

NOTICE OF A PUBLIC MEETING
Dallas Center City Council
Tentative Agenda
July 11, 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/81275207619>

If a Zoom user has the Zoom app, just enter the meeting ID **812 7520 7619** and the passcode is 177192

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is **812 7520 7619**, the passcode is **177192**: 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.

PUBLIC HEARING – on Fiscal Year 2023-2024 Dallas Center City Budget Amendment. Each person will have up to five minutes to comment on **Fiscal Year 2023-2024 Dallas Center City Budget Amendment.**

PUBLIC HEARING – on proposed Lease and Easement Agreement between the City and Red Lion Dallas Center Solar, LLC for Solar Energy System. Each person will have up to five minutes to comment on the **Red Lion Dallas Center Solar, LLC proposed Lease and Easement Agreement**

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 June 13th regular and June 23 special meeting
 - b. June Treasurer's Report, Balance Sheet, and Budget Report
 - c. June Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Approve Stella Davidson as a 1st year lifeguard at \$12.50/hour pending lifeguard certification and background check effective July 12, 2023
 - e. Approve Board & Batten's request for street closing for a special event on July 20, 2023
 - f. Approve Board & Batten's outdoor liquor license for an outdoor beer garden for a special event on July 20, 2023
 - g. Approve Dallas Center Fall Festival Committee Street Closing Request
 - h. Action to approve the fall festival fireworks permit application and waive the \$150 permit fee
 - i. Approve Red Lion Solar street closing request for solar materials staging from August 7-11, 2023
 - j. Approve Trail Nutrition's request to place a sign along the trail in the evenings and on the weekends
 - k. Action to approve Makenna Brooks as a fire department volunteer effective July 12, 2023, pending background check
 - l. Approve invoices for payment (review committee Beaudet and Willrich)

6. Planning and Zoning Commission
 - a. Report – Matt Ostanik
 - b. Action on Resolution 2023-36 – approving site and architectural plans for the Open Shelter between the Swimming Pool and the Raccoon River Valley Trail.
 - c. Review proposed Ordinance No. 591 amending City Code Section 165.44(4) to allow the tapering to no less than one foot at the entrance to the street of the required five-foot separation between the driveway and the side lot line on pie-shaped lots located on culs-de-sac.
 - d. Action to set a public hearing on proposed Ordinance No. 591 for 7 p.m. on August 8, 2023
7. Parks and Recreation Board
 - a. Action to authorize construction of Open Shelter between the pool and trail, and the slab and connecting sidewalks
 - b. Action to authorize construction of sidewalk between the end of Linden Street and the trail
 - c. Action to approve recommendation of tree removal quote in an amount not to exceed \$6,500
 - d. Action to approve recommendation for tree carving quote in an amount not to exceed \$1,200 for two trees
 - e. Action to approve application for Granting a Better Tomorrow grant
 - f. Discussion and possible action to approve up to 75% of the contract in the amount of \$3,687.50 to allow for purchase of additional materials to complete the mural project
8. Dallas Center Fall Festival – 2023
 - a. Action on Resolution 2023-37 – approving an Agreement with Dallas Center Celebrations, Inc. for the provision of services to the people of Dallas Center and authorizing the payment of \$8,000 to the corporate non-profit from the City of Dallas Center
9. Red Lion Dallas Center Solar, LLC
 - a. Action on Resolution 2023-38 – approving a Lease and Easement Agreement between the City and Red Lion Dallas Center Solar, LLC for Solar Energy System
10. Public Works
 - a. Director’s Report
 - b. Action on Resolution 2023-40 – approving agreement for ACCO Owned Bulk System for chlorine at the swimming pool
11. Dallas Center Outdoor Community Swimming Pool Construction Project – Engineer’s Report
 - a. Action to approve Change Order No. 8 – Sande Construction & Supply Co. – gutter grating modification – decreases contract amount by \$8,600
 - b. Action to approve Payment Application No. 11 (including early retainage request) – Sande Construction and Supply Co. - \$643,387.31
12. Discussion and possible action - Cross Developments Street Improvements
13. Discussion and possible action – Northeast Sewer Planning Study
14. City Engineer – Other Matters
15. City Administrator
 - a. Action on Resolution 2023-39 – approving the budget amendment for the Fiscal Year 2023-2024 Dallas Center City Budget
 - b. Action on Resolution 2023-41 – authorizing a \$100 petty cash fund for the swimming pool
 - c. Update on Solar project`
 - d. State of Iowa Setoff Program
 - i. Action to authorize submittal of Participant Enrollment Application Form
 - ii. Action on Resolution 2023-42 – approving Memorandum of Understanding between the City and the Iowa Department of Revenue regarding the State Setoff Program
16. Council reports
17. Mayor’s report
18. Adjournment

Shellie Schaben, City Clerk

CLAIMS

Access Granted Systems, LLC

Pool Passes

\$525.00

Access Systems Leasing	Copier Lease	\$366.21
Access Systems	Maintenance	\$44.57
ACCO	Supplies	\$5,468.14
Aetna Behavioral Health, LLC	EAP	\$26.28
Agri Drain Corporation	DD76	\$118.14
Agsource Coop Services	Testing	\$602.85
Agsource Coop Services	Testing	\$643.60
Ahlers & Cooney, Pc	June Services	\$5,653.00
Arnold Auto Supply	Supplies	\$73.95
Baker & Taylor Co.	Books	\$505.61
Baldon Hardware	Supplies	\$213.72
Bay Bridge Administrators	Insurance	\$100.42
Bomgaars	Supplies	\$101.48
Boyd Creative Llc	Supplies	\$361.00
Brown, Fagen & Rouse	June Services	\$3,000.00
Centurylink	June Services	\$789.12
Compass Minerals America	Salt	\$4,222.35
Concrete Impressions, Llc	Mound Park	\$39,300.00
Culligan Water System	July Services	\$12.56
Allen Jay Winter	Trees	\$4,400.00
Dallas County Treasurer	June Protection	\$18,538.69
Daugherty Construction Llc	DD76	\$16,500.00
Dc Celebrations Commit	FY23 Donation	\$8,000.00
Delta Dental	Insurance	\$45.62
Delta Dental	Insurance	\$709.18
Digital Stew Services	Repairs	\$321.30
Dmc Welding & Repair Llc	Poles for Shades	\$15,085.17
Eftps	Taxes	\$4,714.72
Eftps	Taxes	\$7,239.56
Emergency Medical Products	Supplies	\$49.59
Gis Benefits	Insurance	\$49.92
Justin Meader	Repairs	\$655.00
Heartland Co-Op	June Service	\$1,539.26
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
Iowa Dept Of Natural Resources	Fees	\$209.17
Iowa Dept Of Public Health	Fees	\$35.00
Iowa League Of Cities	FY24 DUES	\$1,418.00
Iowa One Call	May Service	\$88.20
Ipers	IPERS	\$6,072.42
Iron Mountain	June Service	\$93.45
Jerico Services	Dust Control	\$4,141.20
Karen Mccleary	June Service	\$675.00
Leaf	Copier	\$165.81

Eddie Leedom	June Services	\$691.48
Linde Gas & Equipment Inc.	June Services	\$42.16
Macumber, Olivia	Reimbursement	\$56.40
Macumber, Olivia	Reimbursement	\$12.31
Menards	Pocket Park Supplies	\$2,245.29
Menards	Memorial Park Supplies	\$399.24
Merrit Company	Supplies	\$391.45
Midamerican Energy	June Service	\$8,704.85
Minburn Communications	July Services	\$54.99
Municipal Supply Inc	Maintenance	\$292.14
Nationwide Retirement Sol	Insurance	\$225.00
Nationwide Retirement Sol	Insurance	\$225.00
Navarro, James	Pocket Park Muralist	\$3,687.50
Northway Well And Pump	Well #11 Rehab	\$7,900.00
Odp Business Solutions Llc	Supplies	\$217.23
Preferred Pest Control	Pest Control	\$265.00
Quill.Com	Supplies	\$26.99
Region Xii Cog	Dues	\$1,500.00
Treasurer - State Of Iowa	Taxes	\$2,165.98
Treasurer - State Of Iowa	Taxes	\$2,425.18
Sam, Llc	Maintenance	\$2,400.00
Sande Construction Supply	Pool Pay Estimate #11	\$643,387.31
April Scrivner	Mileage	\$58.62
Storey Kenworthy/Matt Parrott	Paper	\$94.48
Strauss Security Solutions	Monitoring	\$110.85
The Wall Street Journal	Renewal	\$170.00
Umb Bank Na	Fees	\$250.00
Uhs Premium Billing	Insurance	\$639.24
Uhs Premium Billing	Insurance	\$11,669.69
Veenstra & Kimm	June Services	\$22,594.40
Verizon Wireless	June Services	\$280.07
Treasurer - State Of Iowa	Taxes	\$1,226.23
Waste Management	June Services	\$22,913.52
Waters Edge Aquatic Design	Design	\$1,840.00
Wells Fargo	Loungers	\$7,990.06
Accounts Payable Total		<u>\$901,318.42</u>
	General	\$112,818.20
	Capital Improvement	\$367.00
	Rut	\$5,831.62
	T&A(Eb)	\$12,957.44
	Burnett Project	\$31,300.00
	Debt Service	\$250.00
	Cap Improve Pool	\$678,583.84
	Water	\$24,572.83
	Water Capital Outlay	\$3,840.00
	Sewer	\$13,440.99

Storm District	\$856.50
Drainage District 76	<u>\$16,500.00</u>
Total Funds	\$901,318.42

REVENUES

GENERAL TOTAL	\$76,132.81
T&A(FT) TOTAL	\$2,756.26
T&A(SC) TOTAL	\$4,152.36
CAPITAL IMPROVEMENT TOTAL	\$67,456.04
T&A(SL) TOTAL	\$78.18
RUT TOTAL	\$29,823.05
T&A(EB) TOTAL	\$106,312.46
LOCAL OPTION SALES TAX TOTAL	\$53,453.59
TIF TOTAL	\$573.87
TREES TOTAL	\$48.55
BURNETT PROJECT TOTAL	\$173.15
DEBT SERVICE TOTAL	\$40,972.61
CAP IMPROVE POOL TOTAL	\$278,416.20
T&A(B) TOTAL	\$9.86
T&A(Y) TOTAL	\$9.75
WATER TOTAL	\$45,630.26
WATER CAPITAL OUTLAY TOTAL	\$136,487.96
SEWER TOTAL	\$39,012.84
STORM DISTRICT TOTAL	<u>\$5,096.09</u>
TOTAL REVENUE BY FUND	\$886,595.89

The Dallas Center City Council met in regular session June 13, 2023, at 7:00 pm. Mayor Beyer called the meeting to order and led the Pledge of Allegiance. Council members present included Ryan Kluss, Amy Strutt, Ryan Coon, Angie Beaudet and Daniel Willrich.

Mayor amended section 12a of the agenda to read \$2,375.00 instead of \$2,375.50

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

Public Comments

Julie Becker made comments about pool spending, the Dallas Center mural, and her litigation status.

Jimmy Navarro, the artist painting the Dallas Center mural, stopped by to introduce himself and provide an update to the council.

Bob King mentioned that Rotary will put up flags for flag day and leave flags along trail until after the BACoon Ride.

Mike Buckalew asked the council to consider installing signs along Highway 44 by the bike trail indicating that vehicles should not stop along the highway to allow bicyclists to pass (per State Code).

Willrich stated 368 hours of law enforcement service were provided (320 hours are required) which is 15% above the agreement. Motion by Coon, 2nd by Beaudet to approve consent agenda: [Approve minutes of May 9th regular meeting; May Treasurer's Report, Balance Sheet, and Budget Report; May Law Enforcement, Compliance and Water Reports; 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; Approve Board & Batten's request for street closing for the BACoon Ride event on June 17, 2023; Approve Sugar Grove Goods outdoor liquor license for an outdoor beer garden for the BACoon Ride event on June 17, 2023 pending Dramshop Review; Approve Board & Batten's request to place a sign along the trail in the evenings and on the weekends; Approve Escoffier LLC/ dba Five Points Class C Retail Alcohol License with Catering Privileges, pending dramshop review and receipt of required documentation; Highway 44 Distribution Main Replacement – Phase 1 - action to approve Pay Estimate No. 2 – Max Smith Construction, LLC - \$132,088.95; Outdoor Community Swimming Pool Construction Project – action to approve Payment Application No. 10 – Sande Construction and Supply Co. - \$681,093.19; Approve reimbursement to Devon Hawbaker for sidewalk installation at 1607 Ash Street in the amount of \$84; Approve reimbursement to Josh Tiffany for sidewalk installation at 705 14th Street in the amount of \$16; Approve cigarette license for Casey's General Store effective July 1, 2023; Approve cigarette license for Dollar General Store effective July 1, 2023; Approve invoices for payment (review committee Strutt & Coon)] Motion passed 5-0.

City Attorney Ralph Brown recounted the 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. Brown also communicated that Becker has filed an application with the Iowa Supreme Court to review the Dallas County District Court's decision.

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.

Parks and Recreation Board

Motion by Coon, 2nd by Willrich approving the request to renew the City's membership in Iowa Parks. Motion passed 5-0.

Public Works

Public Works Director Brian Slaughter reported that the public works department has completed the following tasks: new mulch put down along Walnut Street; install new electric outlets at the base of the street lamps along Walnut Street; ongoing street patching; pool maintenance as needed; dust control on Fair View Drive; continued work on the lead pipe inventory; and Highway 44 water main completion except for restoration.

Motion by Kluss, 2nd by Beaudet 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. Motion passed 5-0.

Motion by Kluss, 2nd by Coon to approve disposing of items no longer required by the City including items located in the east end of the roller skating rink building in Mound Park. Motion passed 5-0.

Highway 44 Distribution Main Replacement- Phase 1 Engineer's Report

City Engineer Bob Veenstra reported project is completed except for seeding and restoration which will be completed in a couple of months.

Dallas Center Outdoor Community Swimming Pool Construction Project

Engineer Veenstra reported project is progressing toward completion. There are several things that need to be completed in time for the state inspection on June 22nd.

Motion by Kluss, 2nd by Willrich to approve Change Order No. 6 – Sande Construction & Supply Co. – increasing the contract amount by \$1,620. Motion passed 5-0.

Motion by Coon, 2nd by Strutt 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. Motion passed 5-0.

Cross Country Estates Plat 6 Low Pressure Sewer Project

Engineer Veenstra reported that Concrete & More has completed the project and only final clean up remains.

Motion by Coon, 2nd by Kluss to approve Partial Payment Estimate No. 2 (Final) – Concrete & More, LLC - \$2,375.00. Motion passed 5-0.

Motion by Kluss, 2nd by Coon to approve Partial Payment Estimate No. 3 (Retainage) – Concrete & More, LLC - \$2,619.50 to be paid 31 days following acceptance of the Project. Motion passed 5-0.

Motion by Coon, 2nd by Strutt to approve Resolution No. 2023-21 – acceptance of the Project. Roll call all ayes, motion passed.

City Engineer – Other Matters

Engineer Veenstra will be meeting with Charles Goodall from Skye View Estates next week which could lead to conversation about sanitary sewer.

Veenstra presented options for the council to consider regarding the streets in Cross County Estates and Country Living Estates. To capture the TIF base from January 1, 2022, the city needs to commit to certify the debt by November 30 of 2023.

Drainage District No. 76

Engineer Veenstra reported on the repair and maintenance of damaged structures and the need for the dredging of silt and debris in the open channel.

Motion by Kluss, 2nd by Coon to accept the Report of the Engineer. Motion passed 5-0.

Motion by Coon, 2nd by Beaudet to approve Resolution 2023-30 - ordering construction of the 2023 Repairs and Maintenance for Drainage District No. 76 Project. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Strutt to accept proposal of Dan Brubaker Enterprises in the amount of \$7,900 to install and replace 30-inch dual wall tile. Motion passed 5-0.

Motion by Coon, 2nd by Beaudet to accept proposal of Daugherty Construction, LLC in the amount of \$16,500 to dredge silt and debris in the outlet channel. Motion passed 5-0.

Motion by Strutt, 2nd by Kluss to approve 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. Roll call all ayes, motion passed.

Cross Country Estates Plat 6 Address Correction

Motion by Kluss, 2nd by Beaudet to approve 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). Roll call all ayes, motion passed.

Red Lion Dallas Center Solar, LLC

Mayor Beyer reported that he and Ralph have been working with Tim Whipple at Ahlers & Cooney, who used to be general counsel for MidAmerican. Beyer outlined the specifics of the final agreement between Red Lion Solar and the City of Dallas Center.

Motion by Coon, 2nd by Beaudet to approve Resolution 2023-33 – approving Solar Power and Services Agreement and authorizing Mayor to sign the Agreement on behalf of the City. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Strutt to approve 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. Roll call all ayes, motion passed.

Council’s Compensation Committee

Motion by Willrich, 2nd by Coon to approve the recommendations of the Compensation Committee on establishing city employee compensation effective June 24th for payroll dated July 12, 2023 as follows: Brian Slaughter \$42.47/hr, Brett Kaszinski \$31.42/hr, Josh Tiffany \$26.52/hr, Cindy Riesselman \$41.19/hr, April Scriver \$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, and Sheila Miller \$13.00/hr. Motion passed 5-0.

City Administrator

Motion by Kluss, 2nd by Willrich to authorize and approve payment of final invoices for FY2023 pending review by the June review committee – Strutt and Coon. Motion passed 5-0.

Motion by Coon, 2nd by Beaudet to approve Resolution 2023-35 – transfer of ARPA funds to the Water Capital Improvement Fund for the Hwy. 44 Water Main Project. Motion passed 5-0.

Motion by Willrich, 2nd by Kluss to set public hearing for Fiscal Year 2023-2024 City budget amendment for 7 p.m. on July 11, 2023. Motion passed 5-0.

Council reports

Councilwoman Ryan Coon voiced a citizen’s concern about vehicles not obeying traffic signs and children’s safety now that school is out for the summer.

Mayor’s report

Ribbon Cutting for Swimming Pool on Friday, June 23, 2023 at 4:00 pm.

Motion by Kluss, 2nd by Willrich 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). Roll call all ayes, motion passed.

Motion by Willrich, 2nd by Kluss to rise from closed session. Motion passed 5-0.

Motion by Willrich, 2nd by Strutt to adjourn. Motion passed 5-0.

The meeting adjourned at 8:22 pm.

Shellie Schaben, City Clerk

Claims

Access Granted Systems, LLC

Software

\$525.00

Access Systems Leasing	Copier	\$366.21
Access Systems	Copier	\$44.57
ACCO	Supplies	\$485.00
Accujet Ventilation Services	Sewer Lining	\$27,225.00
Agsourc 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 Serv	\$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 special session on June 23, 2023. Mayor Beyer called the meeting to order. Council members present included Amy Strutt, Ryan Coon, Angie Beaudet, Ryan Kluss and Daniel Willrich. City Attorney Ralph Brown was also present.

Mayor Daniel Beyer, Dallas Center Councilmembers Ryan Kluss, Ryan Coon, Angie Beaudet, Amy Strutt and Daniel Willrich along with pool personnel, Friends of the Pool and Parks and Recreation Board members gathered for the Dallas Center Community Swimming Pool ribbon cutting ceremony to officially open the swimming pool located at 1108 Vine Street at 4:00 pm on June 23, 2023.

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

Motion by Coon, 2nd by Kluss to approve hiring first-year lifeguards Henry Deaver at \$12.50/hour effective June 24, 2023 pending background check and lifeguard certification. Motion passed 5-0.

The meeting and gathering ended at approximately 4:15 pm.

Shellie Schaben, City Clerk

TREASURER'S REPORT
CALENDAR 6/2023, FISCAL 12/2023

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	552,767.48	76,132.81	61,969.50	.00	566,930.79
011 T&A (PD) BENEVOLENT	.00	.00	.00	.00	.00
015 T&A(FT)	413,534.74	2,756.26	.00	.00	416,291.00
021 T&A(SC)	12,418.12	4,152.36	.00	.00	16,570.48
029 CAPITAL IMPROVEMENT	211,079.91	67,456.04	367.00	.00	278,168.95
041 T&A(SL)	8,997.60	78.18	.00	.00	9,075.78
110 RUT	189,193.92	29,823.05	9,022.16	.00	209,994.81
112 T&A(EB)	26,985.78	106,312.46	18,390.28	.00	114,907.96
119 EMERGENCY LEVY FUND	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	427,150.43	53,453.59	480,604.02	.00	.00
125 TIF	12,137.75	573.87	6,088.42	.00	6,623.20
161 TREES	18,326.51	48.55	.00	.00	18,375.06
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	140,353.70	173.15	.00	.00	140,526.85
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	120,665.03	40,972.61	54,630.00	.00	107,007.64
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	883,740.75	278,416.20	801,615.56	.00	360,541.39
310 CAP IMPRV-AMERICAN RESCUE	146,425.96	.00	146,425.96	.00	.00
501 T&A(B)	15,719.79	9.86	.00	.00	15,729.65
502 T&A(Y)	13,679.76	9.75	.00	.00	13,689.51
600 WATER	443,035.11	45,630.26	39,339.65	.00	449,325.72
602 WATER CAPITAL OUTLAY	56,042.95	136,487.96	141,472.50	.00	51,058.41
610 SEWER	741,613.23	39,012.84	173,263.44	.00	607,362.63
740 STORM DISTRICT	75,417.27	5,096.09	273.30	.00	80,240.06
760 DRAINAGE DISTRICT 76	53.20	.00	53.20	.00	.00
Report Total	4,509,338.99	886,595.89	1,933,514.99	.00	3,462,419.89

BALANCE SHEET
CALENDAR 6/2023, FISCAL 12/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	3,507.30	18,520.06
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)	4,321.24	6,441.30
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-	.00
305-000-1110	CHECKING-PLAYGROUND EQUIP	.00	.00
307-000-1110	CHECKING-2012 HWY 44 TURN LANE	.00	.00
301-000-1110	CHECKING-CAP IMPROVE SEWER	.00	.00
308-000-1110	CHECKING-CAP IMPROVE - LIBRARY	.00	.00
309-000-1110	CHECKING-CAP IMPROVE POOL	.00	.00
310-000-1110	CHECKING-CAP IMPRV ARPA	.00	.00
501-000-1110	CHECKING-T&A(B)	.00	.00
502-000-1110	CHECKING-T&A(Y)	.00	.00
600-000-1110	CHECKING-WATER	4,626.16-	3,437.75
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	670.76	8,084.00
610-000-1111	CHECKING-SEWER SINKING	130,950.00-	.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	3,376.48-	4,828.81
760-000-1110	CHECKING-DRAINAGE DISTRICT 76	.00	.00
	CHECKING TOTAL	184,833.34-	41,311.92

BALANCE SHEET
CALENDAR 6/2023, FISCAL 12/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1120	PETTY CASH	.00	150.00
	PETTY CASH TOTAL	.00	150.00
001-000-1160	SAVINGS-GENERAL	50,656.01	248,260.73
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.00	.00
015-000-1160	SAVINGS-T&A(FT)	37,243.74-	21,291.00
021-000-1160	SAVINGS-T&A(SC)	4,152.36	6,570.48
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	149.17	56,451.64
029-000-1162	SAVINGS-DEPR PARK	5.46	2,065.46
029-000-1163	SAVINGS-DEPR SWIM POOL	.00	.00
029-000-1164	SAVINGS-DEPR P/W BLDG	66,862.36	192,385.17
029-000-1165	SAVINGS-DEPR FIRE	63.99	24,216.98
029-000-1166	SAVINGS-DEPR MEMORIAL HALL	8.06	3,049.70
041-000-1160	SAVINGS-T&A(SL)	78.18	9,075.78
110-000-1160	SAVINGS-RUT	20,628.93	114,916.69
110-000-1161	SAVINGS-DEPR RUT EQUIP	171.96	65,078.12
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	83,600.94	108,466.66
119-000-1160	SAVINGS-EMERG LEVY	.00	.00
121-000-1160	SAVINGS-LOST	427,150.43-	.00
121-000-1162	SAVINGS-LOST SWIM POOL	.00	.00
121-000-1163	SAVINGS-LOST SINKING	.00	.00
125-000-1160	SAVINGS-TIF	5,514.55-	6,623.20
161-000-1160	SAVINGS-TREE FUND	48.55	18,375.06
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	173.15	65,526.85
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	40,722.61	107,007.64
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	523,199.36-	360,541.39
310-000-1160	SAVINGS-CAP IMPRV ARPA	146,425.96-	.00
501-000-1160	SAVINGS-T&A(B)	9.86	3,729.65
502-000-1160	SAVINGS-T&A(Y)	9.75	3,689.51
600-000-1160	SAVINGS-WATER	49,240.94-	273,141.13
600-000-1161	SAVINGS-WATER SINKING	10,157.71	8,205.28
600-000-1162	SAVINGS-T&A(M)	.00	4,053.88
600-000-1163	SAVINGS-WATER IMPROVEMENT	.00	10,487.68
600-000-1164	SAVINGS-WATER RESERVE	.00	.00
602-000-1160	SAVINGS-WATER CAP OUTLAY	4,984.54-	51,058.41
610-000-1160	SAVINGS-SEWER	17,296.36-	360,452.30
610-000-1161	SAVINGS-SEWER SINKING	13,325.00	15,483.67

BALANCE SHEET
CALENDAR 6/2023, FISCAL 12/2023

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	8,199.27	75,411.25
760-000-1160	SAVINGS-DRAINAGE DISTRICT 76	53.20-	.00
	SAVINGS TOTAL	912,085.76-	2,228,957.97
001-000-1170	CD#48375-GENERAL	.00	250,000.00
001-000-1171	CD#48956-GENERAL	40,000.00-	50,000.00
015-000-1170	CD#48956-T&A (FT)	40,000.00	240,000.00
015-000-1171	CD#48375-T&A (FT)	.00	155,000.00
021-000-1170	CD#48956-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#48956-WATER	50,000.00	50,000.00
610-000-1170	CD#48956-SEWER	.00	200,000.00
610-000-1171	CD#48375-SEWER	.00	10,000.00
	CD'S TOTAL	50,000.00	1,192,000.00
	TOTAL CASH	1,046,919.10-	3,462,419.89

BUDGET REPORT
CALENDAR 6/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-110-6010	POLICE-WAGES	.00	.00	.00	.00
001-110-6181	POLICE-CLOTHING	.00	.00	.00	.00
001-110-6210	POLICE-DUES,M'SHIPS, SPE	.00	.00	.00	.00
001-110-6230	POLICE-TRAINING	.00	.00	.00	.00
001-110-6310	POLICE-OFFICE RENTAL/MAI	.00	.00	.00	.00
001-110-6331	POLICE-VEHICLE OPERATION	.00	.00	.00	.00
001-110-6332	POLICE-VEHICLE/EQUIP REP	.00	.00	.00	.00
001-110-6371	POLICE-UTILITIES	.00	.00	.00	.00
001-110-6373	POLICE-TELEPHONE	.00	.00	.00	.00
001-110-6413	PAYMENTS - OTHER AGENCIE	160,891.00	13,449.26	161,072.19	100.11
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	10,038.32	81.56
112-110-6130	POLICE-IPERS	12,181.00	1,015.04	12,150.95	99.75
112-110-6150	POLICE-GROUP INSURANCE	36,963.00	3,080.21	36,961.75	100.00
112-110-6155	POLICE-CITY SHARE HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	1,078.00	89.82	1,077.84	99.99
112-110-6170	POLICE-UNEMPLOYMENT	190.00	15.80	189.60	99.79
112-110-6181	POLICE-UNIFORM ALLOWANCE	600.00	50.00	600.00	100.00
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	224,211.00	18,538.69	222,090.65	99.05
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	50.00	169.61	2.83
001-150-6310	FIRE DEPT-BUILDING MAINT	3,000.00	259.00	931.65	31.06
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	57.21	2,697.09	89.90
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	85.00	7,165.92	65.14
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	139.95	1,686.82	105.43
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	227.11	5,495.52	77.40
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	89.71	4,060.65	135.36
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	73,600.00	768.01	69,367.08	94.25
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	1,675.99	104,886.19	68.84
001-170-6407	BUILDING INSPECTION FEES	52,000.00	4,354.80	21,774.20	41.87
	BUILDING INSPECTIONS TOT	52,000.00	4,354.80	21,774.20	41.87

BUDGET REPORT
CALENDAR 6/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

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	24,569.48	349,109.95	81.36
001-210-6010	STREETS-WAGES	50,368.00	5,917.39	46,618.04	92.55
001-210-6210	STREETS-DUES	.00	.00	297.14	.00
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	.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	1,647.86	63.38
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	45.00	1,352.50	135.25
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	.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	302.66	4,195.10	139.84
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	6,048.41	235,208.50	101.82
110-210-6425	RUT-SIDEWALK IMPROVEMENT	1,000.00	100.00	100.00	10.00
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	452.68	3,596.99	93.36
112-210-6130	STREETS-IPERS	4,755.00	556.91	4,312.04	90.68
112-210-6150	STREETS-GROUP INSURANCE	11,449.00	1,996.13	14,359.93	125.43
112-210-6155	CITY SHARE- HSA	2,500.00	83.43	2,109.57	84.38
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	306.00	706.00	176.50
	ROADS, BRIDGES, SIDEWALK	430,525.00	15,838.62	336,573.64	78.18
110-230-6371	RUT-STREET LIGHTS	22,000.00	1,381.44	17,411.69	79.14
110-230-6509	RUT-STREET SIGNS	3,500.00	1,189.65	1,407.01	40.20
	STREET LIGHTING TOTAL	25,500.00	2,571.09	18,818.70	73.80
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	.00	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	.00	8,552.40	57.02
	SNOW REMOVAL TOTAL	27,000.00	.00	15,217.39	56.36
001-290-6010	GARBAGE-WAGES	19,118.00	1,399.42	20,540.31	107.44
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	2,195.00	100.00
001-290-6418	GARBAGE-SALES TAX	6,901.00	517.05	5,988.27	86.77
001-290-6499	GARBAGE-FEES	267,104.00	22,836.72	263,668.14	98.71
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	107.06	1,571.26	107.40
112-290-6130	GARBAGE-IPERS	1,805.00	132.11	1,939.04	107.43
112-290-6150	GARBAGE-GROUP INSURANCE	8,166.00	712.28	10,749.02	131.63
112-290-6155	GARBAGE-CITY SHARE HSA	1,500.00	24.86	1,737.91	115.86

