

NOTICE OF A PUBLIC MEETING
Dallas Center City Council
Tentative Agenda
June 13, 2023 – 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/81509248852>

If a Zoom user has the Zoom app, just enter the meeting ID **815 0924 8852** and the passcode is 951506

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is **815 0924 8852**, the passcode is **951506**: Dial by your time zone below:

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. Pledge of Allegiance
2. Roll call
3. Action to approve agenda
4. Public Comments [Anyone wanting to address the Council should raise your hand and the Mayor will acknowledge you. Please stand, state your name, address, and topic. You will have two minutes to address the Mayor and Council]
5. Action to approve consent agenda
 - a. Approve minutes of May 9th regular meeting
 - b. May Treasurer's Report, Balance Sheet, and Budget Report
 - c. May Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Approve hiring Nicole Luebke as a 1st year lifeguard at \$12.50/hour. All lifeguard hires pending lifeguard certifications and all hires pending background checks with start date of June 14, 2023
 - e. Approve Board & Batten's request for street closing for the BACoon Ride event on June 17, 2023
 - f. Approve Sugar Grove Goods outdoor liquor license for an outdoor beer garden for the BACoon Ride event on June 17, 2023 pending Dramshop Review
 - g. Approve Board & Batten's request to place a sign along the trail in the evenings and on the weekends
 - h. Approve Escoffier LLC/ dba Five Points Class C Retail Alcohol License with Catering Privileges, pending dramshop review and receipt of required documentation
 - i. Highway 44 Distribution Main Replacement – Phase 1 - action to approve Pay Estimate No. 2 – Max Smith Construction, LLC - \$ 132,088.95
 - j. Outdoor Community Swimming Pool Construction Project – action to approve Payment Application No. 10 – Sande Construction and Supply Co. - \$681,093.19.
 - k. Approve reimbursement to Devon Hawbaker for sidewalk installation at 1607 Ash Street in the amount of \$84.
 - l. Approve reimbursement to Josh Tiffany for sidewalk installation at 705 14th Street in the amount of \$16.
 - m. Approve cigarette license for Casey's General Store effective July 1, 2023
 - n. Approve cigarette license for Dollar General Store effective July 1, 2023
 - o. Approve invoices for payment (review committee Strutt & Coon)

6. Iowa Court of Appeals decision upholding the Dallas County District Court's denial of Julie Becker's litigation against the Dallas Center Board of Adjustment
7. Mayor's Proclamation – declaring Friday, June 16, 2023, as Mary Werch Appreciation Day in recognition of the many contributions she has made to our community.
8. Parks and Recreation Board
 - a. Request to renew the City's membership in Iowa Parks
9. Public Works
 - a. Director's Report
 - b. Action to approve Grimes Asphalt proposal for street maintenance and repair in an amount not to exceed \$297,000 for FY24 and authorizing payment of the invoice upon receipt possibly using some LOST funds
 - c. Authorization to dispose of items no longer required by the City
10. Highway 44 Distribution Main Replacement- Phase 1 Engineer's Report
11. Dallas Center Outdoor Community Swimming Pool Construction Project
 - a. Engineer's Report
 - b. Action to approve Change Order No. 6 – Sande Construction & Supply Co. – increases contract amount by \$1,620
 - c. Action to approve Change Order No. 7 – Sande Construction & Supply Co. – eliminates the \$20,000 contingency allowance with payment being made based on the original contract award amount and the net change from Change Order Nos. 2 through 7
12. Cross Country Estates Plat 6 Low Pressure Sewer Project
 - a. Engineer's Report
 - b. Action to approve Partial Payment Estimate No. 2 (Final) – Concrete & More, LLC - \$2,375.50
 - c. Action to approve Partial Payment Estimate No. 3 (Retainage) – Concrete & More, LLC - \$2,619.50 to be paid 31 days following acceptance of the Project
 - d. Action on Resolution No. 2023-21 – acceptance of the Project
13. City Engineer – Other Matters
14. Drainage District No. 76 - Dallas Center City Council acting as Trustees of the District - the 2023 Repairs and Maintenance for Drainage District No. 76
 - a. Engineer's report on the repair and maintenance of damaged structures and the need for the dredging of silt and debris in the open channel
 - b. Action to accept the Report of the Engineer
 - c. Action on Resolution 2023-30 - ordering construction of the 2023 Repairs and Maintenance for Drainage District No. 76 Project
 - d. Action to accept proposal of Dan Brubaker Enterprises in the amount of \$7,900 to install and replace 30 inch dual wall tile
 - e. Action to accept proposal of Daugherty Construction, LLC in the amount of \$16,500 to dredge silt and debris in the outlet channel
 - f. Action on Resolution 2023-31- levying an assessment of \$30,000 to pay the costs of the 2023 Repairs and Maintenance for Drainage District No. 76 Project with the balance of the amount not expended for the Project being retained as a sinking fund to pay future maintenance and repair expenses
15. Action on Resolution 2023-32 – correcting the addresses of all lots in Cross Country Estates Plat 6 from "Northstar Lane" to "North Star Lane" (to correct an error on the Final Plat)
16. Solar Power and Services Agreement between City and Red Lion Dallas Center Solar, LLC
 - a. Mayor's Report
 - b. Action on Resolution 2023-33 – approving Solar Power and Services Agreement and authorizing Mayor to sign the Agreement on behalf of the City
 - c. Action on Resolution 2023-34 – proposing a lease agreement with Red Lion Dallas Center Solar, LLC ("Red Lion") that grants Red Lion the rights to use and access the various City Premises identified in the Solar Power and Services Agreement as provided in Sections 2.04(a) and 4.01(i) of the Agreement, and setting a public hearing on the proposal for 7 p.m. on July 11, 2023

17. Council's Compensation Committee – recommendations and action on establishing city employee compensation effective June 24th for payroll dated July 12, 2023: Brian Slaughter \$42.47/hr, Brett Kaszinski \$31.42/hr, Josh Tiffany \$26.52/hr, Cindy Riesselman \$41.19/hr, April Scrivner \$22.05/hr, Michele Schaben \$27.95/hr, Rochelle Cory-Shivvers \$22.37/hr, Tina Cantrell \$17.19/hr, Kathy Pantzar \$13.52/hr, Chloe Bennett Bircher \$13.31/hr, Sheila Miller \$13.00/hr
18. Action to authorize and approve payment of final invoices for FY2023 pending review by the June review committee – Strutt and Coon
19. City Administrator
 - a. Action to approve Resolution 2023-35 – transfer of ARPA funds to the Water Capital Improvement Fund for the Hwy. 44 Project
 - b. Action to set public hearing for Fiscal Year 2023-2024 City budget amendment for 7 p.m. on July 11, 2023
20. Council reports
21. Mayor's report
 - a. Ribbon Cutting for Swimming Pool on Friday, June 23, 2023 at 4:00 pm
22. Discussion of potential litigation that might involve the City
 - a. Possible action to hold a closed session to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the City in that litigation, pursuant to Iowa Code Section 21.5(1)(c) [requires the public vote of either two-thirds of the whole Council, or all of the members present]
 - b. Possible closed session
 - c. Possible action to rise from closed session
 - d. Possible action on subject matter
23. Adjournment

Shellie Schaben, City Clerk

Claims

Access Granted Systems, LLC	Software	\$1,010.00
Access Systems Leasing	Copier	\$366.21
Access Systems	Copier	\$44.57
Accujet Ventilation Services	Sewer Lining	\$27,225.00
Agsource Coop Services	Test	\$1,549.75
Ahlers & Cooney, Pc	Attorney	\$5,239.00
American Underground Supply	Supplies	\$2,856.15
Ameriserv Radon Mitigation	Radon Mitigation	\$375.00
Arnold Auto Supply	Supplies	\$296.28
Rob Sand	Audit	\$6,205.28
Baker & Taylor Co.	Books	\$654.89
Baldon Hardware	Supplies	\$60.74
Bay Bridge Administrators	Insurance	\$150.63
Bomgaars	Equipment	\$251.96
Boyd Creative LLC	Hi-Viz	\$1,224.00
Brown, Fagen & Rouse	Attorney	\$3,066.00
Centurylink	May Serv	\$787.27
CJ Cooper & Associates	Testing	\$45.00
Cold Blooded Redhead LLC	Library Prog	\$336.50
Concrete & More, LLC	Sewer Install	\$2,375.50
Cover's Construction	Shelter	\$5,170.00

Crossroads Ag, LLC	Seed	\$283.50
Culligan Water System	Jun Serv	\$54.16
Gannett Holdings - Central	Subscription	\$46.80
Dallas County Treasurer	May Prot	\$18,538.69
Delta Dental	Insurance	\$68.43
Delta Dental	Insurance	\$686.37
Demco	Supplies	\$127.39
Devon Hawbaker	Sidewalk	\$84.00
Digital Stew Services	May Ser	\$298.30
Iowa Dept Of Transportation	SIGNS	\$907.65
Ed M Feld Equip. Co., Inc	Inspection	\$1,180.76
EFTPS	Taxes	\$4,231.83
EFTPS	Taxes	\$4,352.76
EFTPS	Taxes	\$4,330.00
Electric Pump	Repairs	\$503.00
Elite Electric & Utility	Repairs	\$3,349.68
Emergency Medical Products	Supplies	\$48.27
Fire Service Training Bureau	Training	\$50.00
Gatehouse- dba Iowa Holdings	Publications	\$976.69
Gatehouse- dba Iowa Holdings	Publications	\$334.08
GIS Benefits	Insurance	\$74.88
Gis Benefits	Insurance	\$9.31
Grainger	Repairs	\$11.58
Grimes Asphalt and Paving Corp	Supplies	\$805.50
Heartland Co-Op	May Serv	\$1,261.97
HSA Cory, Rochelle	HSA	\$100.00
HSA Riesselman, Cindy	HSA	\$329.00
HSA Schaben, Michele	HSA	\$412.50
HSA Scrivner, April	HSA	\$50.00
HSA Slaughter, Brian	HSA	\$300.00
HSA Tiffany, Joshua	HSA	\$100.00
Hudson Law Firm	Attorney	\$70.00
IAMU	Dues	\$787.00
Iowa Finance Authority	Bond	\$130,950.00
Iowa Finance Authority	Bond	\$54,380.00
Iowa One Call	Locates	\$76.50
Iowa Prison Industries	Signs	\$112.00
Iowa State University	Library Prog	\$301.25
IPERS	IPERS	\$8,992.40
Iron Mountain	May Serv	\$98.35
Kevin Coble	Library Prog	\$325.00
Karen McCleary	Apr Serv	\$675.00
Karen McCleary	May Serv	\$675.00
Leaf	Copier	\$165.81
Eddie Leedom	May Serv	\$855.78
Linde Gas & Equipment Inc.	May Serv	\$41.44

Logan Contractors Supply Inc	Pocket Park	\$865.50
Manatts	Pocket Park	\$2,235.00
Max Smith Construction LLC	Hwy 44 Water Main	\$132,088.95
Menards	Supplies	\$441.30
Merrit Company	Supplies	\$80.53
Midamerican Energy	May Serv	\$5,403.69
Midwest Breathing Air LLC	Testing	\$768.01
Minburn Communications	Jun Serv	\$54.99
Moss Bros, Inc	Repairs	\$70.22
Municipal Supply Inc	Repairs	\$3,683.83
Nationwide Retirement Sol	Deferred Comp	\$225.00
Nationwide Retirement Sol	Deferred Comp	\$225.00
Nationwide Retirement Sol	Deferred Comp	\$225.00
ODP Business Solutions LLC	Supplies	\$56.42
Piper Sandler	Bond	\$750.00
Playaway Products	Books	\$518.90
Dallas Center Post Office	Rental	\$70.00
Rhinehart Excavating, Inc	Repairs	\$2,713.46
Treasurer - State of Iowa	Taxes	\$1,049.52
Treasurer - State of Iowa	Taxes	\$2,208.52
Sande Construction Supply	Pool Pay Estimate #10	\$681,093.19
Schaben, Shellie	Mileage	\$38.00
Science Center of Iowa	Library Prog	\$350.00
Sensus USA Inc.	Software	\$1,949.94
State Hygienic Laboratory	Testing	\$54.00
Swank Movie Licensing USA	License	\$397.00
Tiffany, Josh	Sidewalk	\$16.00
Uline	Supplies	\$64.03
UMB Bank Na	Bond	\$92,773.00
UMB Bank Na	Bond	\$179,128.75
UMB Bank Na	Bond	\$72,707.00
UMB Bank Na	Bond	\$116,646.25
United Rentals	Repairs	\$1,254.00
UHS Premium Billing	Insurance	\$958.86
UHS Premium Billing	Insurance	\$11,350.07
Unplugged Wireless	Supplies	\$85.00
USA Blue Book	Testing	\$1,283.24
Veenstra & Kimm	COMM POOL-GEN SERV	\$22,871.82
Verizon Wireless	May Serv	\$280.07
Vulcan Signs	Signs	\$170.00
Treasurer - State of Iowa	Taxes	\$1,806.19
Waste Management	May Serv	\$22,836.72
Waters Edge Aquatic Design	POOL C/A SERVICES	\$10,642.00
Wells Fargo	Supplies	\$1,380.69
Accounts Payable Total		<u>\$1,675,572.02</u>

General	\$95,247.37
Rut	\$4,880.96
T&A(Eb)	\$13,338.09
Debt Service	\$398,988.75
Cap Improve Pool	\$710,668.25
Cap Imprv-American Rescue	\$9,938.00
Water	\$137,416.86
Water Capital Outlay	\$137,632.50
Sewer	\$167,252.32
Storm District	\$138.92
Drainage District 76	\$70.00
Total Funds	<u>\$1,675,572.02</u>

Revenues

General Total	\$53,798.46
T&A(FT) Total	\$169.99
T&A(SC) Total	\$1,007.02
Capital Improvement Total	\$612.99
T&A(SL) Total	\$280.13
RUT Total	\$24,057.88
T&A (EB) Total	\$3,420.57
Local Option Sales Tax Total	\$52,419.11
TIF Total	\$1,944.72
Trees Total	\$53.22
Burnett Project Total	\$189.79
Debt Service Total	\$25,553.43
CAP Improve Pool Total	\$337,566.48
CAP Imprv-American Rescue Total	\$425.24
T&A(B) Total	\$10.80
T&A(Y) Total	\$10.69
Water Total	\$43,359.66
Sewer Total	\$35,598.19
Storm District Total	\$5,084.99
Drainage District 76 Total	<u>\$0.15</u>
Total Revenue by Fund	\$585,563.51

The Dallas Center City Council met in regular session on May 9, 2023 at 7:00 pm. Mayor Danny Beyer called the meeting to order and led the Pledge of Allegiance. Council members present included Amy Strutt, Ryan Coon, and Daniel Willrich. Angie Beaudet was present via Zoom. Ryan Kluss was absent. Also present were City Administrator Cindy Riesselman, City Attorney Ralph Brown, and City Engineer Bob Veenstra.

The consent agenda was amended to add hiring 2nd year lifeguard Mya Williamson at \$12.75/hour pending background check and lifeguard certification. Consent agenda was further amended to move the mayor's appointment of Heather Willrich to the Library Board to a separate agenda item. Motion by Coon, 2nd by Strutt to approve the amended agenda. Motion passed 4-0.

Public Comments

Bob Haxton expressed concerns about over reliance on debt financing.

Julie Becker stated multiple concerns.

Quade Keenan addressed the council regarding the safety hazard of people not stopping at the stop sign at 15th and Walnut.

Willrich stated 359 hours of law enforcement service were provided (320 hours are required) which is 12% above the agreement. Motion by Coon, 2nd by Willrich to approve consent agenda: [Approve minutes of April 11th regular meeting and April 20th special meeting; April Treasurer's Report, Balance Sheet, and Budget Report; April Law Enforcement, Fire/Rescue, Compliance and Water Reports; Approve hiring Ainslea Schmidt as a back-up Assistant Manager at \$14.75/hr while performing those duties; 2nd year lifeguards Zara Bejarno, Ainslea Schmidt, Mya Williamson and Ellie Carlton at \$12.75/hour; 1st year lifeguards Neela Williamson and Brycen Wineland at \$12.50/hour; and 1st year pool admissions applicants Kahne Westergreen and Aubree Huegerich at \$10.50/hour. All lifeguard hires pending lifeguard certifications and all hires pending background checks with start date of June 1, 2023; Establish effective date of April 1, 2023 for the rate increase for Public Works part-time/seasonal employees Mike Buckalew, Devin Schroeder and Scott Deaver to \$15/hour; Establish Darla MacConnell effective date for skating rink operator as April 12, 2023; Approve Mayor's reappointment of Katie Johnston to the Library Board of Trustees, term expires June 30, 2026; Approve Mayor's reappointment of Ron Steilen to the Tree Board, term expires June 30, 2026; Highway 44 Distribution Main Replacement – Phase 1 - action to approve Pay Estimate No. 1 – Max Smith Construction, LLC - \$180,264.59; Outdoor Community Swimming Pool Construction Project – action to approve Payment Application No. 9 – Sande Construction and Supply Co. - \$489,329.27; Cross Country Estates Plat 6 Low Pressure Sewer - action to approve Pay Estimate No. 1 – Concrete & More, LLC - \$47,395.50; Action to approve renumbering Radon Mitigation Proposal from Resolution No. 2023-12 to Resolution No. 2023-23 due to duplication of resolution numbers; Action to approve 2023 concession stand agreement with Kyle Dirks (review committee Beaudet and Willrich)]. Motion passed 4-0.

Motion by Coon, 2nd by Strutt to approve Mayor's reappointment of Heather Willrich to the Library Board of Trustees, term expires June 30, 2026. Ayes-Strutt, Beaudet and Coon; abstain-Willrich. Motion passed 3-0.

Iowa Volunteer Hall of Fame

Mayor Beyer recognized Bob King with a standing ovation for his induction into the Iowa Volunteer Hall of Fame. King is just one of 175 lowans honored since 1989 with the most prestigious state-level honor volunteers can receive.

Swimming Pool Concerns

Eric Allen addressed the council with his concerns regarding the movement of his home's foundation from what he feels is due to the pool construction.

508 D.C. LLC

Motion by Coon, 2nd by Strutt to approve Resolution 2023-24 – Agreement between the City and 508 D.C. LLC regarding the paving of a portion of the Sycamore Street right-of-way adjacent to 508 14th Street. Roll call all ayes, motion passed.

Friends of the Dallas Center Swimming Pool

Dusty Rauschenberg made a presentation of 2 donation checks: \$210,000 for new pool construction costs and \$50,000 (which includes the \$16,001 Dallas County Foundation grant) to supplement the \$250,000 CAT grant.

Parks and Recreation Board

Bob King provided an update on the award of the CAT grant.

Motion by Coon, 2nd by Willrich to approve Resolution 2023-25 – CAT Grant Agreement between the City of Dallas Center and the Enhance Iowa Board. Roll call all ayes, motion passed.

Motion by Strutt, 2nd by Coon to authorize ordering of and payment for message board visible from the trail and provided for in the CAT grant application – Park Warehouse LLC for \$5,009. Motion passed 4-0.

Motion by Coon, 2nd by Strutt to approve Resolution 2023-26 – agreement between the City of Dallas Center and mural artist James Navarro. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Strutt to authorize Clerk to issue payment of \$7,375 to James Navarro. Motion passed, 4-0.

Motion by Strutt, 2nd by Coon to approve Resolution 2023-27 – façade agreement between the City of Dallas Center and Dallas Mutual Insurance Association. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Strutt to approve Resolution 2023-28 – façade agreement between the City of Dallas Center and J.L.C. Rentals, L.L.C. (Joseph W. Cover). Roll call all ayes, motion passed.

Motion by Coon, 2nd by Strutt to authorize up to \$600 in repairs for the sound system at the skating rink. Motion passed 4-0.

Planning and Zoning Commission

City Engineer Bob Veenstra spoke to the specifications needed for the Salt Storage Building which is a specialty building and due to the strength requirements will not comply with the architectural standards. Attorney Brown provided further explanation of the building code.

Motion by Coon, 2nd by Willrich to approve Resolution 2023-29 – Architectural Plan for proposed City Salt Storage Building. Roll call all ayes, motion passed.

Public Works

- Public Works Director Brian Slaughter reported they continue to patch potholes and complete normal street maintenance; they plan to repair 15th Street after school is out for the summer; Highway 44 Water Main project is moving along very well; leak detection reports have shown that the Iowa brand hydrants are an issue and need to be replaced; all of the city park's restrooms are open and prepared for summer; mulch has been completed around new playground equipment at Mound Park; met with Minburn Communications in preparation of their project starting soon; and all city fire extinguishers have had their annual inspections.

Highway 44 Distribution Main Replacement- Phase 1

City Engineer Bob Veenstra reported pipe is in and contractor is ready to start making connections. Veenstra indicated that the project should be wrapped up and accepted in July, 2023. No action required at this time.

Dallas Center Outdoor Community Swimming Pool Construction Project

City Engineer Veenstra reported work continues to progress and Sande Construction is still hoping to open the pool by the end of the first week in June, 2023. Engineer Veenstra explained the alterations to the

pool due to the proceeds from the CAT Grant. Mayor Beyer requested that he be made aware of when a pool ribbon cutting ceremony could be held.

