your home.

Proposal:

Option 3 routing (based on requirements from the Elevator Division is detailed below. The installation will require 2 specialists.

The sump pump would be sealed with our 2-piece cover. The system would be routed by drilling a suction point in the elevator pit. System piping will route to the exterior once we are above grade through the 16" exterior block wall. 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. This proposal is based on the client performing necessary electrical work. *(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.)*

Note: The elevator service company will be responsible for locking out the elevator during the installation. The electrician will run electricity to a weatherproof box with a switch cover on the exterior of the building within 18" of where our fan will be placed.

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, excludes labor.
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: \$2,265.00

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

Serving the Greater Des Moines Area and West Central Iowa



Radon Mitigation Proposal



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

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



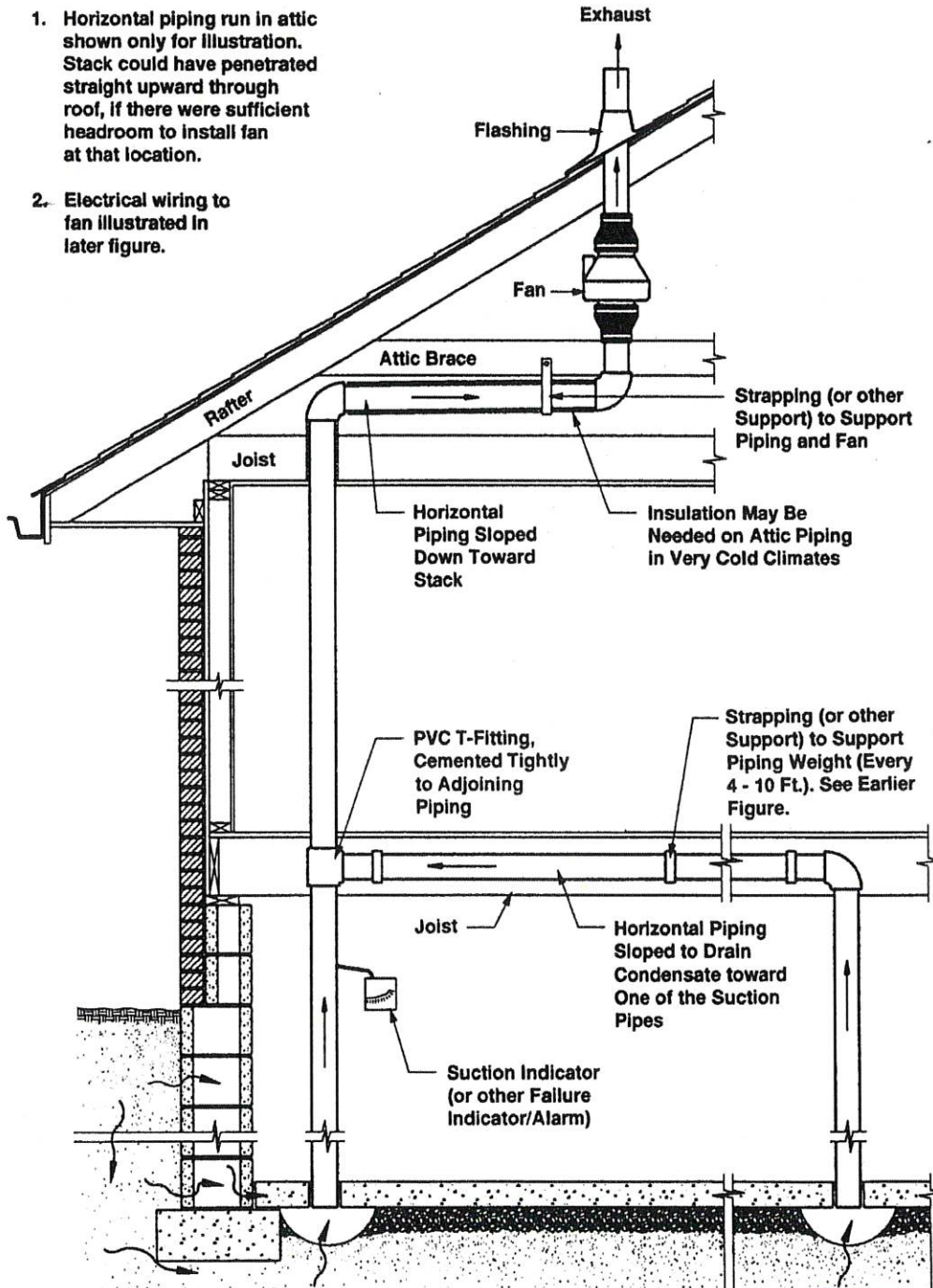
Internal System Installation

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: [REDACTED]
Phone: [REDACTED]



External System Installation

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