BUDGET REPORT
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PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	GARBAGE TOTAL	310,952.00	25,729.50	311,507.34	100.18
001-299-6010	GARAGE-WAGES	29,896.00	3,032.05	31,892.57	106.68
001-299-6310	GARAGE-BUILDING REPAIRS	10,000.00	.00	2,581.99	25.82
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	242.66	4,883.12	139.52
001-299-6332	GARAGE-VEHICLE REPAIRS	15,000.00	296.28	8,766.49	58.44
001-299-6371	GARAGE-UTILITIES	3,500.00	128.41	3,182.46	90.93
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,500.00	1.99	2,326.40	51.70
001-299-6490	STREET TREES	38,100.00	4,400.00	37,750.91	99.08
001-299-6507	GARAGE-OPERATING SUPPLIE	10,000.00	384.71	4,581.88	45.82
029-299-6799	DEPR-P/W BLDG EXPENSE	100,000.00	367.00	7,418.38	7.42
112-299-6110	GARAGE-FICA	2,287.00	231.96	2,439.82	106.68
112-299-6130	GARAGE-IPERS	2,822.00	284.84	2,959.29	104.86
112-299-6150	GARAGE-GROUP INSURANCE	7,301.00	1,118.78	8,676.74	118.84
112-299-6155	GARAGE-CITY SHARE HSA	1,463.00	49.00	1,648.37	112.67
112-299-6160	GARAGE-WORKER'S COMP	1,800.00	.00	1,329.00	73.83
	OTHER PUBLIC WORKS TOTAL	230,169.00	10,537.68	120,437.42	52.33
	PUBLIC WORKS TOTAL	1,024,146.00	54,676.89	802,554.49	78.36
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	6,429.07	81,324.41	91.10
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	8,000.00	1,086.00	7,434.22	92.93
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	86.62	17.32
001-410-6340	LIBRARY-COMPUTER MAINT	6,000.00	.00	10,420.95	173.68
001-410-6371	LIBRARY-UTILITIES	16,000.00	376.67	12,484.41	78.03
001-410-6373	LIBRARY-TELEPHONE	4,000.00	318.05	3,766.98	94.17
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,600.00	165.81	1,970.72	123.17
001-410-6502	LIBRARY-BOOKS	16,000.00	1,586.96	12,388.27	77.43
001-410-6505	LIBRARY-OFFICE FURNITURE	2,000.00	.00	406.83	20.34
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,500.00	1,652.56	4,490.56	69.09
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	491.82	6,221.37	91.10
112-410-6130	LIBRARY-IPERS	8,427.00	606.91	7,677.09	91.10
112-410-6150	LIBRARY-GROUP INSURANCE	25,793.00	2,143.83	24,751.43	95.96
112-410-6155	LIBRARY-CITY SHARE HSA	5,000.00	100.00	5,000.00	100.00
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 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
501-410-6502	T&A BOOKS-EXPENSE	.00	.00	.00	.00
	LIBRARY TOTAL	200,468.00	14,957.68	178,660.81	89.12
001-430-6010	PARKS-WAGES	49,977.00	7,395.31	45,756.45	91.56
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	5,181.58	5,664.49	47.20
001-430-6320	PARKS-GROUND MAINT/REPAI	43,750.00	4,673.02	29,308.10	66.99
001-430-6331	PARKS-VEHICLE OPERATION	3,000.00	320.00	1,990.32	66.34
001-430-6350	PARKS-EQUIP REPAIRS	1,500.00	70.22	159.35	10.62
001-430-6371	PARKS-UTILITIES	2,500.00	144.59	1,888.67	75.55
001-430-6385	PARKS-GRANT EXPENSES	.00	.00	.00	.00
001-430-6390	PARKS-DALLAS COUNTY FOUN	.00	.00	.00	.00
001-430-6399	PARKS-PARK EQUIP/MAINT	20,000.00	.00	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	.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	.00	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	565.77	3,500.39	91.56
112-430-6130	PARKS-IPERS	3,523.00	564.62	3,737.68	106.09
112-430-6150	PARKS-GROUP INSURANCE	1,897.00	1,445.96	4,730.77	249.38
112-430-6155	PARKS-CITY SHARE HSA	662.00	60.43	497.79	75.19
112-430-6160	PARKS-WORKER'S COMP	725.00	.00	929.00	128.14
112-430-6181	PARKS-UNIFORM ALLOWANCE	400.00	306.00	306.00	76.50
167-430-6320	T&A(BURNETT REC)-PARK IM	152,500.00	.00	133,811.40	87.75
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	319,857.00	20,727.50	251,222.98	78.54
001-440-6010	SWIM POOL-WAGES	63,970.00	3,101.72	53,665.76	83.89
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	61.05	471.37	94.27
001-440-6418	SWIM POOL-SALES TAX	2,500.00	1,102.08	1,427.86	57.11
001-440-6419	SWIM POOL-TECHNOLOGY SER	.00	.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	1,910.47	4,394.06	102.19
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	237.31	4,105.44	99.43
112-440-6130	SWIM POOL-IPERS	752.00	119.53	1,252.85	166.60
112-440-6150	SWIM POOL-GROUP INS	2,638.00	433.51	4,001.86	151.70
112-440-6155	SWIM POOL-CITY SHARE HSA	425.00	19.00	1,209.09	284.49
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 100.0%

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	6,984.67	78,465.33	71.71
	CULTURE & RECREATION TOT	629,739.00	42,669.85	508,349.12	80.72
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	1,022.86	8,070.59	100.88
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	770.06	4,883.31	108.52
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	1,792.92	53,059.24	83.30
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	12,000.00	80.00	9,420.05	78.50
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	80.00	9,496.42	75.37
	COMMUNITY & ECONOMIC DEV	94,300.00	1,872.92	62,555.66	66.34
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	9,520.00	99.17
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	6,205.28	6,205.28	62.05
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,500.00	334.08	6,341.36	97.56
001-610-6419	MAYOR/COUNCIL-TECHNOLOGY	1,500.00	.00	963.73	64.25
001-610-6490	MAYOR/COUNCIL-BONDS/DUES	57,000.00	62,000.00-	750.00	1.32
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	6,000.00	83.79	3,491.64	58.19
112-610-6110	MAYOR/COUNCIL-FICA	734.00	30.60	614.20	83.68
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	54,946.25-	30,902.90	32.41
001-620-6010	CLERK-WAGES	59,810.00	614.26	64,802.02	108.35
001-620-6210	CLERK-DUES	150.00	.00	247.68	165.12
001-620-6230	CLERK-EDUCATION/TRAINING	5,000.00	770.00	4,268.65	85.37

BUDGET REPORT
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PCT OF FISCAL YTD 100.0%

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	248.23	2,907.55	93.79
001-620-6419	CLERK-TECHNOLOGY SERVICE	30,000.00	451.02	26,951.93	89.84
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	103.00	1,031.72	103.17
001-620-6505	CLERK-OFFICE EQUIP PURCH	4,000.00	.00	75.47	1.89
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	477.42	5,046.20	117.35
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	70.00	1,246.00	83.07
112-620-6110	CLERK-FICA	4,575.00	46.98	4,957.45	108.36
112-620-6130	CLERK-IPERS	5,646.00	57.98	6,117.39	108.35
112-620-6150	CLERK-GROUP INSURANCE	21,804.00	.00	25,114.30	115.18
112-620-6155	CLERK-CITY SHARE HSA	4,825.00	14.56	8,494.25	176.05
112-620-6160	CLERK-WORKER'S COMP	450.00	.00	349.00	77.56
	CLERK/TREASURER/ADM TOTA	146,660.00	2,853.45	151,609.61	103.37
001-630-6403	ELECTIONS-EXPENSES	.00	.00	.00	.00
	ELECTIONS TOTAL	.00	.00	.00	.00
001-640-6405	ATTORNEY-MISC EXP	3,000.00	10,958.00	15,834.40	527.81
001-640-6411	ATTORNEY-RETAINER	36,000.00	3,000.00	36,000.00	100.00
	LEGAL SERVICES/ATTORNEY	39,000.00	13,958.00	51,834.40	132.91
001-650-6310	MEMORIAL HALL-BLDC MAINT	6,000.00	1,361.17	7,444.74	124.08
001-650-6320	MEMORIAL HALL-MISC EXPEN	4,400.00	245.54	3,960.59	90.01
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	230.46	5,102.61	78.50
001-650-6373	MEMORIAL HALL-TELEPHONE	600.00	50.00	600.00	100.00
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	260.00	3,120.00	72.56
001-650-6499	MEMORIAL HALL-ELEV MAINT	1,300.00	.00	992.40	76.34
	CITY HALL/GENERAL BLDGS	23,100.00	2,147.17	21,220.34	91.86
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	1,947.43	11,028.03	367.60
	OTHER GENERAL GOVERNMENT	3,000.00	1,947.43	11,028.03	367.60
	GENERAL GOVERNMENT TOTAL	371,119.00	34,040.20	325,827.72	87.80
307-210-6407	ENGINEERING	.00	.00	.00	.00
307-210-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
200-210-6801	DS PRINC-2005 STREETS	.00	.00	.00	.00
200-210-6802	DS PRINC-TIF FAIRVIEW	.00	.00	.00	.00
200-210-6803	DS PRINC-2011 STREETS	66,000.00	.00	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	.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	.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	.00	25,000.00	10.86
200-440-6854	DS INT-2022 POOL	.00	.00	67,773.00	.00
200-440-6899	DS-BOND REGISTRATION FEE	.00	.00	.00	.00
	RECREATION TOTAL	230,250.00	.00	92,773.00	40.29

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PCT OF FISCAL YTD 100.0%

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	45,000.00	45,000.00	100.00
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	8,207.50	16,415.00	99.99
200-815-6899	DS BOND REGISTRATIONS FE	2,345.00	1,172.50	2,345.00	100.00
	SEWER/SEWAGE DISPOSAL TO	63,761.00	54,380.00	63,760.00	100.00
200-865-6801	DS PRINC-2016 SW STORM	145,000.00	.00	145,000.00	100.00
200-865-6851	DS INT-2016 SW STORM	68,258.00	.00	68,257.50	100.00
200-865-6899	DS BOND REGISTRATION	500.00	250.00	500.00	100.00
	STORM DISTRICT TOTAL	213,758.00	250.00	213,757.50	100.00
	DEBT SERVICE TOTAL	587,783.00	54,630.00	450,304.50	76.61
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	42,444.16	147,043.30	91.90
309-440-6490	CAP IMPROVE POOL-BOND EX	.00	62,750.00	62,750.00	.00
309-440-6797	CAP IMPROVE POOL-BOCK GR	.00	.00	.00	.00
309-440-6798	CAP IMPROVE POOL-CAT GRA	.00	16,581.59	16,581.59	.00
309-440-6799	CAP IMPROVE POOL-EXPENSE	5,000,000.00	679,839.81	4,411,689.76	88.23
	RECREATION TOTAL	5,160,000.00	801,615.56	4,638,064.65	89.88
310-750-6374	CAP IMPRV ARPA-EXPENSES	265,016.00	9,938.00	132,533.00	50.01
	CAPITAL PROJECTS TOTAL	265,016.00	9,938.00	132,533.00	50.01
	CAPITAL PROJECTS TOTAL	5,425,016.00	811,553.56	4,770,597.65	87.94
600-810-6010	WATER-WAGES	91,635.00	7,275.81	94,817.31	103.47
600-810-6110	WATER-FICA	6,976.00	556.61	7,283.97	104.41
600-810-6130	WATER-IPERS	8,609.00	683.81	8,893.52	103.30
600-810-6150	WATER-GROUP INSURANCE	20,629.00	1,961.38	22,405.82	108.61
600-810-6155	WATER-CITY SHARE HSA	3,700.00	81.86	4,130.28	111.63
600-810-6160	WATER-WORKER'S COMP	3,000.00	.00	1,389.00	46.30
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	306.00	706.00	176.50
600-810-6210	WATER-DUES	1,500.00	787.00	1,386.38	92.43
600-810-6230	WATER-TRAINING	1,500.00	.00	955.00	63.67
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	67,000.00	6,686.58	76,708.60	114.49
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	7,900.00	9,005.37	36.02
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	129.72	2,034.60	101.73
600-810-6332	WATER-VEHICLE REPAIRS	500.00	.00	.00	.00
600-810-6340	WATER-OFFICE EQUIP	.00	.00	.00	.00
600-810-6350	WATER-CAPITAL PROJECTS	23,000.00	.00	21,818.00	94.86
600-810-6371	WATER-UTILITIES	25,000.00	1,195.46	27,322.94	109.29
600-810-6373	WATER-TELEPHONE	.00	.00	.00	.00
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	696.14	14,306.12	110.05
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 6/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

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	2,425.18	26,187.64	100.72
600-810-6419	WATER-TECHNOLOGY SERVICE	8,000.00	1,026.90	5,637.34	70.47
600-810-6499	WATER-TESTS	6,000.00	840.49	4,542.81	75.71
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	4,707.35	16,826.67	50.99
600-810-6506	WATER-OFFICE SUPPLIES	1,800.00	82.35	1,985.69	110.32
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	1,997.01	3,023.40	120.94
600-810-6780	WATER-CAPITAL IMPROVEMEN	.00	.00	.00	.00
600-810-6801	WATER DEBT-PRINC 1996	.00	.00	.00	.00
600-810-6802	WATER DEBT PRINC 1999	.00	.00	.00	.00
600-810-6803	WATER DEBT-PRINC 2008 WT	.00	.00	.00	.00
600-810-6854	WATER DEPT-INT 2008 WTR	.00	.00	.00	.00
600-810-6805	WATER DEBT-PRINC 2021	112,000.00	.00	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	.00	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	6,826.76	19,613.01	70.05
602-810-6780	WATER CAP OUTLAY-UTIL SY	345,000.00	134,645.74	318,560.33	92.34
	WATER TOTAL	928,941.00	180,812.15	833,037.00	89.68
610-815-6010	SEWER-WAGES	88,057.00	6,783.88	86,864.75	98.65
610-815-6110	SEWER-FICA	6,736.00	518.93	6,675.85	99.11
610-815-6130	SEWER-IPERS	8,313.00	637.51	8,036.32	96.67
610-815-6150	SEWER-GROUP INSURANCE	20,756.00	2,567.00	26,047.47	125.49
610-815-6155	SEWER-CITY SHARE HSA	4,925.00	116.86	6,719.82	136.44
610-815-6160	SEWER-WORKER'S COMP	3,000.00	.00	1,178.00	39.27
610-815-6181	SEWER-UNIFORM ALLOWANCE	400.00	306.00	706.00	176.50
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	.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	129.72	2,034.58	127.16
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	20,619.84	22,798.73	60.00
610-815-6371	SEWER-UTILITIES	35,000.00	1,966.66	30,435.16	86.96
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	.00	1,050.00	52.50
610-815-6407	SEWER-ENGINEERING	3,000.00	76.00	2,135.64	71.19
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	438.49	5,190.86	72.10
610-815-6419	SEWER-TECHNOLOGY SERVICE	8,000.00	1,091.88	5,958.82	74.49
610-815-6499	SEWER-TESTS	17,000.00	2,595.35	17,086.45	100.51
610-815-6506	SEWER-OFFICE SUPPLIES	1,500.00	82.35	1,985.77	132.38
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	2,007.47	2,067.35	103.37
610-815-6767	SEWER-FAIR VIEW DR SAN S	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 6/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6780	SEWER-CAPITAL OUTLAY PRO	.00	2,375.50	49,771.00	.00
610-815-6801	SEWER DEBT-PRINC-2001 ED	.00	.00	.00	.00
610-815-6802	SEWER DEBT-PRINC 1999	.00	.00	.00	.00
610-815-6803	SEWER DEBT-PRINC WASS	.00	.00	.00	.00
610-815-6804	SEWER DEBT-PRINC 2019 SR	102,000.00	102,000.00	102,000.00	100.00
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	25,331.25	50,662.50	100.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	7,238.00	3,618.75	7,237.50	99.99
	SEWER/SEWAGE DISPOSAL TO	444,738.00	173,263.44	459,769.76	103.38
740-865-6331	STORM DISTRICT-VEHICLE O	.00	.00	93.85	.00
740-865-6379	STORM DISTRICT-MAINT/REP	50,000.00	118.14	35,392.01	70.78
740-865-6407	STORM DISTRICT-ENGINEER	.00	.00	.00	.00
740-865-6411	STORM DISTRICT-LEGAL	.00	16.80	16.80	.00
740-865-6418	STORM DISTRICT-SALES TAX	1,300.00	108.36	1,300.88	100.07
740-865-6419	STORM DISTRICT-TECH SERV	3,000.00	30.00	940.03	31.33
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	273.30	37,743.57	69.51
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	53.20	193.20	.00
	OTHER BUSINESS TYPE TOTA	80,000.00	53.20	193.20	.24
	ENTERPRISE FUNDS TOTAL	1,507,979.00	354,402.09	1,330,743.53	88.25
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	480,604.02	1,132,881.58	71.74
125-910-6910	TIF-TRANSFER OUT	203,887.00	6,088.42	203,501.04	99.81
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	136,487.96	136,487.96	102.62
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 6/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

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	623,180.40	2,329,009.91	83.82
	TRANSFER OUT TOTAL	2,778,430.00	623,180.40	2,329,009.91	83.82

TOTAL EXPENSES BY FUNCTI	12,856,088.00	1,933,514.99	10,937,387.53	85.08
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June 2023 Dallas Center Calls for Service

Create Date/Time	Call Type	Location
6/1/2023 5:06	FALLS	1706 ASH ST, DALLAS CENTER
6/1/2023 22:13	HEART PROBLEMS	1006 LINDEN ST 437, DALLAS CENTER
6/2/2023 6:41	FIRE ALARM	1006 LINDEN ST, DALLAS CENTER
6/2/2023 6:55	FIRE ALARM	1006 LINDEN ST, DALLAS CENTER
6/2/2023 10:41	911 HANGUP	240TH ST / ORDER DR, DALLAS CENTER
6/2/2023 11:38	HEART PROBLEMS	1200 LAUREL ST, DALLAS CENTER
6/2/2023 11:42	911 HANGUP	240TH ST / ORDER DR, DALLAS CENTER
6/2/2023 13:55	911 MISDIAL	100 11th ST, DALLAS CENTER
6/3/2023 16:59	MEDICAL TRANSPORT EMERGENT	1006 LINDEN ST, DALLAS CENTER
6/3/2023 19:49	911 MISDIAL	804 VINE ST, DALLAS CENTER
6/4/2023 5:51	911 MISDIAL	240TH ST / ORDER DR, DALLAS CENTER
6/5/2023 6:30	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
6/5/2023 9:21	RETURN PHONE CALL	900 SYCAMORE ST, DALLAS CENTER
6/5/2023 17:59	DOMESTIC	1406 WALNUT ST A, DALLAS CENTER
6/5/2023 18:53	911 MISDIAL	240 TH ST / ORDER DR, DALLAS CENTER
6/5/2023 19:16	PSYCHIATRIC/ABNORMAL BEHAVIOR	702 VINE ST, DALLAS CENTER
6/5/2023 19:36	SICK PERSON	129 LAKE SHORE DR, DALLAS CENTER
6/6/2023 3:42	911 MISDIAL	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
6/6/2023 12:12	DISTURBANCE	1406 WALNUT ST A, DALLAS CENTER
6/6/2023 14:24	911 MISDIAL	240TH ST / ORDER DR, DALLAS CENTER
6/6/2023 15:34	911 MISDIAL	1400 VINE ST, DALLAS CENTER
6/6/2023 23:16	911 HANGUP	107 14TH ST, DALLAS CENTER
6/7/2023 8:38	THEFT	804 FAIRVIEW DR, DALLAS CENTER
6/7/2023 14:11	FALLS	206 11TH ST, DALLAS CENTER
6/8/2023 14:07	RETURN PHONE CALL	609 LINDEN ST, DALLAS CENTER
6/10/2023 18:30	DOMESTIC	306 KELLOGG AVE, DALLAS CENTER
6/10/2023 18:56	ALARM	1202 SUGAR GROVE AVE, DALLAS CENTER
6/10/2023 19:15	911 HANGUP	1204 LINDEN ST, DALLAS CENTER
6/11/2023 16:32	911 HANGUP	LAT: 41.6786; LON: -93.9571
6/12/2023 2:47	PREMISES CHECK	806 LINDEN ST, DALLAS CENTER
6/12/2023 11:39	MVC-PD	504 14TH ST, DALLAS CENTER
6/12/2023 14:35	SUSPICIOUS	1706 SYCAMORE ST, DALLAS CENTER
6/12/2023 14:49	911 MISDIAL	1000 LINDEN ST, DALLAS CENTER
6/12/2023 18:30	SICK PERSON	1006 LINDEN ST, DALLAS CENTER
6/12/2023 19:27	STALKING	107 15TH ST, DALLAS CENTER
6/13/2023 8:55	PROPERTY REPORT	1502 WALNUT ST, DALLAS CENTER
6/13/2023 12:47	ORDINANCE VIOLATIONS	1404 SUGAR GROVE AVE, DALLAS CENTER

6/13/2023 18:31	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
6/14/2023 11:14	ABANDONED VEHICLE	1509 FAIRVIEW DR, DALLAS CENTER
6/14/2023 11:33	ALARM	1108 VINE ST, DALLAS CENTER
6/14/2023 13:19	WELFARE CHECK	1202 SUGAR GROVE AVE, DALLAS CENTER
6/14/2023 16:39	911 HANGUP	240TH ST / ORDER DR, DALLAS CENTER
6/14/2023 17:48	STALKING	304 KELLOGG AVE, DALLAS CENTER
6/14/2023 21:16	911 HANGUP	1100 SUGAR GROVE AVE, DALLAS CENTER
6/14/2023 23:43	WELFARE CHECK	240TH ST / ORDER DR, DALLAS CENTER
6/15/2023 4:27	TRAFFIC STOP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
6/15/2023 10:54	ORDINANCE VIOLATIONS	400 13TH ST, DALLAS CENTER
6/15/2023 14:26	FIRE ALARM	1400 VINE ST, DALLAS CENTER
6/15/2023 16:11	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
6/15/2023 19:21	911 HANGUP	240TH ST / ORDER DR, DALLAS CENTER
6/16/2023 2:25	CHEST PAIN	101 RHINEHART AVE, DALLAS CENTER
6/16/2023 13:07	SUSPICIOUS	1404 SUGAR GROVE AVE, DALLAS CENTER
6/16/2023 14:17	EXTRA WATCH	105 11TH ST, DALLAS CENTER
6/16/2023 17:34	FOLLOW UP INVESTIGATION	1406 WALNUT ST A, DALLAS CENTER
Total	DALLAS CENTER 321 HOURS PATROL, 14 HOURS ON CALLS, 335 HOURS TOTAL, 320 REQUIRED	97

FIRE & EMS REPORT

June 2023

Total calls : 33

FIRE 15 total

3 MVC

1 Grass fires

6 fire alarm

2 special assignment

1 vehicle fire

2 structure fire

EMS 18 Total

18 calls for service (14City/4 Rural)

JUNE 2023 CODE ENFORCEMENT REPORT DALLAS CENTER

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
		BEGIN 2017				
		BEGIN 2019				
		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	
2022-191	1201 Vine	Junk	12/19/2022	1/13/2023 4/14/23 5/18/23	Advisory- 3/28/23 Certified- 5/2/23 FINAL	6/19/2023

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-6/5/23 Refer to City	
		BEGIN 2023				
2023-003	306 Kellogg	Junk	1/3/2023	1/10/2023 1/25/23	M- 1/10/23 Advisory	6/19/2023
2023-058	1200 Ash	Parking	4/3/2023	4/11/2023 5/4/23 6/21/23	M - 4/18/23 Advisory- 6/5/23 Certified	
2023-074	1204 Ash	Parking	5/2/2023	5/18/2023 6/21/23	Advisory 6/5/23 Certified	
2023-078	804 Vine	Junk	5/8/2023	5/15/2023	M	6/12/2023
2023-084	1201 Walnut	Junk	5/8/2023	5/15/2023	Certified	
2023-098	604 Percival	Grass	5/15/2023	5/22/2023	Advisory	6/5/2023
2023-100	1229 Maple	Grass	5/15/2023	5/22/2023	Advisory	6/5/2023
2023-102	1506 Cherry	Grass	5/22/2023	5/29/2023	Advisory	6/5/2023
2023-104	204-11	Junk	5/22/2023	5/29/2023 6/15/23	M- 5/29/23	6/12/2023
2023-108	707-10	Junk	5/22/2023	5/29/2023	M	6/5/2023
2023-125	300-11	Grass	5/29/2023	6/6/2023	Advisory	6/5/2023
2023-126	1419 Walnut	Grass	5/29/2023	6/6/2023	Advisory	6/12/2023
2023-127	1413 Walnut	Grass	5/29/2023	6/6/2023	Advisory	6/12/2023
2023-128	104-14	Junk	5/29/2023	6/6/2023	M	6/5/2023
2023-129	107 Lakeshore	Grass	5/29/2023	6/6/2023	Advisory	6/12/2023
2023-130	504 Sycamore	Grass	5/29/2023	6/6/2023	Advisory	6/12/2023
2023-131	505 Sycamore	Grass	5/29/2023	6/6/2023	Advisory	6/12/2023
2023-132	Parcel 1101151007	Grass	5/29/2023	6/6/2023	Advisory	6/12/2023
2023-133	Parcel 1101153007	Grass	5/29/2023	6/6/2023	Advisory	6/12/2023
2023-134	503 Sycamore	Grass	5/29/2023	6/6/2023	Advisory	6/12/2023
2023-135	205-10	Junk	6/5/2023	6/12/2023	M	6/12/2023
2023-136	300-10	Junk	6/5/2023	6/12/2023	M	6/12/2023

2023-137	1002 Vine	Vehicle	6/5/2023	6/12/2023	M	6/19/2023
2023-138	1504 Cherry	Grass	6/5/2023	6/8/2023	Advisory	6/12/2023
2023-139	805 Hattton	Grass	6/5/2023	6/8/2023	Advisory	6/12/2023
2023-140	1903 Sugar Graove	Parking	6/5/2023	6/12/2023	M	6/12/2023
2023-141	803 Vine	Parking	6/12/2023	6/29/2023	Advisory	6/19/2023
2023-142	803 Percival	Parking	6/12/2023	6/19/2023	M	6/19/2023
2023-143	84 Kellogg	Grass	6/13/2023	6/18/2023	Advisory	6/26/2023
2023-144	595 Sugar Grove	Grass	6/19/2023	6/26/2023	Advisory	
2023-145	707-10	Parking	6/19/2023	6/26/2023	M	6/26/2023
2023-146	708 Vine	Grass	6/19/2023	6/26/2023	Advisory	6/26/2023
2023-147	601 Oak Ct	Grass	6/19/2023	6/26/2023	Advisory	6/26/2023
2023-148	604 Oak Ct	Grass	6/19/2023	6/26/2023	Advisory	6/26/2023
2023-149	Birch	Grass	6/19/2023	6/26/2023	Advisory	6/26/2023
2023-150	400-13	Alley	6/19/2023	6/26/2023	M	
2023-151	300-14	Grass	6/19/2023	6/26/2023	Advisory	
2023-152	801 Percival	Grass	6/19/2023	6/26/2023	Advisory	6/26/2023
2023-153	609 Birch	Grass	6/19/2023	6/26/2023	Advisory	6/26/2023
2023-154	101 Rhinehart	Junk	6/26/2023	7/10/2023	Advisory	
2023-155	807 Percival	Parking	6/26/2023	7/3/2023	M	
2023-156	1506 Cherry	Grass	6/26/2023	7/3/2023	Advisory	
2023-157	300-11	Grass	6/26/2023	7/3/2023	Advisory	
2023-158	1004 Laurel	Junk	6/26/2023	7/3/2023	M	
2023-159						

Monthly Water Report

Date	Jun-23																					
Water Plant																						
Total Gal.>	4,702,200	Max	315,400	Min	70,000	Avg	156,700	Gpm	237													
Total Hrs.>	330.7	Max	19.9	Min	4.4	Avg	11.0															
Last Month.>	4,593,700	Max	258,100	Min	59,900	Avg	148,184	Gpm	237													
Last Year.>	4,495,600	Max	210,300	Min	103,000	Avg	149,900	Gpm	257													
Lbs.of Chlorine	342	Lbs of Fluoride	49	Gallons of salt brine	4,052																	
Chlorine.Mg/l	0.64	Fluoride.Mg/l	0.7	Hardness. Mg/l	91	Iron. Mg/l	0.03	Nitrate.Mg/l														
Well																						
Date	6/7/2023																					
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm		
Well # 7	24	6	18	60																		
Well # 9	24	12	12	100																		
Well # 10	26	10	16	120																		
Well # 11	32	8	24	240																		
Water Meters																						
	New Installs				Read In																	
	Replace Meter				Read Out																	
	Replace Radio				Shut off For nonpayment																	
	Read																					
	Repair																					
Fire Hydrants	New Install				Flush Hyd				Repair Hyd													
Water Plant																						
Water Tower																						
Reservoir																						
Dist. System																						
Wells	6/7/2023 - Tested wells 7-9-10-11. Called Northway to clean Well 7 due to low production.																					
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 & BATTEN, LLC

Address: 1408 WALNUT STREET, DALLAS CENTER, IA 50063

Phone: [REDACTED]

Contact Person: TERRI / BRYAN GEORGE

Phone: [REDACTED]

Date of Event: 7/20/23 Time(s): 5 PM to 11 PM

Nature of Activities: CONCERT OVERFLOW 6:30PM-8:30PM FOLLOWED BY AFTER CONCERT PARTY FEATURING LIVE MUSIC, FOOD, DRINKS (INCLUDING ALCOHOLIC WITH IA PERMIT FOR LIQUOR LICENSE EXTENSION).

Streets/Intersections Requested to Be Blocked Off: WALNUT ST FROM W-SIDE OF ALLEY (WEST OF BOARD & BATTEN) AND W-SIDE OF 14TH ST ONLY. SEE DIAG BELOW.

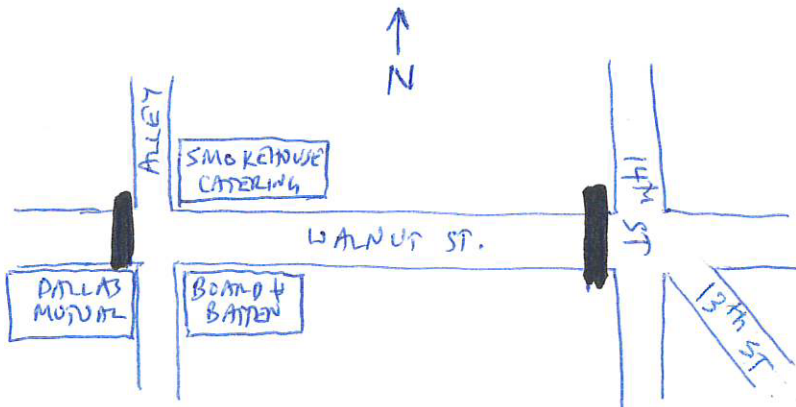
[Signature]
Signature of Applicant

6/19/23
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.

City Council Approved
 Denied

Copies to: SO
FD
PW



13th STREET

14th STREET

STREET CLOSED

WALNUT ST

DRINKS
ROPE OF
ALLEY

BOARDED
BATTEN, LLC

1408
WALNUT

ALLEY
(NON-VEHICLE)

ALLEY/
PARK

STREET CLOSED





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
BOARD AND BATTEN, LLC	Board and Batten, LLC	[REDACTED]		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1408 Walnut Street		Dallas Center	Dallas	50063
MAILING ADDRESS	CITY	STATE	ZIP	
1408 Walnut Street	Dallas Center	Iowa	50063	

Contact Person

NAME	PHONE	EMAIL
Bryan George	[REDACTED]	[REDACTED]

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BW0097508	Special Class C Retail Alcohol License	12 Month	Pending Dramshop Review
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
May 1, 2023	Apr 30, 2024		
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

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Illinois Casualty Co

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

July 20, 2023

July 20, 2023

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

13th STREET

14th STREET

STREET CLOSED

WALNUT ST

DRINKS
ROPED OFF
ALLEY

BOARD
of
BATTEN, LLC

1408
WALNUT

ALLEY
(NON-VEHICLE)

ALLEY/
PARK

STREET CLOSED

← N



CITY OF DALLAS CENTER STREET CLOSING PERMIT REQUEST

This request must be submitted 30 days prior to the event

Applicant/Organization: Dallas Center Fall Festival Committee

Address: N/A

Phone: N/A

Contact Person: Lezlie Ellerman

Phone: [REDACTED]

Date of Event: August 25 – 26 Time(s): Wednesday, August 23rd (Yellow), Friday, August 25th (Green), Saturday, August 26th (Red, Blue* & Orange*) (*Streets in Blue & Orange will reopen immediately following the parade. See attached for a more detailed description and map.

Nature of Activities: Fall Festival

Streets/Intersections Requested to Be Blocked Off: See Attached

L. Ellerman
Signature of Applicant

7/6/23
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.