Cross Country Estates Plat 6 Low Pressure Sewer

Veenstra stated there is just a little bit of restoration work to be done and the project should be completed and finalized by the June meeting.

Cross Country Estates Street Improvements/Urban Renewal Area/Assessed Valuations

City Engineer Veenstra gave an overview of TIF and stated it might be time to “freeze the base”. After speaking with Piper Sandler, Veenstra asked the council to consider alternative options to finance streets in the Cross Developments. Public Works Director reminded the council that this would result in an increase in road maintenance/snow removal. The Council was in general agreement that the City should certify TIF debt in November to capture the TIF funds available from January 1, 2022 to January 1, 2023.

Northeast Sewer Planning Study

Piper Sandler and Engineer Veenstra are collaborating to reasonably work out some joint arrangement with the developer. Veenstra explained in detail the 3 options that may be available to finance a lift station.

Mayor’s Report - Power Purchase Agreement with Red Lion Renewables, LLC

Attorney Brown and Mayor Beyer have been working with the Red Lion Renewables’ attorney and the final contract will serve the City more efficiently. Red Lion inquired about putting in a car charging station at no additional cost and further information has been requested. Through their research, Mayor Beyer and Attorney Brown discovered MidAmerican hasn’t changed their rate since 2014.

City Administrator

Motion by Strutt, 2nd by Willrich to approve Resolution 2023-20 – American Rescue Plan Act (ARPA) funds allocation. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Willrich to approve Resolution 2023-22 – amending the City’s personnel policy regarding high visibility clothing for Public Works employees. Roll call all ayes, motion passed.

No other council reports were given.

The meeting adjourned at 8:07 pm.

Shellie Schaben, City Clerk

Claims

A King's Throne, LLC	Apr Serv	\$397.50
Access Granted Systems, LLC	Software	\$336.00
Access Systems Leasing	Lease	\$366.21
Access Systems	Copier	\$44.57
ACCO	Supplies	\$550.00
Aetna Behavioral Health, LLC	Benefits	\$26.28
Agsource Coop Services	Tests	\$903.15
Ahlers & Cooney, PC	Apr serv	\$4,060.00
Baker & Taylor Co.	Supplies	\$464.53
Bay Bridge Administrators	Insurance	\$100.42
Bomgaars	Supplies	\$66.97
Book Systems, Inc.	Renewal	\$1,210.00
Brenton Arboretum	Trees	\$1,478.05

Brown, Fagen & Rouse	Apr Serv	\$3,000.00
Brown, Fagen & Rouse	May Serv	\$3,000.00
Centurylink	April Serv	\$749.38
Cities Digital, Inc. CDI	Laserfiche	\$15,750.00
Occupational Health Centers	Testing	\$118.00
Concrete & More, LLC	Supplies	\$47,395.50
Concrete Impressions, LLC	Concrete	\$39,500.00
Crossroads Ag, LLC	Supplies	\$189.00
Culligan Water System	Apr Serv	\$12.56
Dallas County Treasurer	Apr Serv	\$18,538.69
Delta Dental	Insurance	\$45.62
Delta Dental	Insurance	\$709.18
Digital Stew Services	Apr Serv	\$195.30
EFTPS	Taxes	\$4,204.03
EFTPS	Taxes	\$4,173.54
Electric Pump	Maintenance	\$1,500.05
Elite Electric & Utility	Maintenance	\$22,818.00
Emergency Medical Products	Supplies	\$461.44
Feick's Plumbing	ROW Reim	\$500.00
GIS Benefits	Insurance	\$49.92
GIS Benefits	Insurance	\$34.27
Grainger	Repairs	\$81.05
Hawkeye Truck Equipment	Repairs	\$1,637.28
Heartland Co-Op	Apr Serv	\$1,679.44
Hotsy Cleaning Systems	Maintenance	\$188.45
HSA Cory, Rochelle	HSA	\$100.00
HSA Riesselman, Cindy	HSA	\$329.00
HSA Schaben, Michele	HSA	\$412.50
HSA Scrivner, April	HSA	\$50.00
HSA Slaughter, Brian	HSA	\$300.00
HSA Tiffany, Joshua	HSA	\$100.00
IMFOA	Training	\$50.00
Iowa Dept Of Transportation	Supplies	\$386.70
Iowa One Call	Feb-Mar Serv	\$46.80
IPERS	IPERS	\$5,998.70
Iron Mountain	Mar Serv	\$184.96
Karen McCleary	April Serv	\$675.00
Leaf	Copier	\$165.81
Eddie Leedom	Apr Serv	\$634.94
Linde Gas & Equipment Inc.	Apr Serv	\$42.16
Mark's Nursery	Trees	\$1,800.00
Max Smith Construction LLC	Pay Est #1	\$180,264.59
Marshall McCalley	Apr. Serv	\$4,500.00
Menards	Repairs	\$930.48
Micromarking LLC	Audio Books	\$97.89

Midamerican Energy	Apr. Serv	\$5,658.94
Midamerican Energy	Apr Serv	\$5,898.75
Minburn Communications	May Serv	\$54.99
Municipal Supply Inc	Supplies	\$569.73
Nationwide Retirement Sol	Insurance	\$225.00
Nationwide Retirement Sol	Insurance	\$225.00
Navarro, James	Muralist	\$7,375.00
ODP Business Solutions LLC	Supplies	\$372.29
Petty Cash-Pool	Pool	\$50.00
Quill.Com	Supplies	\$80.75
Cindy Riesselman	Mileage	\$203.71
Rotary Club of Dallas Center	Dues	\$68.02
Le Hunt Jr Enterprises	ROW Reim	\$1,000.00
Treasurer - State of Iowa	Taxes	\$2,131.41
Treasurer - State of Iowa	Taxes	\$1,085.71
Sande Construction Supply	Pool Pay Est #9	\$489,329.27
Sandry Fire Supply	Supplies	\$1,340.50
Sonntag Roofing, LLC	Repairs	\$445.00
State Hygienic Laboratory	Tests	\$40.00
Storey Kenworthy/Matt Parrott	Supplies	\$94.48
UHS Premium Billing	Insurance	\$639.24
UHS Premium Billing	Insurance	\$11,669.69
USA Blue Book	Supplies	\$1,084.06
Veenstra & Kimm	Apr Serv	\$15,442.26
Verizon Wireless	Apr Serv	\$280.07
Treasurer - State of Iowa	Taxes	\$1,221.26
Waste Management	Apr Serv	\$22,260.84
Waters Edge Aquatic Design	Services	\$1,840.00
Wells Fargo	Supplies	\$2,288.23
Accounts Payable Total		<u>\$946,578.11</u>
General		\$103,842.01
T&A(SC)		\$2,500.00
Capital Improvement		\$97.50
RUT		\$3,828.53
T&A(EB)		\$13,226.05
Burnett Project		\$39,500.00
CAP Improve Pool		\$511,347.15
Water		\$33,782.60
Water Capital Outlay		\$180,264.59
Sewer		\$57,630.10
Storm District		\$559.58
Total Funds		<u>\$946,578.11</u>

Revenues

General Total	\$1,353,887.84
T&A(FT) Total	\$42,940.32
T&A(SC) Total	\$59.26
Capital Improvement Total	\$84,239.29
T&A(SL) Total	\$1,554.75
RUT Total	\$210,486.03
T&A(EB) Total	\$154,085.90
Local Option Sales Tax Total	\$505,909.85
TIF Total	\$191,098.21
Trees Total	\$18,273.29
Burnett Project Total	\$2,640.62
T&A (Burnett CAP Improve) Total	\$62.64
Debt Service Total	\$410,115.04
CAP Improve Pool Total	\$4,188,552.46
CAP Imprv-American Rescue Total	\$135,499.46
T&A(B) Total	\$109.94
T&A(Y) Total	\$100.40
Water Total	\$431,066.30
Sewer Total	\$393,606.16
Storm District Total	\$49,506.92
Drainage District 76 Total	\$193.05
Total Revenue by Fund	<u>\$8,173,987.73</u>

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

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	627,113.01	53,798.46	128,143.99	.00	552,767.48
011 T&A (PD) BENEVOLENT	.00	.00	.00	.00	.00
015 T&A(FT)	413,364.75	169.99	.00	.00	413,534.74
021 T&A(SC)	13,911.10	1,007.02	2,500.00	.00	12,418.12
029 CAPITAL IMPROVEMENT	210,564.42	612.99	97.50	.00	211,079.91
041 T&A(SL)	8,717.47	280.13	.00	.00	8,997.60
110 RUT	168,964.57	24,057.88	3,828.53	.00	189,193.92
112 T&A(EB)	42,964.20	3,420.57	19,398.99	.00	26,985.78
119 EMERGENCY LEVY FUND	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	389,204.49	52,419.11	14,473.17	.00	427,150.43
125 TIF	91,281.45	1,944.72	81,088.42	.00	12,137.75
161 TREES	18,273.29	53.22	.00	.00	18,326.51
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	179,663.91	189.79	39,500.00	.00	140,353.70
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	439,720.35	25,553.43	344,608.75	.00	120,665.03
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	1,051,862.48	337,566.48	505,688.21	.00	883,740.75
310 CAP IMPRV-AMERICAN RESCUE	146,000.72	425.24	.00	.00	146,425.96
501 T&A(B)	15,708.99	10.80	.00	.00	15,719.79
502 T&A(Y)	13,669.07	10.69	.00	.00	13,679.76
600 WATER	560,161.39	43,359.66	160,485.94	.00	443,035.11
602 WATER CAPITAL OUTLAY	236,307.54	.00	180,264.59	.00	56,042.95
610 SEWER	772,350.67	35,598.19	66,335.63	.00	741,613.23
740 STORM DISTRICT	70,922.42	5,084.99	590.14	.00	75,417.27
760 DRAINAGE DISTRICT 76	53.05	.15	.00	.00	53.20
Report Total	5,470,779.34	585,563.51	1,547,003.86	.00	4,509,338.99

BALANCE SHEET
CALENDAR 5/2023, FISCAL 11/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	9,969.42-	15,012.76
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)	.00	.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)	16,050.63-	2,120.06
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	54,380.00	54,380.00
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	5,658.94	.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	1,615.58-	8,063.91
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	4,585.78-	7,413.24
610-000-1111	CHECKING-SEWER SINKING	130,950.00	130,950.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	4,299.66	8,205.29
760-000-1110	CHECKING-DRAINAGE DISTRICT 76	.00	.00
	CHECKING TOTAL	163,067.19	226,145.26

BALANCE SHEET
CALENDAR 5/2023, FISCAL 11/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1120	PETTY CASH	50.00	150.00
	PETTY CASH TOTAL	50.00	150.00
001-000-1160	SAVINGS-GENERAL	64,426.11-	197,604.72
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.00	.00
015-000-1160	SAVINGS-T&A(FT)	169.99	58,534.74
021-000-1160	SAVINGS-T&A(SC)	1,492.98-	2,418.12
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	163.51	56,302.47
029-000-1162	SAVINGS-DEPR PARK	5.98	2,060.00
029-000-1163	SAVINGS-DEPR SWIM POOL	.00	.00
029-000-1164	SAVINGS-DEPR P/W BLDG	267.03	125,522.81
029-000-1165	SAVINGS-DEPR FIRE	70.14	24,152.99
029-000-1166	SAVINGS-DEPR MEMORIAL HALL	8.83	3,041.64
041-000-1160	SAVINGS-T&A(SL)	280.13	8,997.60
110-000-1160	SAVINGS-RUT	20,040.86	94,287.76
110-000-1161	SAVINGS-DEPR RUT EQUIP	188.49	64,906.16
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	72.21	24,865.72
119-000-1160	SAVINGS-EMERG LEVY	.00	.00
121-000-1160	SAVINGS-LOST	37,945.94	427,150.43
121-000-1162	SAVINGS-LOST SWIM POOL	.00	.00
121-000-1163	SAVINGS-LOST SINKING	.00	.00
125-000-1160	SAVINGS-TIF	79,143.70-	12,137.75
161-000-1160	SAVINGS-TREE FUND	53.22	18,326.51
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	39,310.21-	65,353.70
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	373,435.32-	66,285.03
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	173,780.67-	883,740.75
310-000-1160	SAVINGS-CAP IMPRV ARPA	425.24	146,425.96
501-000-1160	SAVINGS-T&A(B)	10.80	3,719.79
502-000-1160	SAVINGS-T&A(Y)	10.69	3,679.76
600-000-1160	SAVINGS-WATER	9,022.16-	322,382.07
600-000-1161	SAVINGS-WATER SINKING	106,488.54-	1,952.43-
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	180,264.59-	56,042.95
610-000-1160	SAVINGS-SEWER	39,476.66-	377,748.66
610-000-1161	SAVINGS-SEWER SINKING	117,625.00-	2,158.67

BALANCE SHEET
CALENDAR 5/2023, FISCAL 11/2023

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	195.19	67,211.98
760-000-1160	SAVINGS-DRAINAGE DISTRICT 76	.15	53.20
	SAVINGS TOTAL	1,124,557.54-	3,141,043.73
001-000-1170	CD#48375-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#48375-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#48375-DEPR RUT EQUIP	.00	30,000.00
121-000-1172	CD-LOST SWIM POOL	.00	.00
121-000-1173	CD-LOST SWIM POOL	.00	.00
167-000-1170	CD#48375-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#48375-T&A(B)	.00	12,000.00
502-000-1170	CD#45375-T&A(Y)	.00	10,000.00
600-000-1170	CD#48375-WATER	.00	100,000.00
600-000-1171	CD-WATER	.00	.00
610-000-1170	CD#47831-SEWER	.00	200,000.00
610-000-1171	CD#48375-SEWER	.00	10,000.00
	CD'S TOTAL	.00	1,142,000.00
	TOTAL CASH	961,440.35-	4,509,338.99

BUDGET REPORT
CALENDAR 5/2023, FISCAL 11/2023

PCT OF FISCAL YTD 91.6%

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	147,622.93	91.75
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	9,199.76	74.75
112-110-6130	POLICE-IPERS	12,181.00	1,015.04	11,135.91	91.42
112-110-6150	POLICE-GROUP INSURANCE	36,963.00	3,080.21	33,881.54	91.66
112-110-6155	POLICE-CITY SHARE HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	1,078.00	89.82	988.02	91.65
112-110-6170	POLICE-UNEMPLOYMENT	190.00	15.80	173.80	91.47
112-110-6181	POLICE-UNIFORM ALLOWANCE	600.00	50.00	550.00	91.67
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	224,211.00	18,538.69	203,551.96	90.79
001-150-6010	FIRE DEPT-SALARIES	10,000.00	.00	5,280.00	52.80
001-150-6150	FIRE DEPT-GROUP INSURANC	800.00	.00	.00	.00
001-150-6210	FIRE DEPT-DUES	500.00	.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	445.00	672.65	22.42
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	481.97	2,639.88	88.00
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	.00	7,080.92	64.37
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	139.95	1,546.87	96.68
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	7,100.00	182.54	5,268.41	74.20
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	5,000.00	.00	3,269.20	65.38
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	449.61	3,970.94	132.36
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	73,600.00	1,394.49	68,599.07	93.21
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	404.09	52.82
112-150-6130	FIRE-IPERS	200.00	.00	15.64	7.82
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	3,864.00	53.67
	FIRE TOTAL	152,365.00	3,093.56	103,210.20	67.74
001-170-6407	BUILDING INSPECTION FEES	52,000.00	2,003.20	17,419.40	33.50
	BUILDING INSPECTIONS TOT	52,000.00	2,003.20	17,419.40	33.50

BUDGET REPORT
CALENDAR 5/2023, FISCAL 11/2023

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-190-6499	ANIMAL CONTROL	500.00	.00	358.91	71.78
	ANIMAL CONTROL TOTAL	500.00	.00	358.91	71.78
	PUBLIC SAFETY TOTAL	429,076.00	23,635.45	324,540.47	75.64
001-210-6010	STREETS-WAGES	50,368.00	7,482.90	40,700.65	80.81
001-210-6210	STREETS-DUES	.00	68.02	297.14	.00
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	60.00	1,180.00	168.57
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	2,600.00	30.01	1,617.85	62.23
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	118.00	1,307.50	130.75
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,500.00	.00	105.00	7.00
021-210-6417	T&A(SC)-REFUNDS	1,000.00	2,500.00	2,500.00	250.00
029-210-6710	DEPR-NON RUT EQUIP	28,200.00	.00	13,251.00	46.99
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	383.42	3,892.44	129.75
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	229,160.09	99.20
110-210-6425	RUT-SIDEWALK IMPROVEMENT	1,000.00	.00	.00	.00
110-210-6490	RUT-FAIR VIEW DR SIDEWAL	2,000.00	.00	1,844.97	92.25
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	3,853.00	572.46	3,144.31	81.61
112-210-6130	STREETS-IPERS	4,755.00	704.66	3,755.13	78.97
112-210-6150	STREETS-GROUP INSURANCE	11,449.00	1,946.17	12,363.80	107.99
112-210-6155	CITY SHARE- HSA	2,500.00	47.00	2,026.14	81.05
112-210-6160	STREETS-WORKER'S COMP	5,200.00	.00	3,189.00	61.33
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	430,525.00	13,912.64	320,735.02	74.50
110-230-6371	RUT-STREET LIGHTS	22,000.00	1,421.13	16,030.25	72.86
110-230-6509	RUT-STREET SIGNS	3,500.00	.00	217.36	6.21
	STREET LIGHTING TOTAL	25,500.00	1,421.13	16,247.61	63.72
110-250-6331	RUT-SNOW REM VEHICLE OPE	3,500.00	.00	2,661.86	76.05
110-250-6332	RUT-SNOW REM VEHICLE REP	4,500.00	1,637.28	2,314.00	51.42
110-250-6499	RUT-SNOW REM CONTRACT LA	4,000.00	.00	1,689.13	42.23
110-250-6599	RUT-SNOW REM SUPPLIES	15,000.00	386.70	8,552.40	57.02
	SNOW REMOVAL TOTAL	27,000.00	2,023.98	15,217.39	56.36
001-290-6010	GARBAGE-WAGES	19,118.00	2,459.30	19,140.89	100.12
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	2,195.00	100.00
001-290-6418	GARBAGE-SALES TAX	6,901.00	516.35	5,471.22	79.28
001-290-6499	GARBAGE-FEES	267,104.00	22,260.84	240,831.42	90.16
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	.00	1,718.39	143.20
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	1,400.00	93.33
112-290-6110	GARBAGE-FICA	1,463.00	188.12	1,464.20	100.08
112-290-6130	GARBAGE-IPERS	1,805.00	232.17	1,806.93	100.11
112-290-6150	GARBAGE-GROUP INSURANCE	8,166.00	700.43	10,036.74	122.91
112-290-6155	GARBAGE-CITY SHARE HSA	1,500.00	27.21	1,713.05	114.20

BUDGET REPORT
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PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	GARBAGE TOTAL	310,952.00	26,384.42	285,777.84	91.90
001-299-6010	GARAGE-WAGES	29,896.00	4,410.88	28,860.52	96.54
001-299-6310	GARAGE-BUILDING REPAIRS	10,000.00	.00	2,581.99	25.82
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	383.42	4,640.46	132.58
001-299-6332	GARAGE-VEHICLE REPAIRS	15,000.00	.00	8,470.21	56.47
001-299-6371	GARAGE-UTILITIES	3,500.00	200.19	3,054.05	87.26
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,500.00	188.45	2,324.41	51.65
001-299-6490	STREET TREES	38,100.00	1,278.05	33,350.91	87.54
001-299-6507	GARAGE-OPERATING SUPPLIE	10,000.00	302.90	4,197.17	41.97
029-299-6799	DEPR-P/W BLDG EXPENSE	100,000.00	97.50	7,051.38	7.05
112-299-6110	GARAGE-FICA	2,287.00	337.43	2,207.86	96.54
112-299-6130	GARAGE-IPERS	2,822.00	415.00	2,674.45	94.77
112-299-6150	GARAGE-GROUP INSURANCE	7,301.00	1,086.51	7,557.96	103.52
112-299-6155	GARAGE-CITY SHARE HSA	1,463.00	42.00	1,599.37	109.32
112-299-6160	GARAGE-WORKER'S COMP	1,800.00	.00	1,329.00	73.83
	OTHER PUBLIC WORKS TOTAL	230,169.00	8,742.33	109,899.74	47.75
	PUBLIC WORKS TOTAL	1,024,146.00	52,484.50	747,877.60	73.02
001-350-6501	MOSQUITO SPRAYING	8,500.00	.00	8,335.00	98.06
	WATER,AIR,MOSQUITO CONTR	8,500.00	.00	8,335.00	98.06
001-399-6590	COVID-19 EXPENSES	.00	.00	.00	.00
	OTHER HEALTH/SOCIAL SERV	.00	.00	.00	.00
	HEALTH & SOCIAL SERVICES	8,500.00	.00	8,335.00	98.06
001-410-6010	LIBRARY-WAGES	89,269.00	9,610.40	74,895.34	83.90
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	8,000.00	415.00	6,348.22	79.35
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	86.62	17.32
001-410-6340	LIBRARY-COMPUTER MAINT	6,000.00	6,050.95	10,420.95	173.68
001-410-6371	LIBRARY-UTILITIES	16,000.00	442.48	12,107.74	75.67
001-410-6373	LIBRARY-TELEPHONE	4,000.00	318.05	3,448.93	86.22
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,600.00	165.81	1,804.91	112.81
001-410-6502	LIBRARY-BOOKS	16,000.00	598.90	10,801.31	67.51
001-410-6505	LIBRARY-OFFICE FURNITURE	2,000.00	.00	406.83	20.34
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,500.00	607.34	2,838.00	43.66
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	735.20	5,729.55	83.90
112-410-6130	LIBRARY-IPERS	8,427.00	907.25	7,070.18	83.90
112-410-6150	LIBRARY-GROUP INSURANCE	25,793.00	2,083.81	22,607.60	87.65
112-410-6155	LIBRARY-CITY SHARE HSA	5,000.00	100.00	4,900.00	98.00
112-410-6160	LIBRARY-WORKER'S COMP	300.00	.00	141.00	47.00
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
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PCT OF FISCAL YTD 91.6%