City Council Approved
 Denied

Copies to: SO
FD
PW

Dallas Center Fall Festival 2023
Proposed Street Closings – August 25-26

WEDNESDAY–August 23, 2023 – Carnival Setup – 4:00 pm (Yellow)

- Walnut Street from 15th to 14th Street
- 14th Street from first alley north of Walnut to first alley south of Walnut
- 15th Street from Walnut north to Ash Street
- Front Street from Walnut to the east entrance of the post office

Thursday – August 24, 2023

- Continue all street closings from Wednesday

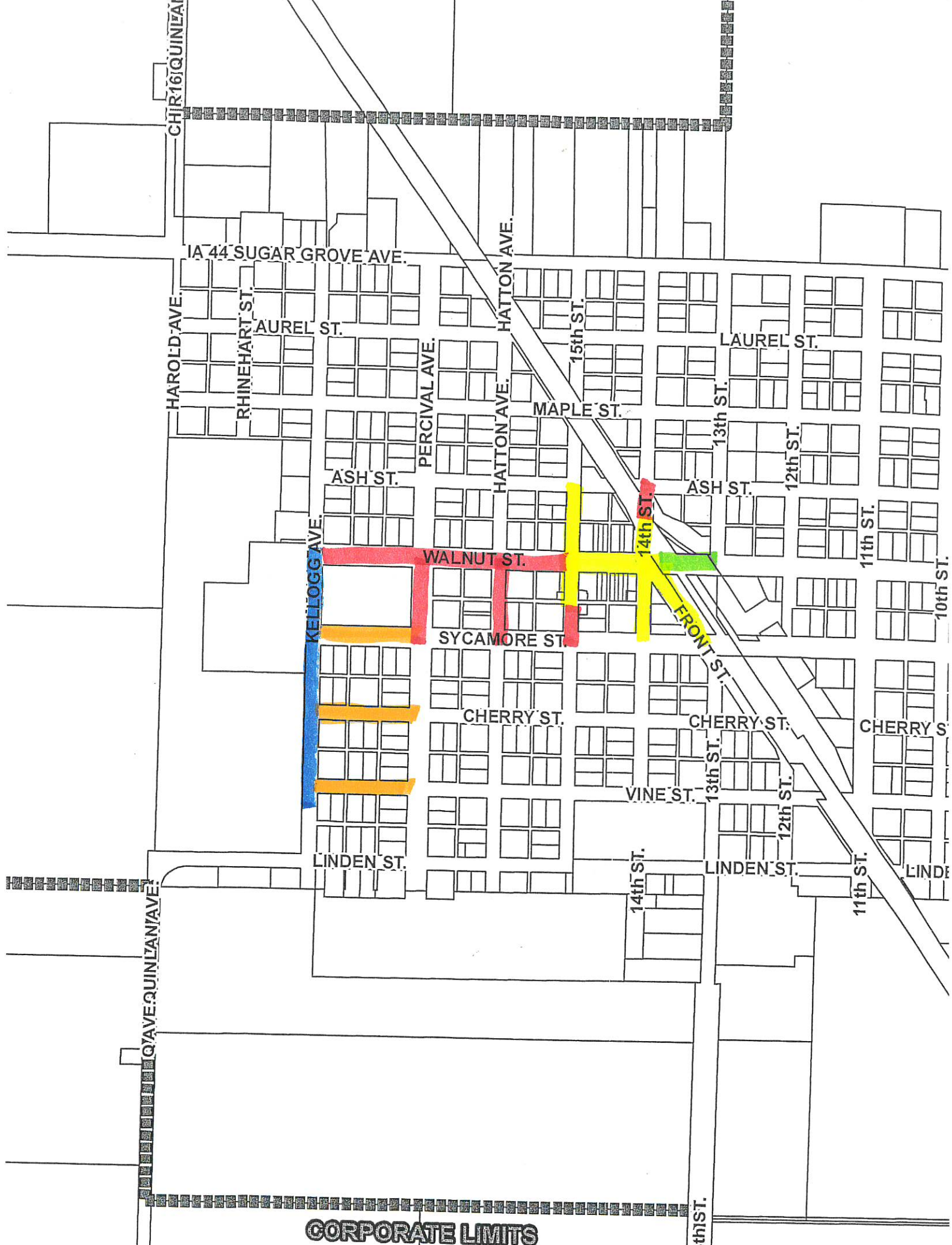
FRIDAY – August 25, 2023 – Street closings at 12:00 noon

- Continue all street closings from Thursday
- Walnut from 14th Street to the RRVT (Green)

SATURDAY – August 26, 2023 – Street closings at 7:00 am (Red)

- Continue all street closings from Wednesday – Friday
- Walnut Street closed from Kellogg Ave. east to 15th Street
- 14th Street closed from Walnut north to Ash Street
- 15th Street closed from Walnut south to Sycamore (for parade route extension)
- Hatton Avenue closed from Walnut to Sycamore
- North parking lot at Mound Park closed
- Kellogg Avenue closed from Walnut south to Vine for parade lineup (Blue)*
- Sycamore, Cherry and Vine Streets closed from Kellogg to Percival for parade lineup (Orange)*

*Blue & Orange can be reopened after the parade



CHIR 16 QUINIZAN

IA 44 SUGAR GROVE AVE.

HAROLD AVE.

RHINEHART ST.

AUREL ST.

HATTON AVE.

15th ST.

LAUREL ST.

PERCIVAL AVE.

MAPLE ST.

13th ST.

12th ST.

ASH ST.

HATTON AVE.

ASH ST.

11th ST.

KELLOGG AVE.

WALNUT ST.

14th ST.

FRONT ST.

10th ST.

SYCAMORE ST.

CHERRY ST.

CHERRY ST.

CHERRY S

VINE ST.

13th ST.

12th ST.

LINDEN ST.

14th ST.

LINDEN ST.

11th ST.

LINDE

Q AVE. QUINIZAN AVE.

CORPORATE LIMITS

3th ST.

PERMIT FOR PYROTECHNICS DISPLAY
DALLAS CENTER FIRE DEPARTMENT
DALLAS CENTER, IOWA

Date and Time of Display: August 26, 2023 ~ Dusk

Rain Date: August 27, 2023

SITE INFORMATION

Name Burnett Complex

Property Owner's Name City of Dallas Center, Iowa

Address 1502 Walnut Street

City, State, Zip Dallas Center, Iowa 50063

Telephone Number 515-992-3725

Telephone Number _____

Fallout Perimeter Designated by see attached site map

Maintained by crew will have spotters and barricade ribbon

PYROTECHNIC COMPANY

Name J + M Displays, Inc.

Contact Person Mark R. Johnson

Address _____

Telephone _____

Number of Personnel to be on-site ~ 4

Lead Pyrotechnic Operator Matt Kellar _____

Support Personnel Amy Rogers

Support Personnel Shaun Rogers

Support Personnel David Nassif

Support Personnel _____

I, the undersigned do hereby agree to comply with all Local, State, and Federal Laws.

Mark R. Johnson

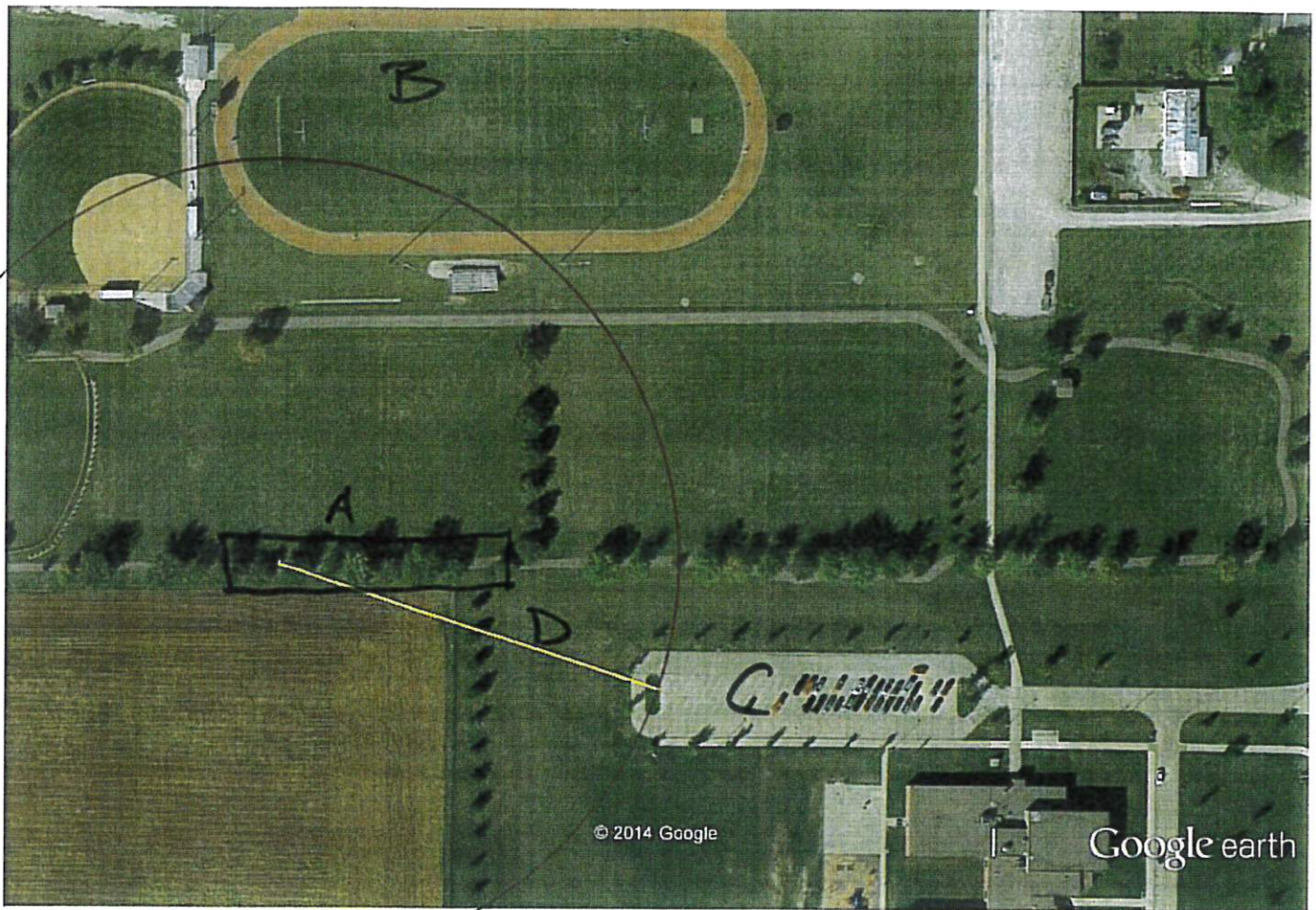
Name of Applicant (type or print) Signature of Applicant

Mark R. Johnson

Name of Property Owner (type or print) Signature of Property Owner

City of Dallas Center, Iowa

Date of Application June 19, 2023



Google earth



- A - Fireworks shoot area Proposed. IF Parking lot "C" is clear and closed, area could be shifted East.
- B Football field/Track. Audience encouraged to view from N side of field.
- C Parking lot
- D 420' measurement shown, set back distance required for 6" shells

Dallas Center shoot site Proposed



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: Red Lion Renewables, LLC

Address: [REDACTED]

Phone: [REDACTED]

Contact Person: Terry Dvorak

Phone: _____

Date of Event: August 7-11 Time(s): _____ to _____

Nature of Activities: Stage solar materials in street

Streets/Intersections Requested to Be Blocked Off: 1300 block of Walnut Street from 13th to 14th Street

Signature of Applicant

Date

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

City Council _____ Approved
 _____ Denied

Copies to: SO
 FD
 PW



CANOPY LOCATION

CONSTRUCTION FENCE

Storage Connex

SIDEWALK CLOSED WHEN CRANE IS PRESENT - 4 DAYS

TRAIL DETOUR

CLOSE ROAD WHEN CRANE IS PRESENT - 4 DAYS

P&Z Report – June 27, 2023

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

Dear Mr. Mayor and Members of the Council:

The Dallas Center Planning & Zoning Commission met Tuesday, June 27, 2023 at 6:30 P.M. at Memorial Hall. Commission members Abby Anderson, Amanda Davison, Perry Gruver, Jim Pohl, Thomas Strutt and Matt Ostanik were present. Linda Licht was absent. City Attorney Ralph Brown and City Engineer Bob Veenstra also were present and participated.

Public Communications

Julie Becker stated concerns about cul-de-sacs. Bob King shared information about possible Heritage Park pavilion plans.

Open Shelter by the Swimming Pool

The Commission reviewed and discussed proposed site and architectural plans for a new open shelter between the swimming pool and the bike trail. Jim Pohl expressed concerns about improving the aesthetics of the shelter.

After discussion, Perry Gruver moved and Thomas Strutt seconded to recommend that City Council approve the site and architectural plans for the shelter. Ayes – Anderson, Davison, Gruver, Strutt, Ostanik. Nays – Pohl. The motion passed 5-1.

Driveway Setbacks on Cul-De-Sacs

The Commission continued discussion from the last meeting about considerations with driveway setbacks on cul-de-sacs. The City requires driving and parking areas to be set back 5' from the property line. The 5' setback creates complications on cul-de-sac lots with angled property lines, and the City has received requests to modify the requirement on such lots.

The Commission reviewed and discussed a draft ordinance to amend City Code to allow the tapering to no less than one foot at the entrance to the street of the required five-foot separation between the driveway and the side lot line on pie-shaped lots located on cul-de-sacs.

The Commission further reviewed and discussed an example cul-de-sac from Waukee. The City Engineer stated that most other cities do not require a five-foot driveway setback on cul-de-sacs.

The Commission further reviewed and discussed an aerial view of Dallas Center's existing cul-de-sacs which shows that multiple existing properties are already not following the five-foot setback requirement.

After discussion, Matt Ostanik moved and Jim Pohl seconded to recommend that City Council approve the proposed ordinance. Ayes – Gruver, Pohl, Strutt, Ostanik. Nays – Anderson, Davison. The motion passed 4-2.

Request for Modifications to R-1-55 Flex Zoning Requirements

The Commission discussed a request from the developers of The Neighborhood Plat 2 for modifications to the R-1-55 Flex zoning requirements to allow a smaller side yard setback in order to construct more three-car garages on narrow lots.

Commission members stated that they do not support changing the current requirements. No motion was made and no action was taken.

Home Inc. Housing Program

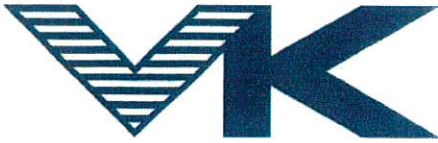
The Commission discussed a Des Moines area nonprofit, Home Inc., that is seeking to build up to five new single-family houses for lower income families in one or more Des Moines area communities. Matt Ostanik and Bob King have spoken with Home Inc. about the possibility of Dallas Center participating in their program.

Dallas Center likely does not have many available lots in the existing older part of town (at first glance, between 1 and 3 possibly buildable lots). In order for Dallas Center to participate, a developer would likely need to donate lots in one of the new developments.

Bob King is inviting representatives from Home Inc. to speak at an upcoming Rotary meeting. He also will invite representatives from the local developers to attend.

No action was taken.

Respectfully submitted,
Matt Ostanik
P&Z Commission Chair



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 21, 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
OPEN SHELTER

The writer has completed an initial review of the proposal to construct a 24' x 30' open shelter adjacent to the new Outdoor Community Swimming Pool. Attached are copies of two drawings provided by Bob King illustrating the concept of the shelter.

The building is an open shelter with a concrete floor and a roof. There are no walls for the shelter.

The drawings of the shelter do not comply with all of the listed requirements for a site plan. Historically, the City's standard for review of a site plan is whether the information submitted is adequate for review of the proposed project. Given the nature of the project the submittal appears to be adequate.

With respect to the requirements of the site plan ordinance, the following is noted:

1. There is no driveway access to the site.
2. Access to the site is from a sidewalk that will extend from the trail to the pool area.
3. There is no water service to the shelter. As part of the swimming pool project the City will be installing a drinking fountain in the general vicinity of the shelter.
4. There is no sanitary sewer service to the site.
5. The construction of the shelter will increase the rate and volume of stormwater runoff. As part of the swimming pool project the City determined stormwater detention would not be required in this area due to the lack of suitable stormwater drainage facilities. A waiver

Cindy Riesselman

June 21, 2023

Page 2

of the requirement for stormwater management would be consistent with the City's decision on stormwater management for the swimming pool project.

6. There is no exterior lighting for the project.

The shelter is considered a nonresidential facility. The shelter would be subject to the architectural standards. The open shelter does not have any exterior wall materials that would be applicable under the architectural standards. The City's architectural standards do not address roof material. The City's architectural standards ordinance does not an open shelter without walls. It would appear appropriate action would be to either determine the shelter is in compliance with the provisions of the architectural standards or the architectural standards are not applicable to an open wall-less shelter.

In summary, the writer has identified no issues with respect to the site plan ordinance. The open shelter although technically subject to the architectural standards ordinance does not include any wall materials which is what is regulated under the architectural standards.

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.



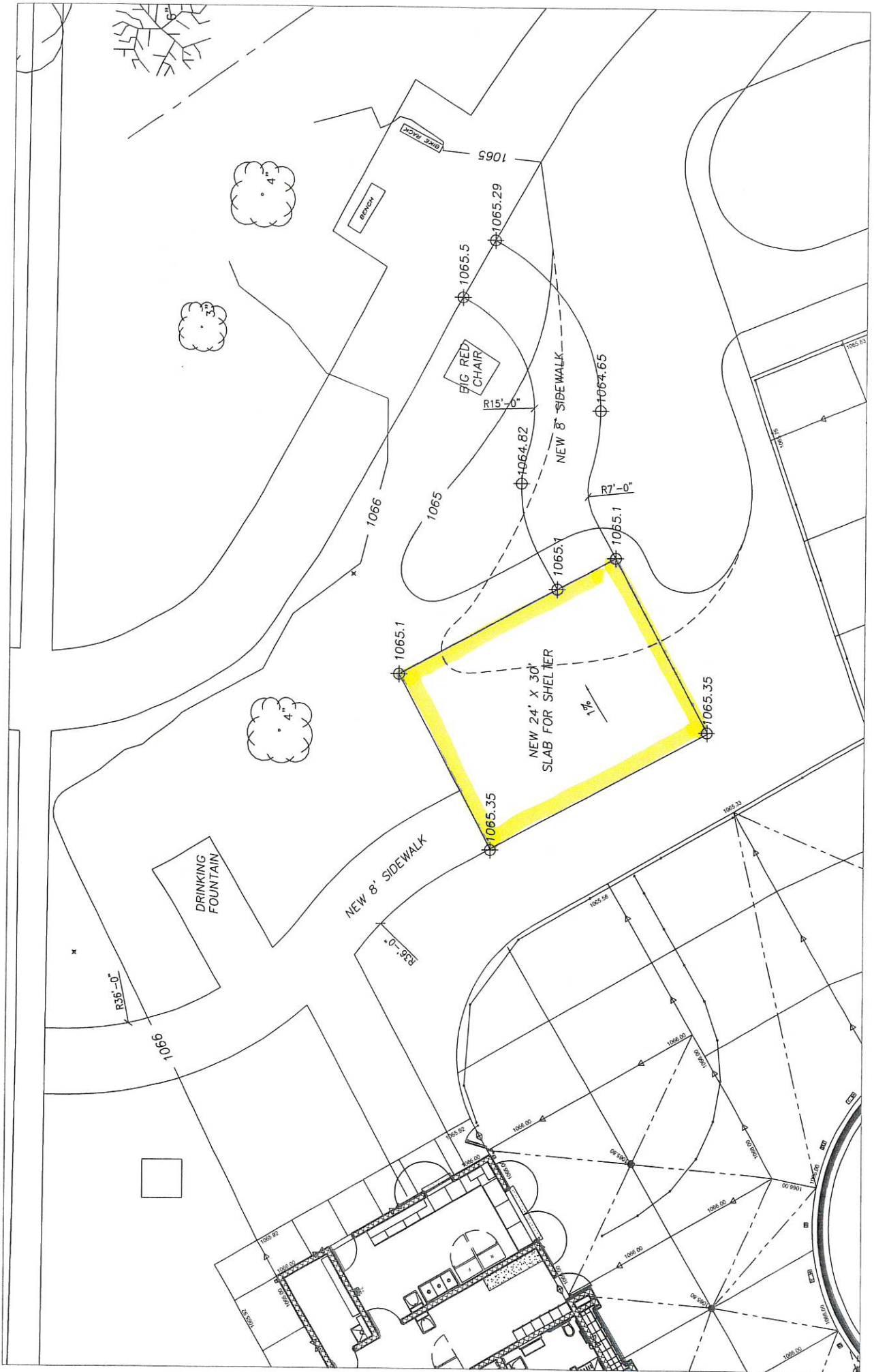
H. R. Veenstra Jr.

HRVJr:rsb

212192

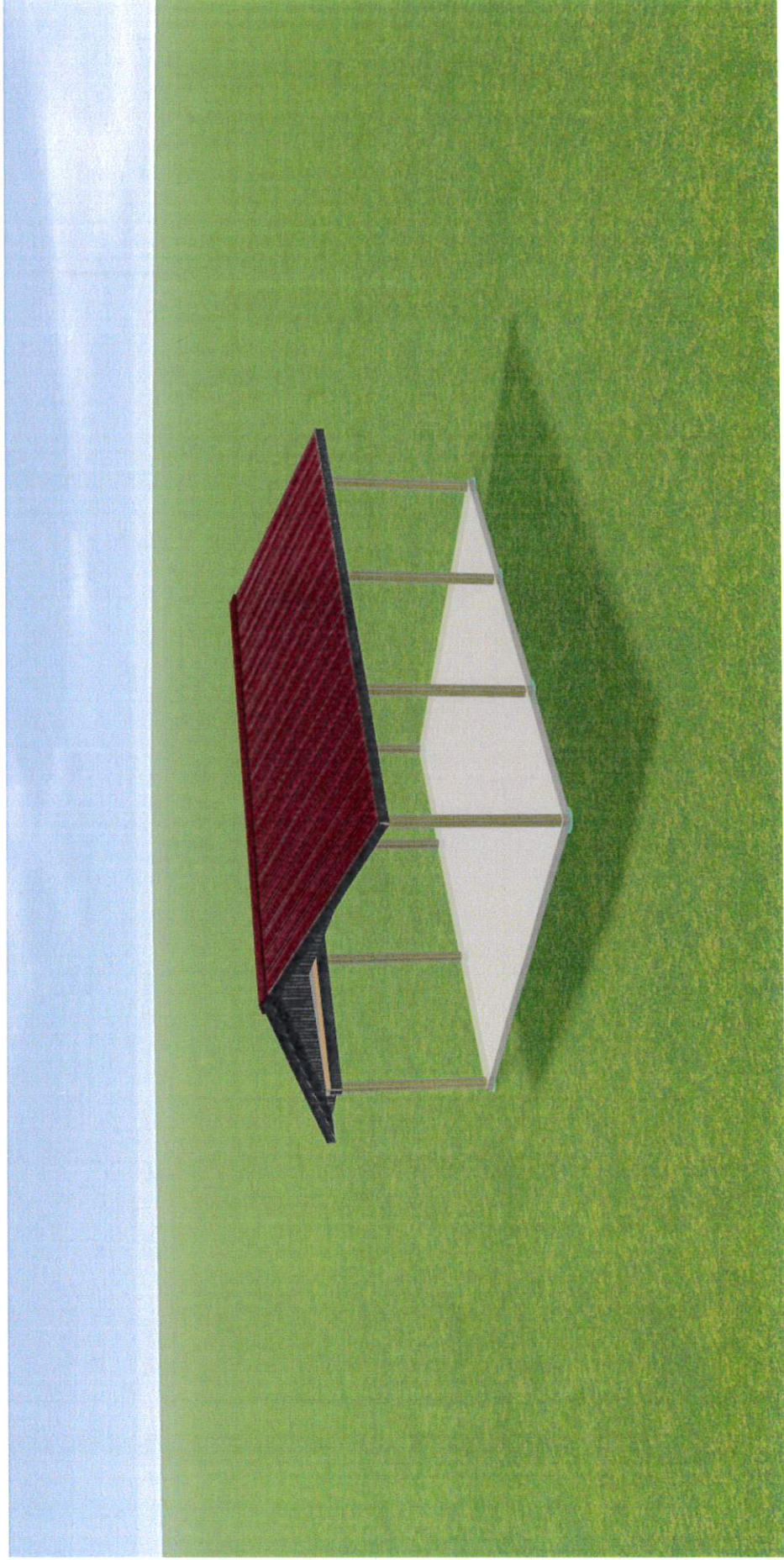
Enclosure

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



Job: Cover/Dallas Center Pool 24x30x10
Date: 7/3/2023
Time: 11:28 AM

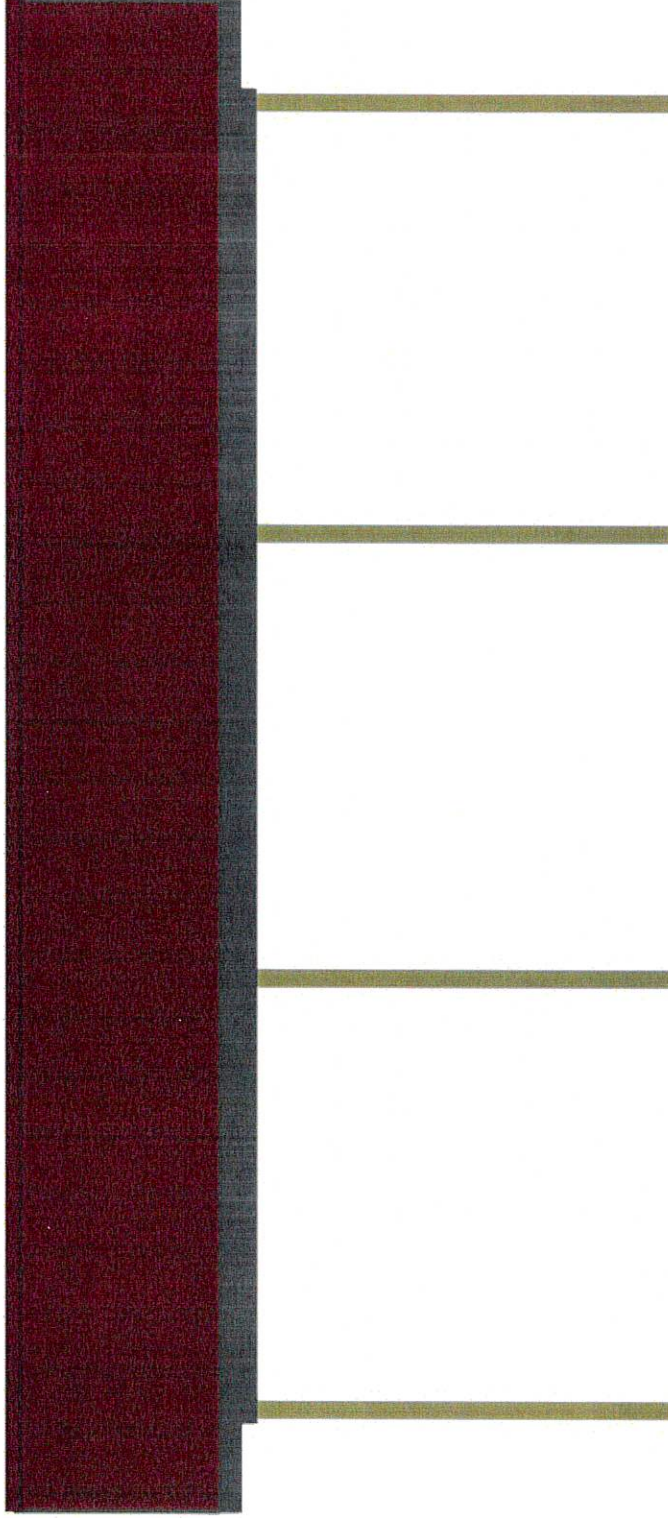
ISO 2



Front Elevation



Left Elevation

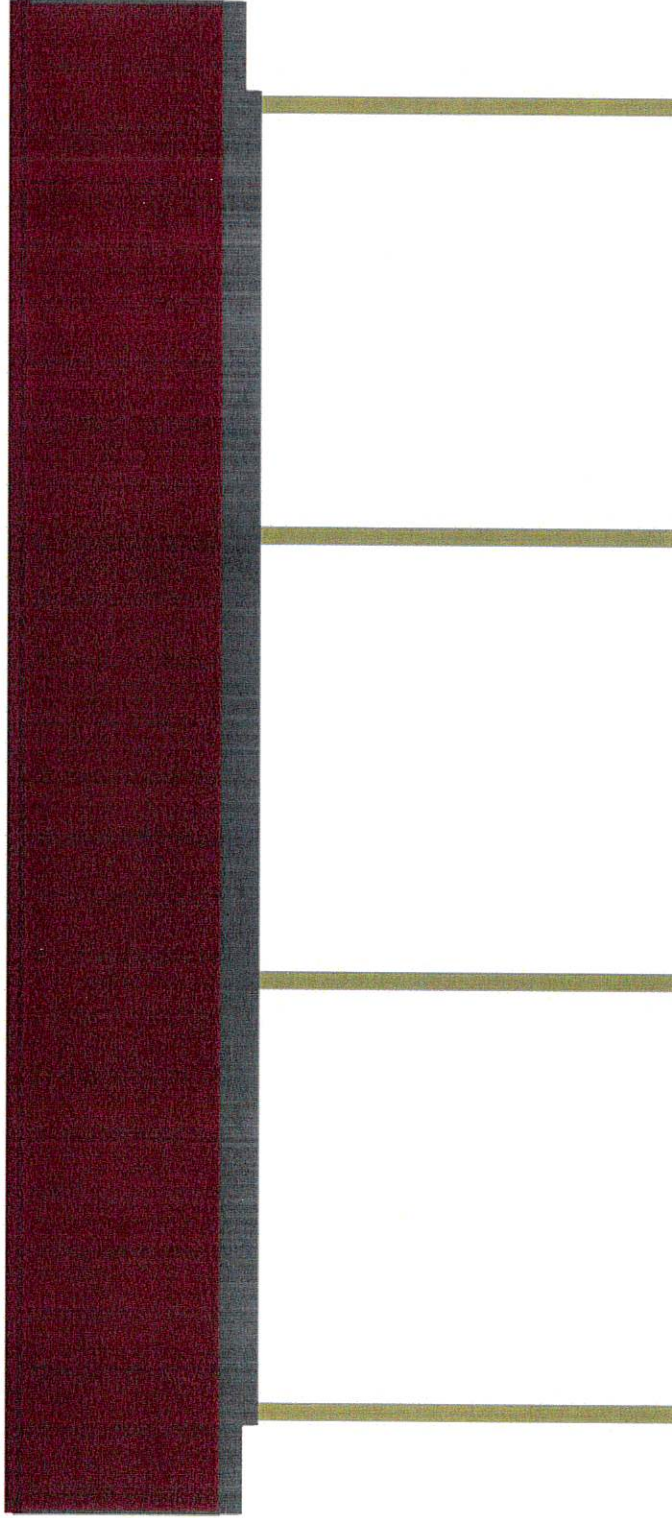


Job: Cover/Dallas Center Pool 24x30x10
Date: 7/3/2023
Time: 11:28 AM

Back Elevation



Right Elevation



Job: Cover/Dallas Center Pool 24x30x10
Date: 7/3/2023
Time: 11:28 AM

Cross Section - EXT-1

ROOF MATERIAL: Rustic Red 26 Gauge Fastener Flange 16" Panel 1" Rib

PURLINS: (none) Flat

SUBFASCIA: 2x6

FASCIA: 10' 6" Fascia 5-1/2"

SOFFIT: Precut 16" wide Aluminum Soffit Vented

WALL MATERIAL: (none)

TOP OF WALL: 10' 6" F-J Trim 1/2"

EXTERIOR CARRIER: 2x12

EXTERIOR WALL GIRTS: 2x6

CORNER POSTS: 3-Ply Laminated Post 2x6
INTERMEDIATE POSTS: 3-Ply Laminated Post 2x6

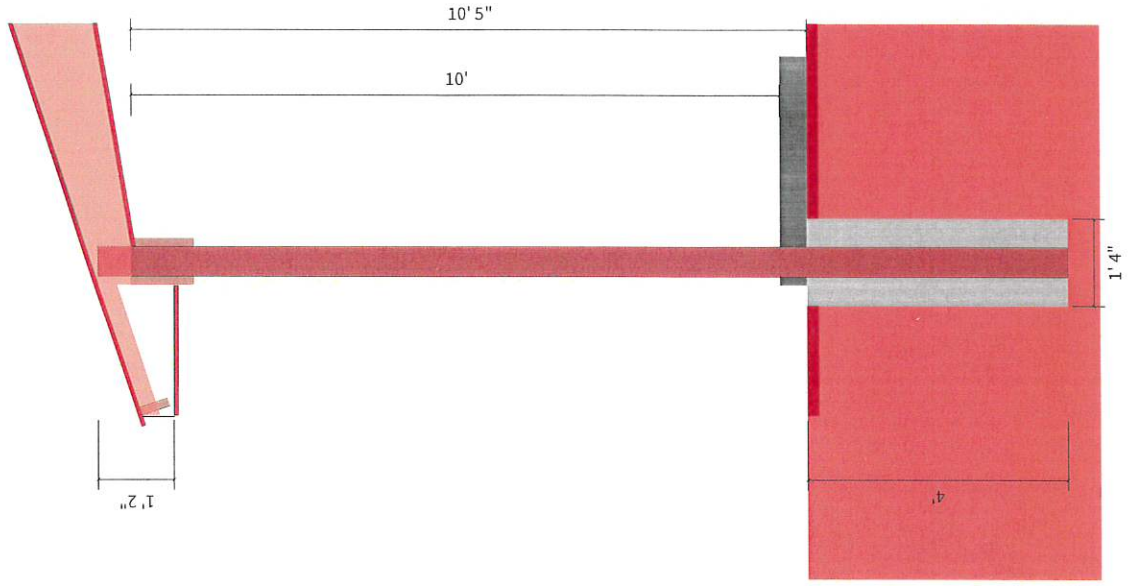
4/12 TRUSS SYSTEM
HEEL HEIGHT: 0' 6"
TRUSS SPACING: 24 IN. O. C.

BRACE PER TRUSS MANUFACTURER'S RECOMMENDATIONS
TRUSS LOADING: (none)

CEILING MATERIAL: Bright White Prime 29 Gauge Delta Max Rib Panel

CEILING PURLINS: (none) Flat

INTERIOR CARRIER: 2x12



SLAB DEPTH 0' 5"

FOUNDATION NOTES:

POST HOLE: 4' X 1' 4" DIAMETER

FASTENER: (none)

BASE: 16" Composite Footing Pads

UPLIFT: 1/2" Rebar 12" Long

Job: Cover/Dallas Center Pool 24x30x10
Date: 7/3/2023
Time: 11:28 AM

Cross Section - EXT-3

ROOF MATERIAL: Rustic Red 26 Gauge Fastener Flange 16" Panel 1" Rib

PURLINS: (none) Flat

SUBFASCIA: 2x6

FASCIA: 10' 6" Fascia 5-1/2"

SOFFIT: Precut 16" wide Aluminum Soffit Vented

WALL MATERIAL: (none)

TOP OF WALL: 10' 6" F-J Trim 1/2"

EXTERIOR CARRIER: 2x12

EXTERIOR WALL GIRTS: 2x6

CORNER POSTS: 3-Ply Laminated Post 2x6

INTERMEDIATE POSTS: 3-Ply Laminated Post 2x6

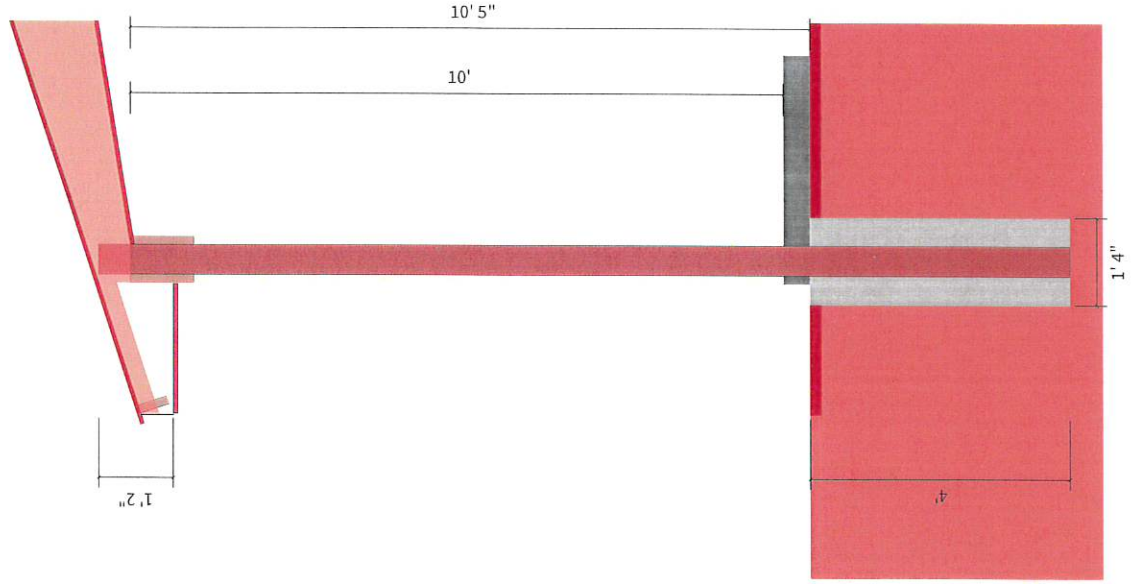
4/12 TRUSS SYSTEM
HEEL HEIGHT: 0' 6"
TRUSS SPACING: 24 IN. O. C.

BRACE PER TRUSS MANUFACTURER'S RECOMMENDATIONS
TRUSS LOADING: (none)

CEILING MATERIAL: Bright White Prime 29 Gauge Delta Max Rib Panel

CEILING PURLINS: (none) Flat

INTERIOR CARRIER: 2x12



SLAB DEPTH 0' 5"

FOUNDATION NOTES:

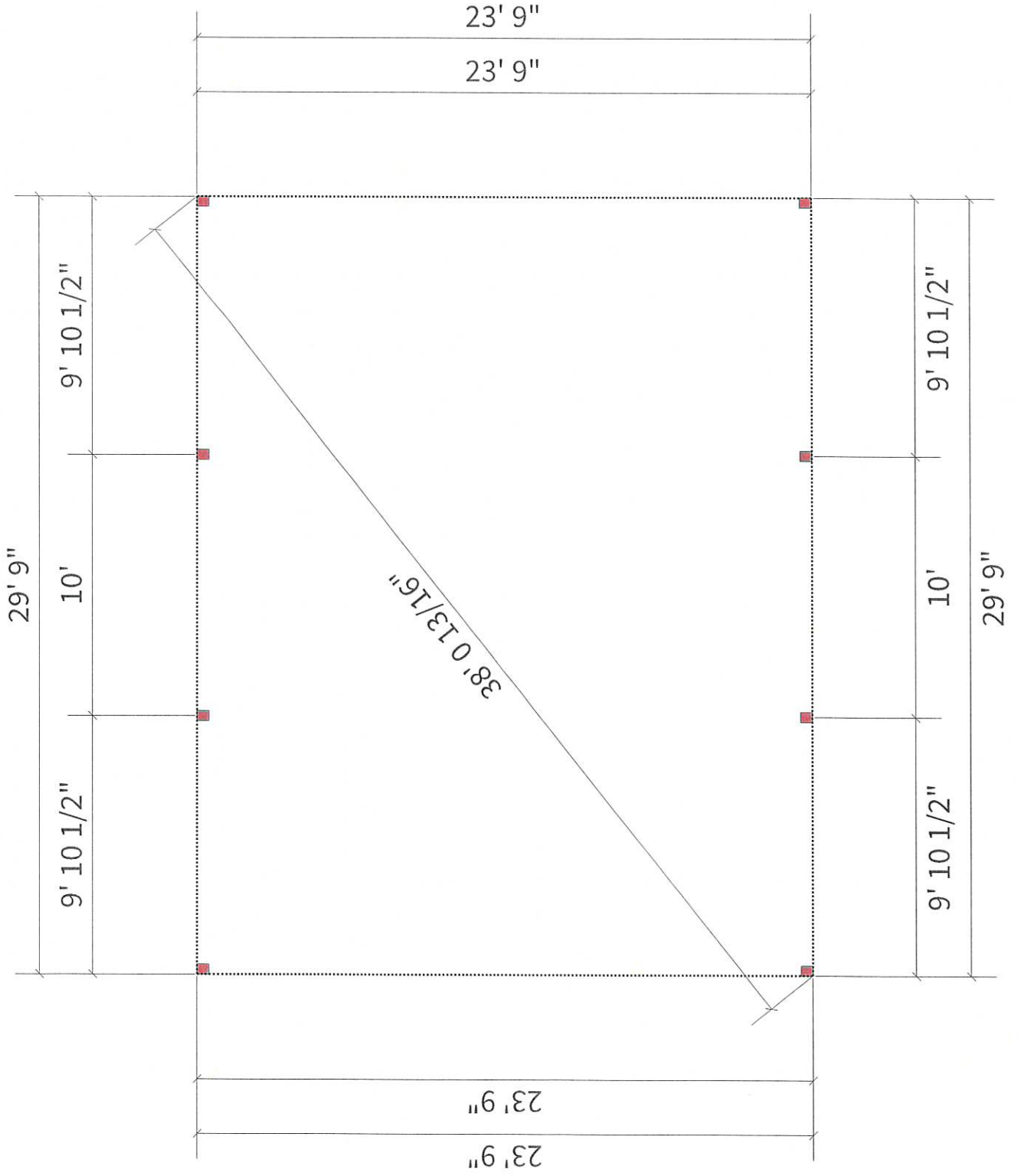
POST HOLE: 4' X 1' 4" DIAMETER

FASTENER: (none)

BASE: 16" Composite Footing Pads

UPLIFT: 1/2" Rebar 12" Long

Post Layout



RESOLUTION NO. 2023-36

A RESOLUTION APPROVING THE SITE AND ARCHITECTURAL PLANS FOR THE CONSTRUCTION OF THE OPEN SHELTER BETWEEN THE RACCOON VALLEY BICYCLE TRAIL AND THE DALLAS CENTER COMMUNITY SWIMMING POOL (LOCATED AT 1108 VINE STREET)

WHEREAS, the City of Dallas Center has submitted a Site Plan and Architectural Plan pursuant to Chapter 158 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, for the construction of an Open Shelter between the Raccoon Valley Bicycle Trail and the Dallas Center Community Swimming Pool (located at 1108 Vine Street) in Dallas Center, Iowa, which plans were reviewed by the Planning and Zoning Commission on June 27, 2023; and

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

WHEREAS, the City Engineer recommended that a waiver of the requirement for stormwater management would be consistent with the City's prior decision on stormwater management for the swimming pool project; and

WHEREAS, the City Engineer noted that the Open Shelter does not have any exterior wall materials that would be applicable under the architectural standards; and

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

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

IT IS FURTHER RESOLVED that any requirement for onsite stormwater management is waived.

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

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 11th day of July, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

ORDINANCE NO. 591

**AN ORDINANCE AMENDING SECTION 165.44(4) OF THE
CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER,
IOWA, AS AMENDED, (ZONING CODE) TO MODIFY THE
REQUIRED FIVE-FOOT SEPARATION BETWEEN THE
DRIVEWAY AND THE SIDE LOT LINE ON PIE-SHAPED
LOTS LOCATED ON CULS-DE-SAC**

WHEREAS, the City Council of the City of Dallas Center conducted a public hearing at 7 p.m. on August 8, 2023, on a proposed amendment to Section 165.44(4) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, by modifying the required five-foot separation between the driveway and the side lot on pie-shaped lots located on culs-de-sac.

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

SECTION 1. Section 165.44(4) of the Code of Ordinances of the City of Dallas Center, as amended, is amended to read as follows:

4. Access Drives. Access drive requirements are as follows:

A. In any "R" or "E" District no parking space or access thereto, except entrance or exit drives as limited in this section, shall be within five feet of a street (public or private) or lot line. However, on pie-shaped lots located on culs-de-sac the driveway may taper from the required five-foot separation between the driveway and the side lot line to no less than one foot at the entrance to the street, so long as the five-foot separation is maintained at the entrance to the garage.

B. Entrance or exit drives connecting the parking area and the street shall be permitted within the five-foot strip required in Subsection A above, provided:

(1) Such drives shall not exceed 15 feet in total aggregate width for each 50 feet of street line abutting such

lot, but in no case will exceed 40 feet in total aggregate width for each street line upon which a lot abuts.

(2) Such drives shall have at least 60 feet of unobstructed vision in both directions along the street into which the drive enters measured from the centerline of the drive at the point where it enters the street, and the centerline of such drive shall be at least 60 feet from the centerline of any street intersecting the street onto which the drive enters.

(3) Such drives shall have on each side a triangular area formed by the intersection of the driveway line, the street line and a straight line joining said lines at points 30 feet distant from their point of intersection. Within such triangular area, no parking or loading or unloading shall be permitted, nor shall there be any obstruction to traffic visibility.

C. In the Industrial District no parking space or access thereto, except entrance to exit drives as limited in this section, shall be within five feet of any lot line. Entrance or exit drives connecting the parking and the street shall be permitted within the five foot strip required above.

D. No person shall construct, reconstruct or resurface a parking space or access thereto, as described in Subsections B and C, without first obtaining a permit therefor from the Clerk. Before any permit is issued, the person who makes the application shall pay \$50 to the Clerk to recover the costs of issuing the permit, supervising, and inspecting the work. However, no fee shall be charged for a person requesting a permit solely for the purpose of resurfacing a parking space or access thereto.

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

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

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

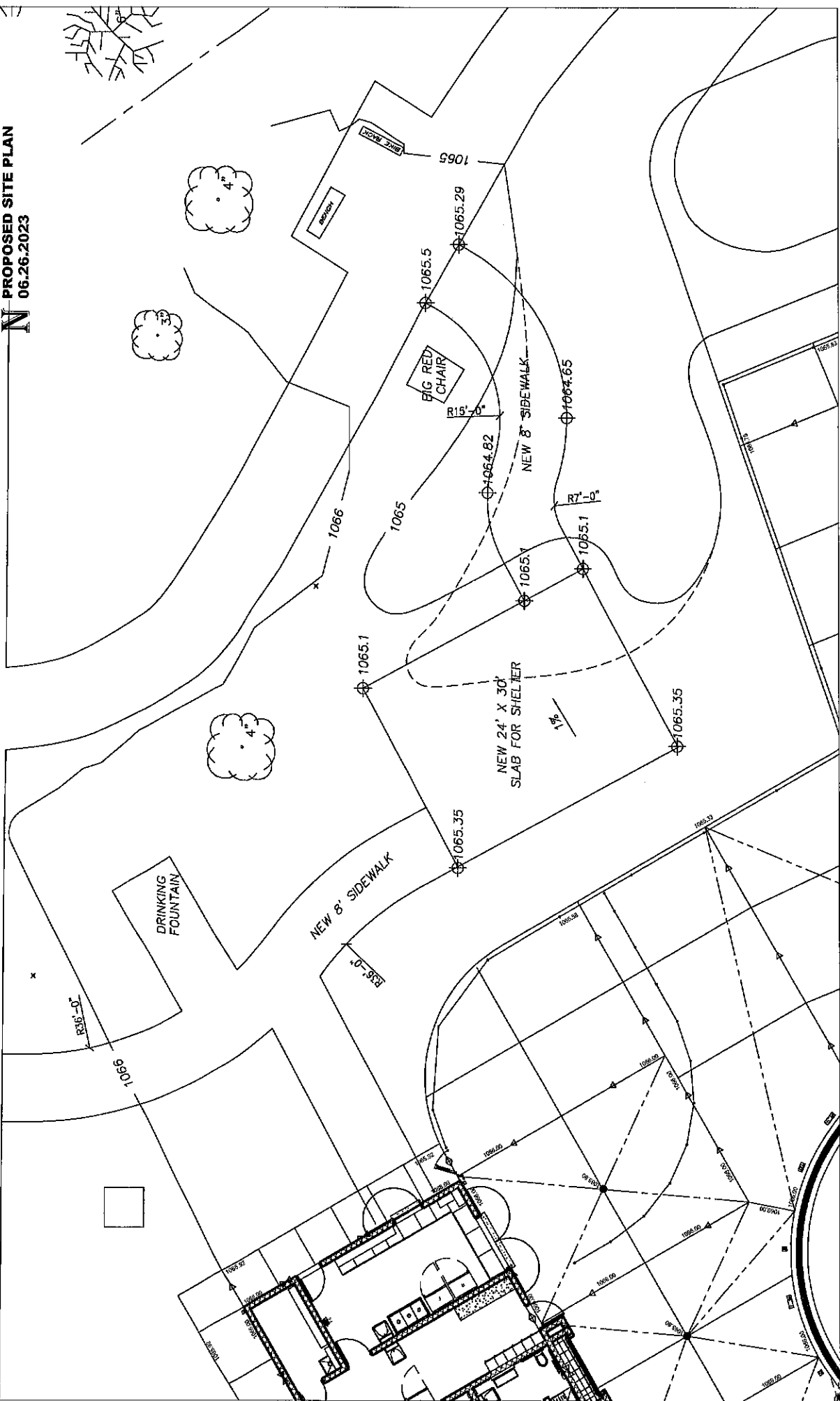
Passed by the City Council on the 8th day of August, 2023,
and approved the 8th day of August, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

SHELTER AT DALLAS CENTER POOL
PROPOSED SITE PLAN
06.26.2023



SIDEWALK CONNECTOR AT LINDEN STREET
PROPOSED SITE PLAN
06.26.2023

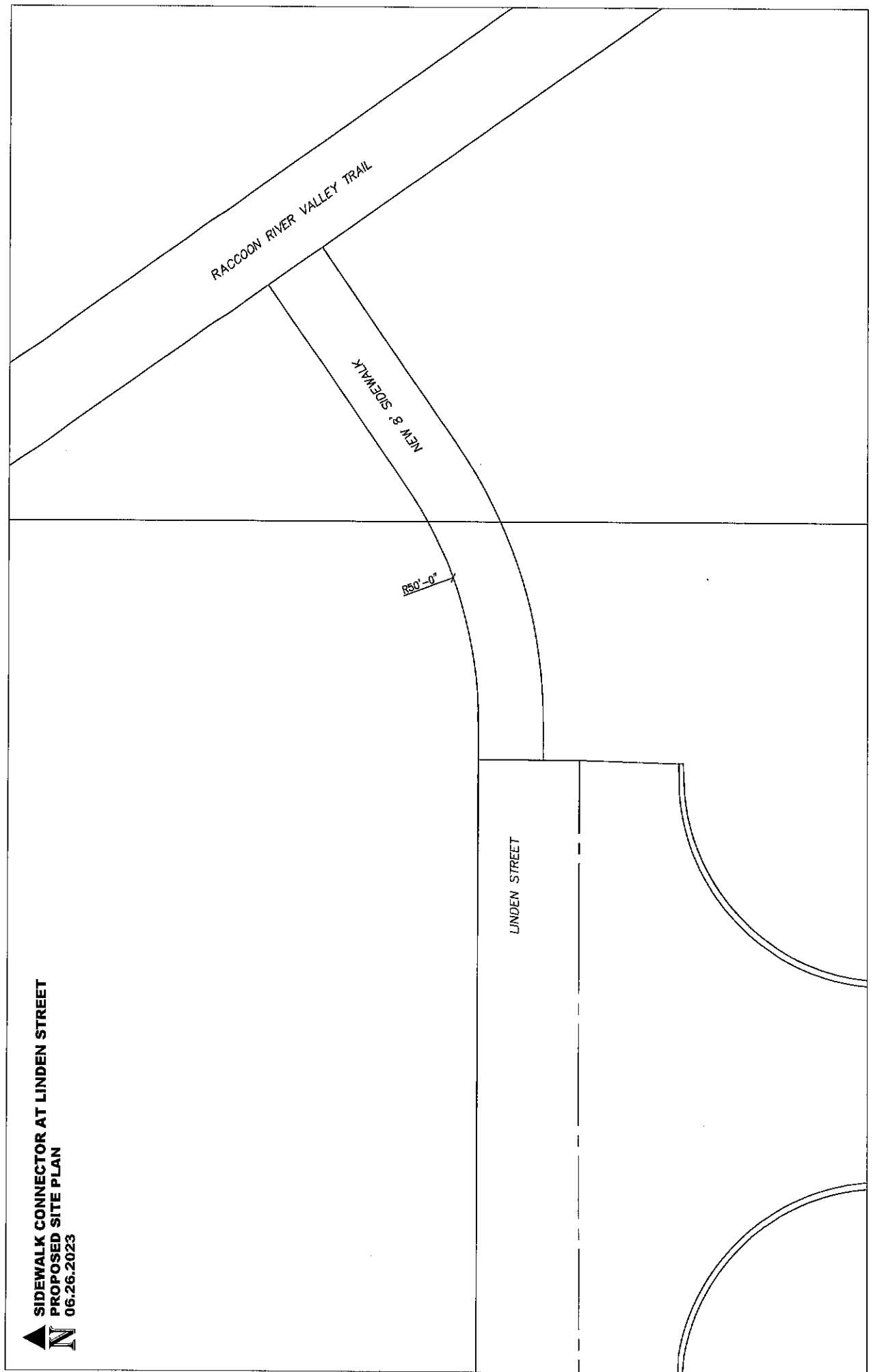


RACCOON RIVER VALLEY TRAIL

NEW 8' SIDEWALK

R50'-0"

LINDEN STREET



XTREME TREE
 36656 N Ave
 DeSoto, IA 50069
 (515) 802-4638
 stu@xtremetreeinc.com
 www.xtremetreeinc.com

Estimate



ADDRESS
Brian Slaughter City of Dallas Center

SHIP TO
Brian Slaughter City of Dallas Center

ESTIMATE #	DATE
11303	06/20/2023

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DESCRIPTION	PRODUCT/SERVICE	QTY	RATE	AMOUNT
Remove Ash in Mound Park - Leaving trunk 8 feet tall	Trimming/Removal	1	620.00	620.00T
Remove remainder of trunk and Grind, Haul and Fill Stump	Trimming/Removal	1	255.00	255.00T
Remove 7 trees at Burnett Complex and Grind, Haul and Fill 7 Stumps	Trimming/Removal	1	4,165.00	4,165.00T
Remove 2 trees at Memorial Park- Leave smaller trunk 6 Feet high	Trimming/Removal	1	1,140.00	1,140.00T
Remove remainder of Larger trunk and Grind, Haul and Fill Larger Stump	Trimming/Removal	1	255.00	255.00T
Fuel Surcharge	Fuel Surcharge	1	25.00	25.00T

All Ash Tree Quotes are valid for 90 days from the date of the estimate

SUBTOTAL	6,460.00
TAX	0.00
TOTAL	\$6,460.00

Accepted By

Accepted Date

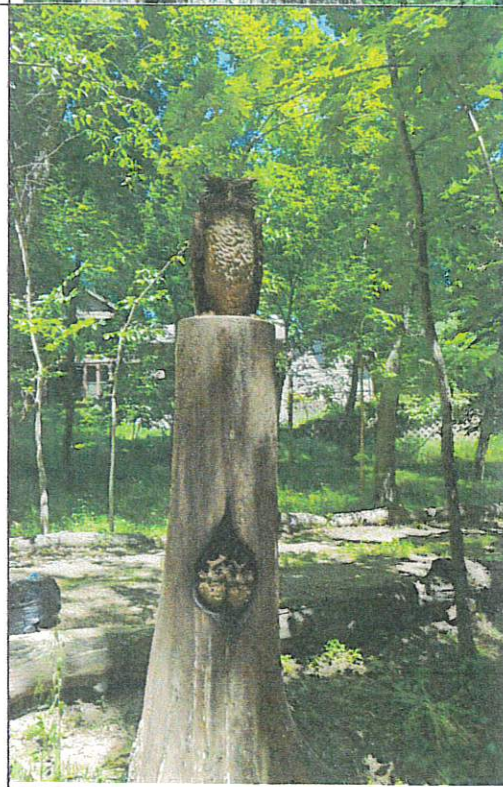
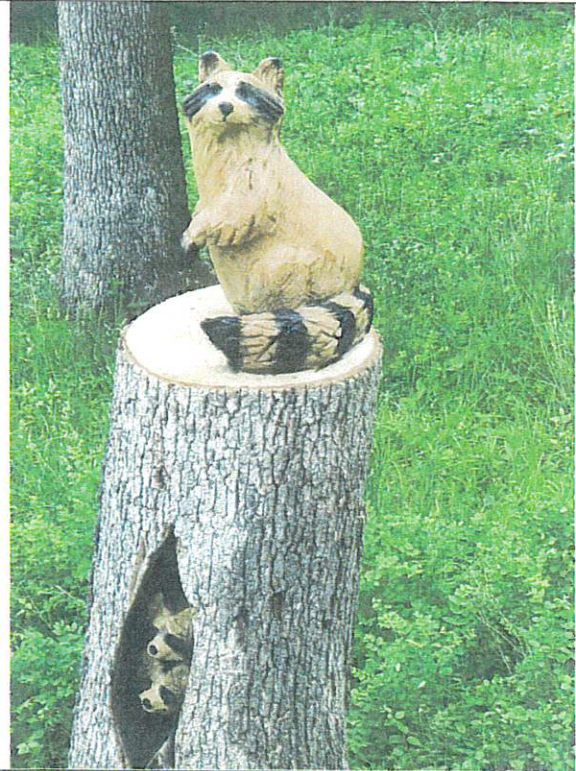
Terms and Conditions

Xtreme Tree is not responsible for damages to surfaces that may be caused by equipment/operations or because of a defect or wear of ground surfaces or from ground conditions. Xtreme Tree does maintain responsibility for any damages caused as a result of tree cutting. By accepting this estimate, you are agreeing to these Terms and Conditions.

**Smaller tree stump carving proposal
from Gary Keenan**

**The smaller trees, if no scaffolding is
required (6 feet or less) with two
animals or birds (full 3D on top, with a
head peeking out of the hollow
below), would be**

**\$550 each.....color included, if "you"
take care of the cleanup.**



**CITY OF DALLAS CENTER
Grant Application Approval**

SECTION A – REQUIRED FOR ALL GRANTS

Definitions: Grant - A grant is defined as a financial assistance support mechanism providing money, property, or other direct assistance in lieu of money, or both, to an eligible entity to carry out an approved project or activity in support of a public purpose and not the direct benefit of the government.

GRANT INFORMATION

Grant Name: Granting a Better Tomorrow _____ Submission Date: 07/12/2023

Contact Person: Deb Roman Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____ Email: _____

Grant Amount: \$ 1365 Grant Author: Mary Werch

Grant Submission Date: 7-12-2023 Responsible Board: Parks & Recreation

Grant Completion Date: 10-1-2023 Community Pledged Amount: \$ 1040

Source of Pledge: In kind labor

Purpose of Grant: Plant arborvitae north of basketball court in Mound Park. Replace 4 winterkilled arborvitae in the Burnett Recreational Complex

CITY RESPONSIBILITIES

Will assistance be required from the Dallas Center Public Works Department? Yes No

If yes, complete the following questions:

What will be needed from the Public Works Department: Scarify area north of BB court and add dirt and mulch. Pull 4 trees from Burnett Complex

Estimated Public Works Labor Hours Needed: _____

City Equipment that will need to be utilized: _____

What materials will need to be provided by the City: dirt and mulch

Estimated Equipment Costs:

Skid Steer Loader - \$49/hour Estimated time/cost: _____

Dump Truck - \$77/hour Estimated time/cost: _____

Labor - \$25/hour Estimated time/cost: _____

GRANT ADMINISTRATION

Was Grant Received? Y or N How much was received? \$ _____

Administration requirements (reports, frequency): not available at this time.

Responsible party: _____ Ribbon Cutting Yes No Photos: _____

Publication (Newspaper, signage, other): _____

Submit Documentation: _____

Signature of Grant Writer: Mary Werch

Application Form- Granting a Better Tomorrow!

7-1-2023

\$1365

Date Dallas Center Iowa Grant Amount Requested 1901

Community Dallas Center Parks and Recreation Board County Iowa Population 50063

Organization/Committee Name (if applicable) Mary Werch Board chair

Primary Contact 1105 Maple St Dallas Center Occupation Iowa 50063

Address: Home Business City [Redacted] State [Redacted] Zip [Redacted]

Phone: Home Work Cell Email [Redacted]

List a minimum of four other committee or community members, who will assist with planning, planting and caring for your trees:

Bob King Board Member [Redacted]

Name Brian Slaughter Occupation/Title Public Works Dir. Address: Home Business Phone: Home Work Cell Email [Redacted]

Name Andy Schmitz Occupation/Title Director of horticulture Brenton Arboretum Address: Home Business Phone: Home Work Cell Email [Redacted]

Name Shelley Horak Occupation/Title Board vice chair Address: Home Business Phone: Home Work Cell Email [Redacted]

Name _____ Occupation/Title _____ Address: Home Business Phone: Home Work Cell Email _____

City of Dallas Center

If awarded, the check should be made out to _____
(Checks cannot be made to individuals)

Federal Tax ID Number _____

Anticipated Tree-planting Event Date Early August

Local Media Contact _____
Name, Business (Name of publication, radio station call letters, etc.) _____
Phone and Email _____

I give permission to Trees Forever to reproduce and use any photographs taken at my community tree-planting event and/or that are submitted as part of our program summary report. I agree to care for our trees for no fewer than three years.

Signature Mary Werch Date 7-3-2023

Questions? Please contact Deb Roman at 319-373-0650, ext. 110 or droman@treesforever.org

To submit an application
Email completed application and supporting documentation to droman@treesforever.org. **(OR)**
Mail to: Trees Forever, Attn: Deb, 80 W 8th Ave., Marion, IA, 52302

Application Narrative

Use a separate sheet to answer these questions:

1. Project Title and Description - Please describe your tree-planting or educational project. How will it benefit your school or community?

We have recently created a full sized basketball court in Mound Park. The smaller arborvitae will be used as a buffer between the court and the picnic shelter and accessible play area. The larger arborvitae will be used to replace some that were winter-killer around the softball field at the Burnett Recreational Complex.

2. Volunteers - How will volunteers or your neighborhood be engaged in the planting or project?

The trees will be planted using local volunteers as well as Board members, which is a volunteer position.

3. Diversity and Underserved - Please describe how you are addressing diversity and underserved segments of the population through your project. We want to hear about ecological diversity too.

The trees will enhance play areas used by numerous local youth. There are few arborvitae (except around one softball field) in either park.

4. Utilities - are there overhead utility wires at your site and if so, how far away will your trees be planted? Are there underground utilities in the area and how far away will the trees be planted?

there are no overhead utilities
Underground utilities at Mound Park feed away from the area for the trees.

5. Care and Maintenance Plan - Newly planted trees and plants require a significant amount of care to get established. Describe your tree care plan for the **first two years**, which should include watering, mulching, pruning and possibly staking. Who is responsible for maintenance?

The trees will be watered and mulched with planted with continual watering as needed by Public Works Staff.

6. Reporting After Project is Done - Please complete the reporting form (to be provided with your check) after your project is completed. We recommend you do this within a few weeks of completion, but it will be due no later than **November 1**.



Budget Worksheet for Granting a Better Tomorrow! Applications, 2023

Project Title:

Trees, Plants, Supplies

Quantity	Species*	Size**	Cost/unit	Total Cost
9	North Pole Arborvitae	#3	\$65	\$585
4	Noth Pole Arborvitae	#10	\$195	\$780

Budget

Total cost \$1365

* Contact Trees Forever if you need help selecting appropriate species.

**Trees should be no larger than 1.5 inch caliper or 10 gal. container (shade trees) or 4' or 10 gal. container (evergreens).