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	22,035.19	163,703.13	81.66
001-430-6010	PARKS-WAGES	49,977.00	8,474.78	38,361.14	76.76
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	104.97	482.91	4.02
001-430-6320	PARKS-GROUND MAINT/REPAI	43,750.00	8,170.56	24,635.08	56.31
001-430-6331	PARKS-VEHICLE OPERATION	3,000.00	102.00	1,670.32	55.68
001-430-6350	PARKS-EQUIP REPAIRS	1,500.00	.00	89.13	5.94
001-430-6371	PARKS-UTILITIES	2,500.00	126.46	1,744.08	69.76
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	41.98	41.98	.21
001-430-6450	PARKS-TREE MAINT	9,500.00	.00	9,787.00	103.02
001-430-6460	TREES PLEASE GRANT EXPEN	2,000.00	2,000.00	2,000.00	100.00
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	131.16	576.59	28.83
029-430-6720	DEPR-PARK EXPENSES	8,000.00	.00	6,472.00	80.90
112-430-6110	PARKS-FICA	3,823.00	648.33	2,934.62	76.76
112-430-6130	PARKS-IPERS	3,523.00	733.32	3,173.06	90.07
112-430-6150	PARKS-GROUP INSURANCE	1,897.00	1,411.45	3,284.81	173.16
112-430-6155	PARKS-CITY SHARE HSA	662.00	21.00	437.36	66.07
112-430-6160	PARKS-WORKER'S COMP	725.00	.00	929.00	128.14
112-430-6181	PARKS-UNIFORM ALLOWANCE	400.00	.00	.00	.00
167-430-6320	T&A(BURNETT REC)-PARK IM	152,500.00	39,500.00	133,811.40	87.75
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	319,857.00	61,466.01	230,495.48	72.06
001-440-6010	SWIM POOL-WAGES	63,970.00	1,998.84	50,564.04	79.04
001-440-6230	SWIM POOL-TRAINING	2,000.00	.00	1,068.13	53.41
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	.00	401.04	4.01
001-440-6350	SWIM POOL-OPER EQUIP REP	4,000.00	.00	1,140.00	28.50
001-440-6371	SWIM POOL-UTILITIES	3,500.00	.00	2,569.67	73.42
001-440-6373	SWIM POOL-PHONE/DATA/HOT	500.00	71.05	410.32	82.06
001-440-6418	SWIM POOL-SALES TAX	2,500.00	.00	325.78	13.03
001-440-6419	SWIM POOL-TECHNOLOGY SER	.00	336.00	336.00	.00
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	52.95	2,483.59	57.76
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	152.91	3,868.13	93.68
112-440-6130	SWIM POOL-IPERS	752.00	156.44	1,133.32	150.71
112-440-6150	SWIM POOL-GROUP INS	2,638.00	421.43	3,568.35	135.27
112-440-6155	SWIM POOL-CITY SHARE HSA	425.00	12.00	1,190.09	280.02
112-440-6160	SWIM POOL-WORKER'S COMP	2,200.00	.00	590.00	26.82
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

BUDGET REPORT
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PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
180-440-6407	ENGINEERING	.00	.00	.00	.00
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	109,414.00	3,201.62	71,480.66	65.33
	CULTURE & RECREATION TOT	629,739.00	86,702.82	465,679.27	73.95
161-510-6450	TREE EXPENSE	18,000.00	.00	.00	.00
	COMMUNITY BEAUTIFICATION	18,000.00	.00	.00	.00
001-520-6210	ECON DEV-DUES	5,500.00	.00	4,752.50	86.41
001-520-6371	ECON DEV-UTILITIES	200.00	.00	181.74	90.87
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	9,901.00	123.76
001-520-6470	ECON DEV-COMPLIANCE	8,000.00	670.02	7,047.73	88.10
001-520-6490	ECON DEV-MISC EXPENSE	500.00	.00	163.47	32.69
001-520-6495	ECON DEV-ACTIVITIES	35,000.00	.00	24,675.13	70.50
001-520-6499	ECON DEV-OTHER PROF SERV	.00	.00	.00	.00
001-520-6761	ECON DEV-WALNUT STREET	4,500.00	.00	4,113.25	91.41
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	63,700.00	670.02	51,266.32	80.48
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	12,000.00	.00	9,340.05	77.83
001-540-6414	P&Z-PUBLICATIONS	100.00	.00	76.37	76.37
001-540-6490	P&Z-MISC	500.00	.00	.00	.00
	PLANNING & ZONING TOTAL	12,600.00	.00	9,416.42	74.73
	COMMUNITY & ECONOMIC DEV	94,300.00	670.02	60,682.74	64.35
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	9,120.00	95.00
001-610-6210	MAYOR/COUNCIL-DUES	3,000.00	.00	2,843.00	94.77
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	976.69	6,007.28	92.42
001-610-6419	MAYOR/COUNCIL-TECHNOLOGY	1,500.00	59.94	963.73	64.25
001-610-6490	MAYOR/COUNCIL-BONDS/DUES	57,000.00	.00	62,750.00	110.09
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	6,000.00	15.90	3,407.85	56.80
112-610-6110	MAYOR/COUNCIL-FICA	734.00	30.60	583.60	79.51
112-610-6130	MAYOR/COUNCIL-IPERS	725.00	.00	173.69	23.96
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	95,359.00	1,483.13	85,849.15	90.03
001-620-6010	CLERK-WAGES	59,810.00	2,872.61	64,187.76	107.32
001-620-6210	CLERK-DUES	150.00	.00	247.68	165.12
001-620-6230	CLERK-EDUCATION/TRAINING	5,000.00	237.98	3,498.65	69.97

BUDGET REPORT
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PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00
001-620-6373	CLERK-TELEPHONE/RADIOS	3,100.00	210.34	2,659.32	85.78
001-620-6419	CLERK-TECHNOLOGY SERVICE	30,000.00	16,208.97	26,500.91	88.34
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	.00	928.72	92.87
001-620-6505	CLERK-OFFICE EQUIP PURCH	4,000.00	75.47	75.47	1.89
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	377.56	4,568.78	106.25
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	.00	1,176.00	78.40
112-620-6110	CLERK-FICA	4,575.00	219.74	4,910.47	107.33
112-620-6130	CLERK-IPERS	5,646.00	271.17	6,059.41	107.32
112-620-6150	CLERK-GROUP INSURANCE	21,804.00	4.38	25,114.30	115.18
112-620-6155	CLERK-CITY SHARE HSA	4,825.00	101.37	8,479.69	175.74
112-620-6160	CLERK-WORKER'S COMP	450.00	.00	349.00	77.56
	CLERK/TREASURER/ADM TOTA	146,660.00	20,579.59	148,756.16	101.43
001-630-6403	ELECTIONS-EXPENSES	.00	.00	.00	.00
	ELECTIONS TOTAL	.00	.00	.00	.00
001-640-6405	ATTORNEY-MISC EXP	3,000.00	4,060.00	4,876.40	162.55
001-640-6411	ATTORNEY-RETAINER	36,000.00	3,000.00	33,000.00	91.67
	LEGAL SERVICES/ATTORNEY	39,000.00	7,060.00	37,876.40	97.12
001-650-6310	MEMORIAL HALL-BLDG MAINT	6,000.00	89.58	6,083.57	101.39
001-650-6320	MEMORIAL HALL-MISC EXPEN	4,400.00	42.56	3,715.05	84.43
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	321.31	4,872.15	74.96
001-650-6373	MEMORIAL HALL-TELEPHONE	600.00	50.00	550.00	91.67
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	260.00	2,860.00	66.51
001-650-6499	MEMORIAL HALL-ELEV MAINT	1,300.00	.00	992.40	76.34
	CITY HALL/GENERAL BLDGS	23,100.00	763.45	19,073.17	82.57
001-660-6408	GENERAL-LIABILITY INSURA	64,000.00	.00	59,232.44	92.55
	TORT LIABILITY TOTAL	64,000.00	.00	59,232.44	92.55
001-699-6490	MISC UNALLOCATED REIMB	3,000.00	90.05	9,080.60	302.69
	OTHER GENERAL GOVERNMENT	3,000.00	90.05	9,080.60	302.69
	GENERAL GOVERNMENT TOTAL	371,119.00	29,976.22	359,867.92	96.97
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	66,000.00	66,000.00	100.00
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	13,414.00	100.00
200-210-6899	DS BOND REGISTRATION FEE	600.00	.00	600.00	100.00
	ROADS, BRIDGES, SIDEWALK	80,014.00	72,707.00	80,014.00	100.00
305-430-6385	PLAYGROUND-PRAIRE MDWS G	.00	.00	.00	.00
305-430-6390	PLAYGROUND-DALLAS CNTY G	.00	.00	.00	.00
	PARKS TOTAL	.00	.00	.00	.00
200-440-6804	DS PRINC-2022 POOL	230,250.00	25,000.00	25,000.00	10.86
200-440-6854	DS INT-2022 POOL	.00	67,773.00	67,773.00	.00
200-440-6899	DS-BOND REGISTRATION FEE	.00	.00	.00	.00
	RECREATION TOTAL	230,250.00	92,773.00	92,773.00	40.29

BUDGET REPORT
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PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
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
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	8,207.50	50.00
200-815-6899	DS BOND REGISTRATIONS FE	2,345.00	.00	1,172.50	50.00
	SEWER/SEWAGE DISPOSAL TO	63,761.00	.00	9,380.00	14.71
200-865-6801	DS PRINC-2016 SW STORM	145,000.00	145,000.00	145,000.00	100.00
200-865-6851	DS INT-2016 SW STORM	68,258.00	34,128.75	68,257.50	100.00
200-865-6899	DS BOND REGISTRATION	500.00	.00	250.00	50.00
	STORM DISTRICT TOTAL	213,758.00	179,128.75	213,507.50	99.88
	DEBT SERVICE TOTAL	587,783.00	344,608.75	395,674.50	67.32
308-410-6770	CAP IMPROVEMENT-LIBRARY	.00	.00	.00	.00
	LIBRARY TOTAL	.00	.00	.00	.00
309-440-6407	CAP IMPROVE POOL-ENGINEE	160,000.00	15,105.56	104,599.14	65.37
309-440-6490	CAP IMPROVE POOL-BOND EX	.00	.00	.00	.00
309-440-6797	CAP IMPROVE POOL-BOCK GR	.00	.00	.00	.00
309-440-6798	CAP IMPROVE POOL-CAT GRA	.00	.00	.00	.00
309-440-6799	CAP IMPROVE POOL-EXPENSE	5,000,000.00	490,582.65	3,731,849.95	74.64
	RECREATION TOTAL	5,160,000.00	505,688.21	3,836,449.09	74.35
310-750-6374	CAP IMPRV ARPA-EXPENSES	265,016.00	.00	122,595.00	46.26
	CAPITAL PROJECTS TOTAL	265,016.00	.00	122,595.00	46.26
	CAPITAL PROJECTS TOTAL	5,425,016.00	505,688.21	3,959,044.09	72.98
600-810-6010	WATER-WAGES	91,635.00	10,881.40	87,541.50	95.53
600-810-6110	WATER-FICA	6,976.00	832.42	6,727.36	96.44
600-810-6130	WATER-IPERS	8,609.00	1,024.17	8,209.71	95.36
600-810-6150	WATER-GROUP INSURANCE	20,629.00	1,917.51	20,444.44	99.11
600-810-6155	WATER-CITY SHARE HSA	3,700.00	82.21	4,048.42	109.42
600-810-6160	WATER-WORKER'S COMP	3,000.00	.00	1,389.00	46.30
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
600-810-6210	WATER-DUES	1,500.00	.00	599.38	39.96
600-810-6230	WATER-TRAINING	1,500.00	.00	955.00	63.67
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	67,000.00	2,061.68	70,022.02	104.51
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	.00	1,105.37	4.42
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	164.32	1,904.88	95.24
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	21,818.00	21,818.00	94.86
600-810-6371	WATER-UTILITIES	25,000.00	1,300.51	26,127.48	104.51
600-810-6373	WATER-TELEPHONE	.00	.00	.00	.00
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	662.65	13,609.98	104.69
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	15,500.00	.00	14,380.00	92.77

BUDGET REPORT
CALENDAR 5/2023, FISCAL 11/2023

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6411	WATER-LEGAL	10,000.00	.00	.00	.00
600-810-6418	WATER-SALES TAX EXPENSE	26,000.00	2,208.52	23,762.46	91.39
600-810-6419	WATER-TECHNOLOGY SERVICE	8,000.00	51.93	4,610.44	57.63
600-810-6499	WATER-TESTS	6,000.00	46.00	3,702.32	61.71
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	550.00	12,119.32	36.73
600-810-6506	WATER-OFFICE SUPPLIES	1,800.00	23.40	1,903.34	105.74
600-810-6507	WATER-OPERATING SUPPLIES	5,800.00	.00	5,824.70	100.43
600-810-6508	WATER-POSTAGE	1,500.00	.00	1,400.00	93.33
600-810-6599	WATER-MISC EXP	2,500.00	214.97	1,026.39	41.06
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	112,000.00	112,000.00	100.00
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	9,292.50	100.01
600-810-6899	WATER-BOND REGISTRATION	1,100.00	.00	600.00	54.55
602-810-6407	WATER CAP OUTLAY-ENGINEE	28,000.00	.00	12,786.25	45.67
602-810-6780	WATER CAP OUTLAY-UTIL SY	345,000.00	180,264.59	183,914.59	53.31
	WATER TOTAL	928,941.00	340,750.53	652,224.85	70.21
610-815-6010	SEWER-WAGES	88,057.00	10,119.08	80,080.87	90.94
610-815-6110	SEWER-FICA	6,736.00	774.13	6,156.92	91.40
610-815-6130	SEWER-IPERS	8,313.00	952.40	7,398.81	89.00
610-815-6150	SEWER-GROUP INSURANCE	20,756.00	2,500.34	23,480.47	113.13
610-815-6155	SEWER-CITY SHARE HSA	4,925.00	117.21	6,602.96	134.07
610-815-6160	SEWER-WORKER'S COMP	3,000.00	.00	1,178.00	39.27
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	195.00	19.50
610-815-6310	SEWER-BLDG REPAIR/MAINT	10,000.00	31.00	1,566.74	15.67
610-815-6320	SEWER-GROUND REPAIR/MAIN	2,500.00	.00	.00	.00
610-815-6331	SEWER-VEHICLE OPERATIONS	1,600.00	164.31	1,904.86	119.05
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	665.93	2,178.89	5.73
610-815-6371	SEWER-UTILITIES	35,000.00	2,086.67	28,468.50	81.34
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	1.35	1,050.00	52.50
610-815-6407	SEWER-ENGINEERING	3,000.00	76.00	2,059.64	68.65
610-815-6408	SEWER-INSURANCE	21,000.00	.00	19,500.00	92.86
610-815-6411	SEWER-LEGAL	500.00	.00	.00	.00
610-815-6418	SEWER-SALES TAX EXPENSE	7,200.00	424.25	4,752.37	66.01
610-815-6419	SEWER-TECHNOLOGY SERVICE	8,000.00	106.91	4,866.94	60.84
610-815-6499	SEWER-TESTS	17,000.00	897.15	14,491.10	85.24
610-815-6506	SEWER-OFFICE SUPPLIES	1,500.00	23.40	1,903.42	126.89
610-815-6507	SEWER-SUPPLIES	500.00	.00	465.45	93.09
610-815-6508	SEWER-POSTAGE	1,500.00	.00	1,400.00	93.33
610-815-6599	SEWER-ADMIN EXPENSES	2,000.00	.00	59.88	2.99
610-815-6767	SEWER-FAIR VIEW DR SAN S	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 5/2023, FISCAL 11/2023

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6780	SEWER-CAPITAL OUTLAY PRO	.00	47,395.50	47,395.50	.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
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	25,331.25	50.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	7,238.00	.00	3,618.75	50.00
	SEWER/SEWAGE DISPOSAL TO	444,738.00	66,335.63	286,506.32	64.42
740-865-6331	STORM DISTRICT-VEHICLE 0	.00	.00	93.85	.00
740-865-6379	STORM DISTRICT-MAINT/REP	50,000.00	451.22	35,273.87	70.55
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	108.92	1,192.52	91.73
740-865-6419	STORM DISTRICT-TECH SERV	3,000.00	30.00	910.03	30.33
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-RECI	.00	.00	.00	.00
	STORM DISTRICT TOTAL	54,300.00	590.14	37,470.27	69.01
760-899-6399	DRAINAGE DISTRICT 76-EXP	80,000.00	.00	.00	.00
760-899-6407	ENGINEERING	.00	.00	.00	.00
760-899-6411	DRAINAGE DISTRICT 76-LEG	.00	.00	140.00	.00
	OTHER BUSINESS TYPE TOTA	80,000.00	.00	140.00	.18
	ENTERPRISE FUNDS TOTAL	1,507,979.00	407,676.30	976,341.44	64.75
001-910-6910	GENERAL-TRANSFERS OUT	109,462.00	.00	109,654.59	100.18
011-910-6910	T&A(PD)BENEVOLENT-TRANSF	.00	.00	.00	.00
029-910-6910	DEPR-TRANSFER OUT	72,609.00	.00	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	1,579,042.00	14,473.17	652,277.56	41.31
125-910-6910	TIF-TRANSFER OUT	203,887.00	81,088.42	197,412.62	96.82
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	323,973.00	.00	317,054.56	97.86
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	133,000.00	.00	.00	.00
600-910-6910	WATER-TRANSFERS OUT	7,000.00	.00	7,000.00	100.00
602-910-6910	WATER CAP OUTLAY-TRANSFE	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 5/2023, FISCAL 11/2023

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-910-6910	SEWER-TRANSFERS OUT	7,000.00	.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	2,778,430.00	95,561.59	1,705,829.51	61.40
	TRANSFER OUT TOTAL	2,778,430.00	95,561.59	1,705,829.51	61.40
TOTAL EXPENSES BY FUNCTI		12,856,088.00	1,547,003.86	9,003,872.54	70.04



May 2023

Dallas Center Calls for Service

Create Date/Time	Call Type	Location
5/2/2023 2:34	SICK PERSON	602 LINDEN ST, DALLAS CENTER
5/3/2023 18:08	CONTROLLED BURN	2430 240TH ST, DALLAS CENTER
5/3/2023 19:08	911 MISDIAL	240 th ST / ORDER DR, DALLAS CENTER
5/4/2023 12:16	TESTING	1202 SUGAR GROVE AVE A, DALLAS CENTER
5/4/2023 14:43	PREMISES CHECK	3 RIDGECREST LN, DALLAS CENTER
5/5/2023 7:35	FOLLOW UP INVESTIGATION	702 11TH ST, DALLAS CENTER
5/5/2023 17:51	MVC-PD	301 14TH ST, DALLAS CENTER
5/5/2023 19:50	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
5/5/2023 21:15	TRAFFIC STOP	VINE ST / 13TH ST, DALLAS CENTER
5/6/2023 2:48	PREMISES CHECK	1400 VINE ST, DALLAS CENTER
5/6/2023 3:12	PREMISES CHECK	1502 WALNUT ST, DALLAS CENTER
5/6/2023 13:24	PUBLIC WORKS/CO ENGINEER	1607 SUGAR GROVE AVE, DALLAS CENTER
5/7/2023 0:16	MOTORIST ASSIST	R AVE / SUGAR GROVE AVE, DALLAS CENTER
5/7/2023 2:14	TRAFFIC STOP	13TH ST / CHERRY ST, DALLAS CENTER
5/7/2023 14:27	TRAFFIC STOP	306 SUGAR GROVE AVE, DALLAS CENTER
5/8/2023 3:35	STROKE	707 PERCIVAL AVE, DALLAS CENTER
5/8/2023 4:00	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
5/8/2023 6:42	MEET COMPLAINANT	506 14TH ST, DALLAS CENTER
5/8/2023 9:40	SUSPICIOUS	1403 SUGAR GROVE AVE, DALLAS CENTER
5/9/2023 4:40	911 HANGUP	240 th ST / ORDER DR, DALLAS CENTER
5/9/2023 12:06	RETURN PHONE CALL	207 HATTON AVE, DALLAS CENTER
5/10/2023 9:12	EXTRA PATROL	15TH ST / WALNUT ST, DALLAS CENTER
5/10/2023 13:05	911 HANGUP	1204 LINDEN ST, DALLAS CENTER
5/10/2023 21:47	SUSPICIOUS	1907 SUGAR GROVE AVE, DALLAS CENTER
5/11/2023 11:33	CIVIL PAPER	908 SUGAR GROVE AVE, DALLAS CENTER
5/11/2023 13:03	TRAFFIC STOP	13TH ST / WALNUT ST, DALLAS CENTER
5/11/2023 15:17	911 HANGUP	240 th ST / ORDER DR, DALLAS CENTER
5/11/2023 17:27	BURGLARY	1000 WALNUT ST, DALLAS CENTER
5/12/2023 8:57	TRAFFIC HAZARD	CHERRY ST / KELLOGG AVE, DALLAS CENTER
5/12/2023 12:05	CIVIL PAPER	904 SUGAR GROVE AVE, DALLAS CENTER
5/12/2023 16:37	911 HANGUP	240 th ST / ORDER DR, DALLAS CENTER
5/12/2023 19:55	TRAFFIC STOP	PERCIVAL AVE / SUGAR GROVE AVE, DALLAS CENTER