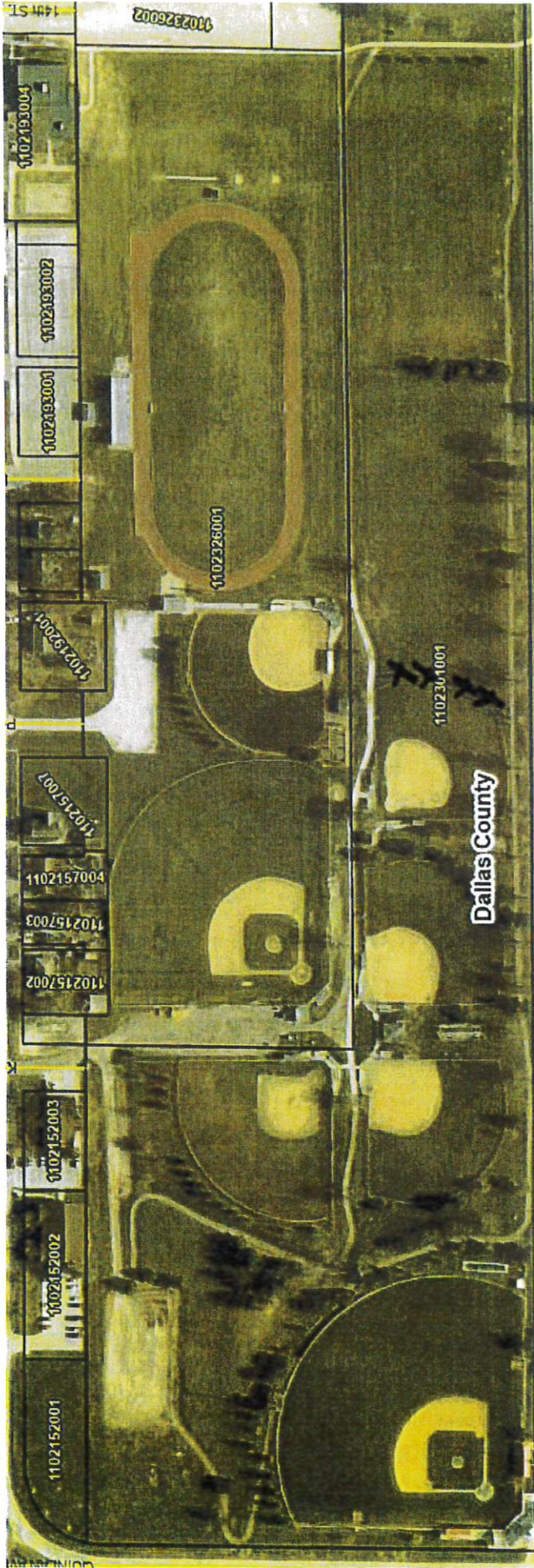
Requested funds 1365

Matching Funds ***

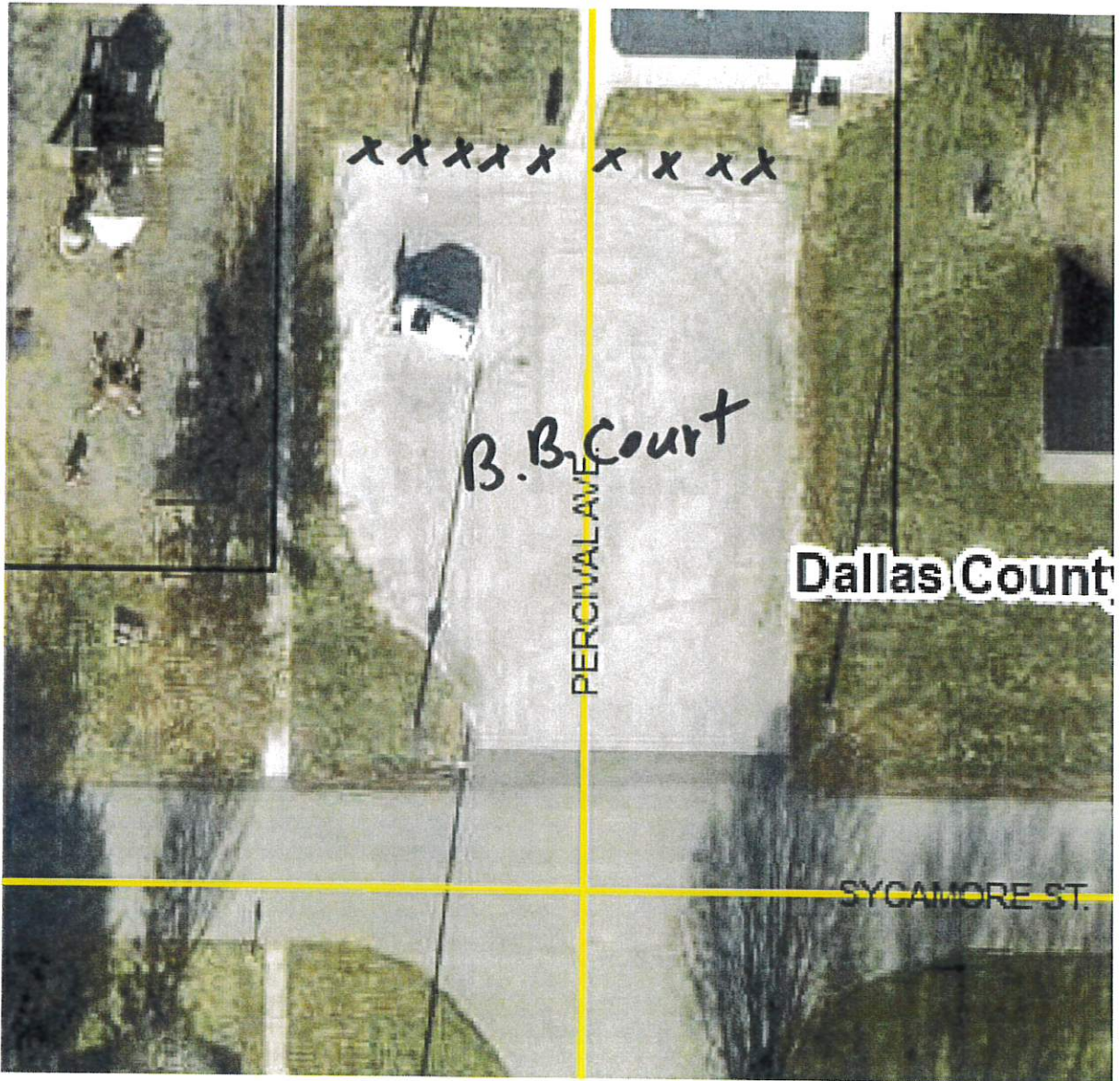
Item	Value/Cost
plant and mulch X13	\$80

Total Matching Funds \$1040

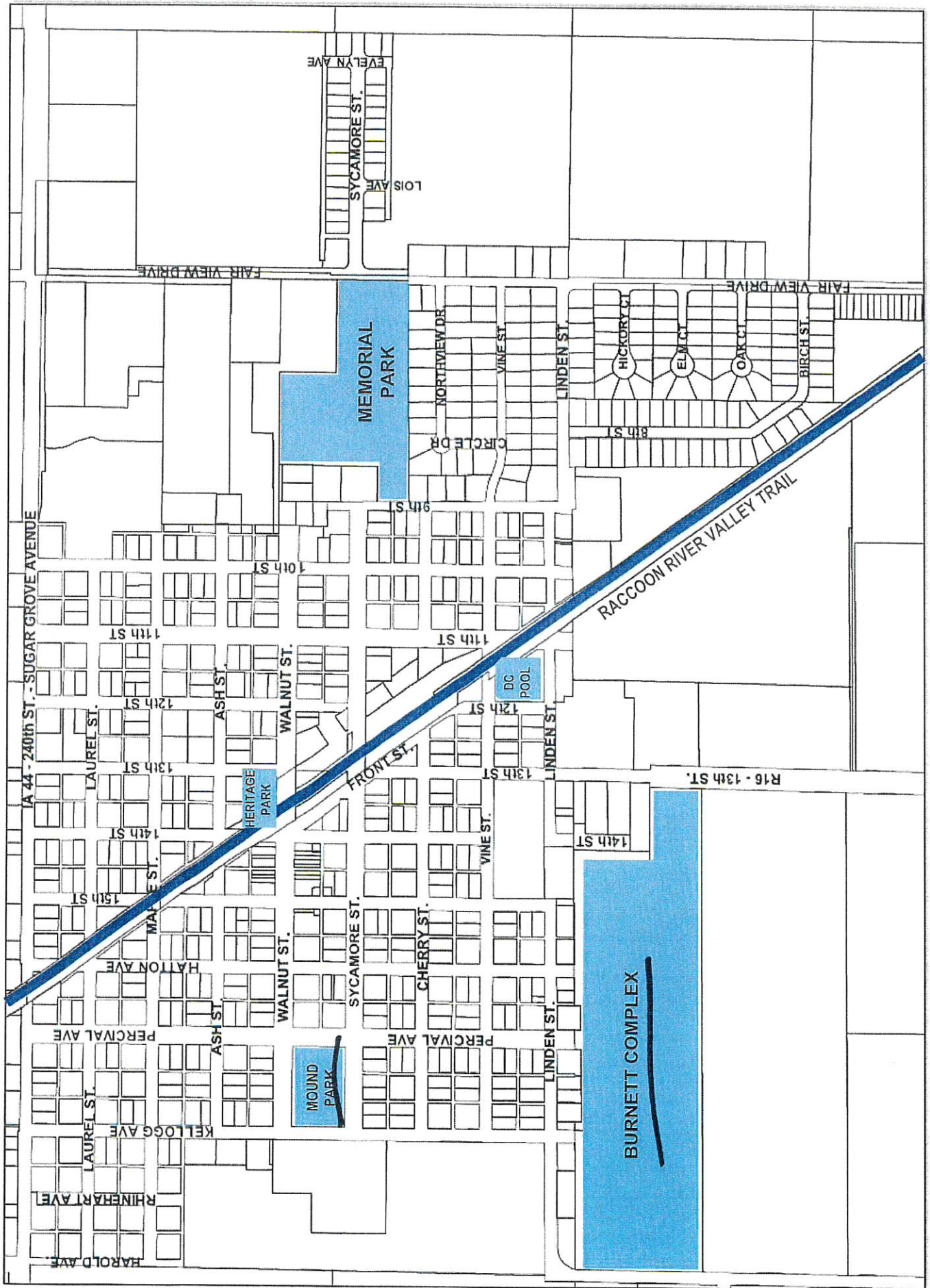
***Showing some match (cash or in-kind), while not required, helps with match requirements with our sponsors.



Burnett Recreational Complex



Mound Park



RESOLUTION NO. 2023-37

RESOLUTION APPROVING AN AGREEMENT WITH DALLAS CENTER CELEBRATIONS, INC, AN IOWA NONPROFIT CORPORATION, FOR THE PROVISION OF SERVICES TO THE PEOPLE OF DALLAS CENTER AND AUTHORIZING THE PAYMENT OF \$8,000 TO THE CORPORATION FROM THE CITY OF DALLAS CENTER

WHEREAS, Dallas Center Celebrations, Inc. ("DC Celebrations") filed as an Iowa nonprofit corporation with the Iowa Secretary of State on October 27, 2004, and it is recognized by the Internal Revenue Service as an exempt Section 501(c)(3) organization; and

WHEREAS, the volunteers of DC Celebrations provide valuable services to the people of Dallas Center, and the Council has determined that the City of Dallas Center should contribute \$8,000 to DC Celebrations to assist the organization in providing such services; and

WHEREAS, the public purpose of organizing and making happen the annual Dallas Center Fall Festival celebration and coordinating the volunteer efforts of many local residents greatly benefits the Dallas Center Community as a whole and will, in part, be achieved by making this appropriation of City funds; and

WHEREAS, the City should enter into an Agreement with DC Celebrations in connection with such services, a copy of which is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, STATE OF IOWA that the City of Dallas Center will contribute the sum of \$8,000 to DC Celebrations; that the Agreement attached to this Resolution is approved; the Mayor and the Clerk are authorized to sign the Agreement; and the Clerk is authorized to issue payment of \$8,000 to Dallas Center Celebrations, Inc.

PASSED AND APPROVED this 11th day of July, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

AGREEMENT

THIS AGREEMENT is entered into this 11th day of July, 2023, by and between **THE CITY OF DALLAS CENTER, IOWA**, an Iowa municipal corporation (the "CITY"), and **DALLAS CENTER CELEBRATIONS, INC.**, an Iowa nonprofit corporation ("DC Celebrations").

RECITALS:

WHEREAS, Dallas Center Celebrations, Inc. (DC Celebrations) filed as an Iowa nonprofit corporation with the Iowa Secretary of State on October 27, 2004, and it is recognized by the Internal Revenue Service as an exempt Section 501(c)(3) organization; and

WHEREAS, DC Celebrations community volunteers organize and make happen the annual Dallas Center Fall Festival celebration and coordinate the volunteer efforts of many local residents all to greatly benefits the Dallas Center Community as a whole; and

WHEREAS, DC Celebrations volunteers donate their time and effort to make the annual Dallas Center Fall Festival a success, raise donations from the community to cover expenses, but require additional funding for secure the carnival, to pay for a fireworks display, and other festival-related expenses; and

WHEREAS, the CITY will contribute \$8,000 to DC Celebrations to cover part of the cost of the carnival, the cost of the fireworks display, and other festival-related expenses up to the amount of \$8,000, costs that are incurred by the organization in connection with the annual Dallas Center Fall Festival, and DC Celebrations will continue to organize and make happen the Dallas Center Fall Festival for the people of Dallas Center; and

WHEREAS, the public purpose of organizing and making happen the annual Dallas Center Fall Festival celebration and coordinating the volunteer efforts of many local residents greatly benefits the Dallas Center Community as a whole and will, in part, be achieved by making an appropriation of City funds to DC Celebrations.

THEREFORE, in consideration of their mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and DC Celebrations do hereby **AGREE** as follows:

1. The CITY will contribute \$8,000 to DC Celebrations during the month of July, 2023, to assist DC Celebrations with the payment of the costs of the carnival, the fireworks display, and other festival-related expenses which are important components of the Fall Festival celebration and which benefit a great number of residents of Dallas Center.

2. Prior to November 30, 2023, DC Celebrations will provide to the Dallas Center City Clerk receipts showing its payments for the carnival, the fireworks display, and other festival-related expenses of \$8,000 or more

3. Prior to March 1, 2024, DC Celebrations will provide a report to the Dallas Center City Clerk describing its Fall Festival activities during the preceding calendar year and reporting the approximate number of persons participating.

IN WITNESS WHEREOF, the undersigned have signed this Agreement effective as of the 11th day of July, 2023.

CITY OF DALLAS CENTER, IOWA

DC CELEBRATIONS, INC.

By _____
Daniel Beyer, Mayor

By  _____
Lezlie Ellerman, President

By _____
Shellie Schaben, City Clerk

STATE OF IOWA :
: ss.
COUNTY OF DALLAS :

On this 11th day of July, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel Beyer and Shellie Schaben, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by

authority of its City Council, as contained in Resolution 2023-37 adopted on the 11th day of July, 2023, and that Daniel Beyer and Shellie Schaben acknowledged the execution of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

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

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :

Subscribed and sworn to before me, the undersigned, a Notary Public in and for the State of Iowa, on the ____ day of _____, 2023, by Lezlie Ellerman, who being by me duly sworn, did say that she is the President of DC Celebrations, Inc., an Iowa corporation, and that she acknowledged the execution of the foregoing instrument to be her voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____, Notary Public
in and for the State of Iowa

RESOLUTION NO. 2023-38

A RESOLUTION AUTHORIZING AND APPROVING A LEASE AND EASEMENT AGREEMENT BETWEEN THE CITY AND RED LION DALLAS CENTER SOLAR, LLC FOR THE CONSTRUCTION OF A SOLAR ENERGY SYSTEM AND THE RELATED ACCESS TO CITY-OWNED PROPERTY

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

WHEREAS, the City of Dallas Center owns, and has proposed to enter into a Lease and Easement Agreement with Red Lion Dallas Center Solar, LLC for the construction and maintenance of a Solar Energy System located at certain parcels of real estate owned by the City identified 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.

; and the legal descriptions for these sites are set forth in full in Exhibit A to the Memorandum of Lease; and

WHEREAS, the City Council by the adoption of Resolution No. 2023-34 proposed the lease and easement with respect to said property and on July 11, 2023, after published notice, all as required by Iowa Code Section 364.7, considered the proposal at a Public Hearing; and

WHEREAS, following the Public Hearing the Council has determined that the proposed Lease and Easement Agreement and

the Memorandum of Lease and Easement Agreement, copies of which are attached hereto as Exhibit "A", should be approved, which Agreement provides that its term shall be identical to the term of the Solar Power and Services Agreement [also identified as a Power Purchase Agreement ("PPA")] between the City and Red Lion Dallas Center Solar, LLC, which Agreement was approved by the Council on June 13, 2023, by Resolution No. 2023-33; and

WHEREAS, the Lease and Easement Agreement provides Red Lion Dallas Center Solar, LLC as Lessee (except as otherwise explicitly set forth in the Lease and Easement Agreement or the Power Purchase Agreement) shall have no obligations with respect to the payment of rent or other amounts to the City in exchange for its use and/or occupancy of the leased premises; and also provides that the Parties acknowledge and agree that the Lease and Easement Agreement is entered into in consideration of the benefits to the Parties derived from the Project described in the Power Purchase Agreement, as more specifically set forth in the Power Purchase Agreement, the receipt and sufficiency of which has been acknowledged by the parties.

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

PASSED, APPROVED and ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 11th day of July, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

**LEASE AND EASEMENT AGREEMENT
FOR SOLAR ENERGY SYSTEM**

By and between:
The City of Dallas Center, Iowa
And
Red Lion Dallas Center Solar, LLC

Effective Date: July 11, 2023

LEASE AND EASEMENT AGREEMENT FOR SOLAR ENERGY SYSTEM

This Lease and Easement Agreement for Solar Energy System (this "Lease") is entered into to be effective as of the date fully executed by all parties hereto ("Effective Date") by and between The City of Dallas Center, Iowa, a municipal corporation ("Lessor") and Red Lion Dallas Center Solar, LLC, an Iowa limited liability company ("Lessee"). Lessee and Lessor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

BACKGROUND

- A. Lessor is the owner of fee title to that real property located in Dallas County, Iowa, described and identified in Exhibit "1-A" attached hereto and incorporated herein by this reference ("Real Property").
- B. Lessee desires to lease all or part of the Real Property (such leased portion being referred to as the "Leased Premises") for the location and operations of solar energy generation and transmission and related facilities thereon ("Solar Operations") and Lessor desires to lease the Leased Premises to Lessee for that use.
- C. Lessor further desires to grant Lessee, and Lessee desires to accept from Lessor, various easements over, under and across the Leased Premises in relation to the Solar Operations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Grant of Lease.** Subject to Lessor and Lessee entering into a power purchase agreement ("PPA") in connection with the sale of the output of the Solar Energy Facilities to Lessor and subject to the execution of an interconnection agreement with the local electric public utility, Lessor does hereby grant to Lessee, and Lessee does hereby accept, a lease for use by Lessee of the Leased Premises, on the terms and conditions hereinafter set forth. With respect to the foregoing, the effectiveness of this Lease and the rights, obligations and liabilities of the Parties hereunder shall be contingent upon (1) Lessor's holding of fee title ownership in and to the Leased Premises, and (2) Lessor and Lessee entering into a power purchase agreement and securing an interconnection agreement with the local electric public utility prior to the Commercial Operations Date (defined below). Upon Lessor and Lessee entering into a power purchase agreement and securing an interconnection agreement, this Lease shall be effective and binding as of the Effective Date. If Lessor and Lessee do not enter into a power purchase agreement or secure an interconnection agreement, this Lease shall be *void ab initio*, and the Parties shall have no rights, obligations or liabilities hereunder.

2. **Use of Leased Premises by Lessee.**

2.1 **Permitted Uses.** This Lease is for use of the Leased Premises for solar energy collection and conversion, for generation and transmission of electric power and for all reasonably related and incidental purposes and activities (collectively, "Operations"), in accordance with all of the terms of this Lease, with Lessee deriving all profit therefrom, and including, without limitation:

(a) conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data;

(b) constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness sunlight for photovoltaic electric energy generation, including without limitation, existing and/or future technologies used or useful in connection with photovoltaic energy conversion and generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment ("Solar Energy Facilities"), (ii) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, switching, metering, sale or other use or conveyance of electricity generated on the Leased Premises (all of the foregoing, including the Solar Energy Facilities, collectively the "Improvements");

(c) subject to Section 3.1 and Section 20.2 herein, and only to the extent such rights are vested in Lessor as the owner of the Real Property and with express permission of Lessor, reasonably removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation. Notwithstanding the foregoing, if Lessee uses chemicals to control vegetation on an area of the Leased Premises that is close in proximity to a water source, Lessor may, upon written notice to Lessee, prohibit the use of chemicals that pose a risk to public health.

2.2 Additional Uses. The Parties acknowledge and agree that solar energy technologies are improving at a rapid rate and that it is probable that Lessee may (although Lessee shall not be required to) replace from time to time existing Solar Energy Facilities on the Leased Premises, entirely or in part, with newer model or design Solar Energy Facilities, in Lessee's sole discretion and at Lessee's sole cost and expense. Any such replacements undertaken by Lessee shall not act to (i) modify or extend the Term of this Lease, (ii) require Lessor to purchase more energy than the Target Production under the PPA unless Lessor agrees to purchase such additional energy, or (iii) otherwise alter the rights and obligations of the Parties under this Lease. If the Solar Energy Facilities generate more energy than required under the PPA and Lessor does not agree to purchase such additional energy, Lessor shall have no obligation or liability with respect thereto.

2.3 Exclusive Use. Lessee shall have the sole and exclusive right to collect and convert all of the solar resources of, and to conduct Operations on, the Leased Premises. Lessor shall not grant any rights in the Leased Premises purporting to permit others to conduct Operations or any activity or use that may interfere with the Lessee's Operations on the Leased Premises in derogation of Lessee's sole and exclusive rights on the Leased Premises. The output of the Solar Energy Facilities on the Leased Premises shall be sold exclusively to Lessor under the PPA, it being agreed that the sales to Lessor under the PPA are part of the consideration for this Lease and without the PPA, Lessor would not enter into this Lease.

2.4 Leased Premises; Alteration of Boundaries. Prior to constructing any permanently-affixed Improvements, the Lessor may request that Lessee obtain a survey of the Real Property, or portion thereof for which Lessee desires to utilize as the Leased Premises. If requested, Lessee shall provide Lessor with a copy of the survey. Subject to alterations by Lessor as provided

below, the boundaries provided on the survey shall thenceforth constitute the Leased Premises and shall automatically be incorporated herein as Exhibit "1-B", attached hereto. Any portions of the Real Property not included within the boundaries of the Leased Premises shown on the survey shall be released from the terms and obligations of this Lease. Upon Lessor's receipt of the survey, Lessor shall have thirty (30) days to identify, via written notice to Lessee, a specific area (or areas) of the Real Property for which Lessor wishes to exclude from the Leased Premises due to Lessor's utilization of the same for a use that existed prior to the full execution of this Lease. If Lessor provides such notice within the time period prescribed above, and subject to the limitations set forth below, Lessee shall plot the revised boundaries of the Leased Premises on the survey to reflect the exclusion of the of the area(s) identified by Lessor, and such revised boundaries shall thereafter constitute the Leased Premises and shall automatically be incorporated herein as Exhibit "1-B", attached hereto. Notwithstanding the foregoing, under no circumstances shall the areas excluded from the Real Property result in: (i) a reduction of the area of the Leased Premises to less than what is required for Lessee's intended Operations related to the generation of solar energy; (ii) a reduction in the Solar Energy Facilities' ability to generate solar energy; (iii) a material increase in the costs of Lessee's Operations; or (iv) an increase in the commercial risks or regulatory barriers related to Lessee's Operations. If Lessee determines, in its sole and reasonable discretion, that Lessor's requested exclusions is likely to result in one or more of the above prohibited factors, Lessee shall only be obligated to revise the boundaries of the Leased Premises to the extent that such revisions are unlikely to result in the occurrence of the above factors. Unless and until the boundaries of the Leased Premises are revised pursuant to the terms of this Section 2.4, all of the Real Property shall constitute the Leased Premises. If Lessor fails to timely request alteration of the boundaries of the Leased Premises pursuant to the terms of this Section 2.4, Lessor's rights with respect thereto shall be deemed waived. If the boundaries of the Leased Premises established under this Section 2.4 differ from those of the Real Property, the Parties shall execute and file an amendment to the memorandum of this Lease, as set forth in Section 38 of this Lease, within thirty (30) days after finalizing the alterations, at Lessee's sole expense.

2.5 Commercial Operations Date. Lessee intends to install Solar Power Facilities on the Leased Premises consisting of such facilities, equipment and related improvements permitted under this Lease. The precise location on the Leased Premises and timing of such installation shall be determined by Lessee and as provided in the PPA; provided that, to the extent applicable, siting of Improvements shall comply with applicable state and local land use laws and regulations. The date of commencement of Operations as measured by the date the Project is interconnected to the electric utility grid at its fully rated capacity shall be referred to herein as the "Commercial Operations Date." Notwithstanding the foregoing, the Commercial Operations Date shall be the same date as the commencement of operations under the power purchase agreement (the "PPA") entered into between Lessor and Lessee. Lessee represents and warrants that, unless otherwise agreed to in writing between Lessor and Lessee, the Commercial Operations Date shall occur no later than December 30, 2023.

2.6 Lessor's Access. If Lessee's Operations result in the complete inability of Lessor to access (from any existing public right-of-way or private roadway to which Lessor has legal access) a part of the Leased Premises or land owned by Lessor adjacent to the Leased Premises, Lessee shall at its sole cost and expense, provide Lessor reasonable access to such land in a timely manner. Lessee and Lessor agree to cooperate with each other in good faith to establish the location of any such access points,

and under no circumstance shall Lessor's right of access diminish or interfere with Lessee's rights under this Lease

3. **Grant of Easements.** Lessor grants to Lessee, and Lessee accepts from Lessor, for the Term referenced in Section 4, the following easements over and across the Leased Premises in accordance with the terms and conditions of this Lease. The following easements are for the benefit of Lessee and Lessee's agents, contractors, employees and assigns; are located on the Leased Premises; and are collectively referred to as the "**Easements**".

3.1 **Sun Non-Obstruction Easement.** Lessor grants Lessee an exclusive easement for the right and privilege to use, maintain and capture the free and unobstructed sunlight over and across the Leased Premises; provided such easement shall only apply to the Real Property and conditions thereon, and not adjacent parcels that Lessor does not legally own or control; and further provided that said easement shall not apply or be in effect until such time as the requirements of any applicable state and local land use laws and regulations are satisfied at Lessor's expense. Lessor shall not intentionally engage in any activity on the Leased Premises or any other neighboring property owned by Lessor that interferes with the sunlight direction over any portion of Leased Premises; cause a decrease in the output or efficiency of any Solar Energy Facilities; or otherwise materially interfere with Lessee's operation of the Project or exercise of any rights granted in this Lease (collectively "**Interference**"). Normal farming or commercial operations on neighboring properties that do not obstruct sunlight on a continuous basis shall not constitute Interference. Existing man-made improvements on the Leased Premises or on neighboring or adjoining properties owned by Lessor have been reviewed by Lessee prior to the Effective Date and the Parties agree that such improvements do not constitute Interference. Lessor retains the right to remove and replace any of such improvements if the replacement does not substantially change the obstruction of sunlight caused by the existing improvements. Lessor and Lessee acknowledge that, as of the Effective Date, the Project (defined below) is still in the conceptual stages and the configuration and siting of the Improvements has not been finalized.

3.2 **Effects Easement.** To the extent permitted by law and within Lessor's rights and control as owner of the Real Property, Lessor grants to Lessee an easement over the Leased Premises for the normal operation of the Project located on the Leased Premises.

3.3 **Access Easement.** Lessor grants to Lessee an easement for ingress to and egress from the Solar Energy Facilities over and across the Leased Premises by means of any existing roads and lanes thereon, and by such other route or routes as Lessee may construct on the Leased Premises from time to time, for the benefit of and for purposes incidental to Operations on the Leased Premises and to the Improvements.

The Improvements and Lessee's uses of the Leased Premises permitted under Section 2 and Section 3 of this Lease are hereinafter sometimes referred to as the "**Project**."

4. **Lease and Easement Term.**

4.1 **Development Term.** The initial period of this Lease, during which Lessee shall conduct development and construction activities shall commence on the Effective Date and shall continue

until the Commercial Operations Date, unless sooner terminated in accordance with the provisions hereof, and subject to extension based on Force Majeure under the PPA ("Development Term").

4.2 Operations Term. The second period of this Lease, if any, during which Lessee may complete development and shall conduct Solar Operations, shall commence upon the expiration of the Development Term and shall continue for a period which ends at 12:59:59 p.m. on the date which is twenty (20) years from the date of Commercial Operations Date. ("Operations Term") unless sooner terminated or subsequently extended in accordance with the provisions hereof. Lessee shall have the exclusive right to extend the Operations Term of this Lease for five (5) years if Lessor and Lessee agree to extend the term of the PPA by five (5) years, any extended operations being made in accordance with the terms and provisions of this Lease (singularly, the "Extended Operations Term" and collectively, the "Extended Operations Terms"). The Extended Operations Term shall be expressly conditioned on the Parties also extending the term of the PPA by mutual agreement and upon the PPA remaining in effect during the Extended Operations Period of this Lease. An Extended Operations Term shall begin on the expiration date of the initial Operations Term or previous Extended Operations Term, as the case may be. The Development Term, the Operations Term, and the Extended Operations Terms (if applicable) are collectively referred to herein as the "Term". The five- year period commencing on the Effective Date (hereinafter defined) shall be referred to herein as an "Extended Lease". For avoidance of doubt, notwithstanding anything to the contrary in this Agreement, the Term of this Lease shall in no case extend longer than the Term of the PPA.

4.3 Limitations on Term. Notwithstanding anything to the contrary in this Lease, in the event the PPA is terminated under the terms of the PPA, or due to Lessee's uncured and uncontested default under the PPA, the Term of this Lease shall end automatically on the date of the PPA's termination. Further, notwithstanding anything to the contrary in the Lease, in no event shall the Term of this Lease be longer than the longest period permitted by applicable law; accordingly, Lessor and Lessee agree that with respect to any time limitations set forth under Iowa law, the length of the Development Term, the Operations Term, and the Extended Operations Terms shall each be treated and measured independent of each other. Further, Lessor and Lessee agree that the limitations set forth under Article I, Section 24 of the Iowa Constitution shall not apply to this Lease and the uses hereunder, as this Lessee's use of the Leased Premises under this Lease are not of an agricultural nature.

5. Ownership and Operation of the Improvements.

5.1 Title. Title to the Improvements has been and is reserved to Lessee and remains the sole property of Lessee unless the Lessor agrees to purchase the Improvements as provided in the PPA. Lessee may add or remove all or any portion of the Improvements at any time during the Term, irrespective of the manner or method of attachment of the same to the Leased Premises, provided same is accomplished in accordance with applicable laws. During the Term, Lessor shall have no ownership or other interest in any component of the Improvements or any tax credits or tax exemptions attributable to the Improvements or the electric energy, capacity or other generator-based products produced therefrom, whether in effect as of the Effective Date or as may come into effect in the future. Notwithstanding the foregoing, any terms to the contrary in the PPA regarding ownership and/or entitlements with respect to the foregoing shall supersede and control. Additionally, any such entitlements which, by law, are required to be passed through to the end users of the electric energy generated by the Project (i.e., Lessor)

shall be excluded from the foregoing and be the property of Lessor. Notwithstanding the terms of this Section 5.1, the Parties acknowledge that Lessor may be entitled to certain other interests and attributes of the Project, as may be set forth in the PPA, or such other agreements concerning the Project (the PPA and such other agreements collectively being referred to herein as the "**Project Agreements**"), entered into between Lessor and Lessee. In accordance therewith, this Section 5.1 shall not be construed to prohibit, limit, cancel or reduce Lessor's rights and entitlements under the Project Agreements; provided the same does not conflict with or diminish Lessee's rights as to the ownership of the Improvements and tax credits or tax exemptions under this Section 5.1, unless agreed to by Lessee in writing or unless the parties agree to the Lessor's purchase of the Improvements.