5/12/2023 21:35	FALLS	1303 SUGAR GROVE AVE, DALLAS CENTER
5/13/2023 0:59	PREMISES CHECK	1400 VINE ST, DALLAS CENTER
5/13/2023 6:28	911 HANGUP	VINE ST / 13 TH ST, DALLAS CENTER
5/13/2023 11:11	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
5/13/2023 11:14	TRAFFIC COMPLAINT	15TH ST / CHERRY ST, DALLAS CENTER
5/13/2023 12:01	VEHICLE UNLOCK	8 RIDGECREST LN, DALLAS CENTER
5/13/2023 16:54	911 HANGUP	1100 SUGAR GROVE AVE, DALLAS CENTER
5/13/2023 18:37	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
5/13/2023 23:09	TRAFFIC STOP	HATTON AVE / SUGAR GROVE AVE, DALLAS CENTER
5/14/2023 11:58	ANIMAL COMPLAINT	1309 FAIRVIEW DR, DALLAS CENTER
5/14/2023 15:52	WELFARE CHECK	1107 SUGAR GROVE AVE 20, DALLAS CENTER
5/14/2023 16:14	ANIMAL COMPLAINT	1309 FAIRVIEW DR, DALLAS CENTER
5/14/2023 19:31	TRAFFIC STOP	ORCHARD LN / N AVE, DALLAS CENTER
5/14/2023 20:12	VEHICLE UNLOCK	595 SUGAR GROVE AVE, DALLAS CENTER
5/15/2023 7:29	ANIMAL COMPLAINT	11TH ST / SYCAMORE ST, DALLAS CENTER
5/15/2023 12:56	WELFARE CHECK	1107 SUGAR GROVE AVE 9, DALLAS CENTER
5/15/2023 15:29	TRAFFIC STOP	100 FAIRVIEW DR, DALLAS CENTER
5/15/2023 16:56	ANIMAL COMPLAINT	1309 FAIRVIEW DR, DALLAS CENTER
5/17/2023 5:12	EXTRA PATROL	1406 VINE ST, DALLAS CENTER
5/17/2023 7:59	911 HANGUP	1204 LINDEN ST, DALLAS CENTER
5/17/2023 11:40	JUVENILE PROBLEM	1400 VINE ST, DALLAS CENTER
5/17/2023 12:49	INFORMATION	1502 WALNUT ST, DALLAS CENTER
5/17/2023 17:25	911 MISDIAL	1204 LINDEN ST, DALLAS CENTER
5/17/2023 17:59	JUVENILE PROBLEM	1308 WALNUT ST, DALLAS CENTER
5/17/2023 20:15	911 MISDIAL	1204 LINDEN ST, DALLAS CENTER
5/19/2023 11:28	INFORMATION	1205 13TH ST, DALLAS CENTER
5/19/2023 13:17	MISSING/RUNAWAY	101 RHINEHART AVE, DALLAS CENTER
5/19/2023 17:12	TRESPASS	1204 SUGAR GROVE AVE, DALLAS CENTER
5/20/2023 8:49	MEDICAL TRANSPORT EMERGENT	1204 LINDEN ST, DALLAS CENTER
5/20/2023 9:17	911 HANGUP	1204 LINDEN ST, DALLAS CENTER
5/20/2023 11:44	ANIMAL COMPLAINT	705 14TH ST, DALLAS CENTER
5/20/2023 20:56	RETURN PHONE CALL	7 PRAIRIE LN, DALLAS CENTER
5/21/2023 12:52	ANIMAL COMPLAINT	705 14TH ST, DALLAS CENTER
5/21/2023 14:25	911 MISDIAL	1107 SYCAMORE ST, DALLAS CENTER
5/22/2023 8:27	JUVENILE PROBLEM	1503 SUGAR GROVE AVE, DALLAS CENTER
5/22/2023 15:42	TRAFFIC STOP	SYCAMORE ST / 13TH ST, DALLAS CENTER
5/22/2023 17:25	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
5/23/2023 16:09	911 HANGUP	1400 VINE ST, DALLAS CENTER
5/23/2023 17:52	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
5/24/2023 7:37	HARASSMENT/THREATS	1004 WALNUT ST, DALLAS CENTER
5/24/2023 8:52	SUSPICIOUS	5 ORCHARD LN, DALLAS CENTER

5/24/2023 16:02	911 MISDIAL	240 TH ST / ORDER DR, DALLAS CENTER
5/24/2023 16:25	MISSING/RUNAWAY	1503 SUGAR GROVE AVE, DALLAS CENTER
5/25/2023 8:23	MISSING/RUNAWAY	1503 SUGAR GROVE AVE, DALLAS CENTER
5/25/2023 22:00	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
5/26/2023 0:52	ALARM	1400 VINE ST, DALLAS CENTER
5/26/2023 11:26	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
5/26/2023 18:59	911 MISDIAL	1100 SUGAR GROVE AVE, DALLAS CENTER
5/26/2023 21:34	PUBLIC WORKS/CO ENGINEER	1202 CHERRY ST, DALLAS CENTER
5/27/2023 10:43	INFORMATION	12TH ST / VINE ST, DALLAS CENTER
5/27/2023 13:49	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
5/27/2023 22:55	MISSING/RUNAWAY	1001 WALNUT ST, DALLAS CENTER
5/28/2023 0:14	SUSPICIOUS	12TH ST / LAUREL ST, DALLAS CENTER
5/28/2023 6:06	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
5/28/2023 10:42	SICK PERSON	1301 LAUREL ST, DALLAS CENTER
5/28/2023 15:03	SICK PERSON	1708 VINE ST, DALLAS CENTER
5/28/2023 15:05	911 HANGUP	1204 LINDEN ST, DALLAS CENTER
5/28/2023 16:11	ELECTRICAL HAZARD	12TH ST / VINE ST, DALLAS CENTER
5/28/2023 21:10	FIREWORKS	202 15TH ST, DALLAS CENTER
5/29/2023 4:29	EXTRA PATROL	1500 WALNUT ST, DALLAS CENTER
5/29/2023 13:26	TRAFFIC HAZARD	301 KELLOGG AVE, DALLAS CENTER
5/29/2023 15:57	UNKNOWN PROBLEM	1107 SUGAR GROVE AVE 22, DALLAS CENTER
5/30/2023 17:05	911 HANGUP	1204 LINDEN ST, DALLAS CENTER
Total	351 hours patrol, 17 hours on calls, 368 hours total, 320 required	95

MAY 2023 CODE ENFORCEMENT REPORT DALLAS CENTER

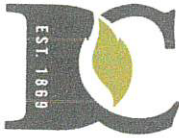
CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
		BEGIN 2017				
		BEGIN 2019				
2019-065	1201 Walnut	Junk & Vehicles	5/29/2019	6/13/2019 8/2/19 9/30/21	Advisory 6/19/19 sent new pictures- 7/17/19 Certified - 9/10/21 Certified New owner start over	5/8/2023
		BEGIN-2020				
2020-139	804 Fairview	Junk	10/20/2020	10/27/2020 11/18/20 12/18/20 1/4/21 6/17/21 7/8/21	M- 11/2/20 Advisory-12/1/20 Certified- 12/21/20 FINAL 5/26/21 new violations Cert.- 6/22/21 FINAL 8-2-21 Refer to city	
2020-166	1506 Cherry	Junk	12/10/2020	12/15/2020 1/2/21 1/21/21 2/18/21 3/18/21 7/8/21	M- 12/17/20 Advisory- 1/5/21 Certified- 2/2/21 FINAL- 3/1/21 FINAL ii	
		BEGIN 2021				
		BEGIN 2022				
2022-149	1006 Sugar Grove	Junk	10/5/2022	10/22/2022	Advisory	
2022-161	1005-8	Junk	10/24/2022	11/1/2022 1/13/23 2/2/23 3/17/23	M-12/27/22 Advisory- 1/17/23 Certified- 2/28/23 FINAL-5/2/23 Sent to City	5/22/2023

2022-187	302-11	Vehicle	12/12/2022	12/20/2022 2/2/23	M- 1/17/23 Advisory	5/15/2023
2022-191	1201 Vine	Junk	12/19/2022	1/13/2023 4/14/23 5/18/23	Advisory- 3/28/23 Certified- 5/2/23 FINAL	
2022-192	1007 Vine	Junk	12/27/2022	1/3/2023 3/10/23 4/6/23 4/17/23 5/18/23	M- 2/22/23 Advisory- 3/21/23 Certified-5/2/23 FINAL	
		BEGIN 2023				
2023-003	306 Kellogg	Junk	1/3/2023	1/10/2023 1/25/23	M- 1/10/23 Advisory	
2023-008	806 Vine	Junk	1/17/2023	2/2/2023 3/17/23	Advisory- 2/28/23 Certified	5/2/2023
2023-022	1107 Maple	Junk	1/24/2023	2/14/2023 3/17/23	Advisory-2/28/23 Certified- 4/3/23 FINAL-5/2/23 REFER TO CITY	5/22/2023
2023-053	1606 Sycamore	Parking	3/21/2023	4/6/2023	Advisory	5/8/2023
2023-054	604 Percival	Parking & Junk	3/21/2023	4/6/2023	Advisory	5/15/2023
2023-058	1200 Ash	Parking	4/3/2023	4/11/2023 5/4/23	M - 4/18/23 Advisory	
2023-065	106-14	Junk	4/18/2023	4/25/2023 5/11/23	M - 4/24/23 Advisory	5/2/2023
2023-066	1417 Walnut	Junk	4/18/2023	5/4/2023	Advisory	5/2/2023
2023-068	1205 Walnut	Parking	4/18/2023	5/4/2023 5/31/23	Advisory-5/15/23 Certified	5/15/2023
2023-070	801 Hatton	Junk	4/24/2023	5/2/2023	M	5/2/2023
2023-071	1600 Linden	Junk	4/24/2023	5/2/2023	M	5/2/2023
2023-072	1709 Cherry	Tree	5/1/2023	5/16/2023	Certified	5/22/2023
2023-073	1101 Walnut	Junk	5/2/2023	5/9/2023	M	5/8/2023
2023-074	1204 Ash	Parking	5/2/2023	5/18/2023	Advisory	
2023-075	1607 Walnut	Junk	5/2/2023	5/9/2023	M	5/15/2023

2023-076	1600 Cherry	Junk	5/2/2023	5/9/2023	M	5/8/2023
2023-077	205-10	Junk	5/8/2023	5/15/2023	M	5/15/2023
2023-078	804 Vine	Junk	5/8/2023	5/15/2023	M	
2023-079	901 Linden	Junk	5/8/2023	5/15/2023	M	5/15/2023
2023-080	302-Linden	Junk	5/8/2023	5/15/2023	M	5/15/2023
2023-081	305-Linden	Junk	5/8/2023	5/15/2023	M	5/15/2023
2023-082	106-14	Junk	5/8/2023	5/24/2023	Advisory	5/15/2023
2023-083	801 Percival	Grass	5/8/2023	5/15/2023	Advisory	5/22/2023
2023-084	1201 Walnut	Junk	5/8/2023	5/15/2023	Certified	
2023-085	1005 Sugar Grove	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-086	1104 Sugar Grove	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-087	1500 Sugar Grove	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-088	201-10	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-089	203-10	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-090	305-10	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-091	906 Ash	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-092	602 Vine	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-093	607-13	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-094	307-11	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-095	303-11	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-096	1206 Cherry	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-097	1207 Vine	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-098	604 Percival	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-099	101-14	Grass	5/15/2023	5/22/2023	Advisory	5/22/2023
2023-100	1229 Maple	Grass	5/15/2023	5/22/2023	Advisory	5/29/2023
2023-101	Paramount	Grass	5/15/2023	5/22/2023	Advisory	
2023-102	1506 Cherry	Grass	5/22/2023	5/29/2023	Advisory	
2023-103	107-15	Junk	5/22/2023	5/29/2023	M	5/29/2023
2023-104	204-11	Junk	5/22/2023	5/29/2023	M- 5/29/23	
2023-105	302-14	Grass	5/22/2023	6/15/23		
2023-106	1201 Vine	Parking	5/22/2023	5/29/2023	Advisory	5/29/2023
2023-107	1204 Cherry	Grass	5/22/2023	5/30/2023	Advisory	5/29/2023
2023-108	707-10	Junk	5/22/2023	5/29/2023	Advisory	5/29/2023

Monthly Water Report

Date																					
Water Plant																					
Total Gal.>	4,560	Max	258	Min	60	Avg	147	Gpm	0.2												
Total Hrs.>	329	Max	18.6	Min	4.5	Avg	10.6129032														
Last Month.>		Max		Min		Avg		Gpm													
Last Year.>		Max		Min		Avg		Gpm													
Lbs.of Chlorine	298	Lbs of Fluoride	58	Gallons of salt brine	4,101																
Chlorine.Mg/l	0.71	Fluoride.Mg/l	0.7	Hardness. Mg/l		Iron. Mg/l		Nitrate.Mg/l													
Well																					
Date																					
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	
Well # 7																					
Well # 9																					
Well # 10																					
Well # 11																					
Water Meters		New Installs		Read In		Read Out															
		Replace Meter																			
		Replace Radio Read		Shut off For nonpayment																	
		Repair																			
Fire Hydrants	New Install		Flush Hyd		Repair Hyd																
Water Plant																					
Water Tower																					
Reservoir																					
Dist. System																					
Wells																					
Other																					



DALLAS CENTER
{ Quietly PROGRESSIVE }

CITY OF DALLAS CENTER STREET CLOSING PERMIT REQUEST

This request must be submitted 30 days prior to the event

Applicant/Organization: BOARD AND BATTEN, LLC

Address: 1408 WALNUT ST, DALLAS CENTER, IA 50063

Phone: (515) 992-8011

Contact Person: TERRI / BATTEN

Phone: [REDACTED] / [REDACTED]

Date of Event: 6/17/2023 Time(s): 4:00 AM to NOON

Nature of Activities: 'BACCOON RIDE' - MUSIC STAGE, BEVERAGE STATION*, POSSIBLY PIG PEN FOR PHOTO OP'S.

Streets/Intersections Requested to Be Blocked Off: 1) WALNUT STREET FROM WEST-SIDE OF BOARD & BATTEN ACROSS TO WEST-SIDE OF SMOKEHOUSE CATERING. 2) WALNUT STREET @ 13th & 3) 14th ST BOTH NORTH & SOUTH OF S-WAY STOP**

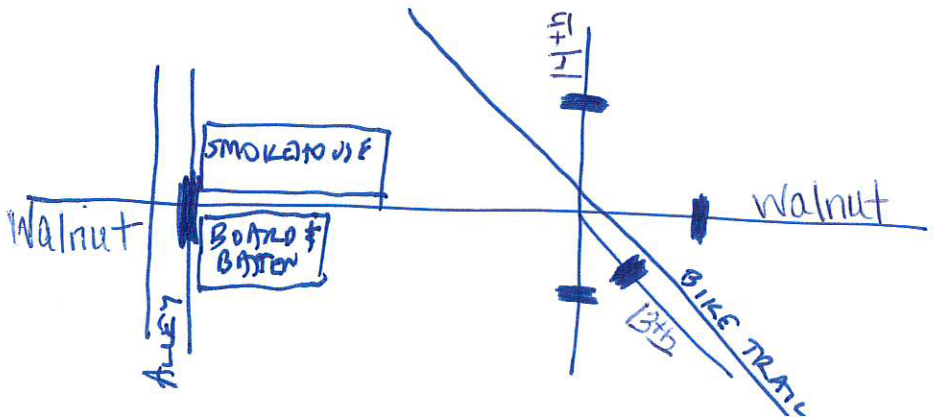
[Signature]
Signature of Applicant

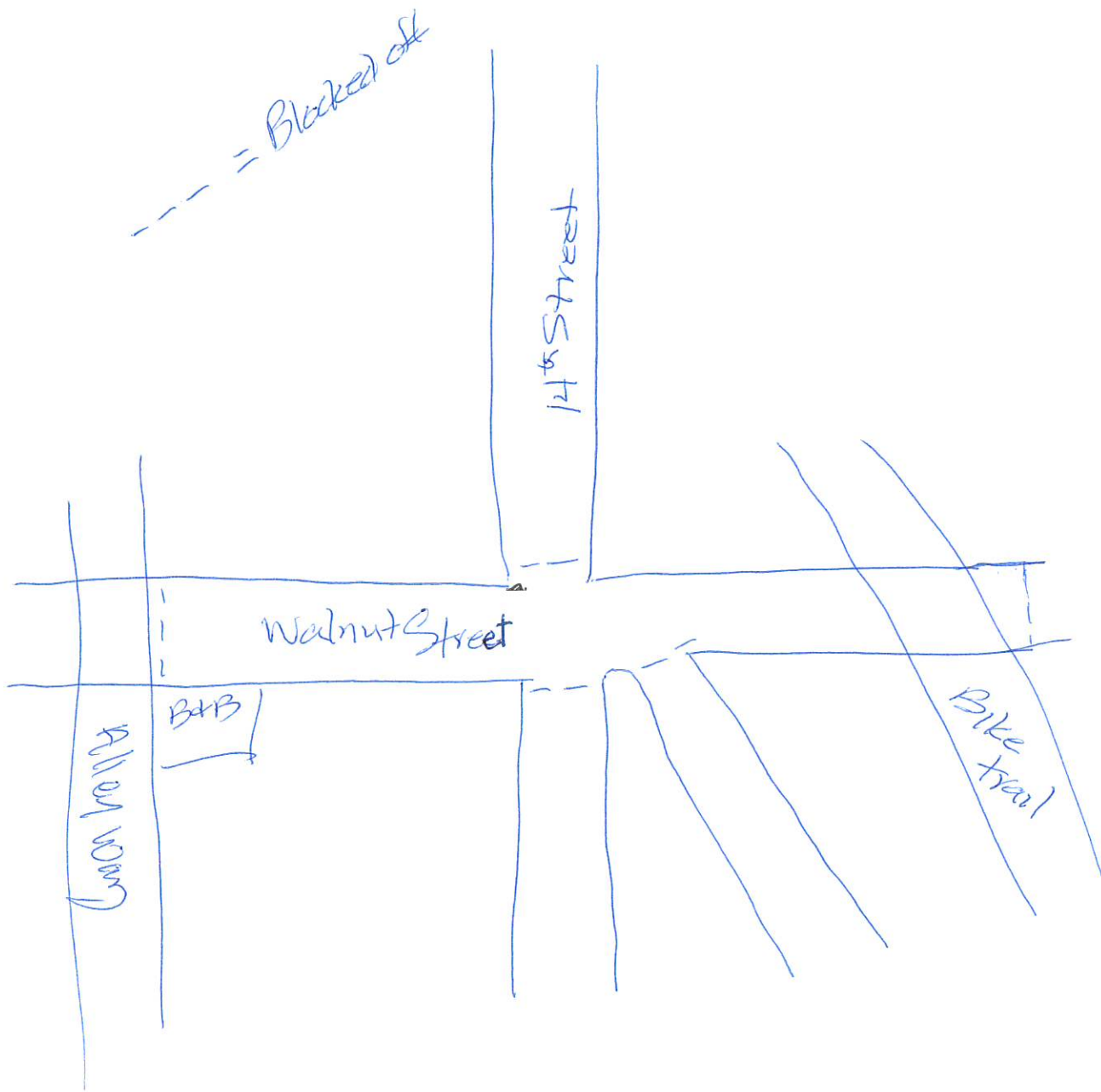
5/10/23
Date

If this request in conjunction with a liquor license it is the licensee's responsibility to familiarize themselves with Iowa State law in regard to their liquor license. If you have specific questions in regard to your liquor license, please contact Iowa Alcoholic Beverages Division at 515-281-7400. * SUGAR GROVE GOODS TO SECURE LIQUOR LICENSE EXTENSION IN CONJUNCTION WITH THIS PERMIT REQUEST.

City Council Approved
 Denied

Copies to: SO
FD
PW







State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Sugar Grove Goods	Sugar Grove Goods	[REDACTED]		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1404 Walnut Street		Dallas Center	Dallas	50063
MAILING ADDRESS	CITY	STATE	ZIP	
1404 Walnut Street	Dallas Center	Iowa	50063	

Contact Person

NAME	PHONE	EMAIL
Meg Dickinson	[REDACTED]	[REDACTED]

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
June 15, 2023	June 19, 2023	

SUB-PERMITS

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Megan Dickinson	Dallas Center	Iowa	50063	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

14th Street

SIDEWALK

Entrance

Proposed
Beer Sale
Area

Door

Jugar Grove
1404
Walnut St.

SIDEWALK

15th Street

(App-182098)

License or Permit Type

License or Permit Type

Length of License Requested

Class C Retail Alcohol License

12 Month

Tentative Effective Date

Tentative Expiration Date

2023-06-01

2024-05-31

Privileges / Sub-Permits Information

Privileges

Catering

Sub-Permits

Premises Information

Business Information

*** (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)**

ESCOFFIER LLC

*** (required) Name of Business (D/B/A)**

ESCOFFIER LLC/ DBA FIVE POINTS

Indicate how the business will be operated

Limited Liability Company

*** (required) Federal Employer ID #**

92-1011142

*** (required) Business Number of Secretary of State**

730194

Tentative Expiration Date

May 31, 2024

Premises Information

Please select here if your location is in an unincorporated town

Address of Premises:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

1405 WALNUT ST,DALLAS CENTER,Iowa,DALLAS

Search by a location name or address to automatically populate the address fields below (optional)

*** (required) Premises Street**

1405 WALNUT ST

Premises Suite/Apt Number

*** (required) Premises City**

DALLAS CENTER

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

50063

Premises County

DALLAS

*** (required) Local Authority**

City of Dallas Center

Control of Premises

lease

Is the capacity of your establishment over 200?

No

Equipped with tables and seats to accommodate a minimum of 25?

Yes

*** (required) # of Floors:**

1

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Premises Type

Restaurant

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Contact Information

*** (required) Contact Name**

JOHN WILCH

*** (re-**

*** (required) Business**

quired) Extension Phone

*** (required) Email Address**

*** (re-
quired) Extension**

*** (required) Phone**

Same as Premises Address

Mailing Address:

You must use the Address or location field below to search for your operating location. If your event does not populate, please find the closest applicable address and then modify your premises street field to better identify the address of your event.

Address or location

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

Mailing Suite/Apt Number

Mailing City

Mailing State

Mailing Zip/Postal Code

Mailing County

Ownership

JOHN WILCH

Position: owner

SSN:

US Citizen: Yes

Ownership: 100%

DOB: 04/25/1988

Criminal History Information

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

Yes

Dramshop Verification Information

Dram Shop

Self Insured

Local Authority Information

Extension

*** (required) Daytime Phone for**

Local Authority

Sketch on File

**Proof of Control of Property (Deed / Final Sales
Contract / Lease / Written Agreement)**

****Purchase agreements not accepted**

Premise's Address Correct?

Premises Zoned Properly?

Fire Inspection Completed?

Health Inspection Completed?

Was a DCI background check run?

Previous License Number for this Location

*** (required) Local Authority Email Address**

Comments

Amount Owed to Local Authority

0.00

Document Upload Information

DOCUMENT NAME

Proof of Control of Property (Deed / Final Sales Contract / Lease / Written Agreement)

****Purchase agreements not accepted**

UPLOADED DOCUMENTS

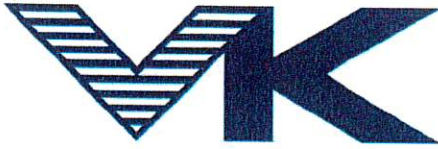
ADDITIONAL COMMENTS

DOCUMENT NAME

Sketch

UPLOADED DOCUMENTS

ADDITIONAL COMMENTS



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 6, 2023

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

DALLAS CENTER, IOWA
HIGHWAY 44 DISTRIBUTION MAIN REPLACEMENT
PARTIAL PAYMENT ESTIMATE NO. 2

Enclosed is a copy of Partial Payment Estimate No. 2 for the contract between the City of Dallas Center and Max Smith Construction, LLC for the Highway 44 Distribution Main Replacement project. Partial Payment Estimate No. 2 is in the amount of \$132,088.95.

Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 2 and would recommend its approval and payment.

Partial Payment Estimate No. 2 covers work on the project through June 5, 2023. As of June 5, 2023, Max Smith Construction, LLC has completed all of the work on the project except the final cleanup, restoration and seeding. Due to the summer season, seeding on the project will not be completed before the start of the fall seeding season in mid-August.

With seeding as the only payment item work remaining to be completed on the project it is likely there will not be another payment estimate until the seeding work is completed in the August to September timeframe. There will not be an early release of retainage on the project as twice the value of work remaining to be completed exceeds the retainage being held on the project.

Cindy Riesselman

June 6, 2023

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

212194

Enclosure

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



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

Date: June 5, 2023

PAY ESTIMATE NO. 2

Project Title	Highway 44 Distribution main Replacement Dallas Center, Iowa		Contractor	Max Smith Construction, LLC 1681 E. Adqams St. Creston, IA 50801
Original Contract Amount & Date	\$336,622.80	October 11, 2022	Pay Period	April 29, 2023 - June 5, 2023

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	6" Water Main in Open Cut	LF	3090	\$ 35.13	\$ 108,551.70	3,140	\$ 110,308.20
1.2	6" Water Main Directionally Bore	LF	1460	\$ 51.00	\$ 74,460.00	1,460	\$ 74,460.00
1.3	6" Gate Valve	EA	6	\$ 1,397.20	\$ 8,383.20	7	\$ 9,780.40
1.4	Hydrant Assembly	EA	1	\$ 7,000.00	\$ 7,000.00	1	\$ 7,000.00
1.5	Connections to Existing - T 1	EA	1	\$ 7,129.50	\$ 7,129.50	1	\$ 7,129.50
1.6	Connections to Existing - T 2	EA	1	\$ 7,129.50	\$ 7,129.50	1	\$ 7,129.50
1.7	Service Transfers - 1.5"	LS	7	\$ 1,624.50	\$ 11,371.50	8	\$ 12,996.00
1.8	Seeding	ACRE	4	\$ 3,000.00	\$ 12,000.00		\$ -
1.9	Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
1.10	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
2.1	6" Water Main in Open Cut	LF	730	\$ 35.13	\$ 25,644.90	730	\$ 25,644.90
2.2	6" Water Main Directionally Bore	LF	550	\$ 49.75	\$ 27,362.50	570	\$ 28,357.50
2.3	6" Gate Valve	EA	5	\$ 1,397.20	\$ 6,986.00	6	\$ 8,383.20
2.4	Hydrant Assembly	EA	1	\$ 7,000.00	\$ 7,000.00	1	\$ 7,000.00
2.5	Connections to Existing - T 1	EA	1	\$ 7,054.00	\$ 7,054.00	1	\$ 7,054.00
2.6	Connections to Existing - T 2	EA	1	\$ 7,054.00	\$ 7,054.00	1	\$ 7,054.00
2.7	Service Transfers - 1.5"	LS	4	\$ 1,624.00	\$ 6,496.00	4	\$ 6,496.00
2.8	Seeding	ACRE	1	\$ 3,000.00	\$ 3,000.00		\$ -
2.9	Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00
2.10	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
	TOTAL CONTRACT				\$ 336,622.80		\$ 328,793.20

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$336,622.80	\$ 328,793.20
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 336,622.80	\$ 328,793.20
		Materials Stored	\$ -
Value of Completed Work and Materials Stored		\$	328,793.20
Less Retained Percentage (5%)		\$	16,439.66
Net Amount Due This Estimate		\$	312,353.54
Less Estimate(s) Previously Approved	No.1	\$ 180,264.59	
	No.2		
	No.3		
	No.4		
	No.5		
	No.6		
	No. 7		
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved		\$	180,264.59
		Amount Due This Estimate	\$ 132,088.95

The amount \$ 132,088.95 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Max Smith Construction, LLC	Veenstra & Kimm, Inc.	City of Dallas Center
Signature:	Signature:	Signature:
Name:	Name: H. R. Veenstra Jr.	Name:
Title:	Title: Project Manager	Title:
Date:	Date:	Date:



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 1, 2023

Cindy Riesselman
City Administrator
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. 10

Enclosed is a copy of Partial Payment Estimate No. 10 submitted by Sande Supply and Construction Company, Inc. for the Outdoor Community Swimming Pool project. Partial Payment Estimate No. 10 is for work during the month of May 2023.

Partial Payment Estimate No. 10 in the amount of \$681,093.19. Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 10 and would recommend its review and payment.

Through May 31, 2023, Sande Supply and Construction Company, Inc. has completed approximately 92% of the project. The final completion date for the project has slipped slightly over the last month. The final completion of the project is scheduled for late in the week of June 18, 2023. The target date for opening the swimming pool is June 24, 2023.

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
212191
Enclosure

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



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)

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

VIA ARCHITECT:

APPLICATION NO.: _____

PERIOD TO: 5/31/2023

CONTRACT FOR: _____

CONTRACT DATE: _____

PROJECT NOS.: F-22-1803 / /

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 4,819,975.00
2. NET CHANGE BY CHANGE ORDERS	\$ 168,616.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 4,988,591.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 4,613,624.95

5. RETAINAGE:	
a. 5.00% of Completed Work (Column D + E on G703)	\$ 230,681.26
b. % of Stored Material (Column F on G703)	\$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 230,681.26

6. TOTAL EARNED LESS RETAINAGE \$ 4,382,943.69
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 3,701,850.50
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 681,093.19

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 605,647.31
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 168,616.00	\$
Total approved this month	\$	\$
TOTAL	\$ 168,616.00	\$
NET CHANGES by Change Order	\$ 168,616.00	\$

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: _____ Date: 5/31/23
 State of: Iowa
 County of: Dallas
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 681,093.19
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____
 By: _____ Date: 5/31/2023

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



AIA Document G703™ - 1992

Continuation Sheet

AIA Document G703™-1992. Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's assigned certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column F for Contracts where variable retainage for line items may apply.

APPLICATION NO: 10
 APPLICATION DATE: 5/31/2023
 PERIOD TO: 5/31/2023
 ARCHITECT'S PROJECT NO: F-22-1903

ITEM NO.	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	421,915.50	37,503.60			459,419.10	98.00	22,970.96
02	Sitework	725,000.00	652,500.00	36,250.00			688,750.00	95.00	34,437.50
03	SWPPP	35,000.00	28,000.00	1,750.00			29,750.00	85.00	1,487.50
04	Fencing	40,116.00		20,058.00			20,058.00	50.00	1,002.90
05	Reinforcing Steel	186,500.00	177,175.00	9,325.00			186,500.00	100.00	9,325.00
06	Building Concrete	216,000.00	216,000.00	10,500.00			216,000.00	100.00	10,800.00
07	Pool Concrete	525,000.00	514,500.00	88,500.00			525,000.00	100.00	26,250.00
08	Pool Deck Concrete	103,500.00	15,000.00	41,943.20			103,500.00	100.00	5,175.00
09	Exterior Concrete	52,429.00	213,199.95	11,221.05			41,943.20	80.00	2,097.16
10	Masonry	224,421.00	100,800.00	67,200.00			224,421.00	100.00	11,221.05
11	Carpentry	168,000.00	10,000.00	65,500.00			168,000.00	100.00	8,400.00
12	Roofing/Soffit/Fascia	75,500.00	10,000.00	20,000.00			75,500.00	100.00	3,775.00
13	Caulking	40,000.00	10,000.00	5,250.00			20,000.00	50.00	1,000.00
14	Doors/Frames	61,000.00					15,250.00	25.00	762.50
15	Colling Doors	31,350.00					5,000.00	100.00	250.00
16	Glass/Glazing	10,500.00					10,500.00	100.00	525.00
17	Finishes	86,483.00					51,289.80	60.00	2,564.49
18	Paint	64,481.00	34,344.30	14,016.45			48,360.75	75.00	2,418.04
19	Specialties	178,000.00	100,000.00	42,400.00			142,400.00	80.00	7,120.00
20	Pool Accessories/Spray Feature	1,098,900.00	1,045,000.00	31,922.00			1,076,922.00	98.00	53,848.10
21	Mechanical/Pool Piping	425,000.00	355,000.00	8,250.00			363,250.00	85.00	18,062.50
22	Electrical	3,250.00	3,250.00	140,561.10			140,561.10	100.00	162.50
23	Change Order 2								
24	Change Order 3								
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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AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contract 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: 10
 APPLICATION DATE: 5/31/2023
 PERIOD TO: 5/31/2023
 ARCHITECT'S PROJECT NO: F-27-1803

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			F FROM PREVIOUS APPLICATION (D+E)	% (G+C)				
<p style="font-size: 2em; opacity: 0.5; transform: rotate(-45deg);">TOTAL SCHEDULED VALUE</p>								
		4,988,591.00	3,896,684.75	716,940.20	92.48	4,613,624.95	374,966.05	230,661.26
Totals								
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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 10/19/2004

STATE OF IOWA
RETAIL
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT

City Number 23-001

*In accordance with laws of the state of Iowa, and the action of
the City Council of Dallas Center Iowa
(City)*

Business Location Name: Casey's Marketing Co.

Business Location Address: 1202 Sugar Grove Ave.
Dallas Center, IA 50063-0520

Type of Sales: Over-the-Counter *Ownership Type:* Corporation

Legal Owner Name: Casey's General Store, Inc.

Legal Owner Mailing Address: 


*Is hereby authorized to sell cigarettes, tobacco, alternative nicotine products, vapor products
at the business location address above*

in the City of Dallas Center County of Dallas, Iowa.

*This permit is nontransferable, is effective from July 1, 20 23 and
automatically expires on June 30, 2024, unless suspended or revoked.*

*In Testimony Whereof, I have caused the seal of the said
City to be hereunto affixed. Done at Dallas Center,*

in the State of Iowa, this 10th day of May, 20 23.

Issued By: 
City Mayor or Clerk

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: CASEY'S MARKETING COMPANY/DBA CASEY'S #91

Physical location address: 1202 SUGAR GROVE AVE City: DALLAS ZIP: 50063
CENTER

Mailing address: [REDACTED] City: [REDACTED] State: [REDACTED] ZIP: [REDACTED]

Business phone number: [REDACTED]

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing address: [REDACTED] City: ANKENY State: IA ZIP: 50021

Phone number: [REDACTED] Fax number: [REDACTED] Email: [REDACTED]

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): DOUGLAS BEECH, AST. SECRETARY FOR CASEY'S MARKETING COMPANY

Name (please print): _____

Signature: *Douglas M Beech*

Signature: _____

Date: 04/18/2023

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75-
- Fill in the date the permit was approved by the council or board: 5/9/2023
- Fill in the permit number issued by the city/county: 23-001
- Fill in the name of the city or county issuing the permit: Dallas Center
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

DALLAS CENTER CITY OF
1502 WALNUT ST
PO BOX 396
DALLAS CENTER 50063

Rec'd 5-22-23

July-June 6/30/2024

tax.iowa.gov
21196

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Dollar General # 21196 \$75

Physical location address: 595 SUGAR GROVE AVE City: DALLAS ZIP: 50063
CENTER

Mailing address: City: State: ZIP:

Business phone number: 5159922053

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: Dolgencorp, LLC

Mailing address: City: State: ZIP:

Phone number: Fax number: Email:

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other Retail-General Merchandise

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Lily Grace Castro
Signature: *Lily Grace Castro*
Date: 5/1/2023

Name (please print): Vendor #365924
Signature: Invoice #202421196TOBCITY28
Date: Batch #24749 \$75.00

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

IN THE COURT OF APPEALS OF IOWA

No. 22-0584
Filed May 24, 2023

JULIE BECKER,
Plaintiff-Appellant,

vs.

DALLAS CENTER BOARD OF ADJUSTMENT,
Defendant-Appellee.

Appeal from the Iowa District Court for Dallas County, Terry Rickers, Judge.

Julie Becker appeals the district court's denial of her petition for writ of certiorari regarding an exception to a zoning ordinance authorized by the Dallas Center Board of Adjustment. **AFFIRMED.**

Julie A. Becker, Dallas Center, self-represented appellant.

Sean M. O'Brien, Nicci M. Ledbetter, and Benjamin J. Kenkel of Bradshaw, Fowler, Proctor & Fairgrave, P.C., Des Moines, for appellee.

Considered by Vaitheswaran, P.J., and Ahlers and Buller, JJ.

CLERK OF SUPREME COURT

MAY 24, 2023

ELECTRONICALLY FILED

VAITHESWARAN, Presiding Judge.

Jeff and Karmen Weddle converted a church to a single-family residence. In time, they sought an exception to the Dallas Center zoning ordinance to allow commercial use of their home as a “small gathering space” for various community events such as bridal and baby showers and class reunions. Their next-door neighbor, Julie Becker, objected. Following a public hearing, the board of adjustment granted the exception.

Becker filed a petition for writ of certiorari challenging the board’s decision. The case was submitted to the court on a stipulated record, with both sides making written and oral arguments. The district court concluded the board “did not act illegally in granting the exception.”

On appeal, Becker argues (1) the board lacked authority to grant the exception and (2) the board erred in concluding there was sufficient parking available to accommodate commercial activities.

A city is “empowered to regulate and restrict the . . . use of buildings . . . for trade, industry, residence, or other purposes.” Iowa Code § 414.1(1)(a) (2020). Dallas Center did so. As authorized by statute, the city passed an ordinance creating single-family residential districts. See *id.* § 414.2; Dallas Center, Iowa, Zoning Code §§ 165.04, 165.33. Among the “[p]rincipal [p]ermitted [u]ses” were “single-family dwelling[s]” and “[c]hurches and similar places of worship.” Dallas Center Zoning Code § 165.33(1)(A), (B).

Also pursuant to statute, the city created a board of adjustment. See Iowa Code § 414.7(1); Dallas Center Zoning Code § 165.13(1). Boards of adjustment are authorized “[t]o hear and decide special exceptions to the terms of the

ordinance upon which such board is required to pass under such ordinance.” See Iowa Code § 414.12(2); see also *id.* § 414.7(1) (authorizing boards to “make special exceptions to the terms of the ordinances”). Dallas Center granted the board power:

To permit exceptions to the District regulations set forth in this chapter, provided [(1)] all exceptions shall by their design, construction and operation adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, [(2)] shall not impair an adequate supply of light and air to adjacent property, [(3)] shall not increase congestion in the public streets, [(4)] shall not increase public danger of fire and safety, and [(5)] shall not diminish or impair established property values in surrounding areas.

Dallas Center Zoning Code § 165.13(4)(C).

The district court cited these provisions in concluding the board “was within its jurisdiction and authority to grant the [Weddles’] request for an exception.”

Becker argues the special use permit “approved and issued to” the Weddles “was NOT for any ‘special use’ specified in the city ordinances . . . and the ‘terms and conditions’ placed on this ‘special use permit’ . . . are nowhere to be found.” She bypasses the cited authority and focuses instead on a provision titled “special uses.” See Dallas Center Zoning Code § 165.40. That provision applies to uses with “characteristics of such unique and special form as to make impractical their being included automatically in any classes of use as set forth in the various Districts,” such as “[c]rematories and funeral homes.” The Weddles’ home was indisputably a single-family dwelling within a single family residential district. See *id.* § 165.33. Section 165.40 is inapplicable.¹ Because it is inapplicable, we need

¹ We recognize the board’s decision referred to “characteristics of such unique and special form.” But the board did not cite section 165.40 containing that language. Instead, the board cited section 165.13(4)(C) on exceptions to district regulations.

not confront Becker's attempt to distinguish the "exception" language of section 165.13(4)(C) from the "special use" language of section 165.40. We conclude the district court did not err in determining that the board had authority to grant the Weddles an exception pursuant to Iowa Code sections 414.7(1) and 414.12 and Dallas Center Zoning Code section 165.13(4)(C). See *Trailer City, Inc. v. Bd. of Adjustment of City of Council Bluffs*, 218 N.W.2d 645, 648 (Iowa 1974) ("The action of the trial court has the effect of a jury verdict and is appealable to us on assigned errors only.").

We turn to Becker's assertion that the board should have required off-street parking. The Weddles preliminarily respond that Becker failed to preserve error. We disagree.

The adequacy of parking arose during the board proceeding and was addressed by the board. Specifically, the board found, "The schematic drawing of the property provided by the Weddles shows off-street parking available on the west side of the residence, as well as on-street public parking on the north side of Walnut Street. Other parking is available in the vicinity of the Weddles' property." In granting the exception, the board imposed the following caveat: "Nearby streets may not be blocked by parked vehicles." On certiorari, the district court observed that "[t]he discussion of any traffic congestion and parking continue[d] throughout the meeting." The court addressed the parking question as follows:

Becker further contends that the Board did not explicitly reference the off-street parking and loading area requirements as outlined in [Dallas Center Zoning Code] section 165.41

Even though the Board did not explicitly cite [Dallas Center Zoning Code] section 165.41 for the mandatory off-street parking spaces, the record reflects that there is sufficient parking around the Subject Property. Applicants are not required to provide a private

parking lot that has 40.97 (41) parking spaces to meet the off-street parking requirements. Additionally, Becker seems to miss the sole intent of this code section which is to “prevent traffic congestion and provide for proper traffic safety.” Similar language is used in [Dallas Center Zoning Code] section 165.13(4)(c) that the exception “shall not increase congestion in the public streets.” During the public hearing, the Board expressed its concerns as to off-street parking and congestion and found that granting the exception would not impact traffic congestion. . . . Visitors are allowed to park their vehicles where it is legal to do so on public streets.