5.2 Operation of Improvements. The manner of operation of the Improvements, including, but not limited to, decisions on when to conduct maintenance, is within the sole discretion of Lessee. Notwithstanding the foregoing, Lessee at all times and at its sole cost and expense shall ensure that the Leased Premises and the Improvements are maintained and operated in accordance with prudent industry practices in place from time to time and in compliance with all applicable laws, governmental authorities, insurance underwriters, mortgages, deeds of trust, and covenants, conditions, and restrictions pertaining to the Leased Premises and the Improvements. During the construction and operation of the Improvements, Lessee shall take reasonably prudent measures to control and mitigate soil erosion on the Leased Premises.

6. Permits and Governmental Approvals. Lessee shall be responsible for obtaining at its sole cost and expense from any governmental agency or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights that are necessary in connection with the Project or the Operations. Lessor shall cooperate with Lessee as necessary to obtain any governmental approvals related to use of Leased Premises for the purposes stated in this Lease at no cost or expense to Lessor. Lessee shall reimburse Lessor for its out-of-pocket expenses incurred in connection with such cooperation within ten (10) days after Lessee's receipt of a written request for such payment.

7. No Rent. Except as otherwise explicitly set forth in this Lease or the PPA, Lessee shall have no obligations with respect to the payment of rent or other amounts to Lessor in exchange for Lessee's use and/or occupancy of the Leased Premises as provided under this Lease. The Parties acknowledge and agree that this Lease is entered into in consideration of the benefits to the Parties derived from the Project, as more specifically set forth in the PPA, the receipt and sufficiency of which is hereby acknowledged by the Parties.

8. Payment of Taxes. Lessee shall pay any and all general real property taxes or personal property taxes levied on the Leased Premises and the Improvements that are directly attributable to the Operations and any solar energy conversion equipment installed by Lessee on the Leased Premises, including any increases in the ad valorem property taxes levied against the Leased Premises that are assessed for the period from and after the Effective Date until the end of the Term hereof and are directly attributable to Improvements installed by Lessee and the change in Property's use; ("**Lessee's Taxes**"). Such Lessee's Taxes shall include any increase in taxes (or decrease in state property tax credits) due to: (i) a change in zoning classification of the Leased Premises or any other portion of the Lessor's real estate as a result of the Lessee's operations; (ii) a change in the classification of the Leased Premises or any other portion of the Lessor's real estate as agricultural or horticultural land for state property tax purposes;

and (3) the loss or partial loss of any municipal or governmental exemption to state property taxes due to the Lease of the Leased Premises for commercial operations. Lessee's responsibility for payment of taxes shall apply even if the Improvements, or a portion thereof, become subject to a replacement tax pursuant to Chapter 437A of the Iowa Code, as amended. Lessee shall have the right, at its sole expense, to appeal or contest any such increase it could be responsible to pay under this Lease and to compromise and settle the same, and Lessor shall execute such petitions and agreements and otherwise cooperate with Lessee to the extent reasonably necessary for Lessee to do so. Lessee shall be responsible for any penalties and/or interest that may be due on the Lessee's Taxes as a result of the failure of Lessee to timely make such payments. If the Leased Premises are currently eligible, or become eligible, for an exemption from property taxes under applicable law, Lessor agrees that it will take reasonable actions to maintain, renew or obtain such exempt status, if possible to do so. Any costs to do so shall be the responsibility of Lessee.

9. **Utilities.** Lessor and Lessee shall determine the party responsible for obtaining and paying for all utilities needed or used for the Project on the Leased Premises, including any costs associated with establishing utility service, as provided in the PPA. Lessor will not be liable for damages for any interruption in the availability of any utility or service. Such unavailability will not constitute an eviction or a disturbance of Lessee's use and possession of the Leased Premises or relieve Lessee from performing any of Lessee's obligations under this Lease. Lessor shall use commercially reasonable efforts to cooperate with Lessee in Lessee's efforts to obtain utility service to and from the Leased Premises.

10. **Liens.** Lessor and Lessee shall keep the other's interest in the Leased Premises free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished in connection with Lessor's or Lessee's (as applicable) ownership or use of the Leased Premises, subject to Lessor's and Lessee's (as applicable) right to contest such liens and claims. If Lessor or Lessee (as applicable) wishes to contest any such liens or claims, such Party shall, within forty-five (45) days after it receives notice of such lien or claim, provide a bond or other security as the other Party may reasonably request, or remove any such liens from the Leased Premises pursuant to applicable law.

11. **Maintenance of Leased Premises; Liability Waiver.**

11.1 **Maintenance.** Throughout the term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain the Improvements and all of the Leased Premises in good and clean condition and in accordance with all applicable laws, rules, ordinances, orders, and regulations of all governmental agencies, including the orderly maintenance and upkeep of all vegetation, grass, and shrubs under the Improvements. Lessee shall not unreasonably clutter the Leased Premises and shall collect and dispose of any and all of Lessee's refuse and trash. If Lessor or Lessee discovers noxious weeds on the Leased Premises during the Term or receives notice from a governmental authority with jurisdiction thereover that noxious weeds are present on the Leased Premises, Lessee will undertake all reasonable measures to control such weeds and comply with all directives of any governmental authority with jurisdiction thereover.

11.2 **Failure to Comply.** If Lessee fails to comply with any obligation of Lessee under this **Section 11**, after Lessor has given Lessee at least forty-five (45) days prior written notice of such

failure (except in event of emergency need for immediate action), Lessor shall have the right, in addition to remedies under paragraph 18 below, but not the obligation to take such measures to correct the noticed failure as Lessor deems necessary, in its reasonable discretion, and charge the reasonable cost and expense thereof to Lessee within forty-five (45) days.

12. **Security; Lessor's Access.** All security measures reasonably necessary to protect against damage or destruction of Lessee's Improvements, or injury or damage to persons or property on the Leased Premises, or the Operations, shall be provided by Lessee on the Leased Premises, including, if reasonably necessary, warning signs, and other measures appropriate and reasonable. Lessor may access any part of the Leased Premises that is within Lessee's secured areas for the purpose of inspection of activities thereon upon twenty-four (24) hours' notice to Lessee, except in case of emergency, when no advance notice shall be required, provided that such access shall comply with Lessee's safety requirements and shall not in any manner interfere with Lessee's Operations nor violate applicable laws or governmental regulations.

13. **Insurance.** At all times during which Lessee is conducting any activities on the Leased Premises, and at all times during the Term of this Lease, Lessee shall, at its own cost and expense, obtain and maintain in effect coverage limits attributable to the Leased Premises under (a) commercial general liability insurance, with bodily injury and property damage coverage of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, (b) workers' compensation or employers' liability insurance in the amount required by Iowa law and (c) automobile liability insurance of at least One Million Dollars (\$1,000,000) per accident. Lessor shall be provided with additional insured status on all policies of such insurance, excluding those for workers' compensation or employers' liability. Lessee shall provide to Lessor a certificate evidencing such coverage. The foregoing requirements may be satisfied by combination of general liability and umbrella/excess liability policies. The insurance provided by Lessee shall be primary and non-contributing for Lessee's activities on the Leased Premises with respect to Lessor's insurance.

14. **Lessor's Representations, Warranties and Covenants.** In addition to all other representations, warranties or covenants set forth in this Lease, express or implied, Lessor hereby represents, warrants and covenants to Lessee as follows:

14.1 **Lessor's Authority.** Lessor is, or shall be, the sole owner of the Leased Premises and has the unrestricted right and authority to execute this Lease and to grant to Lessee the rights granted hereunder. Each person signing this Lease on behalf of Lessor is authorized to do so, and all persons who possess, or will possess, any ownership or possessory interest in the Leased Premises are signing this Lease as Lessor. When signed, and subject to Section 1 of this Lease, this Lease constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. No consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by such party for Lessor's lawful execution, delivery and performance of this Lease.

14.2 **Liens and Tenants.** To the best of Lessor's actual knowledge, there are no liens, encumbrances, leases, fractional interests, mineral rights or oil and gas rights, or other exceptions to Lessor's fee title ownership of the Leased Premises or otherwise burdening the surface estate of Lessor in the Leased Premises which would prevent or inhibit Lessee's use and occupancy of the Leased Premises

as contemplated under this Lease. Lessor has not received any notice (orally or in writing) from any third-party of any adverse claim or encumbrance burdening the Leased Premises. There are no tenants on the Leased Premises or leases encumbering the Leased Premises as of the Effective Date. If applicable, Lessor will cause Lessor's tenant(s) under such leases to vacate the Leased Premises as of the Effective Date to allow for Lessee's exclusive use and quiet enjoyment thereof, without liability to Lessee.

14.3 No Interference. On or after the Effective Date, Lessor shall not grant any rights to any person or entity, which would, currently or in the future, impede or interfere with: (a) Lessee's surface access to the Project and the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of the Project; (b) the flow of solar radiation, or direction of exposure to the sun over the Leased Premises; or (c) the undertaking of any other activities of Lessee permitted under this Lease. Provided, however, the foregoing provision shall not apply to any utility easement that Lessor is required to execute pursuant to applicable law. If a question exists as to whether a potential grant of rights by Lessor would or would not interfere with Lessee's rights in the manner prohibited hereunder, Lessor may submit such question to Lessee in writing. Within sixty (60) days after Lessee's receipt of any such written inquiry from Lessor, Lessee shall respond to Lessor in a writing providing either Lessee's consent to or denial of the potential grant of rights. Any denial shall be based upon Lessee's receipt of an opinion from a qualified third-party engineer that the proposed grant of rights could interfere with the rights of Lessee in the manner(s) prohibited hereunder.

14.4 Title Review and Cooperation. Lessor, at no cost to Lessor, shall cooperate with Lessee to obtain non-disturbance, subordination and other title curative agreements as reasonably requested by Lessee from any person with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Leased Premises to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Lessee under this Lease. Lessor shall also provide Lessee with any further assurances and shall execute any truthfully accurate estoppel certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or otherwise reasonably requested by Lessee.

14.5 Requirements of Governmental Agencies/Lenders. During the Term, Lessor, at no cost to Lessor, shall use commercially reasonable efforts to cooperate with Lessee in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Lessee in connection with the development, financing, construction, installation, replacement, relocation, maintenance, operation or removal of the Improvements, including execution of applications for such approvals and delivery of information and documentation related thereto, and execution, if required, of any orders or conditions of approval. Lessee shall reimburse Lessor for its actual, reasonable out of pocket expenses incurred in connection with such cooperation.

14.6 Hazardous Materials. To Lessor's actual knowledge, Lessor is in material compliance with all environmental laws as the same are applicable to the Leased Premises, and is not subject to any environmental proceedings with respect to the Leased Premises, nor is there any environmental proceeding with respect to the Leased Premises to which any other person is subject. Lessor has not received any written notice of any violation, and to the actual knowledge of Lessor, no other person has received any written notice of any violation, that, as of the date hereof, remains uncured,

and no writs, injunctions, decrees, orders or judgments outstanding, no suits, claims, actions, proceedings or investigations have been instituted or filed, and none are pending or, to the knowledge of Lessor, threatened, under any environmental laws with respect to the ownership, use or occupation of the Leased Premises. "Hazardous Materials" shall mean any asbestos containing materials, petroleum, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances, or toxic substances under any federal, state, or local law or regulation; provided, however, that normal agricultural use of agricultural pesticides and other chemicals commonly used on crops in conformance with generally accepted agricultural practices shall not be included as a Hazardous Material for purposes of this Lease. As of the Effective Date, to Lessor's actual knowledge: (a) no Hazardous Materials have ever been produced on the Leased Premises or disposed of thereon or therein, (b) no release has occurred on the Leased Premises, and (c) no Hazardous Materials have migrated to the Leased Premises. Lessor shall not violate, and shall indemnify Lessee for, from and against any violation (past, present or future) by Lessor or Lessor's Agents (hereinafter defined), or by Lessor's predecessors-in-interest and known by Lessor as of the Effective Date, of, any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials which were or are introduced, released, or brought onto the Leased Premises by Lessor, Lessor's Agents or Lessor's predecessors-in-interest.

15. **Lessee's Representations, Warranties and Covenants.** In addition to all other representations, warranties or covenants set forth in this Lease, express or implied, Lessee hereby represents, warrants and covenants to Lessor as follows:

15.1 **Lessee's Authority.** Lessee is An Iowa limited liability company, is not in violation of any provisions of its Articles of Organization or operating agreement(s), is authorized and financially capable to enter into and perform its obligations under this Lease and, to the best of the knowledge of Lessee, is not in violation of the laws of the State of Iowa. Each person signing this Lease on behalf of Lessee is authorized to do so. When signed, this Lease constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms. No consent or other approval, authorization or action by, or filing with, any person is required to be made or obtained by such party for Lessee's lawful execution, delivery and performance of this Lease.

15.2 **Mechanic's Liens.** Lessee shall at all times keep and maintain the Leased Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for the benefit of Lessee in connection with the Leased Premises. The interest of Lessor in the Leased Premises shall not be subject to liens for improvements made by or on behalf of Lessee, and nothing contained in this Lease shall be construed as a consent on the part of Lessor to subject Lessor's estate in the Leased Premises to any lien or liability under applicable law. Lessee will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work by Lessee on the Leased Premises and will hold Lessor harmless from all losses, costs, or expenses based on or arising out of asserted claims or liens with respect to such work against the leasehold estate or against the interest of Lessor in the Leased Premises or under this Lease. Lessee will give Lessor immediate notice of any lien or encumbrance against the Leased Premises as a result of work by Lessee and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided Lessee may contest such liens or encumbrances as long as such

contest prevents foreclosure of the lien or encumbrance and Lessee causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Lessor within such thirty (30)-day period.

16. **Indemnity.**

16.1 **Indemnity by Lessee.** Lessee shall defend, indemnify and hold Lessor, and Lessor's elected and appointed officials, employees, agents, contractors, tenants, heirs and successors harmless from and against all Defaults (subject to applicable cure periods) and all actions, claims, demands, losses, expenses, (including attorney fees), liabilities and claims of liability, for damage to property or injury to persons resulting from the Operations or the Project or any actions, inaction or activities of Lessee, its agents, contractors, employees, guests, invitees, licensees and permittees (collectively, "**Lessee's Agents**") on or about the Leased Premises, except to the extent that such liability or loss is due to the negligence or willful misconduct of Lessor or its agents, employees, contractors, guests, invitees, licensees and permittees (collectively, "**Lessor's Agents**").

Indemnity by Lessor and Insurance. To the extent allowed by law, and subject to the restrictions and protections provided under the Iowa Tort Claims Act, Lessor shall defend, indemnify and hold Lessee, and Lessee's directors, officers, members, shareholders, partners, tenants, heirs and successors harmless from and against all Defaults (subject to applicable cure periods) and all liability and claims of liability, for damage to property or injury to persons resulting from actions or activities of Lessor's Agents on the Leased Premises, except to the extent that such liability or loss is due to the negligence or willful misconduct of Lessee or Lessee's Agents. Lessee and Lessor expressly agree and state that the purchase of any policy of insurance under this Agreement by the Lessor does not waive any of the defenses of governmental immunity available to the Lessor under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time. Lessee and Lessor further agree that any policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Code Section 670.4 as it now exists and as it may be amended from time to time.

16.2 **Hazardous Materials.** Lessee shall not violate, and shall defend, indemnify and hold Lessor harmless against, any claims, costs, damages, fees or penalties arising from a violation by Lessee or Lessee's Agents of any federal, state or local law, ordinance, order, or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials, on or under the Leased Premises, except for any such violation in existence on or under the Leased Premises as of the Effective Date of this Lease.

16.3 **Survival of Provision.** The obligations of the Parties under this **Section 16** shall survive the expiration or earlier termination of this Lease.

17. **Assignment; Right to Mortgage and Assign.**

17.1 **Terms.** As used in this Lease, the term "**Sublessee**" means any person that receives an interest from Lessee of less than all of the right, title or interest under this Lease and the term "**Sublease**" means the grant or assignment of such rights from Lessee to a Sublessee.

17.2 **Encumbrances, Security Interests, and Mortgages.**

(a) Lessee or a Sublessee may, with Lessor's consent, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Lease, the leasehold estate and/or easement estate(s) created by this Lease (collectively, the "Leasehold Estate"), any Sublease, and the Project (collectively, the "Solar Assets") in connection with the financing of all or any portion of the Project, which security interests (including any deeds of trusts) in all or a part of the Solar Assets are collectively referred to in this Lease as "Mortgages" and the holders of the Mortgages, their designees and assigns are each referred to in this Lease as a "Mortgagee". Under no circumstances shall any Mortgagee or Sublessee have any greater rights of ownership or use of the Leasehold Estate than the rights granted to Lessee in this Lease, and under no circumstance shall any Mortgagee or Sublessee have any greater rights or lesser responsibilities than Lessee under the terms of this Lease. Notwithstanding anything in this Lease to the contrary any Sublessee shall be bound by the terms of this Lease to the extent of such Sublessee's interest in and to the Leased Premises or Solar Assets. Lessee shall provide Lessor with written notice of any Mortgage(s) within ninety (90) days after such Mortgage(s) becomes legally binding.

(b) Subject to Section 14.4 of this Lease, Lessor may, upon prior written notice from Lessor to Lessee, mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in the Leased Premises so long as such conveyances do not interfere with Lessee's rights and interests under this Lease. Notwithstanding the foregoing, Lessor may sell, devise or otherwise transfer fee title to the Leased Premises without Lessee's consent so long as any subsequent owner is bound by the terms of this Lease and so long as such conveyances do not interfere with Lessee's rights and interests under this Lease.

17.3 Assignments. With the prior written consent of Lessor, Lessee and each Sublessee may sell, convey, transfer, lease, or assign its interest in this Lease or Sublease, as the case may be, or any portion thereof, and all or any portion of the Solar Assets on either an exclusive or non-exclusive basis, or to apportion, grant sub-easements, co-easements, separate easements, leases, subleases, co-leases, co-tenancy rights, licenses or similar rights, however denominated (collectively, "Assignments") to any third party; provided that the assignee assumes all duties and obligations of Lessee under this Lease. The terms of such Assignment(s) shall not expand, or alter in any way, the rights and obligations of the Parties under this Lease. Upon the effective date of any Assignment under which all of the interest of Lessee or any Sublessee (or the interest of their respective successors or assigns) in the Solar Assets is assigned, Lessee or Sublessee, as the case may be, shall be released from any liability under this Lease or Sublease, as applicable, accruing on or after the effective date of the Assignment, provided that the assignee assumes in writing the obligations of the assigning party. Notwithstanding the foregoing, in the event of any Assignment under which less than all of the interest of Lessee or any Sublessee (or the interest of their respective successors or assigns) in the Solar Assets is assigned, Lessee or Sublessee, as the case may be, shall not be relieved of its obligations under the Lease or Sublease, as applicable, and Lessee or Sublessee shall continue to be primarily liable to the same extent as though no Assignment has been made, unless otherwise agreed to in writing by Lessor. Lessee shall provide written notice to Lessor of any Assignment(s) within ninety (90) days after such Assignment(s) becomes legally binding; provided, however, that failure to give such notice shall not constitute a default under this Lease, but rather shall only have the effect of: (a) not binding Lessor with respect to such Assignment(s) until such notice is given, and (b) not releasing the assignor from liability under this Lease until such notice is given. Any member of Lessee or a Sublessee shall have the right from time to time

without Lessor's consent to transfer any partnership, membership or other ownership interest in Lessee or a Sublessee to one or more persons or entities.

17.4 Limitations on Assignment and Sublease

Notwithstanding anything to the contrary in this Agreement, there shall be no assignment of this Lease or any of Lessee's interests herein, nor of any Sublease or an interest therein, except as may otherwise be approved by Lessor in its discretion. All references to assignment and subleasing in this Agreement shall be so limited.

18. **Default.** Each of the following events shall constitute an event of default ("Default") by the Parties and shall permit the non-defaulting Party to terminate this Agreement and pursue all other appropriate remedies.

(a) The failure or omission by Lessee (or permitted assign) to pay any amount required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after the date Lessee (or permitted assign) receives written notice from Lessor of such failure or omission to pay;

(b) The failure or omission by any Party to observe, keep, or perform any of the other terms, agreements, or conditions set forth in this Agreement (except payment obligations), and such failure or omission has continued for thirty (30) days (or such longer period required to cure such failure or omission, not to exceed ninety (90) days, if such failure or omission cannot reasonably be cured within such thirty (30)-day period) after written notice from the other Party;

(c) A Party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within thirty (30) days after filing; or

(d) The occurrence of an event of default by a Party under the PPA, following the expiration of all applicable cure periods with respect to such event of default thereunder.

In the event of any Default, the non-defaulting Party shall give written notice thereof to the alleged defaulting Party and any Mortgagee that has, in writing to the noticing Party, requested Default notice copies, which notice shall include the acts required to cure the same with reasonable specificity. Delinquent payments shall bear interest from their respective due dates until paid at the rate of eight percent (8%) per annum. Any prohibited conduct under this Lease may be enjoined and this Lease shall be specifically enforceable. Subject to the other terms and conditions of this Lease, each Party shall have all rights and remedies available at law and in equity for any Default by the other Party. The obligations of the Parties under this Section 18 shall survive the expiration or earlier termination of this Lease.

(d) Upon a default, the non-defaulting Party shall have and shall be entitled to exercise any and all remedies available to it at law or in equity, including the right to terminate this Lease pursuant to applicable law, all of which remedies shall be cumulative.

19. **Termination by Lessee.** Provided Lessee is not in default under any term of this Lease of of the PPA, Lessee, at its option, shall have the right to terminate this Lease at any time during the

Term of the Lease, as to all or any part of the Leased Premises. Termination shall be effective on the date when Lessee has fulfilled its obligations under Section 20 of this Lease and of the PPA. If Lessee's notice is a full termination of all the Leased Premises, the Parties shall be relieved of all further duties and obligations under this Lease, other than (i) the payment of any accrued and unpaid obligations or liabilities owed by either Party as of the date of termination; (ii) the removal of the Improvements by Lessee pursuant to Section 20.2; and (iii) any other obligations and liabilities that are expressly stated in this Lease to survive such termination. Upon any such partial termination by Lessee, the Parties shall be relieved of all further duties and obligations under this Lease with respect to the portion thereof terminated by Lessee, subject to the obligations and liabilities referenced in items (i) through (iii) above that shall continue to be applicable to the terminated portion of this Lease. The Parties agree to execute an amendment to this Lease evidencing such partial termination at the sole cost and expense of the Lessee and the Lessor shall be reimbursed for its reasonable and documented out-of-pocket costs, including, but not limited to attorneys' fees, incurred as a direct result of obtaining such amendment.

20. **Surrender and Restoration.**

20.1 **Surrender.** Upon any termination, surrender, or expiration of this Lease, and provided Lessor has not exercised a purchase option under the PPA, Lessee shall remove all of Lessee's Improvements as stated below and restore the Leased Premises to the condition in which they existed before the Effective Date, and shall peaceably deliver up to Lessor possession of the Leased Premises or any part thereof, and other rights granted by this Lease, and shall execute, at Lessor's request, any and all documents needed to record or evidence such termination with the appropriate governmental agency.

20.2 **Restoration.** Within six (6) months after any termination, surrender, or expiration of this Lease and provided Lessor has not exercised a purchase option under the PPA, Lessee at its sole cost and expense, shall decommission the Solar Energy Facilities, which shall include the removal of all Improvements including, but not limited to all improvements, structures, and sub-stations. However, notwithstanding the foregoing, Lessee shall not remove the "Pavilion Structure" from Heritage Park. Within such six (6) month period, subject to tolling as provided below, Lessee shall also restore the Leased Premises to the condition as it existed on the Effective Date, including the removal or remediation of any Hazardous Materials existing on the Leased Premises as a result of the Project, and shall repair any damage to the Leased Premises as a result of the construction, operation or removal of Lessee's Improvements under this Section 20.2 ("**Restoration**"). On or before the Commercial Operations Date, if requested by Lessor, any affiliate of Lessee with a beneficial interest in Lessee, shall execute and deliver to Lessor a limited guarantee agreement, for the benefit of Lessor, guaranteeing the Restoration Amount (defined below) for the Term of this Lease (the "**Restoration Guarantee**"). The obligations and liabilities of the guarantor under the Restoration Guarantee shall be limited to Lessee's obligations with respect to Restoration, in an amount up to the Restoration Amount, as provided under this Section 20.2, and shall not act as a guarantee of any other obligations or liabilities under this Lease or elsewhere. The "**Restoration Amount**" is defined as an amount equal to the expected cost to complete the Restoration, less the salvage value of all the Improvements, as determined by a qualified third-party engineer. As of the Commercial Operations Date, the Restoration Guarantee shall remain in effect at all times until Lessee fully satisfies its Restoration obligations in accordance with this Section 20.2. The Restoration Guarantee shall explicitly prohibit rescission, modification or termination by Lessee before such time; provided that the guarantor under the Restoration Guarantee may be substituted with a replacement guarantor, in

Lessee's sole discretion and without the consent of Lessor, so long as such replacement guarantor maintains at least \$10,000,000 in assets. The assets of any such replacement guarantor shall be evidenced by written financial statements prepared by a certified accountant provided to Lessor prior to such substitution becoming effective. All other modifications to the Restoration Guarantee shall require the prior written approval of Lessor. Notwithstanding the foregoing, Lessee's Restoration obligations shall not include the removal of below ground electric lines and cables buried at a depth of more than four (4) feet measured from the topsoil directly above such electric lines and cables, and such Improvements may remain on the Leased Premises without liability to Lessee beyond termination, surrender or expiration of this Lease, and shall become the property of Lessor at such time. Upon the written consent of Lessor, Lessee may leave all roads and grading in their condition existing at the time this Lease terminates. Lessor shall have the opportunity to reasonably inspect the Restoration completed by the Lessee hereunder and, if Lessor does not believe Lessee has satisfied its Restoration obligations, Lessor shall notify Lessee in writing of any incomplete Restoration Obligations within nine (9) months after any termination, surrender, or expiration of this Lease. Upon receipt of such notice, Lessor and Lessee agree to cooperate with each other in good faith to resolve any disputes with regard to completion of Restoration, and if resolved, the deadline for Restoration shall be tolled until completion; provided that such deadline shall not be tolled beyond a maximum of twelve (12) months. If Lessor fails to notify Lessee in writing of any incomplete Restoration Obligations within nine (9) months after any termination, surrender, or expiration of this Lease, it shall be conclusively deemed that Lessee satisfied all obligations with respect to Restoration hereunder, and the Restoration Guarantee shall be of no further force or effect. This Section 20.2 shall survive expiration or termination of this Lease.

21. Condemnation.

21.1 Complete Taking. If, at any time, any authority having the power of eminent domain shall condemn all or substantially all of the Leased Premises, or the Improvements thereon, for any public use or otherwise, then the interests and obligations of Lessee under this Lease in or affecting the Leased Premises shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Leased Premises or the Project thereon, (ii) the date that Lessee determines it is no longer able or permitted to operate the Project on the Leased Premises in a commercially viable manner, or (iii) the date of the condemnation judgment; at which time this Lease shall terminate and Lessor and Lessee shall be relieved of any and all further obligations and conditions to each other under this Lease except the obligations which arose prior to such termination and/or that survive the expiration or earlier termination of this Lease.

21.2 Partial Taking. If, at any time during the Term, any authority having the power of eminent domain shall condemn any portion, less than substantially all, of the Leased Premises, then the interest and obligations of Lessee under this Lease as to those Improvements or the Leased Premises so taken shall cease and terminate upon the earlier of (i) the date that the condemning authority takes physical possession of the Leased Premises, (ii) the date that Lessee determines it is no longer able or permitted to operate portion of the Project so taken on the Leased Premises, in a commercially viable manner, or (iii) the date of the condemnation judgment, and, unless this Lease is terminated as herein provided, this Lease shall continue in full force and effect as to the remainder of the Leased Premises; provided, however, that if Lessee, in its sole discretion, determines that such partial taking would cause the continued operation of the entire Project not to be commercially viable, Lessee shall have the right to

terminate this Lease via written notice to Lessor. If Lessee so terminates, Lessor and Lessee shall be relieved of any and all further obligations and conditions to each other under this Lease except the obligations which arose prior to such termination and/or that survive the expiration or earlier termination of this Lease.

21.3 Condemnation Award. In the event of a complete or partial taking of the Solar Assets, Lessee shall be entitled to receive all compensation and damages paid by the condemning authority arising from such taking and payable on account of Lessee's Improvements, loss of revenue, relocation costs, inability to relocate, and loss of interest in and to the Leased Premises provided under this Lease; Lessor shall be entitled to all other amounts of the award. If allowed under the law, Lessee may separately pursue a claim against the condemnor for such damages.

22. Certain Protective Covenants.

22.1 Noninterference. Subject to Section 3.1 of this Lease, during the term of this Lease, Lessor covenants and agrees that it will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; (ii) take any action or permit any condition to exist on the Leased Premises which will materially interfere with the availability or accessibility of sunlight on or to the Leased Premises; (iii) take any action which will in any way materially interfere with the transmission of electric, electromagnetic or other forms of energy to or from the Leased Premises; or (iv) take any action which will materially impair Lessee's access to the Leased Premises for the purposes specified in this Lease, materially obstruct access to sunlight on, over or across the Leased Premises or materially impair Lessee's access to any or all of the Improvements. Notwithstanding the foregoing, Lessor shall have no obligation under this Lease to provide, obtain or maintain any easement for sunlight on, over or above any real property not owned or controlled by Lessor. If a question exists as to whether an act or potential act by Lessor would or would not interfere with Lessee's rights in the manner prohibited hereunder, Lessor may submit such question to Lessee in writing. Within sixty (60) days after Lessee's receipt of any such written inquiry from Lessor, Lessee shall respond to Lessor in a writing providing either Lessee's consent to or denial of the act. Any denial shall be based upon Lessee's receipt of an opinion from a qualified third-party engineer that the proposed act could interfere with the rights of Lessee in the manner(s) prohibited hereunder.

22.2 Quiet Enjoyment. Provided Lessee observes the terms and conditions of this Lease, Lessor warrants that Lessee shall peaceably hold and enjoy the Leased Premises, and any and all other rights granted by this Lease for its entire term without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor except as expressly provided in this Lease.

22.3 Observance of Laws and Covenants; Safety. Lessee shall use the Leased Premises granted by this Lease only for the purposes stated herein and shall conduct all of its operations on the Leased Premises in a lawful manner after obtaining all necessary permits and government approvals.

23. Consequential Damages Waiver. The Parties shall have no liability for any special, consequential or exemplary damages or losses of any kind, whether arising in contract, warranty, tort

(including negligence), strict liability or otherwise, including, but not limited to, losses of use, profits, business, reputation, or financing.

24. **Mortgagees.**

24.1 **Mortgagee Protection.** Any Mortgagee, upon delivery to Lessor of notice of its name and address, for so long as its Mortgage is in existence shall be entitled to the following protections which shall be in addition to those granted elsewhere in this Lease or a Sublease as the case may be:

(a) **Right to Cure Defaults/Notice of Defaults.** To prevent termination of this Lease or any partial interest in this Lease, each Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any Default by Lessee and to prevent the termination of this Lease or any partial interest in this Lease. As a precondition to exercising any rights or remedies as a result of any alleged Default by Lessee, Lessor shall give written notice of such Default to each Mortgagee that has delivered to Lessor notice of its name and address and who has requested to receive copies of a Default notice concurrently with delivery of such notice to Lessee, specifying in detail the alleged Default and the required remedy. Each such Mortgagee shall have the same amount of time to cure the Default as is given to Lessee. The cure period for each Mortgagee shall begin to run upon receipt of written notice from Lessor to Mortgagee.