Because the parking issue was raised and decided, error was preserved. See *Ames 2304, LLC v. City of Ames, Zoning Bd of Adjustment*, 924 N.W.2d 863, 867–68 (Iowa 2019). We review the board’s finding concerning the adequacy of parking at the Weddle home for substantial evidence. See *Bontrager Auto Serv., Inc v. Iowa City Bd. of Adjustment*, 748 N.W.2d 483, 495 (Iowa 2008).

The diagram referenced by the board is in our record. It shows a large oval area captioned “Parking for [the Weddle address]” and another area where “[o]n street parking [is] allowed.” Also in the record is a letter to the board from the Weddles, stating “[p]arking will continue to be in approved areas only, the same as the 84 yrs. that the building was used for church related activities” and representing that “[t]here always was sufficient parking for all church related activities.” Finally, Jeff Weddle told the board the number of people in the home would likely be limited to thirty, for insurance liability purposes. This evidence amounts to substantial evidence in support of the board’s finding that adequate parking was available.

Becker seeks attorney fees under Iowa Code section 414.18(2) for the claimed “gross negligence” of the board in failing to require sufficient parking spaces. Assuming without deciding that the “costs” authorized in section 414.18(2) include attorney fees, we discern no basis for an award.

We affirm the district court's denial of Becker's petition for writ of certiorari.

AFFIRMED.



IOWA APPELLATE COURTS

State of Iowa Courts

Case Number
22-0584

Case Title
Becker v. Dallas Center Board of Adjustment

Electronically signed on 2023-05-24 08:06:30



Grimes Asphalt and Paving Corporation

Post Office Box 3374
 5550 NE 22nd Street
 Des Moines, IA 50316
 Phone: (515) 266-5173
www.grimesasphalt.com

Fax: (515) 266-5255

To:	City Of Dallas Center	Contact:	Brian Slaughter
Address:	1502 Walnut Street, PO Box 396 Dallas Center, IA 50063	Phone:	
Project Name:	Dallas Center Streets 2023	Fax:	
Project Location:	Various Locations, Dallas Center, IA	Bid Number:	
		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Total Price
Laurel St: Areas Shown On Map				
1	Pulverize And New 3" Pavement: Pulverize Existing Road To A Depth Of 12". Recompact With A Sheepsfoot Roller, Blade To Shape And Roll With A Smooth Drum Roller. Install New 3" Depth Hot Mix Asphalt Pavement At 22' Wide. Perform Rough Backfill Behind New Pavement With Excess Material On Site And Install Dirt In Areas Along Grass Line Edges And Install Rock In Approach Areas. Note: Sod, Seeding Or Landscaping Of Any Kind Is Not Included In This Price.	4,570.00	SY	\$137,100.00
Fairview Drive: Elm Ct To Oak Ct				
2	Pulverize And New 3" Pavement: Pulverize Existing Road To A Depth Of 12". Recompact With A Sheepsfoot Roller, Blade To Shape And Roll With A Smooth Drum Roller. Install New 3" Depth Hot Mix Asphalt Pavement At 22' Wide. Perform Rough Backfill Behind New Pavement With Excess Material On Site And Install Dirt In Areas Along Grass Line Edges And Install Rock In Approach Areas. Note: Sod, Seeding Or Landscaping Of Any Kind Is Not Included In This Price.	735.00	SY	\$22,050.00
Ash Street: Areas Shown On Map				
3	Pulverize And New 3" Pavement: Pulverize Existing Road To A Depth Of 12". Recompact With A Sheepsfoot Roller, Blade To Shape And Roll With A Smooth Drum Roller. Install New 3" Depth Hot Mix Asphalt Pavement At 22' Wide. Perform Rough Backfill Behind New Pavement With Excess Material On Site And Install Dirt In Areas Along Grass Line Edges And Install Rock In Approach Areas. Note: Sod, Seeding Or Landscaping Of Any Kind Is Not Included In This Price.	2,125.00	SY	\$63,750.00
Fair View Drive: Hickory Ct To Elm Ct. Shown On Map				
4	Pulverize And New 3" Pavement: Pulverize Existing Road To A Depth Of 12". Recompact With A Sheepsfoot Roller, Blade To Shape And Roll With A Smooth Drum Roller. Install New 3" Depth Hot Mix Asphalt Pavement At 22' Wide. Perform Rough Backfill Behind New Pavement With Excess Material On Site And Install Dirt In Areas Along Grass Line Edges And Install Rock In Approach Areas. Note: Sod, Seeding Or Landscaping Of Any Kind Is Not Included In This Price.	955.00	SY	\$28,650.00
R Avenue: North Of 44 To North Side Of DG Entrance				
5	Pulverize And New 3" Pavement: Pulverize Existing Road To A Depth Of 12". Recompact With A Sheepsfoot Roller, Blade To Shape And Roll With A Smooth Drum Roller. Install New 3" Depth Hot Mix Asphalt Pavement At 22' Wide. Perform Rough Backfill Behind New Pavement With Excess Material On Site And Install Dirt In Areas Along Grass Line Edges And Install Rock In Approach Areas. Note: Sod, Seeding Or Landscaping Of Any Kind Is Not Included In This Price.	320.00	SY	\$9,600.00
Mound Park: North Parking Lot				
6	Pulverize And New 3" Pavement: Pulverize Existing Road To A Depth Of	1,195.00	SY	\$35,850.00

Item #	Item Description	Estimated Quantity	Unit	Total Price
	12". Recompact With A Sheepsfoot Roller, Blade To Shape And Roll With A Smooth Drum Roller. Install New 3" Depth Hot Mix Asphalt Pavement At 22' Wide. Perform Rough Backfill Behind New Pavement With Excess Material On Site And Install Dirt In Areas Along Grass Line Edges And Install Rock In Approach Areas. Note: Sod, Seeding Or Landscaping Of Any Kind Is Not Included In This Price.			

Total Bid Price: \$297,000.00

Notes:

- To the fullest extent provided by law, Owner shall indemnify, defend and hold harmless Grimes Asphalt and Paving Corporation, it's officers, directors, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys fees and court costs resulting from or arising out of Owner or Owner Representative failure to provide accurate information of the existence and location of any non-public utilities or hazardous materials at the project site.
- If additional contract documents are required this proposal shall be incorporated into the final contract.

Payment Terms:

This proposal may be withdrawn by us if not accepted within 30 days.

It is understood that progress payments shall be made as work progresses, final payment due upon completion. A service charge of 1-1/2% will be added if not paid within 30 days from date of invoice.

This proposal voids all previous proposals.

It is understood that Grimes Asphalt may require credit assurances from the customer and/or owner, including but not limited to bank letters of guarantee and/or payments deposited into escrow accounts before work commences or at anytime during the performance of work.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: <u>City of Dallas Center</u></p> <p>Signature: <u>[Signature]</u></p> <p>Date of Acceptance: <u>April 10, 2023</u></p>	<p>CONFIRMED: Grimes Asphalt and Paving Corporation</p> <p>Authorized Signature: _____</p> <p>Estimator: Tom Pike 515-491-6053 tom@grimesasphalt.com</p>
---	--



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

May 31, 2023

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

DALLAS CENTER, IOWA
OUTDOOR COMMUNITY SWIMMING POOL
CHANGE ORDER NO. 6

Enclosed is a copy of Change Order No. 6 for the contract between the City of Dallas Center and Sande Construction and Supply Co. Inc. for the Outdoor Community Swimming Pool project. Change Order No. 6 makes three modifications to the contract. The modifications are as follows:

1. Shortly after the receipt of bids Sande Supply & Construction Co. Inc. inquired whether the City would be open to an alternative signage type that would reduce the cost of the signage. Sande Construction & Supply Co. Inc. subsequently proposed changing the signage to a flat cut brushed aluminum signage. The change in the signage would reduce the cost of the signage by \$4,000. This change order formally incorporate the change to the flat cut brushed aluminum signage at a cost reductio of \$4,000.
2. The City requested Sande Supply & Construction CO. Inc. to install PVC anchorages for the sun shades that will be added to the swimming pool. The sunshades were added following receipt of the CAT grant by the City. A total of 27 anchorages were required for the four semi-circular shades and the one circular shade. The cost for adding the PVC anchorages is the lump sum amount of \$4,620.
3. The City requested Sande Supply & Construction CO. Inc. to add a water line to a proposed drinking fountain that would be located adjacent to the swimming pool. The water fountain and associated improvements were added to the project following receipt of the CAT grant. The cost for the water service line is \$1,000.

The total change in the contract from the three modifications in Change Order No. 6 is to increase the contract amount by \$1,620.

BUILDING RELATIONSHIPS ENGINEERING SOLUTIONS

Cindy Riesselman

May 31, 2023

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.

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

H. R. Veenstra Jr.

HRVJr:mav

212192

Enclosure

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



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

May 31, 2023

CHANGE ORDER NO. 6

CITY OF DALLAS CENTER
OUTDOOR COMMUNITY SWIMMING POOL

This Change Order is to incorporate three modifications to the construction of the Outdoor Community Swimming Pool project. The first modification is to change the sign to a brushed aluminum flat cut sign rather than the original sign that was specified with powder coated letters. The second modification is to install the sleeves for the pool shades that were added to the project following receipt of the CAT grant. The third change is to add a water service line to the drinking fountain added to the project after receipt of the CAT grant.

Change Order No. 6 makes the following modifications to the contract:

1. Change signage to brushed aluminum flat cut signage for the lump sum credit of \$4,000.	- \$4,000.00
2. Add PVC sleeves to the pool deck for the sun shades for the lump sum of \$4,620.	+ \$4,620.00
3. Add water line to future drinking fountain for the lump sum of \$1,000.	<u>+\$1,000.00</u>
Total	+\$1,620.00

Change Order No. 6 increases the contract amount by \$1,620.00.

212191

SANDE CONSTRUCTION & SUPPLY CO. INC.

By _____

Title _____

Date _____

CITY OF DALLAS CENTER

By _____

Title _____

Date _____

VEENSTRA & KIMM, INC.

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 1, 2023

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

DALLAS CENTER, IOWA
OUTDOOR COMMUNITY SWIMMING POOL
CONTRACT AMOUNT
RECONCILIATION OF ALLOWANCE

On May 30, 2023 Sande Construction & Supply Co., Inc. submitted what it indicates are the final change order requests on the Outdoor Community Swimming Pool project. The three change order requests are being incorporated in Change Order No. 6.

The reconciliation of the contract cost is summarized as follows:

Original Bid	\$5,317,304.00
Change Order No. 1	<u>-\$497,329.00</u>
Awarded Contract	\$4,819,975.00
Change Order No. 2	+\$3,250.00
Change Order No. 3	+\$165,366.00
Change Order No. 4	-\$8,713.00
Change Order No. 5	+\$93,436.00
Change Order No. 6	<u>+\$1,620.00</u>
Subtotal Change Orders (2-6)	\$254,959.00
Adjusted Contract Amount	\$5,054,934.00

Cindy Riesselman
June 1, 2023
Page 2

The major changes on the project are in Change Order No. 3 and Change Order No. 5. Change Order No. 3 added the paving of the parking lot. Change Order No. 5 added the pool heater. Change Order No. 2, 4, and 6 are all related to minor changes during construction. The minor changes would reduce the contract price by \$5,301.00.

The base contract price includes a \$20,000 contingency allowance. The contingency allowance is for use by the City during construction. Because of the two large change orders the total change amount far exceeds the contingency allowance.

As part of the final project closeout, the City will need to determine how to reconcile the contract amount in relationship to the contingency allowance.

If all of the change order items are included as separate payment items under the contract the total approved contract amount of \$5,054,931.00 would need to be adjusted to reflect the contingency. Reflecting the contingency results in a reduction of \$20,000 to a revised contract price of \$5,034,931.00.

There are alternative methods the contract amount can be reconciled to address the contingency. One option would be for Sande Construction & Supply Co., Inc. to reflect a reduction in the change order amount by \$20,000 as the first \$20,000 of change orders are technically included in the base contract price. A second method would be to approve a change order that eliminates the contingency. Under this approach all the change orders would be reflected in the contract payment at their face value and there would be a one time reduction in the adjusted contract price to reflect the contingency. Either method results in what appears to be the final contract price of \$5,034,931.00.

For clarity purposes the writer would suggest approving a Change Order No. 7 to eliminate the contingency allowance would be the most straight forward method of addressing the allowance. Change Order No. 7 would be approved prior to final acceptance of the project and incorporated into the final payment estimates that will not be processed until July 2023.

For your information enclosed is a copy of proposed Change Order No. 7 that eliminates the contingency allowance. Please review the draft Change Order No. 7. If the draft Change Order is satisfactory the writer will forward the change order to Sande Construction & Supply Co., Inc.

Cindy Riesselman
June 1, 2023
Page 3

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

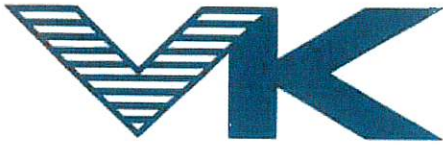
VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVJr:crb
212191

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



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 1, 2023

CHANGE ORDER NO. 7

CITY OF DALLAS CENTER
OUTDOOR COMMUNITY SWIMMING POOL

This change order is to eliminate from the contract price the \$20,000 contingency allowance included in the original bidding documents. The total change order amount on the project exceeded the contingency as the result of additions of work by the City of Dallas Center. With this change order the contingency allowance is formally eliminated and payment will be made based on the original contract award amount and the net change from Changes Orders 2 through 7.

Change Order No. 7 makes the following modification to the contract:

1. Eliminate the contingency allowance from the contract and provide payment for changes orders based on their approved value @ a lump sum reduction of \$20,000.

- \$20,000.00
Total - \$20,000.00

SANDE CONSTRUCTION & SUPPLY CO. INC.

CITY OF DALLAS CENTER

By _____

By _____

Title _____

Title _____

Date _____

Date _____

VEENSTRA & KIMM, INC.

ATTEST:

By _____

By _____

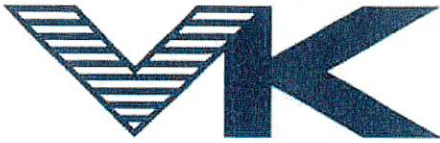
Title _____

Title _____

Date _____

Date _____

212191



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 1, 2023

Concrete & More, LLC
23885 N Avenue
Dallas Center, Iowa 50063

CITY OF DALLAS CENTER
CROSS COUNTRY ESTATES PLAT 6
LOW PRESSURE SEWER
PROJECT COMPLETION
PARTIAL PAYMENT ESTIMATE NO. 2 (FINAL)
PARTIAL PAYMENT ESTIMATE NO. 3 (RETAINAGE)

Concrete & More, LLC has completed work on the Cross Country Estates Plat 6 Low Pressure Sewer project. Based on the current status of the project it is anticipated the Dallas Center City Council will take action at its meeting on June 13, 2023 to approve the remaining payment estimates and accept the project.

Enclosed is a copy of Partial Payment Estimate No. 2 (Final). Partial Payment Estimate No. 2 (Final) provides payment in the amount of \$2,375.50. This estimate provides payment for the remaining work to be completed on the project during the month of May 2023 as adjusted for the 5% statutory retainage.

Enclosed is a copy of Partial Payment Estimate No. 3 (Retainage). This payment estimate provides for the payment of the 5% statutory retainage on the project.

Please review the enclosed payment estimates. If the estimates are satisfactory, please sign, date and return both estimates no later than June 5, 2023.

It is anticipated the Dallas Center City Council will approve Partial Payment Estimate No. 2 (Final) and Partial Payment Estimate No. 3 (Retainage) at its meeting on June 13, 2023. The payment for Partial Payment Estimate No. 2 (Final) will be made following the City Council meeting on June 13, 2023. The payment for Partial Payment Estimate No. 3 (Retainage) will be paid 31 days following the acceptance of the project as provided by the Code of Iowa. It is anticipated the payment for the retainage will be made on or about July 13, 2023.

Concrete & More, LLC
June 1, 2023
Page 2

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

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVJr:paj

212189

Enclosure

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



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 5, 2023

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

DALLAS CENTER, IOWA
CROSS COUNTRY ESTATES PLAT 6
LOW PRESSURE SEWER
PARTIAL PAYMENT ESTIMATE NO. 2 (FINAL)
CERTIFICATE OF COMPLETION
PARTIAL PAYMENT ESTIMATE NO. 3 (RETAINAGE)

Concrete & More, LLC has completed the remaining restoration work on the Cross Country Estates Plat 6 Low Pressure Sewer project. Although a full stand of grass has not yet been established, it would appear reasonable for the City to consider acceptance of the project at this time. Any remaining issues regarding the final surface restoration and seeding on the project can be addressed post acceptance under the provisions of the Maintenance Bond.

Veenstra & Kimm, Inc. would recommend the City Council at its meeting on June 13, 2023 accept the project and authorize the final payment on the project.

Enclosed is a copy of Partial Payment Estimate No. 2 (Final). This payment estimate is in the amount of \$2,375.50. This payment estimate covers work completed during the month of May 2023 relating to the surface restoration and seeding. The writer has reviewed Partial Payment Estimate No. 2 (Final) and would recommend its approval and payment.

Enclosed is a copy of the engineer's Certificate of Completion for the project. At its meeting on June 13, 2023 The City Council should adopt a resolution accepting the project and authorizing the Mayor or City Administrator to sign the Certificate of Completion.

Enclosed is a copy of Partial Payment Estimate No. 3 (Retainage). The partial payment estimate provides for payment of the 5% statutory retainage in the amount of \$2,619.50. The writer has reviewed Partial Payment Estimate No. 3 (Retainage) and would recommend its review and approval.

Cindy Riesselman
June 5, 2022
Page 2

Under the Code of Iowa the payment of Partial Payment Estimate No. 3 (Retainage) is to be made 31 days after acceptance of the project. Assuming the City Council accepts the project at its meeting on June 13, 2023, Partial Payment Estimate No. 3 (Retainage) would be paid on or about July 14, 2023.

There are two options available to the City Council with respect to the formal approval of Partial Payment Estimate No. 3 (Retainage). One option would be to approve the payment estimate at its meeting on June 13, 2023 and authorize the payment to be made 31 days later. The second option would be to defer action on Partial Payment Estimate No. 3 (Retainage) until the July 11, 2023 City Council meeting. Under this option payment would be made shortly after the formal approval on July 11, 2023.

Either option with respect to approval of Partial Payment Estimate No. 3 (Retainage) is acceptable. If the City Council approves the partial payment estimate at its meeting on June 13, 2023 there will be no subsequent formal action by the City Council relative to the project. If the City defers approval of Partial Payment Estimate No. 3 (Retainage), the agenda for the July 11, 2023 City Council meeting will need to include an item for Partial Payment Estimate No. 3 (Retainage).

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

212189

Enclosure

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



Date: June 1, 2023

PAY ESTIMATE NO. 2 (FINAL)

Project Title	Cross Country Estates Plat 6 Low Pressure Sewer		Contractor	Concrete & More, LLC 23885 N Avenue Dallas Center, Iowa 50063
Original Contract Amount & Date	\$52,390.00	July 12, 2022	Pay Period	May 2, 2023 through May 31, 2023

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	4" Low Pressure Sewer Directional Boring Only	LF	260	\$ 24.00	\$ 6,240.00	260	\$ 6,240.00
1.2	4" Low Pressure Sewer Open Cut or Directional Boring at Contractor Option	LF	1,600	\$ 24.00	\$ 38,400.00	1,600	\$ 38,400.00
1.3	6"x4" Tapping Sleeve and Valve	EA	1	\$ 2,450.00	\$ 2,450.00	1	\$ 2,450.00
1.4	7" PCC Concrete Pavement Patch	SY	20	\$ 90.00	\$ 1,800.00	20	\$ 1,800.00
1.5	Surface Restoration and Seeding	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
1.6	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
TOTAL CONTRACT					\$ 52,390.00		\$ 52,390.00

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$52,390.00	\$ 52,390.00
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 52,390.00	\$ 52,390.00
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 52,390.00
Less Retained Percentage (5%)			\$ 2,619.50
Net Amount Due This Estimate			\$ 49,770.50
Less Estimate(s) Previously Approved	No.1	\$ 47,395.50	
	No.2		
	No.3		
	No.4		
	No.5		
	No.6		
	No. 7		
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved			\$ 47,395.50
		Amount Due This Estimate	\$ 2,375.00

The amount \$ 2,375.00 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Concrete & More, LLC	Veenstra & Kimm, Inc.	City of Dallas Center
Signature:	Signature:	Signature:
Name: Brian Slaughter	Name: H. R. Veenstra Jr.	Name:
Title: owner	Title: Project Manager	Title:
Date:	Date: 6/2/2023	Date:

CERTIFICATE OF COMPLETION

CROSS COUNTRY ESTATES PLAT 6
LOW PRESSURE SEWER
CITY OF DALLAS CENTER

We hereby certify that we have made an on-site review of the completed construction of the Cross Country Estates Plat 6 Low Pressure Sewer project as performed by Concrete & More, LLC.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is Fifty-two Thousand Three hundred ninety and 00/100 Dollars (\$52,390.00)

VEENSTRA & KIMM, INC.