(b) **Extended Cure Period.** If any Default by Lessee under this Lease cannot be cured without the Mortgagee obtaining possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of Lessee's interest in this Lease, then any such Default shall be deemed remedied if: (i) Mortgagee or its assignee cures any outstanding monetary Default within the cure periods provided in Section 18; (ii) within the cure period granted to Mortgagee in Section 18 above, either Mortgagee or its assignee shall have acquired possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial or non-judicial proceedings to obtain the same; (iii) the Mortgagee or its assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (iv) after gaining possession of all or part of the Leased Premises and/or all or part of the Improvements and/or all or part of such interest in this Lease, the Mortgagee or its assignee cures all Defaults under the Lease to the extent required in Section 18, and performs all other obligations as and when the same are due in accordance with the terms of this Lease. If a Mortgagee or its assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee or any defaulting assignee, as the case may be, from commencing or prosecuting the proceedings described above, the period specified above for commencing such proceeding shall be extended for the period of such prohibition.

(c) **Acquisition of Title.** Following acquisition of all or a portion of the Solar Assets by the Mortgagee, its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Lease or a Sublease, as the case may be, shall continue in full force and effect, and the party acquiring title to the Solar Assets shall cure all monetary Defaults within thirty (30) days of acquiring title, and as promptly as reasonably possible, commence the cure of all other Defaults under this Lease or a Sublease, as the case may be, and

thereafter diligently process such cure to completion within ninety (90) days after title is acquired, whereupon Lessor's right to terminate this Lease based upon such Defaults shall be deemed waived, providing all Defaults are cured. Any Mortgagee or other party who acquires Lessee's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee by this Lease incurred or accruing after such Mortgagee or acquiring party no longer has ownership of the Lease and possession of the Leased Premises.

(d) **Mortgagee's Right to Possession, Right to Acquire and Right to Assign.** A Mortgagee shall have the absolute right (i) to assign its Mortgage; (ii) to enforce its lien and acquire title to all or any portion of the Solar Assets by any lawful means; (iii) to take possession of and operate all or any portion of the Solar Assets and to perform all obligations to be performed by Lessee or a Sublessee under this Lease or a Sublease as the case may be, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Solar Assets by foreclosure or by an assignment in lieu of foreclosure and thereafter without Lessor's consent to assign or transfer all or any portion of the Solar Assets to a third-party so long as such assignee or transferee is financially capable of carrying out Lessee's obligations under this Lease, and Lessor's consent, which shall not be unreasonably withheld, conditioned or delayed, shall be required for any other assignment or transfer. Upon acquisition of the interests of all or any portion of the Solar Assets by a Mortgagee or any other third-party which acquires the interests, from or on behalf of the Mortgagee, in accordance with the terms of this Lease, Lessor shall recognize the Mortgagee or such other party (as the case may be) as Lessee's or a Sublessee's proper successor, and this Lease and any such Sublease shall remain in full force and effect.

(e) **Liability.** Any Mortgagee that does not directly hold an interest in the Solar Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Lease or a Sublease as the case may be prior to the time the Mortgagee directly holds an interest in the Solar Assets, or succeeds to absolute title to Lessee's or a Sublessee's interest therein. A Mortgagee shall be liable to perform Lessee's or a Sublessee's obligations under this Lease or a Sublease as the case may be only for and during the period it directly holds such interest or title. Furthermore, if Mortgagee elects to (i) perform Lessee's or a Sublessee's obligations under this Lease or the Sublease as the case may be, (ii) continue Operations on the Leased Premises, (iii) acquire any portion of Lessee's or a Sublessee's right, title or interest in all or any of the Solar Assets or (iv) enter into a new Lease or a Sublease as the case may be as provided in Section 24(g), then the Mortgagee shall not have any personal liability to Lessor, and Lessor's sole recourse against Mortgagee shall be to execute against the Mortgagee's interest in the Solar Assets. Moreover, any Mortgagee or other party which acquires the Solar Assets by foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Lease or a Sublease, as the case may be, to the extent the obligations are incurred or accrue after that Mortgagee or other party no longer has ownership of the Solar Assets and possession of the Leased Premises.

(f) **Termination.** Neither the bankruptcy nor the insolvency of Lessee or a Sublessee shall be grounds for terminating this Lease or a Sublease so long as all payments and all other monetary charges payable by Lessee or Sublessee under this Lease or a Sublease, as the case may be, are paid by the Mortgagee in accordance with the terms of this Lease or a Sublease, as the case may be.

(g) **New Lease.** If this Lease or a Sublease, as the case may be, terminates for any reason, including, without limitation, because of Lessee's or a Sublessee's uncured Default or because it is rejected or disaffirmed under bankruptcy law or any other law affecting creditors' rights, then, so long as a Mortgagee has cured any monetary and/or insurance Default prior to expiration of the Mortgagee cure period identified in Section 18 and is making commercially reasonable efforts to cure any non-monetary Default, Lessor will, immediately upon written request from the Mortgagee received within ninety (90) days after the termination, rejection, or disaffirmance, without demanding additional consideration therefor, enter into a new Lease or a new Sublease as the case may be in favor of the Mortgagee, which new Lease or new Sublease shall (i) contain the same covenants, agreements, terms, provisions and limitations as this Lease or the Sublease, as the case may be (except for any requirements that have been fulfilled by Lessee or a Sublessee prior to the termination, rejection, or disaffirmance), (ii) be for a term commencing on the date of the termination, rejection, or disaffirmance and continuing for the remaining Term or the term of the Sublease, as the case may be, before giving effect to the termination, rejection, or disaffirmance, (iii) contain a lease or sublease as the case may be on, over, under, upon along and across the Leased Premises or such portion thereof as to which the Mortgagee held a lien on the date of the termination, rejection, or disaffirmance, (iv) contain a grant to the Mortgagee of access, transmission, communications, utility, and other easements covering such portion or portions of the Leased Premises as Lessee held under this Lease prior to its termination, (v) impose the same rights and obligations of the Parties as imposed under this Lease, (vi) not provide Mortgagee with any rights or entitlements in excess of those provided to Lessee, or change or increase the obligations of Lessor, as provided under this Lease, and (vii) enjoy the same priority as this Lease or a replaced Sublease, as the case may be, has over any lien, encumbrance or other interest created by Lessor, and, until such time as the new Lease or Sublease as the case may be is executed and delivered, the Mortgagee may enter, use and enjoy the Leased Premises and conduct Operations on the Leased Premises as if this Lease or the Sublease, as the case may be, were still in effect at the option of the Mortgagee, the new Lease or Sublease, as the case may be, may be executed by a designee of the Mortgagee, with the Mortgagee assuming the burdens and obligations of Lessee or a Sublessee thereunder. If more than one Mortgagee makes a written request for a new Lease or Sublease, as the case may be, under this Section 24.1(g), then the new Lease or Sublease shall be delivered to the Mortgagee whose lien is senior in priority.

(h) **Mortgagee Consent.** Lessor shall not agree to any material amendment, mutual termination or modification or accept any surrender of this Lease, nor shall any such amendment, termination, modification or surrender be effective, without the written consent of the Mortgagee.

(i) **Amendments.** Lessor and Lessee shall cooperate in amending this Lease from time to time to include any provision that may reasonably be requested by any Mortgagee for the purpose of preserving the Mortgagee's interest in the Leased Premises, provided that neither Lessor's rights nor Lessee's obligations under this Lease are diminished thereby.

24.2 Estoppel Certificates and Cooperation. Lessor will, within thirty (30) business days following receipt of written request, execute estoppel certificates (certifying as to truthful matters, including that no default then exists under this Lease or a Sublease, if such be the case), consents to assignment and non-disturbance agreements provided for in this Lease as Lessee, a Sublessee or any Mortgagee may reasonably request at any time and from time to time. Lessor, Lessee and Sublessee (if

applicable) will cooperate in (a) amending this Lease or a Sublease, as the case may be, from time to time to include any provision that may be reasonably requested by Lessee or a Sublessee or any Mortgagee to implement the provisions contained in this Lease or a Sublease as the case may be, or to preserve a Mortgagee's security interest, and does not materially prejudice Lessor's rights under, or interest in, this Lease, and (b) execute any documents that may reasonably be required by Lessee, a Sublessee, or a Mortgagee to implement the provisions of this Section 24.2. Lessor will request any of Lessor's lenders holding an interest secured by the Leased Premises to execute an agreement of non-disturbance furnished by any Mortgagee with respect to Lessee's or a Sublessee's interest in the Lease. Lessor's cooperation with Lessee under this provision shall be at the sole cost and expense of the Lessee and the Lessor shall be reimbursed for its reasonable and documented out-of-pocket costs, including, but not limited to attorneys' fees, incurred as a direct result of Lessor's cooperation.

24.3 No Merger. There shall be no merger of this Lease with the fee estate in the Leased Premises by reason of the fact that this Lease or any interest in the Leased Premises may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Leased Premises, and all persons (including each Mortgagee) having an interest in this Lease or in the estate of Lessor and Lessee, shall join in a written instrument effecting such merger and shall duly record the same.

24.4 Damage/Condemnation. Notwithstanding anything to the contrary in this Lease, the disposition of any condemnation award and/or casualty insurance proceeds shall be governed by the terms of any first priority Mortgage encumbering Lessee's interest in the Solar Assets to the extent the same conflicts with the terms of this Lease.

25. Notice.

25.1 Writing. All notices given or permitted to be given hereunder shall be in writing.

25.2 Delivery. Notice is considered given either (a) when delivered in person to the recipient named below, or (b) when delivered by courier service which certifies in writing the date of delivery, or five (5) business days after deposit in the United States mail as certified or registered mail (return receipt requested), in a sealed envelope or container, postage and postal charges prepaid, addressed by name and addressed to the Party or person intended as follows:

Notice to Lessor: City of Dallas Center
Attn: City Clerk
1502 Walnut Street, P.O. Box 396
Dallas Center, Iowa 50063
(515) 992-3725

Notice to Lessee: Red Lion Dallas Center Solar, LLC
Attn: Terry Dvorak
2719 Georgetown Avenue

Norwalk, Iowa 50211
(515) 991-4594

25.3 **Change of Recipient or Address.** Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

26. **Expenses of Enforcement.** To the extent permitted under Iowa law, if any Party hereto brings any action or proceeding to interpret or enforce any of the terms, covenants or conditions hereof, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party or parties thereto reimbursement for all reasonable expenses, costs and fees incurred in connection with the action or proceeding, including such expenses, costs and fees incurred due to any appeal.

27. **Further Assurances.** The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be necessary or desirable to carry out the purposes of this Lease and to give full force and effect to each and all of the provisions thereof.

28. **Amendments.** This Lease shall not be amended or modified in any way except by an instrument signed by Lessor and Lessee.

29. **Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby.

30. **Governing Law and Dispute Resolution.**

30.1 This Lease shall be governed by the laws of the State of Iowa. Any action to enforce or interpret any provision of this Lease shall be filed in any state or federal court in Iowa having jurisdiction and which is a proper venue in the matter.

30.2 The Parties agree to first attempt to settle any dispute arising out of or in connection with this Lease by good-faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, each shall have all remedies available at law or in equity and as provided by this Lease. **Each Party waives all right to trial by jury and specifically agrees that trial of suits or causes of action arising out of this Lease shall be to the court of competent jurisdiction.**

31. **Article and Paragraph Headings.** The Section headings herein are inserted only for convenience of reference and shall in no way define, limit or describe the scope or intent of a provision of this Lease.

32. **Entire Agreement.** This Lease shall constitute the entire agreement between the Parties with respect to the subject matter of this Lease and supersedes all other prior writings, negotiations and understandings.

33. **Effect of Termination.** Any termination of this Lease pursuant to the terms hereof shall not relieve either Party from any liabilities, obligations or indemnities arising prior to the effective date of such termination.

34. **Time of Essence.** Time is of the essence regarding each provision of this Lease.

35. **No Waiver.** No waiver by either Party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other Party.

36. **Counterparts.** This Lease may be executed in counterparts.

37. **Ownership of Improvements.** The Improvements shall not be deemed to be permanent fixtures (even if permanently affixed to the Leased Premises) and shall be and remain the sole property of Lessee. Within the ninety (90) day period after receipt by Mortgagee of a notice that the Lease has been terminated prior to the expiration date (or such longer time as may be reasonably necessary to remove the Improvements from the Leased Premises), Mortgagee, may remove the Improvements from the Leased Premises, provided that Mortgagee complies with all requirements of Lessee set forth in the Lease related to Restoration.

38. **Recording of Memorandum.** Concurrent with the execution of this Lease, the Parties shall execute, acknowledge and record in the land records office for Dallas County, Iowa, a memorandum of this Lease in the form attached as Exhibit 2, hereto.

39. **No Partnership.** Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, or any other association between Lessor and Lessee, other than the relationship of lessor and lessee.

40. **Brokerage Commissions.** Lessor and Lessee each represent that such Party has not incurred, directly or indirectly, any liability on behalf of the other Party for the payment by the other Party of any real estate brokerage commission or finder's fee in connection with this Lease. Lessor and Lessee shall indemnify, defend and hold the other Party harmless from and against any claim for any brokerage commissions or finder's fees claimed to be due and owing by reason of the indemnifying Party's activities.

41. **Taxes on Lease.** If any governmental authority levies, assesses, and/or imposes on Lessor a transfer tax as a result of this Lease, Lessor shall timely pay such tax and Lessee shall reimburse the same to Lessor.

42. **Forfeiture of Leased Premises.** If at any time the Leased Premises or any part thereof shall then be subject to forfeiture, or if Lessor shall be subject to any liability arising out of the nonpayment of real property or personal property taxes that are the responsibility of Lessor hereunder, Lessee may, in its sole and absolute discretion, following the expiration of ten (10) business days'

advance notice to Lessor and Lessor's failure to remedy the outstanding tax liability within such ten (10) business day period, notwithstanding any pending contest or review, elect to either pay such taxes or post such bonds as the taxing authority may require to prevent such forfeiture or liability and may offset the amount of such payments from amounts due Lessor under this Lease. Notwithstanding the foregoing, in the event Lessee pays such taxes or posts such bonds during a pending contest or review and Lessor subsequently prevails over the taxing authority, Lessee shall pay Lessor any amounts previously offset under the foregoing sentence if such amounts have been reimbursed to Lessee by the taxing authority.

43. **Governmental Immunity.** Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed to waive any defense available to Lessor under Iowa Code chapter 670 as it now exists or may be amended from time-to-time. Nothing in this Agreement shall be construed to waive any other source of sovereign immunity or similar exemption from or limitation on liability available to Lessor.

44. **City Ordinances, Zoning and Permit Requirements.** Lessee shall comply with all ordinances, zoning and permit requirements of the City of Dallas Center, Iowa, it being understood and agreed that nothing in this Agreement shall be deemed a waiver of such ordinances, zoning and permit requirements. Furthermore, as provided in such ordinances, zoning and permit requirements, Lessee shall defend, indemnify, and hold harmless the City of Dallas Center and its officials from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever including attorney fees arising out of the actions or omissions of Lessee or Lessee's contractors or contracted operator concerning the construction or operation of the solar energy facility without limitation, whether said liability is premised on contract or tort. Lessee's submittal for a building permit for a solar energy system shall constitute agreement to defend, indemnify, and hold harmless the City of Dallas Center and its officials.

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the Effective Date.

LESSOR

LESSEE

CITY OF DALLAS CENTER, IOWA
a municipal corporation

RED LION DALLAS CENTER SOLAR, LLC,
an Iowa limited liability company

By: _____
Daniel Beyer, Mayor

By: 
Terry Dvorak, LLC Member/Director

Date: July 11, 2023

Date: 6/29/23

By: _____
Shellie Schaben, City Clerk

Date: July 11, 2023

EXHIBIT 1-A TO LEASE AND EASEMENT AGREEMENT
DESCRIPTION OF THE REAL PROPERTY

The land referred to herein below is situated in Dallas County, Iowa and is listed in Exhibit E to the PPA which is incorporated herein by reference:

Exhibit E to the PPA 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.

EXHIBIT 1-B TO LEASE AND EASEMENT AGREEMENT
DESCRIPTION OF THE LEASED PREMISES

[TO BE INSERTED PURSUANT TO SECTION 2.4 OF LEASE]

EXHIBIT 2 TO LEASE AND EASEMENT AGREEMENT
FORM OF MEMORANDUM OF LEASE

[Follows this page.]

Memorandum of Lease and Easement Agreement for Solar Energy System

RECORDER'S COVER SHEET

Name of Document: Memorandum of Lease and Easement Agreement for Solar Energy System

Preparer Information:

Ralph Brown
Box 250
Dallas Center, IA 50063

Taxpayer Information (name and complete address):

City of Dallas Center, Iowa

Return Document to:

Ralph Brown
Box 250
Dallas Center, IA 50063

Lessor(s): City of Dallas Center, Iowa

Lessee: RED LION DALLAS CENTER SOLAR, LLC, an Iowa limited liability company

Legal Description: See Exhibit A

Memorandum of Lease and Easement Agreement for Solar Energy System

**MEMORANDUM OF LEASE AND EASEMENT AGREEMENT
FOR SOLAR ENERGY SYSTEM**

This Memorandum of Lease and Easement Agreement for Solar Energy System ("**Memorandum**") is made and dated as of July 11, 2023 ("**Effective Date**") by and **THE CITY OF DALLAS CENTER, IOWA, A MUNICIPAL CORPORATION** ("**Lessor**") and **RED LION DALLAS CENTER SOLAR, LLC**, an Iowa limited liability company ("**Lessee**"), in light of the following facts and circumstances:

Lessor and Lessee entered in that certain Lease and Easement Agreement for Solar Energy System, of even date herewith (the "**Lease**"), pursuant to which Lessor has leased to Lessee certain real property of Lessor ("**Leased Premises**") located in Dallas County, Iowa, as more particularly described on the attached Exhibit A and which said Exhibit A is hereby incorporated herein. Lessor and Lessee have executed and acknowledged this Memorandum for the purpose of complying with Section 564A.7, et al., of the Iowa Code and to provide constructive notice of the Lease. Capitalized terms not otherwise defined in this Memorandum shall have the meanings provided in the Lease.

NOW THEREFORE, Lessor and Lessee hereby agree as follows:

1. **Lease of Leased Premises; Easements.** Lessor has granted and leased the Leased Premises to Lessee on the terms, covenants and conditions stated in the Lease. The Lease is solely and exclusively for the development and operation of a solar energy project, and Lessee shall have the exclusive right to use the Leased Premises for such purposes, together with certain related sun non-obstruction, effects, access, and transmission easements, as more fully granted and described in the Lease. Reference is hereby made to the Lease for a complete description of the respective rights and obligations of the parties regarding the Leased Premises and the covenants, conditions, restrictions and easements affecting the Leased Premises pursuant to the Lease. With respect to the sun non-obstruction easement, Lessor and Lessee acknowledge that, as of the Effective Date, the Project is still in the conceptual stages and the configuration and siting of the Improvements has not been finalized. Accordingly, at this time Lessee is unable to provide, in accordance with Section 564A.7 of the Iowa Code, a legal description of the space which must remain unobstructed expressed in terms of the degrees of the vertical and horizontal angles through which the sun non-obstruction easement extends over the Leased Premises and the points from which these angles are measured. In relation thereto, within a reasonable time following substantial completion of the Project, if applicable and provided the Leased Premises remains a part of the Project, Lessee shall provide Lessor with written notice describing the aforementioned information with respect to the sun non-obstruction easement granted hereunder, and such notice shall be made part of and incorporated by the Lease, in accordance with and satisfaction of Section 564A.7 of the Iowa Code.

2. **Term.**

Development Term. The initial period of this Lease, during which Lessee shall conduct development and construction activities shall commence on the Effective Date and shall continue until the until the "Commercial Operations Date", which date shall be no later than December 30, 2023, as provided under the power purchase agreement (the "**PPA**") entered into between Lessor and Lessee, such

Memorandum of Lease and Easement Agreement for Solar Energy System

term and related provisions of the PPA being incorporated herein by this reference, unless sooner terminated in accordance with the Lease ("**Development Term**").

Operations Term. The second period of this Lease, if any, during which Lessee shall conduct Solar Operations, shall commence upon the expiration of the Development Term following the Commercial Operations Date and shall continue for a period which ends on the date which is twenty (20) years from the Commercial Operations Date ("**Operations Term**") unless sooner terminated in accordance with the provisions hereof, with one (1) option to extend for a period of five (5) held by Lessee; provided that Lessee shall only have the right to extend the Operations Term, as provided above, if the Improvements remain operational with respect to photovoltaic energy conversion and generation of electricity from sunlight, at the time of such election(s) and provided that the PPA remains in effect.

3. **Ownership.** Lessor shall have no ownership or other interest in any Improvements (as defined in the Lease) installed on the Leased Premises unless Lessor exercises a purchase option under the PPA.

4. **Assignment.** The Lease provides, among other things, that Lessee, with the consent of Lessor, and any Assignee shall have certain rights to sell, convey, lease, assign, mortgage, encumber or transfer to one or more assignees or mortgagees the Lease, or any right or interest in the Lease, or any or all right or interest of Lessee in the Leased Premises, or any portion thereof, or in any or all of the Improvements that Lessee or any other party may now or hereafter install on the Leased Premises.

5. **Successors and Assigns.** This Memorandum and the Lease shall burden the Leased Premises and shall run with the land. The Lease and this Memorandum shall inure to the benefit of and be binding upon Lessor and Lessee and, to the extent provided in any assignment or other transfer under the Lease, any assignee or Mortgagee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

6. **No Conflict.** In the event of any conflict or inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. Nothing in this Memorandum shall be deemed to amend, modify, change, alter, amplify, limit, interpret or supersede any provision of the Lease or otherwise limit or expand the rights and obligations of the parties under the Lease and the Lease shall control over this Memorandum in all events.

7. **Multiple Counterparts.** This Memorandum may be executed by different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

[Signatures on following page(s)]

Memorandum of Lease and Easement Agreement for Solar Energy System

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the Effective Date.

LESSOR

CITY OF DALLAS CENTER, IOWA
a municipal corporation

By: _____
Daniel Beyer, Mayor

Date: July 11, 2023

By: _____
Shellie Schaben, City Clerk

Date: July 11, 2023

STATE OF IOWA)
) ss.
COUNTY OF DALLAS)

Before me, Ralph R. Brown, the undersigned notary public in and for this state, on this 11th day of July, 2023, personally appeared Daniel Beyer and Shellie Schaben as Mayor & Clerk of the City of Dallas Center, Iowa, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same on behalf of said City of Dallas Center, Iowa and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(SEAL)

Memorandum of Lease and Easement Agreement for Solar Energy System

EXHIBIT A TO MEMORANDUM OF LEASE
DESCRIPTION OF LEASED PREMISES

The land referred to herein below is situated in Dallas County, Iowa:

FIRST PREMISES

Lot A of Block Forty-four (44) of the Original Town of Dallas Center, Dallas County, Iowa, together with Spur Track I.C.C. #7 of the Chicago and North Western Railway Company as now located and established on the above described premises, together with the right to use, occupy and enjoy strips of land of sufficient width and in no case less than 8.5 feet on each side of the centerline of said track previously reserved by the Chicago and North Western Railway Company in its Warranty Deed to Anna J. Hoover filed in the Office of the Dallas County Recorder on December 4, 1964, in Book 442 at Page 369.

SECOND PREMISES

The South Thirty-three (33) feet of Lots numbered Five (5) and Six (6) in Block numbered Forty-eight (46) in Huber and Vandercook's Addition to the Town of Dallas Center, Dallas County, Iowa, also commencing at the Southeast corner of said Lot numbered Five (5) in said block numbered Forty-eight (48), in Huber and Vandercook's Addition to the Town of Dallas Center, Dallas County, Iowa, thence East 72 feet; thence North 150 feet; thence West 250 feet; thence South 117 feet; thence west 622 feet; thence South 33 feet to place of beginning.

Commencing at the Southeast corner of Lot Five (5) in block numbered Forty-eight (48), in Huber and Vandercook's Addition to the Town of Dallas Center, Dallas County, Iowa, thence East 872 feet; thence North 150 feet; thence West 250 feet to the point of beginning; thence South 117 feet; thence West 125 feet; thence North 117 feet; thence East 125 feet more or less to the aforesaid point of beginning, all in Section 2, Township 79 North of Range 27 West of the 5th P. M., Dallas County, Iowa.

THIRD PREMISES

Lots Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), in Block Thirty-nine (39), Original Town of Dallas Center, Dallas County, Iowa.

FOURTH PREMISES

That part of the SE 1/4 of the SE 1/4 of Section 31, T80N, R27W of the Fifth Principal Meridian described as follows: Beginning at a point on the South line of said Section 31, 200 feet West of the SE section corner, proceed West 207 feet along the South line of said Section 31; thence 90°00' right and North 330 feet; thence 90°00' right and East 207 feet; thence 90°00' right and South 330 feet to the point of beginning, subject to existing highway right-of-way on the South side, containing 1.00 acres, more or less, exclusive of highway right-of-way, all now being in and forming a part of Dallas County, Iowa.

FIFTH PREMISES

Parcel A of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Thirty-one (31), Township Eighty (80) North, Range Twenty-seven (27) West of the 5th P.M., Dallas County, Iowa, containing 9.70 acres, by survey.

SIXTH PREMISES

A parcel of land containing 22.8 acres, more or less, located in the Northwest Quarter (NW 1/4) of Section Twelve (12), Township Seventy-nine (79) North, Range Twenty-seven (27) West of the 5th P.M., Dallas County, Iowa, more particularly described as follows: Commencing at the North Quarter corner of said Section Twelve (12), with the North line of said Section between the North Quarter corner and the Northeast corner of said Section having an assumed true bearing of South 89° 57' East with all subsequent bearings referenced therefrom, thence North 90° 0.0' West along the north line of said Section Twelve (12), a distance of two thousand four hundred thirteen and fifteen hundredths (2,413.15) feet; thence South 0° 00' East, a distance of thirty-three (33. 0) feet to the point of intersection of the northerly railroad right-of-way line of the Chicago and Northwestern Transportation Company and the South right-of-way line of the East-West public road centered on the north line of Section Twelve (12), said point of intersection also being the point of beginning; thence North 90°00' East, a distance of one thousand two hundred (1,200.00) feet; thence South 0°00' West, a distance of one thousand six hundred fifty-three and thirty-one hundredths (1,653.31) feet; thence North 35°58'22" West, a distance of two thousand forty-two and ninety hundredths (2,042.90) feet to the point of beginning. Subject to an easement in favor of Seller giving it access from the county road bordering the North side of the above-described parcel, across the Northwest corner of the parcel, and to the existing crossing on the railroad track which borders the Southwest boundary of the parcel, together with all other easements and servient estates appurtenant thereto.

Parcel 19-119 in the Northwest Quarter of Section 12, Township 79 North, Range 27 West of the 5th P.M. in the City of Dallas Center, Dallas County, Iowa, as shown on the Plat of Survey filed in the office of the Dallas County Recorder in Book 2019 at Page 24877.



ACCO OWNED BULK SYSTEM OUTDOOR POOL ACKNOWLEDGEMENT

ACCO Unlimited Corporation ("ACCO") and Dallas Center Municipal Pool ("Customer") agree as follows: ACCO shall sell to Customer and Customer shall purchase from ACCO Customer's total requirements of ACCO Liquid Chlorinating Solution-L at \$3.88/gallon and ACCO 07-L at \$4.28/gallon, for a period of 36 months commencing on June 15, 2023. Thereafter, this acknowledgement shall automatically continue for successive one-year seasons unless it is terminated by either party, in writing, with 60 day notice. ACCO reserves the right to adjust the prices due to changes in the chemical industry supply, transportation, taxes, insurance, and government regulations. Products will be delivered to Customer by ACCO in accordance with ACCO's regular truck route schedule.

The equipment (listed on other side of this acknowledgement) shall be located at 1106 Vine Street, Dallas Center, Iowa 50063 and shall not be moved. The equipment shall be operated only by Customer and its employees who are authorized to operate the equipment.

The equipment shall at all times remain the sole and exclusive property of ACCO Unlimited Corporation.

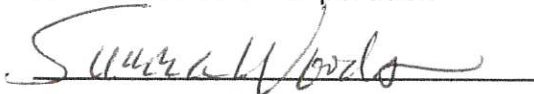
Customer shall take proper cautions that are necessary to protect the equipment from vandalism and other damages, and shall maintain liability insurance and insurance against loss, theft, damage, or destruction of the equipment.

In no event shall ACCO be liable for loss of profits, loss of use, or direct, indirect, special, incidental or consequential damages of any kind, in connection with or arising out of the Customer's personnel, performance, maintenance, or use of the equipment or product.

Customer may not assign this document or its rights hereunder. In the event that a notice of termination is not honored, customer agrees to pay an amount equal to the un-expired term and the cost for removal of the equipment by ACCO. This acknowledgement shall be governed by and construed in accordance with the laws of the State of Iowa.

Agreed this 15 day of June, 2023 The undersigned has full authority to sign this acknowledgement.

ACCO Unlimited Corporation

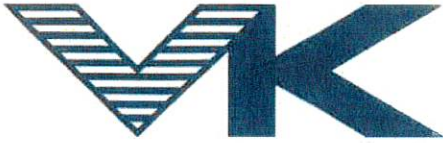


Title

EQUIPMENT



Chemical Resistant Tank(s) 3 – 7' 265 gal tanks for ACCO Liquid Chlorinating Solution-L
1 – 7' 265 gal tank for ACCO 07-L



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 27, 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. 8
GUTTER GRATING

Enclosed is a copy of Change Order No. 8 for the contract between the City of Dallas Center and Sande Construction & Supply Co., Inc. for the Outdoor Community Swimming Pool. Change Order No. 8 incorporates a modification in the specification requirements for the gutter grating. The change order reduces the contract price by \$8,600.

The specifications for the Outdoor Community Swimming Pool called for gutter grating with slots parallel to the pool gutter. The specifications allowed the City to select the color for the grating. The City originally selected a gray color for the grating.

Sande Construction & Supply Co., Inc. ordered the gutter grating as specified. Although the gutter grating was ordered in a timely manner the gutter grating was determined to be a specialty item that would be custom fabricated. Sande Construction & Supply Co., Inc. was notified the specified grating would not be delivered until at least the end of July 2023.

To open the pool on schedule Sande Construction & Supply Co., Inc. ordered standard white pvc gutter grating with openings perpendicular to the gutter. Sande Construction & Supply Co., Inc. was able to install the alternative grating prior to the pool opening date.

Sande Construction & Supply Co., Inc. inquired whether the City would prefer to keep the alternative grating with an \$8,600 reduction in the contractor amount, or to replace the grating with the original specified grating at a later date when it is available.

Cindy Riesselman
June 27, 2023
Page 2

The grating provided by Sande Construction & Supply Co., Inc. serves the very same purpose as the original specified grating. The parallel slot grating is a special order item while the perpendicular open grating is a standard item. The City originally selected the gray color with the goal of better matching the concrete adjacent to the gutter. Many concrete swimming pools are constructed with the white pvc grating. Some pool owners prefer the contrasting color to better show the location of the grating.

Because there is no functional difference between the grating that was installed and the original specified grating it is recommended the City accept the credit offer by Sande Construction & Supply Co., Inc. Change Order No. 8 incorporates the credit and reduces the contract price by \$8,600.

If the City Council is in agreement with the use of the alternate grating the recommended action would be to approve Change Order No. 8 incorporating the \$8,600 reduction in the contract price.

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

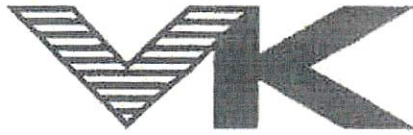
VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:paj
212192
Enclosure

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



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 27, 2023

CHANGE ORDER NO. 8

CITY OF DALLAS CENTER
OUTDOOR COMMUNITY SWIMMING POOL

This change order is to incorporate a modification in the gutter grating for the project. The original specified grating was based on openings parallel to the gutter with a gray color. With this change order the requirement for the gutter grating is modified to a white pvc grating with the openings perpendicular to the gutter. This change order incorporates a credit for a change in the gutter grating.

Change Order No. 8 makes the following modification to the contract:

- 1. Change gutter grating from gray pvc with parallel slots to white pvc with perpendicular slots for a lump sum credit of \$8,600.
- | | |
|-------|-----------------------------|
| Total | - \$8,600.00
-\$8,600.00 |
|-------|-----------------------------|

Change No. 8 decreases the contract amount by \$8,600.00.

SANDE CONSTRUCTION & SUPPLY CO. INC.

CITY OF DALLAS CENTER

By [Signature]

Title President

Date 6/29/23

By _____

Title _____

Date _____

VEENSTRA & KIMM, INC.

ATTEST:

By [Signature]

Title Project Manager

Date June 29, 2023

By _____

Title _____

Date _____

212191



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

June 30, 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
EARLY RETAINAGE RELEASE

Enclosed is a copy of the early retainage release request submitted by Sande Construction & Supply Co., Inc. for the Outdoor Community Swimming Pool project. Sande Construction & Supply Co., Inc. has completed all of the work on the project except for a number of items remaining to be completed on the punch list.

Under the Code of Iowa once the project reaches 95% completion the contractor can request an early release of retainage. Under the early release of retainage the City is to pay the retainage except for an amount equal to twice the value of the work remaining to be completed.

Sande Construction & Supply Co., Inc. has completed well more than 95% of the project. As such Sande Construction & Supply Co., Inc. would qualify for an early release of retainage as long as the retainage is greater than twice the value of the work remaining to be completed.

The retainage being held on the project is slightly more than \$250,000. The estimated value of the work remaining to be completed is significantly less than \$10,000. Based on the value of the work remaining to be completed Sande Construction & Supply Co., Inc. would qualify for payment of retainage down to the value equal to twice the value of work remaining to be completed.

Sande Construction & Supply Co., Inc. has agreed the value of the work remaining to be completed is \$10,000. As such, the retainage could be paid to a level of \$20,000.

The early release of retainage is normally paid as apart of the monthly partial payment estimate. The partial payment estimate that will be submitted for payment for approval at the July 11, 2023 City Council meeting will reflect the early payment of retainage to the remaining level of \$20,000. The City will hold the remaining retainage until the project is ready for acceptance and the remaining retainage would be paid as provided in the Code of Iowa.

Cindy Riesselman
June 30, 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 blue ink, appearing to read "H. R. Veenstra Jr.", written in a cursive style.

H. R. Veenstra Jr.

HRVJr:rsb

212191

Enclosure

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

Request For Early Release of Retained Funds

(This section to be completed by contractor)

Contract I.D. Waters Edge # 21-532 County Dallas

Contractor Sunde Construction Supply Co Inc Letting Date 7/2/22

In accordance with Code of Iowa Chapters 26 and 573; I hereby request early release of retained funds on this contract.

- I certify that on 6/29, 2023 written notice was provided to all subcontractors and suppliers associated with this contract, that early release of retained funds will be requested.


Jost Armitage - President
Sunde Construction

(This section to be completed by Contracting Authority)

Twice the Amount of Claims on File _____

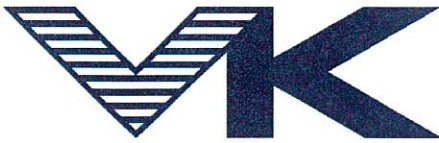
Total of retention to continue _____

Contract Acceptance Date _____

(Retained funds will be paid not sooner than 30 days after the Contract Acceptance Date)

or

% Contract Complete (must be $\geq 95\%$) _____



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

July 5, 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. 11

Enclosed is a copy of Partial Payment Application No. 11 submitted by Sande Construction & Supply Co. Inc. The partial payment estimate covers work on the project for the month of June 2023.

As of the end of June 2023 Sande Supply & Construction Co. Inc. has some punch list work remaining to be completed. Sande Supply & Construction Co. Inc. has submitted a request for early release of retainage. Under the Code of Iowa Sande Construction & Supply Co. Inc. is entitled to request a reduction of the retainage to an amount equal to twice the value of the work remaining to be completed.

Sande Construction & Supply Co. Inc. and Veenstra & Kimm, Inc. have agreed on the value of the work remaining to be completed is \$10,000. The City is obligated to reduce the retainage from slightly more than \$250,000 to \$20,000.

Partial Payment Estimate No. 11 is in the amount of \$643,387.31. The partial payment estimate incorporates the following:

1. Payment for approximately \$419,241 for actual work completed during the month of June 2023.
2. Reduction in the payment by \$8,600 to reflect Change Order No. 8.
3. Payment of the retainage to a residual level of \$20,000.

Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 11 and would recommend its approval and payment.

During construction of the project Sande Construction & Supply Co. Inc. installed a couple of temporary items, such as doors, to allow the pool to open when the specified items were on backorder. The City has indicated a preference for the backorder items to be installed after the pool season ends in August 2023.

Cindy Riesselman

July 5, 2023

Page 2

If the only work remaining to be completed at the end of July is the installation of the backorder items, the proposed procedure would be to request Sande Supply & Construction Co. Inc. to acknowledge in writing the work remaining to be completed and that those items are still covered under the contract and bonds for the project. The actual closeout of the project would not be delayed if the only work remaining to be completed are the changeout of items that the City requested be deferred until following the end of the swimming season.

With the approval of Partial Payment Estimate No. 11, the only payment remaining to be made to Sande Supply & Construction Co. Inc. will be the \$20,000 retainage. It is anticipated Sande Construction Co. Inc. will complete all of the punch list and cleanup items during the month of July.

It is anticipated the City Council at its meeting on August 8, 2023 will take action to formally approve the contract and authorize the payment of the remaining retainage. That retainage would be paid 31 days later or on or about September 8, 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:mav

212191

Enclosure

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

AIA Document G702™ – 1992

Application and Certificate for Payment

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

PROJECT: Dallas Center Pool (EXEMPT)

APPLICATION NO: 11
PERIOD TO: 6/30/2023
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: F-22-1803 / /

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

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

ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 4,819,975.00

2. NET CHANGE BY CHANGE ORDERS \$ 226,356.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 5,046,331.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 5,046,331.00

5. RETAINAGE:

a. 0.40% of Completed Work
(Columns D + E on G703) \$ 20,000.00

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

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 20,000.00

6. TOTAL EARNED LESS RETAINAGE \$ 5,026,331.00
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 4,382,943.69
(Line 6 from prior Certificates)

8. CURRENT PAYMENT DUE \$ 643,387.31

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 20,000.00
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 168,016.00	\$
Total approved this month	\$ 95,056.00	\$ 57,316.00
TOTAL	\$ 263,072.00	\$ 57,316.00
NET CHANGES by Change Order	\$ 226,356.00	\$

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: 6/29/23
State of Iowa County of Dallas

Subscribed and sworn to before me this 29th day of June 2023

Notary Public: _____ My commission expires: _____

JAMIE DEWINTER
Commission Number 743918
MY COMMISSION EXPIRES 11/13/24

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 \$ 643,387.31
(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: June 29, 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.

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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 Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column J on Contracts where variable retainage for line items may apply.

APPLICATION NO: 11
 APPLICATION DATE: 6/30/2023
 PERIOD TO: 6/30/2023
 ARCHITECT'S PROJECT NO: P-22-1803

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not In D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	General Conditions	468,795.00	459,419.10	9,375.90		468,795.00	100.00		20,000.00
02	Sitework	725,000.00	688,750.00	36,250.00		725,000.00	100.00		
03	SWPPP	35,000.00	29,750.00	5,250.00		35,000.00	100.00		
04	Fencing	40,116.00	20,058.00	20,058.00		40,116.00	100.00		
05	Reinforcing Steel	186,500.00	186,500.00			186,500.00	100.00		
06	Building Concrete	216,000.00	216,000.00			216,000.00	100.00		
07	Pool Concrete	525,000.00	525,000.00			525,000.00	100.00		
08	Pool Deck Concrete	103,500.00	103,500.00			103,500.00	100.00		
09	Exterior Concrete	52,429.00	41,943.20	10,485.80		52,429.00	100.00		
10	Masonry	224,421.00	224,421.00			224,421.00	100.00		
11	Carpentry	168,000.00	168,000.00			168,000.00	100.00		
12	Roofing/Soffit/Fascia	75,500.00	75,500.00			75,500.00	100.00		
13	Caulking	40,000.00		20,000.00		40,000.00	100.00		
14	Doors/Frames	61,000.00	15,250.00	45,750.00		61,000.00	100.00		
15	Colling Doors	31,350.00		31,350.00		31,350.00	100.00		
16	Glass/Glazing	5,000.00	5,000.00			5,000.00	100.00		
17	Finishes	10,500.00	10,500.00			10,500.00	100.00		
18	Paint	85,483.00	51,289.80	34,193.20		85,483.00	100.00		
19	Specialties	64,481.00	48,360.75	16,120.25		64,481.00	100.00		
20	Pool Accessories/Spray Features	178,000.00	142,400.00	35,600.00		178,000.00	100.00		
21	Mechanical/Pool Piping	1,098,900.00	1,078,922.00	21,978.00		1,098,900.00	100.00		
22	Electrical	425,000.00	361,250.00	63,750.00		425,000.00	100.00		
23	Change Order 2	3,250.00	3,250.00			3,250.00	100.00		
24	Change Order 3	165,366.00	140,561.10	24,804.90		165,366.00	100.00		
25	Change Order 4	-8,716.00		-8,716.00		-8,716.00	100.00		
GRAND TOTAL									

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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" Contracts where variable retainage for line items may apply.

APPLICATION NO: 11
 APPLICATION DATE: 6/30/2023
 PERIOD TO: 6/30/2023
 ARCHITECT'S PROJECT NO: S-22-1803

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>		H BALANCE TO FINISH <i>(C-G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		% <i>(G + C)</i>			
26	Change Order 5	93,436.00		93,436.00		93,436.00	100.00		
27	Change Order 6	1,620.00		1,620.00		1,620.00	100.00		
28	Change Order 7	-20,000.00		-20,000.00		-20,000.00	100.00		
29	Change Order 8	-8,600.00		-8,600.00		-8,600.00	100.00		
Totals		5,046,331.00	4,813,624.95	432,708.05		5,046,331.00	100.00		20,000.00
GRAND TOTAL									

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1012106204



VEENSTRA & KIMM INC.

3000 Westown Parkway
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July 7, 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/COUNTRY LIVING ESTATES
STREET IMPROVEMENTS
SCHEDULE OPTIONS

If the Dallas Center City Council decides to move forward with a street improvement project for the Country Living Estates and Cross Country Estates area it is appropriate to establish a preliminary schedule for the project. If the City Council moves forward with the project it will need to certify some debt prior to November 30, 2023 for the fiscal year 2024-2025 tax year. The certification of debt starts the clock on the normal 10 year residential TIF.

Travis Squires recently provided a snapshot of a phase in for the debt service. The snapshot developed by Travis Squires showed a \$41,000 cost in FY 24-25 and a \$160,000 cost in FY 25-26 with the debt service increasing to about \$243,000 in FY 26-27. The phase in plan developed by Travis Squires showed an 11 year debt service payment. Travis Squires indicated in his experience it is possible to get an 11 year payout with the traditional residential TIF.

The debt service schedule proposed by Travis Squires was based on a single bond issue with reduced principal payments in FY 24-25. The schedule proposed by Travis Squires would effectively be based on construction occurring in the FY 24-25.

Based on the financing snapshot developed by Travis Squires there are effectively two construction schedule options to consider. One schedule construction option would be to complete the project in 2024. The other option would be to complete the project in 2025. The plan is based on selling the bond issue in mid-2024.

There does not appear to be any advantages to delaying the construction to 2025. It appears the financing plan would focus on construction in 2024. The construction of the project can easily be completed in the summer and fall of 2024.

It would be advantageous to have received bids for the project prior to finalizing the bond sale to ensure the bond sale is adequate and if necessary to make any adjustments in the project to ensure the project cost and financing are aligned.

Cindy Riesselman
July 7, 2023
Page 2

To meet this schedule it would be necessary to complete the design and bid the project in FY 23-24. An outline of the proposed schedule is as follows:

July 2023	City Council direction on project scope and financing
September 2023	Start design
January 2024	Complete design
March 2024	Award contract for start on or after June 1, 2024
March 2024	Finalize project scope and cost
June 2024	Bond sale and closing
June 2024	Earliest start of construction
July 2024	Earliest payment estimate on construction
October 2024	Complete construction

This schedule appears to align with the concept outlined in the financing snapshot by Travis Squires. Under the proposed schedule the City would need to fund the design costs prior to the availability of bond proceeds. The City can determine what level of the design cost would be included in the bond issue for the project and what design cost might be funded from other sources and whether those costs would be repaid from the TIF revenue.

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.

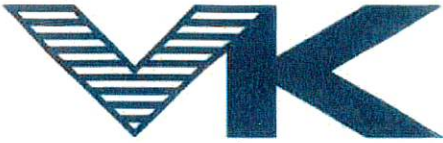


H. R. Veenstra Jr.

HRVJr:paj

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Cc: Shellie Schaben
Ralph Brown



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June 22, 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
COUNTRY LIVING ESTATES
STREET IMPROVEMENT PROGRAM

This letter is to provide additional analysis of the feasibility and logistics of the City undertaking a project to improve the streets in Cross Country Estates and County Living Estates. For general planning purposes the estimated cost for the street improvement project is \$2,000,000. While that cost will almost certainly change based on an actual design, the \$2,000,000 appears to be a reasonable estimate for purposes of evaluating the financing of the project.

On May 9, 2023 Travis Squires provided the City an updated debt limit calculation. The debt limit calculation provides an overview of the City's available debt capacity. If the City certifies debt by November 30, 2023 it would be for the fiscal year ending June 30, 2025 (FY26). The additional valuation above the January 1, 2022 valuation would be the basis for determining the additional tax increment revenue.

The debt limit calculation by Travis Squires indicated the City's total debt limit as of July 1, 2024 is estimated to be approximately \$9,689,000. Within the City's outstanding debt the remaining debt capacity would be approximately \$6,147,000.

Assuming the City does not exceed 75% of its constitutional debt limit, the available debt capacity would be approximately \$3,725,000. A \$2,000,000 bond issue that would start payments in fiscal year ending June 30, 2025 would encompass about 1/3 of the City's total remaining debt capacity and slightly more than half of the City's available debt capacity based on the 75% self-imposed limit of debt.

The City will be retiring an average of about \$278,000 per year of debt over the next several years. It is assumed the City will have some additional growth in valuations going forward. By FY 2026 the City would have about \$2,000,000 of additional debt capacity beyond its self-imposed limit.

Enclosed is a spreadsheet showing the projected annual debt service on an 11 year loan at 4% interest. The debt service was developed based on the projection provided by Travis Squires of Piper Sandler. In the first year of the debt service the payment there would be reduction.

On the enclosed spreadsheet it is assumed there would be a total of 14 new residences each with a total assessed value of \$1,000,000. The build out would occur between year 1 and year 6 with year 1 constituting the FY2024-2025 fiscal year that would be the first year for payment of taxes under the incremental value in the urban renewal area. The writer also assumed that each odd year there would be a 3% increase above the prior years assessed value within the urban renewal area.

Under these assumptions there would be a shortfall in every year. The maximum shortfall would be in year 2 of approximately \$137,000. The shortfall would decrease reaching slightly less than \$20,000 per year in year 7.

There are several options the City could consider to fund the debt service beyond the available TIF revenue. One option for funding would be special assessment. While the City has not specifically indicated it would not utilize special assessments the general sense is special assessments are not a likely source of funding.

Assuming there will be no special assessments, the available sources of funding would appear to include road use tax, local option sales tax and an ad valorem tax levy. The City could consider using any, or all, of these three available sources of revenue. There are multiple options that would be available to fund the shortfall in revenue.

Attached is a copy of a spreadsheet showing four options. The options use a combination of revenue sources. Option 1 would fund the shortfall only from road use tax revenue. Option 2 would fund the shortfall from a combination of road use tax and local option sales tax revenue.

Option 3 would use a combination of road use tax, local option sales tax and an approximately \$1.00 per \$1,000 of taxable valuation ad valorem tax levy. Option 4 would use road use tax and the ad valorem tax levy.

The maximum deficiency of approximately \$137,000 in year 2 is less than the City's road use tax revenue of about \$230,000 per year. While the City could fund the shortfall only from road use tax revenue, the City should consider the impact on the asphalt overlay project of utilizing the road use tax revenue.

Cindy Riesselman
June 22, 2023
Page 3

The estimated cost for the remaining streets to be improved with asphalt after fiscal year 2023-2024 is about \$650,000 in current costs. If the City were to utilize almost all of its road use tax revenue to fund the asphalt overlay project that program would be completed in FY26-27, or the summer of calendar year 2026.

Diverting the funding from the asphalt overlay program to fund the shortfall in the street project under Option 1 would appear to extend the asphalt overlay program by two years. The program would be completed in FY28-29 for construction to be completed in the summer of 2028.

If the City were to use multiple funding sources, such as Option 2, Option 3 and potentially Option 4, the asphalt overlay program would likely be extended by one fiscal year to be completed in fiscal year 2027-2028 for completion in calendar year 2027.

In summary, the analysis by Travis Squires of Piper Sandler indicates the City has the bonding capacity available to fund the project. It appears the revenue from the Cross Country Estates Plat 6 would fund slightly more than 75% of the debt service for the street improvements in both Country Living Estates and Cross Country Estates.

If the City wishes to move forward with a single project to improve the streets in both Cross Country Estates and Country Living Estates the issue that needs to be addressed is how to fund the debt service above and beyond the projected TIF revenue. The City will need to generally determine whether the additional funds would be from what combination of road use tax, local option sales tax and the ad valorem tax levy. The City Council could consider one funding source, which would almost certainly be road use tax or a combination of using local option sales tax and the ad valorem tax levy to supplement the use of road use tax funds.

In determining the level of road use tax funds to be committed to the street project the City should consider the impact on the ongoing asphalt overlay project.

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

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Enclosure

Cc: Ralph Brown, Brown, Fagen & Rouse

Year	New Houses	Increment Over 1/1/22	0.46		0.25		Tax Year	Debt Service	Shortfall	
			Taxable Increment	Total Increment	LMI	Net Increment				
1	0.5	\$10,800,000	\$4,968,000	\$124,200	\$31,050	\$93,150	24-25	\$160,000	\$66,850	
2	1.5	\$12,300,000	\$5,658,000	\$141,450	\$35,363	\$106,088	25-26	\$242,880	\$136,793	
3	3	\$15,669,000	\$7,207,740	\$180,194	\$45,048	\$135,145	26-27	\$243,320	\$108,175	
4	3	\$18,669,000	\$8,587,740	\$214,694	\$53,673	\$161,020	27-28	\$242,480	\$81,460	
5	3	\$22,229,070	\$10,225,372	\$255,634	\$63,909	\$191,726	28-29	\$243,400	\$51,674	
6	3	\$25,229,070	\$11,605,372	\$290,134	\$72,534	\$217,601	29-30	\$243,000	\$25,399	
7		\$25,985,942	\$11,953,533	\$298,838	\$74,710	\$224,129	30-31	\$243,320	\$19,191	
8		\$25,985,942	\$11,953,533	\$298,838	\$74,710	\$224,129	31-32	\$243,320	\$19,191	
9		\$26,765,520	\$12,312,139	\$307,803	\$76,951	\$230,853	32-33	\$243,000	\$12,147	
10		\$26,765,520	\$12,312,139	\$307,803	\$76,951	\$230,853	33-34	\$243,360	\$12,507	
11		\$27,568,486	\$12,681,504	\$317,038	\$79,259	\$237,778	33-34	\$243,360	\$5,582	
								\$2,348,080	\$533,388	
									\$1,814,692	



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June 22, 2023

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

DALLAS CENTER, IOWA
NORTHEAST SEWER PLANNING STUDY
PROJECT SCOPE

In a letter dated June 2, 2022 the writer presented alternatives for the location of a lift station to serve the northeast development area of the City. The catalyst for the evaluation of alternatives was the proposed Skye View Estates development. The letter of June 2, 2022 identified three alternative locations for a future lift station.

Alternative 1 located the lift station along S Avenue north of Highway 44. Alternative 2 located the lift station on the south side of Highway 44 east of S Avenue. Alternative 3 located the lift station farther to the east near T Avenue.

When the City Council reviewed the three alternatives there was a general agreement Alternative 2 locating the lift station on the south side of Highway 44 east of S Avenue was the preferred location. This alternative allowed for open areas east of S Avenue for future development. The current estimated cost for Alternative 2 is approximately \$3,100,000.

While the City Council preferred Alternative 2 there appear to be two factors that would merit reconsideration of the alternative selection. First, the \$3,100,000 cost for the project appears to be greater than the City could fund even with a contribution from the developer of Skye View Estates.

Second, it appears unlikely the areas east of S Avenue along both the north and south side of Highway 44 will develop within the next 20 years. This area is approximately 1 mile east of the current easterly extent of the development in the City. The property ownership, especially on the north side of Highway 44, does not appear to be particularly conducive to development in the near term.

Cindy Riesselman

June 22, 2023

Page 2

Based on the financial constraints and the limited likelihood of development east of S Avenue within the near term the writer would suggest it would be appropriate to reconsider the selection of Alternative 2 and consider Alternative 1. The Alternative 1 location would provide service to the Skye View Estates area and property extending as far east as S Avenue on the north side of Highway 44. Although there are no immediate plans for development along the west side of S Avenue the property ownership would suggest this area may have a likelihood of development in the next several years if sewer service is available.

If areas on the south side of Highway 44 west of S Avenue were to develop the preferred alternative for providing sewer service to that area would likely be the construction of a gravity sewer that would extend southwesterly toward the lagoon facility. The construction of a gravity sewer and lift station near the lagoon would provide a relatively large service area extending as far east as S Avenue.

If the City were to consider the location under Alternative 1 on S Avenue it would reduce the cost of the project by shortening both the gravity sewer construction length and the force main length. Under Alternative 1 the City would need to construct about one-half mile of gravity sewer to the lift station. There would be approximately 1-1/4 miles of force main extending south and west to connect to the existing sewer near Fairview Drive and Highway 44.

The updated estimate of cost for Alternative 1 is as follows:

<u>Description</u>	<u>Units</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Lift Station	LS	1	\$650,000	\$650,000
Force Main - 8" - Open Cut	LF	6,300	\$60	\$378,000
Force Main - 8" - Trenchless	LF	500	\$150	\$75,000
Trunk Sewer - Open cut	LF	2,500	\$150	\$375,000
Manholes	EA	8	\$8,500	\$68,000
Erosion Control	LS	1	\$20,000	\$20,000
Seeding	Acre	10	\$2,500	\$25,000
Traffic Control	LS	1	\$20,000	\$20,000
				<hr/>
			Estimated Construction Cost	\$1,611,000
			Contingency @ 15%	\$241,650
			Engineering, Legal and Admin @ 18%	\$289,980
			Estimated Project Cost	<hr/> \$2,142,630

The cost estimate for Alternative 1 in the \$2,150,000 range appears to be more fundable from a bonding perspective.

The developer of Skye View Estates has indicated a willingness to provide some upfront funding for the lift station. The developer has proposed its upfront funding would be tied to its percentage share of the service area that could be served by the lift station. Moving the lift station westerly to S Avenue reduces the service area and may provide a basis for a higher percentage of contribution by the developer.

The developers contribution will likely be limited by what can reasonably be recovered under a residential TIF. Given the value of housing in Skye View Estates and the uncertainty regarding the rate of development in Skye View Estates the pay back from the urban renewal area may well become the limiting factor in what can be expected as a contribution from the developer.

The developer of Skye View Estates indicated they would likely start with on 20 lot project and would develop additional lots based on market conditions. The developer indicated the total assessed value of the houses would be in the range of \$300,000.

The developer of Skye View Estates indicated they did not appear to have an interest in providing upfront funding that would not be recovered from the 20 residences. Based on the anticipated rollback, recoverable tax rate under an urban renewal area and the LMI set aside, it would appear an upfront cost contribution by the developer with a 10 year recovery would likely be in the range of not more than \$450,000.

Based on the discussion with the developer it would appear the developer would not consider going any higher than this level based on the percentage of the lift station that would be utilized by Skye View Estates even if the TIF recovery would be greater than \$450,000. Assuming the developer would be willing to contribute in the range of \$450,000, the net cost that would need to be funded by the City would be in the range of \$1,700,000. Based on 4% interest a 20 year bond issue would have an annual debt service in the range of about \$125,000.

Based on the information provided by Travis Squires a \$1,700,000 general obligation bond issue would be manageable if the City moved \$1,000,000 of existing GO debt to sewer revenue debt under the SRF program. This would result in only an additional \$700,000 commitment from the City's GO debt capacity.

From a borrowing perspective it appears there is a reasonable plan to borrow for the project. The issue with the project is identifying a reasonable method of paying the annual debt service. If it is possible to develop a plan to fund the debt service an east lift station project would appear viable. Without a plan for funding the debt service it may not be possible to move forward with an east lift station project.

The developer of Skye View Estates has indicated the preference would be to move forward with the project in 2024 with first occupancy of residences in the spring of 2025. To meet that schedule it would be necessary for the City to move forward with its lift station within the next 2 or 3 months.

Cindy Riesselman
June 22, 2023
Page 4

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

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVJr:paj
212188

Cc: Ralph Brown, Brown, Fagen & Rouse

Acct #	Revenues	Orig budget amt	Amended amt	New amt	
001-430-4494	Parks-Rural Enrich Grant	\$0.00	\$20,000.00	\$20,000.00	Pocket park
309-440-4498	Cap Improve Pool Grants	\$0.00	\$250,000.00	\$250,000.00	CAT grant
309-440-4705	Cap Improve Pool Donation	\$0.00	\$25,000.00	\$25,000.00	Donation
	Total Revenues	\$0.00	\$295,000.00	\$295,000.00	
Acct #	Expenses	Orig budget amt	Amended amt	New amt	
	Public Safety				
	Total Public Safety	\$0.00	\$0.00	\$0.00	
	Public Works				
110-210-6417	RUT-Street repairs/maint	\$269,100.00	\$30,000.00	\$299,100.00	Additional work
	Total Public Works	\$269,100.00	\$30,000.00	\$299,100.00	
	Health & Social Services				
	Total Health & Soc Services	\$0.00	\$0.00	\$0.00	
	Culture & Rec				
001-430-6320	Parks-Ground Maint/Repair	\$11,000.00	\$20,000.00	\$31,000.00	Pocket park
	Total Culture & Rec	\$11,000.00	\$20,000.00	\$31,000.00	
	Community & Econ Dev				
	Total Econ Development	\$0.00	\$0.00	\$0.00	
	General Government				
	Total General Gov	\$0.00	\$0.00	\$0.00	
	Debt Service				
	Total Debt Service	\$0.00	\$0.00	\$0.00	
	Capital Projects				
309-440-6407	Cap Improve Pool-Eng	\$45,000.00	\$10,000.00	\$55,000.00	Pool
309-440-6798	Cap Improve Pool-CAT Grant Ex	\$0.00	\$250,000.00	\$250,000.00	Cat Grant
309-440-6799	Cap Improve Pool-Expense	\$100,000.00	\$1,100,000.00	\$1,200,000.00	Pool
311-210-6407	Cap Improve Cross Streets Eng	\$0.00	\$50,000.00	\$50,000.00	Street projects
311-210-6761	Cap Improve Cross Streets Exp	\$0.00	\$100,000.00	\$100,000.00	Street projects
	Total Capital Projects	\$145,000.00	\$1,510,000.00	\$1,655,000.00	
	Enterprise Fund				
602-810-6407	Water Cap Outlay-Engineering	\$0.00	\$12,604.91	\$12,604.91	Hwy 44 Water Main
760-899-6407	DD76-Engineering	\$0.00	\$8,000.00	\$8,000.00	DD 76 expenses
760-899-6411	DD 76-Legal	\$0.00	\$8,000.00	\$8,000.00	DD 76 expenses
	Total Enterprise Fund	\$0.00	\$28,604.91	\$28,604.91	
	Transfers Out				
	Total Transfers Out	\$0.00	\$0.00	\$0.00	
	Total expenses	\$425,100.00	\$1,588,604.91	\$2,013,704.91	

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of DALLAS CENTER
Fiscal Year July 1, 2023 - June 30, 2024

The City of DALLAS CENTER will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

Meeting Date/Time: 7/11/2023 07:00 PM

Contact: Cindy Riesselman

Phone: (515) 992-3725

Meeting Location: Memorial Hall - 1502 Walnut Street, Dallas Center, IA 50063

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	1,253,778	0	1,253,778
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	1,253,778	0	1,253,778
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	200,000	0	200,000
Other City Taxes	6	557,829	0	557,829
Licenses & Permits	7	65,450	0	65,450
Use of Money & Property	8	58,971	0	58,971
Intergovernmental	9	354,690	0	354,690
Charges for Service	10	1,424,606	0	1,424,606
Special Assessments	11	80,000	0	80,000
Miscellaneous	12	59,650	295,000	354,650
Other Financing Sources	13	0	0	0
Transfers In	14	975,197	0	975,197
Total Revenues & Other Sources	15	5,030,171	295,000	5,325,171
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	358,179	0	358,179
Public Works	17	1,071,425	30,000	1,101,425
Health and Social Services	18	8,600	0	8,600
Culture and Recreation	19	544,503	20,000	564,503
Community and Economic Development	20	60,100	0	60,100
General Government	21	368,100	0	368,100
Debt Service	22	495,522	0	495,522
Capital Projects	23	145,000	1,510,000	1,655,000
Total Government Activities Expenditures	24	3,051,429	1,560,000	4,611,429
Business Type/Enterprise	25	1,271,251	28,605	1,299,856
Total Gov Activities & Business Expenditures	26	4,322,680	1,588,605	5,911,285
Transfers Out	27	975,197	0	975,197
Total Expenditures/Transfers Out	28	5,297,877	1,588,605	6,886,482
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-267,706	-1,293,605	-1,561,311
Beginning Fund Balance July 1, 2023	30	2,436,518	953,819	3,390,337
Ending Fund Balance June 30, 2024	31	2,168,812	-339,786	1,829,026

Explanation of Changes: Additional street repairs, pocket park, pool expenses not expended in the previous fiscal year, street work in the Cross Developments, Hwy. 44 water main distribution, drainage district 76.

RESOLUTION NO. 2023-41

A RESOLUTION AUTHORIZING THE MAINTENANCE OF A PETTY CASH FUND AT THE DALLAS CENTER COMMUNITY SWIMMING POOL NOT TO EXCEED \$100 FOR THE PURPOSE OF MAKING CHANGE FOR POOL ADMISSIONS AND POOL PASS PURCHASES

WHEREAS, it is necessary to maintain a petty cash fund at the Dallas Center Community Swimming Pool for the purpose of making change for pool admissions and pool pass purchases; and

WHEREAS, the pool manager should be authorized to maintain from City funds a petty cash fund in an amount not to exceed \$100.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the pool manager at the Dallas Center Community Swimming Pool is hereby authorized to maintain from City funds a petty cash fund in an amount not to exceed \$100.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 11th day of July, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk

RESOLUTION NO. 2023-42

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (THE "AGREEMENT") BETWEEN THE IOWA DEPARTMENT OF REVENUE AND THE CITY OF DALLAS CENTER REGARDING THE STATE SETOFF PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, by the enactment of Senate File 514 which made numerous changes to the organization and structure of state agencies, the State Offset Program has been renamed the State Setoff Program and will be administered by the Iowa Department of Revenue effective November 13, 2023; and

WHEREAS, the City is an existing participant in the Offset Program currently administered by the Department of Administrative Services, but now must reapply for participation in the Setoff Program and enter into a new Memorandum of Understanding with the Iowa Department of Revenue, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Memorandum of Understanding is approved, and the Mayor is authorized to sign it on behalf of the City.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 11th day of July, 2023.

Daniel Beyer, Mayor

ATTEST:

Shellie Schaben, City Clerk