ACCEPTED: CITY OF DALLAS CENTER

By 

By _____

Title Project Manager

Title _____

Date June 5, 2023

Date _____



Date: June 2, 2023

PAY ESTIMATE NO. 3 (RETAINAGE)

Project Title	Cross Country Estates Plat 6 Low Pressure Sewer		Contractor	Concrete & More, LLC 23885 N Avenue Dallas Center, Iowa 50063
Original Contract Amount & Date	\$52,390.00	July 12, 2022	Pay Period	May 31, 2023 through June 1, 2023

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1.1	4" Low Pressure Sewer Directional Boring Only	LF	260	\$ 24.00	\$ 6,240.00	260	\$ 6,240.00
1.2	4" Low Pressure Sewer Open Cut or Directional Boring at Contractor Option	LF	1,600	\$ 24.00	\$ 38,400.00	1,600	\$ 38,400.00
1.3	6"x4" Tapping Sleeve and Valve	EA	1	\$ 2,450.00	\$ 2,450.00	1	\$ 2,450.00
1.4	7" PCC Concrete Pavement Patch	SY	20	\$ 90.00	\$ 1,800.00	20	\$ 1,800.00
1.5	Surface Restoration and Seeding	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
1.6	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
TOTAL CONTRACT					\$ 52,390.00		\$ 52,390.00

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$52,390.00	\$ 52,390.00
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 52,390.00	\$ 52,390.00
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 52,390.00
Less Retained Percentage (5%)			\$ -
Net Amount Due This Estimate			\$ 52,390.00
Less Estimate(s) Previously Approved	No.1	\$ 47,395.50	
	No.2	\$ 2,375.00	
	No.3		
	No.4		
	No.5		
	No.6		
	No. 7		
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved			\$ 49,770.50
		Amount Due This Estimate	\$ 2,619.50

The amount \$ 2,619.50 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Concrete & More, LLC	Veenstra & Kimm, Inc.	City of Dallas Center
Signature:	Signature:	Signature:
Name: Brian Slaughter	Name: H. R. Veenstra Jr.	Name:
Title: owner	Title: Project Manager	Title:
Date:	Date: 6/2/2023	Date:

RESOLUTION NO. 2023-21

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS DESCRIBED
AS CROSS COUNTRY ESTATE PLAT 6 LOW PRESSURE SEWER
PROJECT**

WHEREAS, on the 12th day of July, 2022, the Mayor and Clerk of Dallas Center, Iowa, entered into a construction contract with Concrete & More, LLC of Dallas Center, Iowa, for the construction of certain public improvements generally described as construction of the Cross Country Estates Plat 6 Low Pressure Sewer; and

WHEREAS, said contractor has fully completed the construction of said public improvements in accordance with the terms and conditions of said contract and plans and specifications as shown by the Certificate of the Engineer as filed with the Clerk on June 5, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that said report of the Engineer be and the same is hereby approved and adopted, and said public improvements are hereby approved and accepted as having been fully completed in accordance with said plans, specifications and form of contract and the total final construction costs thereof is hereby determined to be \$52,390.00, as shown in the Certification of Completion issued by the Engineer.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 13th day of June 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

CERTIFICATE OF COMPLETION

CROSS COUNTRY ESTATES PLAT 6
LOW PRESSURE SEWER
CITY OF DALLAS CENTER

We hereby certify that we have made an on-site review of the completed construction of the Cross Country Estates Plat 6 Low Pressure Sewer project as performed by Concrete & More, LLC.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is Fifty-two Thousand Three hundred ninety and 00/100 Dollars (\$52,390.00)

VEENSTRA & KIMM, INC.

ACCEPTED: CITY OF DALLAS CENTER

By 

By _____

Title Project Manager

Title _____

Date June 5, 2023

Date _____

RESOLUTION NO. 2023-30

**A RESOLUTION ORDERING CONSTRUCTION OF THE 2023 REPAIRS
AND MAINTENANCE FOR DRAINAGE DISTRICT NO. 76 PROJECT**

WHEREAS, following receipt of a Petition from Michael W. McClure requesting that the Dallas Center City Council, acting as the Trustees of Drainage District No. 76, begin the process of certain repairs and improvements, on September 13, 2022, the Trustees authorized the Drainage District's Engineer to survey the property and submit a report to the Trustees; and

WHEREAS, on June 13, 2023, the Trustees received and accepted the Report of the Engineer on the repair and maintenance of damaged structures and the need for the dredging of silt and debris in the open channel (a copy of which Report is attached hereto as "Exhibit A"); and

WHEREAS, the Trustees have determined that the repairs and maintenance described in the Engineer's Report should be undertaken and such construction ordered by the Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dallas Center, Iowa, acting as the Trustees of Drainage District No. 76, that the repairs and maintenance to Drainage District No. 76 described in the Engineer's Report are hereby ordered to be undertaken.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 13th day of June, 2023.

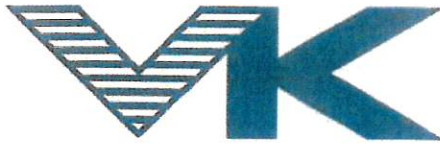
Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

EXHIBIT A

REPORT OF THE ENGINEER



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 1, 2023

Mayor and City Council
Acting as Trustees of Drainage District No. 76
City of Dallas Center
1502 Walnut Street
P.O. Box 396
Dallas Center, Iowa 50063

DALLAS CENTER, IOWA
DRAINAGE DISTRICT 76
REPORT OF ENGINEER

As requested by the Dallas Center City Council, acting in its authority as the Trustees of Drainage District No. 76, the writer has completed an inspection and review of a portion of the facilities of Drainage District No. 76 to determine if maintenance is required of the existing facilities. The writer identified the recommended scope of the maintenance and the estimated cost for the maintenance activities.

The inspection and report are undertaken in conformance with Section 468.126 of the Code of Iowa. The area of inspection is located at the outlet of Drainage District No. 76 near the south line of the northeast quarter of the southeast quarter of Section 5, Township 79 North, Range 27 West and near the north line of the southeast quarter of the southeast quarter of said Section 5. The area in question is shown on the enclosed drawing.

The Drainage District No. 76 facilities include a southeast flowing 30-inch tile that traverses the northeast quarter of the southeast quarter of Section 5 and discharges through a bulkhead, or headwall, located at approximately the quarter quarter section line. From that point downstream the outlet traverses an open channel for a distance of approximately 350 feet before discharging into a naturally occurring creek channel.

A review of the original records of the drainage district indicates the bulkhead and 30-inch tile located north of the bulk head were constructed as part of the original drainage district improvements. The discharge from the bulkhead is to a naturally flowing low lying area. The channel that currently exists appears to have developed due to the concentrated discharge at the bulkhead and is considered an integral part of the Drainage District 76 facilities. There is no evidence this outlet channel was a naturally defined channel prior to the establishment of

Drainage District 76. A review of the 1876 Andreas map clearly shows the naturally flowing creek into which the channel discharges. The Andreas map does not show any evidence of a channel or natural waterway extending to the bulkhead constructed as part of Drainage District 76.

For purposes of the engineer's report it is reasonable to conclude the facilities associated with Drainage District 76 include the outlet, the 30" tile, the bulkhead and channel downstream to the naturally occurring creek.

Inspection of the outlet area of Drainage District 76 clearly indicates the presence of sinkholes and breaks in the 30" tile from the bulkhead northern approximately 200 feet. In this area the tile is located relatively close to the surface with minimal cover. The minimal cover is present due to the need for the tile to discharge to the slightly depressed swale that likely existed at the time of the establishment of Drainage District 76.

The bulkhead constructed as part of the original drainage district is in fair condition. Although there is some erosion around the concrete bulkhead, the bulkhead appears to be intact.

Immediately downstream of the bulkhead the outlet channel has accumulated significant silt over the decades. There is naturally occurring vegetation growing in some of the silt features in the channel. The accumulation of silt has significantly obstructed the efficiency and flow of the outlet from the Drainage District 76 tile.

The inspection of the facilities near the outlet of Drainage District 76 clearly indicates select maintenance activities are necessary to maintain the integrity and efficiency of the Drainage District 76 facilities. The first maintenance activity involves the replacement of the failed portion of the 30-inch tile immediately north of the bulkhead. Based on inspection it is recommended 100 feet of the 30-inch tile be replaced due to the holes in the pipe and the sinkholes over the pipe.

Although the bulkhead is showing some erosion around the edges of the bulkhead, the bulkhead appears to be structurally intact. It is likely some of the erosion around the bulkhead has been caused by water exiting the sink holes immediately north of the bulkhead. The combination of the open holes and the obstructed outlet channel likely results in surface water flowing south over the alignment of the tile causing erosion around the perimeter of the bulkhead. No separately identified maintenance improvements are recommended for the bulkhead area. However, as part of the replacement of the tile minimal work to address the erosion around the perimeter of the bulkhead can be completed.

The inspection of the outlet channel immediately downstream of the bulkhead indicates the accumulation of silt should be removed from the channel to restore its efficiency and capacity and to minimize the potential for blow outs of the lower portion of the tile that would appear to operate under hydrostatic pressure due to the restricted outlet. The engineer's recommendation is to dredge silt from the bulkhead southerly approximately 75 feet to the area where the channel appears to be relatively unobstructed.

The dredging of the silt from the channel can be accomplished by back casting the silt on the bank areas adjacent to the dredged portion of the outlet channel.

Visual observation of the outlet channel would provide evidence potential wetland areas have developed within the channel area. The wetland areas appear to have developed as a result of the accumulation of silt within the outlet channel of the drainage district. The outlet channel does not appear to be classified as a naturally occurring stream as evidenced by the available mapping indicating this channel was not identified as a naturally occurring channel in 1876, or only several decades prior to the Drainage District 76 improvements. Removal of the silt that would impact potential wetland areas appears to be exempt from jurisdictional wetlands due to their location within an existing outlet drainage district channel.

All of the work recommended in the drainage channel is limited to restoring the existing capacity that existed in the channel. No widening or enlargement of the channel is recommended and there is no improvement identified to increase the capacity of the channel. All of the dredging work is intended to restore the channel to its intended capacity as the outlet from Drainage District 76.

In summary, the recommended maintenance activities for the outlet of Drainage District 76 include:

- Replacement of 200 feet of 30-inch tile immediately north of the bulkhead
- Dredging of the outlet channel from the bulkhead southerly approximately 75 feet

It is noted the exact scope of the dredging will be determined as work progresses.

Estimates of cost were developed for the two maintenance activities. Separate estimates of cost were developed as the maintenance activities are distinct. The estimated cost for the replacement of the tile is \$7,000. The estimated cost for the dredging activity is \$16,500.

In addition to these direct costs the maintenance activities will involve costs for the drainage district engineer and drainage district attorney. A summary of the estimated cost for the maintenance activities is:

Tile Replacement	\$7,900
Dredging Channel	\$16,500
Engineering and Legal	\$2,500
Contingency	\$3,100
TOTAL	<u>\$30,000</u>

The engineer's estimated cost for the maintenance activities is not to exceed \$30,000.

Mayor and City Council
June 1, 2023
Page 4

To ensure the validity of the engineer's estimate of cost, proposals were solicited from contractors to undertake the work. The cost proposals are included as an attachment to this report.

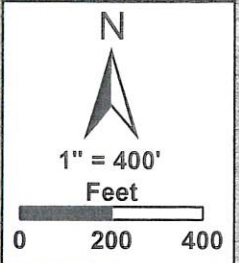
If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or bveenstra@v-k.net.

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVJr:paj
212195
Enclosure



CORPORATE LIMITS

DD 76 Tile

Replace 100 Ft. of 30 In. Tile

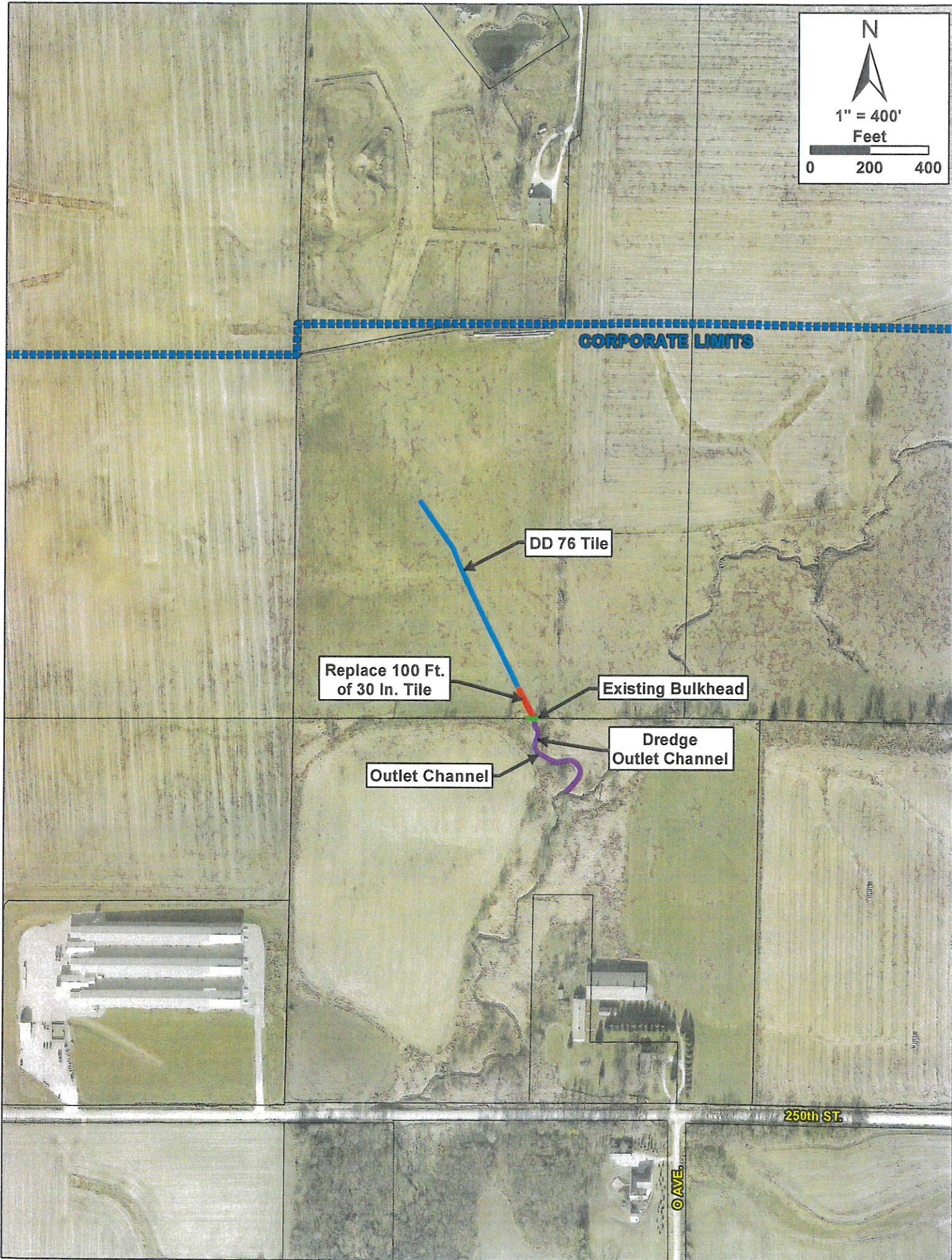
Existing Bulkhead

Dredge Outlet Channel

Outlet Channel

250th ST.

© AVE.



Rec'd 5-24-23

Daugherty Construction, LLC
1985 SE Willow Brook Dr
Waukee, IA 50263
515-473-4859

ATTN:
Dallas Center City Hall
1502 Walnut St.
P.O. Box 396
Dallas Center, IA 50063
c/o Brian Slaughter

May 20, 2023

****Proposal for dredging drainage district on northside of Janice Morris property****

Scope of work to be performed: Using a long reach backhoe I will dredge approximately 400' of the drainage ditch. I will dredge no wider or deeper than the original state of the drainage ditch. All drainage ditch spoil is to be piled and leveled out on the eastside of the ditch. I will seed down the spoil with a pasture mix seed.

Summary of Costs-

Rental of Hyundai HX300 Long Reach Backhoe (for week)
Machine Hauling Company
Machine Rental Insurance
Materials/Labor

Amount: \$16,500.00

*****If proposal is accepted please sign/date and return back to me.*****

Rec'd 6/1/23

DAN BRUBAKER ENTERPRISES

223 MAIN ST. POB 132
RIPPEY, IA. 50235-0132

Estimate

Date	Estimate #
5/31/2023	16

Name / Address
DALLAS CENTER

			Project
Description	Qty	Cost	Total
30 INCH DUAL WALL TILE INSTALLED	200	39.50	7,900.00
		Subtotal	\$7,900.00
		Sales Tax (7.0%)	\$0.00
		Total	\$7,900.00

RESOLUTION NO. 2023-31

RESOLUTION LEVYING AN ASSESSMENT TO PAY ALL COSTS, EXPENSES, DAMAGES, AND REPAIRS IN CONNECTION WITH THE 2023 REPAIRS AND MAINTENANCE FOR DRAINAGE DISTRICT NO. 76 PROJECT

WHEREAS, on September 13, 2022, the Dallas Center City Council, acting as the Trustees of Drainage District No. 76, received a Petition from Michael W. McClure, an assessed property owner in the District, (a copy of which Petition is attached hereto as Exhibit "A"); and

WHEREAS, the Petition requested that the Trustees begin the process of repairs and maintenance (and improvements, if required) as outlined in the Petition; and

WHEREAS, the Trustees on September 13, 2022, authorized the District's Engineer to survey the Property and submit a report to the Trustees, which report was received and accepted on June 13, 2023, and which report recommended the undertaking of certain repairs and maintenance (but no improvements); and

WHEREAS, by the adoption of Resolution No. 2023-30 the Trustees ordered the construction of the repairs and maintenance to the District as outlined in the Engineer's Report ("the 2023 Repairs and Maintenance for Drainage District No. 76 Project" hereafter "the Project"), which repairs and maintenance include the repair and maintenance of damaged structures and the dredging of silt and debris in the open channel; and

WHEREAS, the estimated amount of all costs, expenses, damages, and repairs is \$30,000 for the Project; and

WHEREAS, the provisions of Section 468.126 of the Code of Iowa grant the Trustees the authority to order the construction of repairs and maintenance to the Drainage District, and if the estimated cost of the repairs and maintenance does not exceed fifty thousand dollars, the Trustees may order the work done without conducting a hearing on the matter.

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

1. There be an additional assessment in the amount of \$30,000.00 to pay all costs, expenses, damages, and repairs for the Project.

2. That any portion of the assessment not required to pay the costs, expenses, damages, and repairs for the Project shall be retained as a sinking fund (or working balance) to pay future maintenance and repair expenses.

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 13th day of June, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

**PETITION TO TRUSTEES
DRAINAGE DISTRICT NO. 76**

September 13, 2022

The undersigned is an assessed property owner in Drainage District No. 76 in Dallas County, Iowa. The main drainage tile ends at a bulkhead on the south property line of my farmland in Section 5, Adel Township, and then daylights into a creek which is included within and is a part of the drainage district.

The creek has become silted in, which has caused water from the drainage district to back up in the drainage district on my property, which caused blowouts in the tile. Portions of the tile have collapsed resulting in a big hole in my farm field.

The tile line needs to be repaired and replaced and the creek dredged. Under Section 468.126 of the Iowa Code the Trustees need to undertake the repair of damaged structures and remove silt and debris.

I request that the trustees begin the process of repairs and improvements.


Michael W. McClure

Exhibit "A"

RESOLUTION NO. 2023-32

**RESOLUTION CORRECTING THE ADDRESSES OF ALL LOTS
ORIGINALLY PLATTED AS CROSS COUNTRY ESTATES PLAT 6,
A SUBDIVISION LOCATED IN THE CITY OF DALLAS CENTER, IOWA**

WHEREAS, the Final Plat of Cross Country Estates Plat 6, an Official Plat, in the City of Dallas Center, Dallas County, Iowa, was filed in the office of the Dallas County Recorder on September 19, 2022, in Book 2022 at Page 18851; and

WHEREAS, North Star Lane fronts all of the lots in Cross Country Estates Plat 6, but the street name is incorrectly spelled on the Final Plat as "Northstar Lane", resulting in incorrect street addresses being shown for all of the lots; and

WHEREAS, the street addresses of all of the lots in Cross Country Estates Plat 6 should be corrected to read as follows:

Lot 1	10 North Star Lane
Lot 2	12 North Star Lane
Lot 3	14 North Star Lane
Lot 4	16 North Star Lane
Lot 5	18 North Star Lane
Lot 6	20 North Star Lane
Lot 7	22 North Star Lane
Lot 8	24 North Star Lane
Lot 9	23 North Star Lane
Lot 10	21 North Star Lane
Lot 11	19 North Star Lane
Lot 12	17 North Star Lane
Lot 13	15 North Star Lane
Lot 14	13 North Star Lane
Lot 15	11 North Star Lane

; and

WHEREAS, pursuant to the Iowa Code Section 354.26 this Resolution shall be filed by the City Clerk with the Dallas County Recorder, Dallas County Auditor, and Dallas County Assessor.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dallas Center, Iowa, that the street addresses of all lots in Cross Country Estates Plat 6 fronting on North Star Lane should be corrected to reflect the correct spelling of the street as "North Star Lane" in Dallas Center, Iowa, all as detailed herein, and the City Clerk is directed to file this Resolution with the required Dallas County officials.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 13th day of June, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

RESOLUTION NO. 2023-33

**A RESOLUTION APPROVING A SOLAR POWER AND SERVICES
AGREEMENT BETWEEN RED LION DALLAS CENTER SOLAR, LLC
AND THE CITY OF DALLAS CENTER, IOWA**

WHEREAS, on the 10th day of January, 2023, the Dallas Center City Council passed Resolution No. 2023-4, which approved a Letter of Intent between Red Lion Renewables, LLC and the City wherein the parties agreed to negotiate the terms of a Power Purchase Agreement (subject to the revision of certain provisions in the Letter of Intent, which were made); and

WHEREAS, the Mayor and Counsel on behalf of the City have negotiated the terms and provisions of a Solar Power and Services Agreement between the City (the "Buyer") and Red Lion Solar Dallas Center, LLC (the "Provider"), which Agreement has been executed by the Provider (a copy of which is attached hereto as Exhibit "A") and should now be approved by the Council; and

WHEREAS, a lease agreement between the parties that will grant the Provider the rights to use and access the various City Premises identified in the Agreement as provided in Section 2.04(a) and 4.01(i) of the Agreement also will be prepared, which lease agreement is a condition precedent to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the Solar Power and Services Agreement between the City and Red Lion Dallas Center Solar, LLC is hereby approved and the Mayor is authorized to execute the Agreement on behalf of the City.

IT IS FURTHER RESOLVED that the lease agreement between the parties is directed to be prepared, which lease agreement will be the subject of Resolution No. 2023-34 and the public hearing thereon.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 13th day of June 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

EXHIBIT A

SOLAR POWER AND SERVICES AGREEMENT

SOLAR POWER AND SERVICES AGREEMENT

Cover Sheet

This Solar Power and Services Agreement is made as of: June 6, 2023 (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:

Provider: <u>Red Lion Dallas Center Solar, LLC</u>	Buyer: <u>City of Dallas Center</u>
All Notices: Street: <u>2719 Georgetown Avenue</u> City: <u>Norwalk, IA</u> Zip: <u>50211</u> Attn: <u>Terry Dvorak</u> Phone: <u>515-991-4594</u> Fax: <u>NA</u>	All Notices: 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: _____
With a copy to: Name: <u>Fredrikson & Byron</u> Street: <u>505 East Grand Ave, Suite 200</u> City: <u>Des Moines, IA</u> Zip: <u>50309</u> Attn: <u>J. Marc Ward</u> Phone: <u>515-242-8900</u> Fax: <u>515-242-8950</u>	With a copy to: Name: _____ Street: _____ City: _____ Zip: _____ Attn: _____ Phone: _____ Fax: _____
Emergency Contact Information: Name: <u>Red Lion Renewables, LLC</u> Street: <u>2719 Georgetown Avenue</u> City: <u>Norwalk, IA</u> Zip: <u>50211</u> Attn: <u>Terry Dvorak</u> Phone: <u>515-991-4594</u> Fax: <u>NA</u> E-mail: <u>Terry.dvorak@redlionrenewables.com</u>	Emergency Contact Information: 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.

Project Site Name:	Dallas Center Solar
Description and Address of Project Site:	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 th 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 th Street, Dallas Center, IA 50063
System Description and Nameplate Capacity:	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
Project Documents:	Project system layouts and descriptions included in Exhibit E.
Local Electric Utility:	MidAmerican Energy
Interconnection Agreement:	MidAmerican Energy standard interconnection agreements. Separate agreements submitted for each facility.
EPC Contractor:	Red Lion Renewables. Electrical contractor: TBD
Required Rebate:	N/A
Estimated Commercial Operation Date:	12/31/23
Installation Date	See Exhibit H
System Acceptance Testing Requirements:	Utility acceptance and Red Lion Renewables meter reading

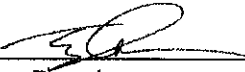
Governing Law:	Iowa	Venue:	Dallas County
kWh Rate:	20-year term See Exhibit F for rate schedule and terms and conditions of rate adjustments.		
Additional Expenses:	N/A		
Early Termination Value:	See Exhibit F for schedule		

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: 6/6/23
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. Provider shall test the Metering System for accuracy every sixty (60) months. Provider shall notify Buyer when the testing will take place and provide Buyer with the results of the testing. 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 one-half (1/2) of the period from the last previous test confirming accurate metering.

(iv) Costs. Provider will be responsible for the costs of all meter testing for testing every 60 months or if other requested testing indicates Metering System is in error by one half of one percent (0.5%) or more. Otherwise, Buyer will be responsible for costs of requested meter testing in which testing indicates Metering System is within two percent (2%) accuracy.

(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 (5th) 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.

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 unreasonable interference with the System's insolation and access to sunlight, as such insolation and access exists as of the Effective Date. Buyer agrees not to build shade producing structures or landscaping that would provide more shade than is currently received on the solar arrays at the time of system installation. Should Buyer wish to add shade producing obstructions, Buyer shall either purchase the system pursuant to this agreement or pay for the relocation of the solar array on premises, or compensate Provider for the difference in solar production at a mutually agreeable value. Buyer shall not be required to compensate Provider for the amount of reduced energy production of the solar array attributable to natural depreciation of the facilities and equipment. The parties agree the amount of reduced energy production attributable to depreciation shall be 0.5% per year.

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 at the rate specified in Exhibit F.

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.

(b) Internet Connection. Subject to inspection and approval by the Buyer, 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. Provider agrees to comply with all reasonable requirements for access to Buyer's networks.

(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.

(d) Lease Agreement for System. Buyer and Provider shall enter into a Lease Agreement for the System. The System shall be installed at the locations provided in Exhibit E and under the terms and conditions provided in the document memorializing the terms of the Lease Agreement. The parties agree that the effectiveness of this Agreement is expressly conditioned upon Provider and Buyer entering into and maintaining a Lease Agreement in effect during and coterminous with the Term of this Agreement. Termination of the Lease Agreement shall also constitute a termination of this Agreement.

Section 2.05 Buyer Repairs & Maintenance.

(a) Electrical Structure. Buyer, at its sole cost and expense, and in coordination with Provider, shall make reasonably necessary repairs or changes to the existing electrical structure of the Premises, so that the Premises are eligible for state subsidy, rebate funding renewable energy credits, sale of electricity to the local utility, 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).

(i) Provider and Buyer have executed a Lease Agreement to use the premises for purposes of operating and maintaining the System.

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).

(c) Provider and Buyer have executed a Lease Agreement to use the premises for purposes of operating and maintaining the System.

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 Provider from receiving any RECs produced by the System; 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 intentionally shuts down or curtails energy production from the System, (b) Buyer's errors, acts or omissions directly 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 twelve (12) 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 (20) 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, Buyer 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 Article IV 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.¹

(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) 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

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

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 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. Reasonable legal fees or expenses incurred by the Provider in preparation of the purchase would be paid by Buyer, but the amount of such fees or expenses that may be reimbursed shall not exceed \$10,000.

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) 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 and Provider shall negotiate in good faith amendments to this Agreement useful for the allocation of the Environmental Attributes.

Section 12.02 Adjustments to Solar Services Payments.

RESERVED

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 Provider's Obligations. 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, subject to Iowa Code chapter 22, the receiving Party shall (i) protect the Confidential Information from disclosure to third parties to the extent allowed by chapter 22, 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.

(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. Provider acknowledges and agrees that as a government body and political subdivision of the state of Iowa, information possessed by Buyer is a public record and subject to public disclosure under law.

(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.

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; *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 (CO₂), methane (CH₄) 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, the Fair Market Value shall not be ~~more-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 the Early Termination Value for the year in which the Purchase Option is exercised as specified on the Cover Sheet but no less than the Fair Market Value of the System.

“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 agreed to by Buyer and 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.

EXHIBIT C

[Form of Rebate Assignment Agreement]

Not Used.

EXHIBIT D

Acknowledgment and Confirmation

This Acknowledgement and Confirmation, dated as of June 6, 2023 (this "Acknowledgement"), is made by City of Dallas Center ("Buyer") under that certain Solar Power and Services Agreement dated _____ (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 Iowa Economic Development Authority ("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:

Iowa Economic Development Authority
1963 Bell Avenue, Suite 200, Des Moines, IA 50315
Attention: Stephanie Weisenbach, 515-348-6221
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
City of Dallas Center
By: _____
Name: _____

PROVIDER
Red Lion Dallas Center Solar, LLC
By: _____
Name: _____

EXHIBIT E

PROJECT SPECIFICATIONS

city of Dallas Center.

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 240th 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 250th 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:

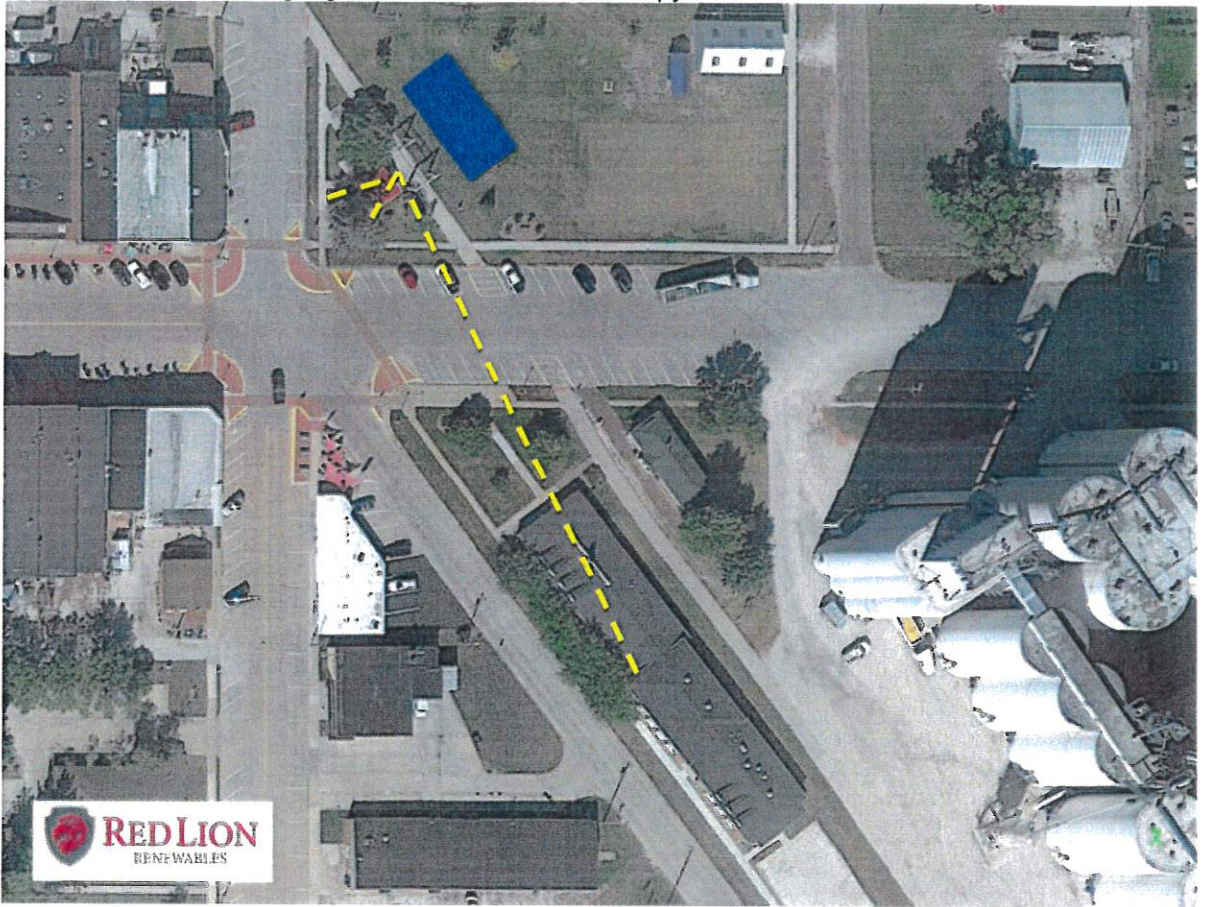
All solar arrays are tied into the existing facility electrical systems on the facility side of the meter and to internet access at each facility. Individual revenue grade meters are included at each location.

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
Total	418

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. Scope includes the concrete columns, steel structure, and solar generating system along with a convenience outlet at the 4 columns nearest the bike path with 2 electrical and 2 USB plugs at each location. LED canopy lights included. Concrete slab stage and landscaping work under/around the Solar Pavillion and any additional outlets or lights excluded. Red Lion Renewables signage to be installed on the canopy.



City of Dallas Center	Library	Park
Solar		
Solar Array Size (kW-DC)	35	
Solar Annual Production (kWh)	42,240	1
Current Annual Usage (kWh)	43,880	1
Electrical Usage Offset	96.3%	



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.



City of Dallas Center

Maintenance

Solar

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

Solar

	<u>City Hall</u>
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.



City of Dallas Center	Treatment Plant
Solar	
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
Solar				
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.



City of Dallas Center	Bldg 2 WWTP
Solar	
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 – TERM SHEET AND RATE ADJUSTMENTS

Project	City of Dallas Center
Location	Dallas Center, Iowa
Option	Solar Portfolio
Solar Array Size (DC)	431 kW-DC
Initial Projected Annual Energy	577,492 kWh
Estimated Annual Energy Production Loss	0.5%
PPA Term	20 years
Extension Option	5 years at year 20
Initial Rate	\$0.0600 per kWh
Annual Rate Adjustment Calculation	<p>Each year on or before August 31, the parties will adjust the kWh rate based on changes in MidAmerican's rates over the prior year in the following manner:</p> <ol style="list-style-type: none"> 1. Determine the total amount of kWh-based charges the City paid to MidAmerican for electric service at each meter included in the project for the most recent July billing period. This amount includes all charges and credits that are calculated per kWh but does not include basic or minimum service charges that are not kWh based. If a July invoice is not received or doesn't have any kWh charges, the City's most recent monthly invoice for a month on MidAmerican's Summer Rate or MidAmerican's summer rates charged for July obtained from MidAmerican will be used. 2. Determine the total amount of kWh-based charges the City paid for MidAmerican electric service at each meter included in the project for the July (or other Summer Rate month) billing period one year prior to the most recent July billing period. 3. Compare the two July (or other Summer Rate month) billing periods to determine the percentage increase or decrease in MidAmerican's total kWh-based rates, charges, and credits from one year to the next. If a meter on one applicable MidAmerican rate classification changes by a different percentage than meters on other rate classifications, then the overall rate change percentage shall be the average of the percentages. 4. Increase or decrease the PPA rate by the same percentage as MidAmerican's total rates, charges, and credits increased or decreased from one year to the next, as determined above. Provided, however, that the PPA rate shall not be less than the initial rate of \$0.0600.

POWER PURCHASE AGREEMENT – TERM SHEET AND RATE ADJUSTMENTS

YEAR	MINIMUM RATE (SUBJECT TO ANNUAL ADJUSTMENT)	ESTIMATED PURCHASE OPTION PRICE
1	\$0.0600	NONE
2	\$0.0600	NONE
3	\$0.0600	NONE
4	\$0.0600	NONE
5	\$0.0600	NONE
6	\$0.0600	\$322,799
7	\$0.0600	\$309,879
8	\$0.0600	\$295,736
9	\$0.0600	\$280,299
10	\$0.0600	\$263,490
11	\$0.0600	\$245,230
12	\$0.0600	\$225,433
13	\$0.0600	\$204,011
14	\$0.0600	\$180,869
15	\$0.0600	\$155,909
16	\$0.0600	\$129,027
17	\$0.0600	\$100,114
18	\$0.0600	\$100,114
19	\$0.0600	\$100,114
20	\$0.0600	\$100,114
21-25	TBD	TBD

EXHIBIT G

PROJECT-SPECIFIC CONTRACT TERMS AND MODIFICATIONS

The following modifications to the contract terms and conditions are:

1. Payments will be made within 45 days of invoice to account for approval of City Council during regularly scheduled meetings.
2. The Payments under this Agreement are subject to non-appropriation in any fiscal year. The Payments do not constitute a continuing obligation of the City in any fiscal year beyond the fiscal year for which funds have been appropriated for the Payments and, except to the extent of such an appropriation, shall not constitute debt within the meaning of any constitutional or statutory debt limitations. This Agreement shall not directly or indirectly obligate the City to make any Payments thereon during a fiscal year beyond the fiscal year for which funds have been appropriated by the City Council. For purposes of this Exhibit G, "payments" means any payment contemplated by the Agreement and includes Solar Services Payments under Article VII and the Option Price or other payment relating to the Buyer's Purchase Option.
3. Provider allowed to place signage on arrays for information and marketing purposes. Signage to be approved by Buyer prior to being placed on site.
4. Buyer to maintain vegetation at a height to prevent shading of solar panels.
5. Buyer to remove/trim trees/shrubs at Water Treatment Plant and Wastewater Treatment Plant as necessary to prevent shading of solar arrays.
6. The Purchase Option price shall be determined as provided in this agreement.
7. Provider scope at the Solar Pavilion that supplies electricity to the Library and Park meters includes the concrete columns, steel structure, and solar generating system. Provider will include a convenience outlets at the 4 columns nearest the bike path with 2 electrical and 2 USB plugs at each location. Provider includes LED canopy lights. Stage and landscaping work under/around the Solar Pavillion and additional outlets or lights installed at Buyer's expense. Concrete slab, grading, rock, and retaining wall installed at Buyer's expense. Buyer can contract these scopes directly to its own contractors or negotiate with Provider's contractors.

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.

RESOLUTION NO. 2023-34

A RESOLUTION PROPOSING TO LEASE TO RED LION DALLAS CENTER SOLAR, LLC ("RED LION") CERTAIN PARCELS OF LAND OWNED BY THE CITY OF DALLAS CENTER, IOWA, GRANTING RED LION THE RIGHTS TO USE AND ACCESS SAID PARCELS TO PERFORM THE INSTALLATION WORK, ONGOING MAINTENANCE WORK, AND OBSERVATION OF SYSTEM OPERATIONS UNDER THE SOLAR POWER AND SERVICES AGREEMENT APPROVED BY THE COUNCIL; AND SETTING A PUBLIC HEARING THEREON.

WHEREAS, the Dallas Center City Council by the adoption of Resolution No. 2023-33 on June 13, 2023, approved a Solar Power and Services Agreement (the "Agreement") between the City (the "Buyer") and Red Lion Dallas Center Solar, LLC ("Red Lion" or "the Provider"); and

WHEREAS, Section 2.04(a) of the Agreement provides:

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.

and Section 2.04(d) of the Agreement provides that the parties will enter into a Lease Agreement to provide the access to the

Premises, which Lease Agreement under Sections 4.01(i) and 4.02(c) of the Agreement is a condition precedent to the Agreement; and

WHEREAS, Exhibit E to the Agreement (which was attached to Resolution No. 2023-33) depicts the City-owned Premises to which access will be granted under the Lease Agreement to Red Lion, Premises that are described as follows:

a. Site 1. Heritage Park across from 1308 Walnut Street, to provide service to the Library, the Park Restroom, Christmas Lights, and associated services.

b. Site 2. City Maintenance Facility at 701 Walnut Street.

c. Site 3. Dallas Center City Hall and Fire Station at 1502 Walnut Street.

d. Site 4. Water Treatment Plant at 2281 240th Street.

e. Site 5. Wells and Well Pumps for Well Nos. 7, 9, 10, 11 at 23500, 23520, and 23765 Midland Trail.

f. Site 6. Wastewater Treatment Plant at 2711 250th Street.

WHEREAS, the Council proposes to lease to Red Lion Dallas Center Solar, LLC (the "Lessee") a portion of the real estate owned by the City at each of the six above-described Sites for the uses and access described in the Agreement; and

WHEREAS, the proposed lease would be for the term of the Agreement, including any extensions; and

WHEREAS, pursuant to provisions of Section 364.7 of the Code of Iowa, the Council proposes to lease the above-described parcels of real estate to Red Lion Dallas Center Solar, LLC partially in consideration of and in exchange for Red Lion's construction and maintenance of the facilities described in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, the foregoing proposal to lease city-owned land to Red Lion at the above-described Sites 1, 2, 3, 4, 5, and 6 will be considered by the Council at a Public Hearing at 7:00 p.m. on July 11, 2023, in the Council Chambers

in Memorial Hall (above City Hall) at 1502 Walnut Street, Dallas Center, Iowa.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Council will make a final determination on the foregoing proposal following the Public Hearing at 7:00 p.m. on July 11, 2023.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 13th day of July, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

RESOLUTION NO. 2023-35

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 to allow the transfer of the American Rescue Plan Act (ARPA) funds from the Capital Improvement Fund to the Water Capital Improvement Fund for the Highway 44 Distribution Project.

		Debit	Credit
ARPA trans out	310-910-6910	\$136,487.96	
ARPA savings	310-000-1160		\$136,487.96
Water CI savings	602-000-1160	\$136,487.96	
Water CI trans in	602-910-4830		\$136,487.96

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 13th day of June 2023.

Danny Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk