

AGENDA
Dallas Center City Council
December 12, 2017 –7:00 pm - Legion Hall

PUBLIC HEARING – on the authorization of a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligation of the City thereunder [Not to Exceed \$210,000 Sewer Revenue Capital Loan Notes]

PUBLIC HEARING - on the proposal to issue Revenue Refunding Bonds (YMCA Project), Series 2017 in an amount not to exceed \$10,000,000

1. Pledge of Allegiance
2. Roll Call
3. Action to approve agenda
4. Action to approve consent agenda
 - a. Approve minutes of November 14th regular meeting and November 28th special meeting
 - b. November Treasurer's Report
 - c. November Fire/Rescue, Law Enforcement, Compliance and Water Reports
 - d. Approve Mayor's appointment of Mark Mernone to the Parks and Recreation Board (term expires December 31, 2020)
 - e. Approve Daniel Rogers as a volunteer firefighter
 - f. Approve Rodney Whitmire as a volunteer firefighter
 - g. Approve sidewalk reimbursement for 1300 Cherry in the amount of \$292.00
 - h. Approve invoices for payment (review committee Bagby and Pion)
5. Administration of Oath of Office to Mayor Kidd (term beginning January 1, 2018)
6. Administration of Oath of Office to Council Member Bagby (term beginning January 1, 2018)
7. Administration of Oath of Office to Council Member Pion (term beginning January 1, 2018)
8. Issuance of Not to Exceed \$10 million Revenue Refunding Bonds (YMCA Project), Series 2017
 - a. Action on Resolution 2017-55 – to proceed with the issuance and sale of Revenue Refunding Bonds (YMCA Project), Series 2017, in an amount not to exceed \$10,000,000
 - b. Action on Resolution 2017-56 – authorizing the issuance, execution, delivery and sale of Revenue Refunding Bonds (YMCA Project), Series 2017, in the aggregate principal amount not to exceed \$10,000,000, of the City of Dallas Center, Iowa, the execution and delivery of a Loan Agreement, and other matters relating thereto
9. Ammon Taylor with Waste Management – review of services
10. Dusty Rauschenberg – Friends of the Dallas Center Pool Annual Report
11. Amy Jarnagin – Home Base Iowa update
12. Public Communications and Concerns [Anyone wanting to speak about a matter not on the Agenda 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.]
13. Parks and Recreation Board –
 - a. Action to approve Request for Proposals – vending machines at Trailhead Restroom
 - b. Action to approve Resolution 2017-57 – approve Parks and Recreation Board recommendation to transfer \$25,000 from Burnett Recreation to the Pool Depreciation
14. Plan and Zoning Commission Report
 - a. Action on Resolution 2017-49 – approving Site Plan for First Presbyterian Church
 - b. Action on Resolution 2017-50 – approving Architectural Plan for First Presbyterian Church
 - c. Possible action to set public hearing on amending Zoning Code to remove mobile home parks as a permitted use in the C-2 District for 7 p.m. on January 9, 2018
 - d. Review and possible action on approving report recommending that the occupancy of Tiny Homes for residential purposes are not currently permitted by either the Zoning Code or the Subdivision Ordinance
15. Lynn Crest Estates Plat 3

- a. Engineer's Report
- b. Action on Resolution 2017-51 – accepting the Improvements in Lyn Crest Estates Plat 3
- c. Action on Resolution 2017-52 – approving the Final Plat of Lyn Crest Estates Plat 3
- d. Action to set a public hearing for 7 p.m. on January 9, 2018, to vacate the 30 foot storm sewer and overland flowage easement shown for Outlot Y on the Final Plat of Lyn Crest Estates Plat 2
16. Public Works Report
17. Southwest Stormwater Drainage Improvements – Phase 1
 - a. Engineer's Report
 - b. Approve Partial Payment Estimate No. 12 – Progressive Structures, LLC - \$38,997.77
 - c. Approve Change Order No. 6 – Progressive Structures, LLC – increase of \$5,000.00
18. Water Plant Phase 1 Update
 - a. Engineer's Report
 - b. Partial Payment Estimate No. 2 – Jetco, Inc. - \$29,785.35
19. Wastewater Treatment Facility Improvements
 - a. Engineer's Report
 - b. Action on Resolution 2017-53 – approving Agreement with Veenstra & Kimm for professional services
20. Not to Exceed \$210,000 Sewer Revenue Capital Loan Notes – action on Resolution 2017-54 – instituting proceedings to take additional action (SRF Loan – Interim Financing for Planning & Design)
21. Capital Improvements Plan – Council prepare to narrow focus at January meeting
22. Engineer's Report – other matters
23. Discussion and action on 2018 health and dental insurance renewal
24. Property at 204-15th Street – report of District Court's award of abandoned property to the City, and possible action thereon
25. Council reports
 - a. Voluntary Annexations
26. Mayor's report
 - a. January Budget Workshops scheduled for January 2nd, 3rd and 4th
27. Adjournment

Cindy Riesselman, City Clerk

Claims

Access Systems Leasing	Dec Serv	\$248.81
Adel Tv & Appliance Co	Repairs	\$75.95
Agsource Cooperative Svcs	Tests	\$675.50
Baker & Taylor Co.	Books	\$868.82
Bankers Trust	Bond	\$72,452.29
Bankers Trust	Bond	\$18,820.00
Mmit Business Solutions	Oct Lease	\$96.30
Bay Bridge Administrators	Dec Premium	\$100.42
Brown, Fagen & Rouse	Dec Serv	\$2,250.00
Cede & Co	Bond	\$500.00
Centurylink	Dec Serv	\$515.94
Cintas Corporation #762	Oct Serv	\$241.08
Core & Main	Repairs	\$427.62
Culligan Water System	Nov Serv	\$39.05
Dallas County Auditor	Election	\$1,863.51
Dallas County Treasurer	Dec Serv	\$16,970.48

Dallas County Treasurer	Prop Tax	\$693.00
Dave Steinick	Sidewalk Reimb	\$292.00
Deaton Truck And Auto Inc	Repairs	\$177.54
Delta Dental	Dec Premium	\$31.70
Delta Dental	Dec Premium	\$450.06
Digital Stew Services	Nov Serv	\$79.50
Dmc Welding & Repair Llc	Repairs	\$16.83
Ed Leedom	Nov Serv	\$568.95
Eftps	Taxes	\$3,117.55
Eftps	Taxes	\$3,828.69
Electronic Engineering	Repairs	\$673.60
Elite Electric & Utility	Dec Serv	\$735.27
Gatehouse Media Iowa Holdin	Nov Serv	\$761.73
Gis Benefits	Dec Premium	\$25.34
Gis Benefits	Dec Premium	\$23.73
Grainger	Supplies	\$386.56
Heartland Co-Op	Nov Serv	\$755.98
Hsa Cory, Rochelle	Hsa	\$150.00
Hsa Riesselman, Cindy	Hsa	\$150.00
Hsa Slaughter, Brian	Hsa	\$150.00
Hsa Steele, Kathy	Hsa	\$150.00
Industrial Chem Labs	Supplies	\$0.00
Iowa Finance Authority	Bond	\$455.00
Iowa Finance Authority	Bond	\$1,137.50
Iowa Finance Authority	Bond	\$9,030.00
Iowa Prison Industries	Supplies	\$126.56
Ipers	Ipers	\$4,167.41
Iron Mountain	Nov Serv	\$49.43
Jetco Inc	Dec Serv	\$29,785.35
Jim's John Inc	Oct/Nov Serv	\$120.00
Karen's Quality Cleaning	Nov Serv	\$470.00
Kempker's True Value	Supplies	\$13.15
Krudico Inc	Repairs	\$714.39
Leaf	Nov Serv	\$102.08
M & T Fire And Safety	Supplies	\$150.00
Mercy College Health Sciences	Training	\$15.00
Menards	Repairs	\$451.99
Midamerican Energy	Nov Serv	\$3,314.40
Midwest Breathing Air Llc	Testing	\$169.10
Moss Bros, Inc	Repairs	\$30.48
Napa Auto Parts	Supplies	\$67.03
Nationwide Retirement Sol	Deferred Comp	\$200.00
Office Depot	Supplies	\$49.39
Petty Cash-City	Postage	\$21.82

Praxair Distribution	Nov Serv	\$27.93
Progressive Structures, Llc	Sw Storm	\$38,997.77
Progressive Structures, Llc	Sw Storm	\$79,902.89
Rdg Planning & Design	Nov Serv	\$44,200.00
Rhinehart Excavating, Inc	Supplies	\$348.34
Cindy Riesselman	Training	\$16.05
Treasurer - State Of Iowa	Sales Tax	\$2,556.69
April Scrivner	Mileage	\$18.46
Strauss Safe & Lock Co.	Supplies	\$332.55
Truck Equipment, Inc.	Supplies	\$85.16
Unplugged Wireless	Repairs	\$60.00
Usa Blue Book	Supplies	\$428.56
Veenstra & Kimm	Oct/Nov Serv	\$5,012.37
Verizon Wireless	Nov Serv	\$120.03
Treasurer - State Of Iowa	Taxes	\$1,094.00
Waste Management	Nov Serv	\$15,813.83
Wellmark Bcbs	Dec Premium	\$308.16
Wellmark Bcbs	Dec Premium	\$5,263.25
Wells Fargo	Supplies/Postage	\$2,509.23
 Paid Total		 \$377,099.15

General	\$57,623.48
Rut	\$1,118.52
T&A(Eb)	\$8,987.73
Rec Trail	\$44,200.00
Debt Service	\$91,727.29
Water	\$47,589.17
Sewer	\$6,177.70
Storm District	\$119,675.26
	 \$377,099.15

Revenues

General Total	\$66,097.94
T&A (Pd) Benevolent	\$0.19
T&A(Ft) Total	\$52.05
T&A(Sc) Total	\$2.38
Capital Improvement	\$42.05
T&A(SI) Total	\$4.57
Rut Total	\$18,746.38
T&A(Eb) Total	\$7,976.56
Emergency Levy Fund	\$1,359.45
Tif Total	\$1,366.47

Burnett Project Total	\$178.61
T&A(Bc) Total	\$196.40
T&A(Burnett Cap Improve	\$161.10
T&A(Pd) Total	\$0.00
Rec Trail Total	\$0.00
Debt Service Total	\$20,670.14
T&A(B) Total	\$3.78
T&A(Y) Total	\$3.29
Water Total	\$37,541.60
Sewer Total	\$28,857.79
Storm District Total	\$4,423.35
 Total Revenue By Fund	 \$187,684.10

The Dallas Center City Council met in regular session November 14, 2017 at 7:00 pm. Mayor Kidd called the meeting to order and led the pledge of allegiance. Council members present included David Bagby, Danny Beyer, Curtis Pion, Ryan Kluss and Ryan Pearson.

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

Motion by Pion, 2nd by Kluss to approve consent agenda [approve minutes of October 10th regular meeting, October 17th grand opening, and October 19th Local Option Sales Tax meeting/council forum; October Treasurer's Report; October Fire/Rescue, Law Enforcement, Compliance and Water Reports; approve Mayor's reappointment of Ken Matteson to the Parks and Recreation Board (term expires December 31, 2020); action to approve posting for part-time administrative position to replace April Scrivner; approve invoices for payment (review committee Kluss and Beyer)]. Motion passed 5-0.

Jake Anderson with Greater Dallas County Alliance gave their annual report.

Motion by Pion, 2nd by Pearson to approve Tree Board request on Tree City USA Community Application and authorizing the City to file the application. Motion passed 5-0.

Public Communications and Concerns - Julie Becker expressed multiple concerns. Bill Ellerman expressed concerns with Hatton Avenue. Robert Haxton had a question on item 15. Scott Bailey inquired about the Capital Improvement Plan.

Motion by Pearson, 2nd by Beyer to direct Attorney Brown to prepare a Request for Proposal (with specific requirements) for the placement of one or two vending machines behind the Trail Restroom for council review. Motion passed 5-0.

Motion by Pion, 2nd by Bagby to approve Resolution 2017-47- approving Project Proposal from Iowa State University College of Design for a Comprehensive Park Master Plan Study to be paid with Burnett money. Roll call all ayes, motion passed.

Slaughter gave the public works report

Motion by Kluss, 2nd by Bagby to approve Lyn Crest Estates Plat 3 request to extend time in which the Final Plat must be presented to the Council to December 12, 2017. Motion passed 5-0.

Southwest Stormwater Drainage Improvements – Phase 1

Veenstra gave a project update

Motion by Kluss, 2nd by Pearson to approve Partial Payment Estimate No. 11 – Progressive Structures, LLC - \$ 79,902.89. Motion passed 5-0.

Motion by Beyer, 2nd by Pion to approve Change Order No. 5 – Progressive Structures, LLC – increase of \$2,290.48. Motion passed 5-0.

Veenstra to send a letter to Progressive regarding the maintenance bond in regard to Hatton Ave repairs.

Veenstra waiting on pricing for native grasses and native flowers at retention pond.

Water Plant Phase 1 Update – Veenstra gave an engineer's report

Water Plant Backwash Wastewater

Veenstra gave an engineer's report

Motion by Kluss, 2nd by Bagby directing engineer to move forward with design for discharge of backwash and softener regeneration water from the water treatment plant. Motion passed 5-0.

Wastewater Treatment Plant Project

Veenstra gave the engineer's report.

Motion by Kluss, 2nd by Pearson to approve Resolution 2017-41 – declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects (Wastewater Treatment Plant Project). Roll call all ayes, motion passed.

Not to Exceed \$210,000 Sewer Revenue Capital Loan Notes (Wastewater Treatment Plant Planning and Design)

Motion by Kluss, 2nd by Beyer to approve Engagement Letter with Ahlers & Cooney, P.C. Motion passed 5-0.

Motion by Kluss, 2nd by Pearson to approve Resolution 2017-42 – fixing a date for a meeting (7 pm, December 12, 2017) on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder. Roll call all ayes, motion passed.

Veenstra gave an update on the Capital Improvements Plan, council will review and discuss budget implications and bring back to Veenstra.

Council had discussion on plan to seek voluntary annexations into the City. Kluss and Beyer will work on some of the preliminary items that need to be completed to move forward.

Annual TIF Report

Council reviewed annual report

Motion by Kluss, 2nd by Pion to approve Resolution 2017-43 – incurring TIF indebtedness. Roll call all ayes, motion passed.

Motion by Pearson, 2nd by Bagby to approve Resolution 2017-44 – authorizing reimbursement of TIF expenses from the TIF Fund to the General Fund. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Kluss to establish TIF revenue request for FY 2017-2018. Motion passed. 5-0.

Motion by Beyer, 2nd by Kluss to approve Resolution 2017-45 – approving 2017 annual report to the State of Iowa. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Beyer to approve Resolution 2017-46 – approving FY 2018 budgeted fund transfers. Roll call all ayes, motion passed.

Motion by Bagby, 2nd by Beyer to amend Ordinance 517 to add the word renter. Motion passed 5-0.

Motion by Beyer, 2nd by Pion to approve the amended version of Ordinance No. 517 – amending provisions pertaining to fireworks, second reading. Roll call all ayes, motion passed.

Motion by Pion, 2nd by Bagby to waive the third reading of amended Ordinance 517 making it effective upon publication. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Pearson to approve Ordinance No. 518 – amending the Code of Ordinances, including Chapter 30, to provide for law enforcement services by the Dallas County Sheriff. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Kluss to waive the 2nd and 3rd readings of Ordinance 518 making it effective upon publication. Roll call all ayes, motion passed.

Council had discussion on extending the 2006 Urban Revitalization Area (100% exemption on the first \$75,000 of actual value added by improvements) to home improvements throughout the entire City. Motion by Pion, 2nd by Kluss authorizing Attorney Brown to contact Ahlers and Cooney to update the Urban Revitalization Plan.

Council had discussion on addressing noise in the City, and amending Code Section 40.03(2) [Noise Ordinance]. Council directed Brown to gather information for possibly amending the ordinance.

Council had discussion Confined Animal Feeding Operations (CAFO) and the spreading of manure. Council took no action.

Council had discussion on renewal of myBlue HSA Gold 2000 health insurance plan for 2018. The city will obtain a quote from Aetna before making a decision.

Police Department

Motion by Kluss, 2nd by Bagby authorizing Dallas County Sheriff's Office to dispose of or donate uniforms and badges. Motion passed 5-0.

Motion by Kluss, 2nd by Beyer to dispose of remaining contents that are unusable by other city departments (including furniture) with the sale of the building. Motion passed 5-0.

Council reports-Kluss to attend SRF Sponsored Project Workshop

Mayor's report-Reminder of budget strategy session-Tuesday, November 28th at 6:00 pm.

Meeting adjourned at 9:51 pm.

Cindy Riesselman, City Clerk

Claims

Access Systems Leasing	Nov Lease	\$289.86
Acco Unlimited Corp	Supplies	\$252.60
Ventilation Services Of	Storm Sewer Maint	\$9,633.45
Agsource Cooperative Svcs	Tests	\$676.00
Allender Butzke Engineers Inc.	Engineering	\$1,000.00
Arnold Auto Supply	Supplies/Repairs	\$8.07
Baker & Taylor Co.	Books	\$851.84
Mmit Business Solutions Group	Nov Lease	\$96.30
Bay Bridge Administrators	Cancer Policy	\$100.42
Brown, Fagen & Rouse	Nov Serv	\$2,353.00
Ced	Supplies	\$50.67
Center Point Large Print	Books	\$237.60
Centurylink	Nov Serv	\$515.51
Cfi	Repairs	\$744.40
Cintas Corporation #762	June Serv	\$28.08
City Of West Des Moines	Local Housing Trust	\$1,217.25
Cj Cooper & Associates	Oct Serv/Dues	\$90.00
Occupational Health Centers	Drug Testing	\$44.00
Core & Main	Repairs	\$2,469.84
Crossroads Ag, Llc	Supplies	\$123.85
Culligan Water System	Nov Serv	\$11.95
Dallas Center Rotary	Dues	\$182.50

Dallas County Treasurer	Nov Serv	\$16,970.48
Dan's Towing & Service	Nov Serv	\$72.00
Data Technologies	Annual Fee	\$4,695.32
Delta Dental	Nov Premium	\$31.70
Delta Dental	Nov Premium	\$450.06
Digital Stew Services	Computer/Nov Serv	\$3,299.49
Dmc Welding & Repair Llc	Repairs/Shelves	\$583.28
Iowa Dept Of Transportation	Supplies	\$256.26
Ed Leedom	Oct Serv	\$442.27
Ed M Feld Equip. Co., Inc	Oct Serv	\$20.00
Eftps	Fed/Fica Tax	\$3,237.22
Eftps	Fed/Fica Tax	\$3,317.55
Elite Electric & Utility	Storm Sewer Maint	\$850.00
Emc Insurance Company	Ins Premium	\$357.00
Fire Service Training Bureau	Training	\$274.00
Gatehouse Media	Publications	\$406.43
Gis Benefits	Nov Premium	\$25.34
Gis Benefits	Nov Premium	\$23.73
Grainger	Repairs	\$226.06
Graybar	Repairs	\$63.35
Heartland Co-Op	Oct Serv	\$955.81
Hsa Cory, Rochelle	Hsa	\$150.00
Hsa Riesselman, Cindy	Hsa	\$150.00
Hsa Slaughter, Brian	Hsa	\$150.00
Hsa Steele, Kathy	Hsa	\$150.00
Hullinger Signs & More	Sign	\$158.00
Idals	Training	\$15.00
Industrial Chem Labs	Supplies	\$323.51
Simmering-Cory/Iowa Codifi.	Oct Serv	\$1,110.00
Iowa Freedom Of Information	Supplies	\$20.00
Iowa Native Trees & Shrubs	Trees	\$690.00
Iowa One Call	Sept Serv	\$30.60
Iowa Rural Water Assoiation	Dues	\$275.00
Ipers	Ipers	\$4,298.07
Iron Mountain	Oct Serv	\$49.43
Jim's John Inc	Sept/Oct Serv	\$120.00
Karen's Quality Cleaning	Oct Serv	\$475.00
Kidd, Mike	Supplies	\$140.82
Koch Brothers	Oct Serv	\$74.34
Leaf	Oct Serv	\$65.36
Luellen Brothers Inc	Oct Serv	\$961.15
Manatts	Storm Sewer Maint	\$262.00
Mercy College Health Sciences	Training	\$5.00

Menards	Repairs/Supplies	\$583.66
Midamerican Energy	Oct/Nov Serv	\$5,589.17
Moss Bros, Inc	Repairs	\$1,156.59
Napa Auto Parts	Supplies	\$40.27
Nationwide	Oct Serv	\$200.00
Office Depot	Supplies	\$95.37
Otis Elevator Company	Contract	\$1,472.95
Praxair Distribution	Oct Serv	\$27.35
Quill Corporation	Supplies	\$89.37
Cindy Riesselman	Training	\$93.09
Treasurer - State Of Iowa	Sales Tax	\$2,648.84
South Dallas County Landfill	Annual Fee	\$2,195.00
Sparklehoopdance Llc	Program	\$40.00
Sprayer Specialties, Inc	Repairs	\$180.00
State Hygienic Lab	Tests	\$13.00
Kathy Steele	Training	\$49.22
Storey Kenworthy	Supplies	\$65.98
Treasurer Of Iowa	Unclaimed Property	\$80.19
Truck Equipment, Inc.	Supplies/Repairs	\$38.08
Trugreen	Oct Serv	\$3,475.00
Unplugged Wireless	Repairs	\$79.90
Usa Blue Book	Supplies	\$416.29
Utility Service Co., Inc.	Oct Serv	\$1,850.00
Veenstra & Kimm	Permits/Oct Serv	\$8,254.39
Verizon Wireless	Oct Serv	\$120.07
Treasurer - State Of Iowa	State Tax	\$1,129.00
Wageworks, Inc	Annual Fee	\$485.00
Waste Management Of Iowa	Oct Serv	\$15,724.08
Wellmark Bcbs	Premium	\$308.16
Wellmark Bcbs	Premium	\$5,263.25
Wells Fargo	Supplies	\$610.63

***** Report Total ***** \$119,581.72

General	\$71,324.73
Rut	\$3,290.53
T&A(Eb)	\$8,987.73
Rec Trail	\$1,000.00
Water	\$12,656.61
Sewer	\$17,422.53
Storm District	\$4,899.59

Total By Fund \$119,581.72

Revenues

General Total	\$261,862.58
T&A (Pd) Benevolent	\$0.22
T&A(Ft) Total	\$60.11
T&A(Sc) Total	\$2.74
Capital Improvement	\$48.56
T&A(SI) Total	\$986.84
Rut Total	\$13,950.75
T&A(Eb) Total	\$40,982.70
Emergency Levy Fund	\$6,987.09
Tif Total	\$5,057.52
Burnett Project Total	\$206.55
T&A(Bc) Total	\$226.78
T&A(Burnett Cap Improve	\$186.02
Rec Trail Total	\$75,000.00
Debt Service Total	\$89,423.07
T&A(B) Total	\$4.36
T&A(Y) Total	\$3.79
Water Total	\$39,498.75
Sewer Total	\$28,969.41
Storm District Total	\$4,598.63
 Total Revenue By Fund	 \$568,056.47

The Dallas Center City Council met in special session November 28, 2018 at 6:00 pm. Mayor Kidd led the Pledge of Allegiance and called the meeting to order. Council members present included Curt Pion, Danny Beyer, Ryan Kluss, David Bagby and Ryan Pearson.

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

Issuance of Not to Exceed \$10 million Revenue Refunding Bonds (YMCA Project)

Dave Van Sickle of the Davis Brown Law Firm gave council bond information.

Motion by Kluss, 2nd by Pearson to approve Resolution 2017-48 – regarding the issuance of an amount not to exceed \$10,000,000 of its revenue refunding bonds (YMCA Project), Series 2017, calling a public hearing (7 p.m. December 12, 2017) on the proposed issuance of the bonds, and ratifying publication of notice of the hearing. Roll call all ayes, motion passed.

Council conducted a budget strategy session, no action was taken.

Meeting adjourned at 7:06 pm.

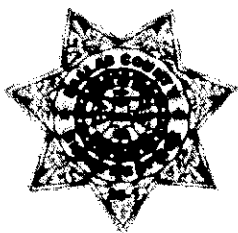
Cindy Riesselman, City Clerk

12/8/2017

Monthly Water Report

8:14 AM

Date	Nov-17																							
Water Plant																								
Total Gal.>	4,430,600	Max	459,700	Min	92,900	Avg	147,700	Gpm	327															
Total Hrs.>	249.2	Max	15.5	Min	4.3	Avg	8.3																	
Last Month.>	4,062,800	Max	197,700	Min	100,700	Avg	131,100	Gpm	262															
Last Year.>	3,694,000	Max	189,000	Min	51,000	Avg	123,000	Gpm	277															
Lbs.of Chlorine 530 Lbs of Fluoride 31 Gallons of salt brine 3,361																								
Chlorine.Mg/l 0.67 Fluoride.Mg/l 0.5 Hardness. Mg/l 124 Iron. Mg/l 0.01 Nitrate.Mg/l																								
Well																								
Date	11/29/2017																							
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm				
Well # 7	30	14	16	150																				
Well # 8	33	25	8	80																				
Well # 9	28	22	6	140																				
Well # 10	24	12	12	70																				
Test Well																								
Water Meters																								
	New Installs								Read In															
	Replace Meter								Read Out															
	Replace Radio								Shut off For															
	Read								nonpayment															
	Repair																							
Fire Hydrants																								
	New Install								Flush Hyd								Repair Hyd							
Water Plant																								
11-16-17/11-22-17 - Elite started electric upgrade.																								
Water Tower																								
Reservoir																								
Dist. System																								
11/9/2017 - 13th & Laurel 4" water main break																								
Wells																								
11/29/2017 - Tested Wells 7-8-9-10. Well 10 Scheduled to be cleaned by Northway Well.																								
Other																								



Dallas County Sheriff's Office
Dallas Center/Incidents
November 1, 2017 – November 30, 2017

Incident Type	Date	Location	Time
Harassment/Threats	November 1, 2017	1207 8 th St	8:22 a.m.
Follow Up Investigation	November 2, 2017	1200 Ash St	2:23 p.m.
Welfare Check	November 2, 2017	804 13 th St	5:49 p.m.
Animal Control	November 2, 2017	1006 Ash St	6:45 p.m.
Domestic	November 2, 2017	1406 Cherry St	6:44 p.m.
Hang Up 911	November 3, 2017	590 Sugar Grove Ave	10:20 a.m.
Welfare Check	November 4, 2017	1500 Walnut St	3:42 p.m.
Animal Bite	November 4, 2017	1002 Fairview Dr.	4:12 p.m.
Follow Up Investigation	November 4, 2017	2523 240 th St	7:03 p.m.
Medical/Ambulance	November 5, 2017	810 Sugar Grove Ave	9:13 a.m.
Public Assist	November 5, 2017	1308 Walnut St	12:05 p.m.
911 Hang up	November 6, 2017	1001 Sycamore St	4:49 p.m.
Theft	November 8, 2017	1605 Walnut St	12:00 p.m.
Vandalism	November 9, 2017	600 9 th St	10:07 a.m.
Medical/Ambulance	November 9, 2017	1107 Sugar Grove Ave	6:10 p.m.
Disturbance	November 11, 2017	Sugar Grove Ave/14 th St	4:20 p.m.
Premises Check	November 12, 2017	1405 Walnut St	6:11 p.m.
Medical/ambulance	November 12, 2017	1605 Sugar Grove Ave	7:39 a.m.
Vandalism	November 12, 2017	600 9 th St	1:53 p.m.
Gas Leak/Gas Odor	November 12, 2017	1107 Sycamore St	4:12 p.m.
Medical Alarm	November 12, 2017	1107 Sugar Grove Ave	8:40 p.m.
Information	November 13, 2017	1106 Linden St	3:43 p.m.
Medical/Ambulance	November 14, 2017	7 Prairie Ln	6:10 p.m.
Medical Alarm	November 15, 2017	203 13 th St	4:31 a.m.
Civil Dispute	November 15, 2017	104 14 th St	1:22 p.m.
Suspicious	November 15, 2017	10 th /Vine St	6:33 p.m.
Follow Up Investigation	November 16, 2017	2524 240 th St	8:29 a.m.
Medical Transport	November 17, 2017	507 14 th St	2:54 p.m.
Medical/Ambulance	November 19, 2017	1204 Linden St	10:30 a.m.
Theft Of Motor Vehicle	November 19, 2017	105 10 th St	10:10 a.m.
Burglary	November 19, 2017	Sugar Grove Ave/10 th St	12:59 p.m.
Theft	November 20, 2017	85 Kellogg Ave	10:27 a.m.
Pursuit	November 20, 2017	1800 Linden St	8:14 p.m.
Suspicious	November 21, 2017	1204 Linden St	11:49 a.m.
Theft	November 21, 2017	1400 Vine St	4:22 p.m.

Incident Type	Date	Location	Time
Suspicious	November 22, 2017	902 Sycamore St	11:09 p.m.
Suspicious	November 23, 2017	14 th St/Vine St	1:45 p.m.
Suspicious	November 23, 2017	1705 Walnut St	9:47 p.m.
Harassment/Threats	November 24, 2017	117 Lake Shore Dr.	11:00 a.m.
Welfare Check	November 24, 2017	1101 Maple St	1:43 p.m.
Follow Up Investigation	November 24, 2017	810 Kellogg Ave.	10:01 p.m.
Suspicious	November 27, 2017	201 10 th St	12:34 a.m.
Alarm	November 27, 2017	1202 Sugar Grove Ave.	2:04 a.m.
Medical Transport	November 27, 2017	1204 Linden St	5:36 a.m.
Suspicious	November 27, 2017	Hickory Ct/Fairview Dr.	8:33 a.m.
Animal Control	November 27, 2017	13 th St/Maple St	2:25 p.m.
Follow Up Investigation	November 27, 2017	404 10 th St	5:27 p.m.
Warrant	November 27, 2017	404 10 th St	5:46 p.m.
Vandalism	November 27, 2017	105 10 th St	7:23 p.m.
Information	November 28, 2017	1204 Linden St	3:43 p.m.
Follow Up Investigation	November 28, 2017	201 10 th St	3:41 p.m.
Burglary	November 28, 2017	805 Hatton Ave	5:01 p.m.
Animal Control	November 28, 2017	1304 Ash St	9:51 p.m.
Alarm	November 29, 2017	1202 Sugar Grove Ave	12:33 a.m.
Theft	November 29, 2017	84 Kellogg Ave	12:23 p.m.
Suspicious	November 30, 2017	904 10 th St	8:35 a.m.
Alarm	November 30, 2017	1202 Sugar Grove Ave	9:33 p.m.

Traffic Stops	41
Civil Papers	5

352 Hours - Contracted 320 Hours

All Calls Grand Total 103

FIRE & EMS REPORT

November 2017

FIRE 8 total

- 2 Hazmat assignments
- 1 mutual aid Grimes
- 2 Mutual aid -- Adel
- 1 fire assignment
- 1 outside fire
- 1 MVC

EMS 10 Total

10 calls for service (8 City/2 Rural)

NOVEMBER 2017 CODE ENFORCEMENT REPORT

DALLAS CENTER

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
2015-001	204-15th	Dilapidated house.	4/20/2015	5/5/2015	Took pictures of house. Proposed notice to Ralph sent letter ---- Recd letter from owner---9/29/15 Had to secure doors	
		BEGIN 2016				
2016-012	1206 Cherry	Unlicensed/inop Truck	2/17/2016	3/5/2016 4/5/16 4/20/16 1/20/17	Left Card 3/21/16 Advisory 4/6/16 Send Certified Resend advisory add another truck-1/3/16	
		BEGIN 2017				
2017-009	1401 Walnut	Property Maintenance Complaint	1/18/2017 4/5/17	3/23/2017 6/28/17 8/2/17	Advisory// 5/24/17 Certified 7/12/17	
2017-028	801-9	Property Maintenance	3/22/2017	6/28/2017 8/2/17 12/6/17	Advisory/Certified7/12/17 8/9/17 Started work 11/1/17 Reminder	11/29/2017
2017-051	1600 Linden	Property Maintenance	5/24/2017	7/26/2017 10/11/17 12/6/17	Advisory / Will have financing in October 11/1/17 Certified	
2017-081	1505 Cherry	Property Maintenance Complaint	8/9/2017	10/11/2017 11/15/17	Advisory /10/12/17 Cert.	

2017-093	104 - 14th	Vehicle	8/30/2017	9/13/2017 9/22/17 10/13/17 11/3/17	Card 9/7/17 Send Advisory 9/27/17 Certified 10/19/17 Intent to impound	11/1/2017
2017-101	1602 Linden	Vehicle	9/20/2017	10/4/2017 10/29/17 11/16/17	Card /10/12/17 Advisory 11/1/17 Certified	11/22/2017
2017-107	201-14	Vehicles/Grass	9/27/2017	10/13/2017 11/8/17	Advisory 10/19/17 Certified	
2017-108	105-10	Brush Pile	10/4/2017	10/18/2017	Card	11/8/2017
2017-110	1302 Sycamore	Vehicle & Junk (complaint)	10/12/2017	11/8/2017 11/29/17	Advisory 10/19/17 Additional Advisory	
2017-112	707 Percival	Junk (Complaint)	10/25/2017	11/13/2017 12/4/17	Advisory 11/15/17 do Certified	
2017-113	1203 Vine	Junk R.O.W.	10/25/2017	11/1/2017	M	11/1/2017
2017-114	1006 Vine	F.Y.P.	10/25/2017	11/1/2017	Flyer	11/8/2017
2017-115	302 Hatton	Junk	11/1/2017	11/22/2017	M--Card	11/15/2017
2017-116	303 Percival	Junk	11/1/2017	11/8/2017	M	11/8/2017
2017-117	1706 Linden	F.Y.P.	11/1/2017	11/16/2017	Advisory	11/8/2017
2017-118	703-10	F.Y.P.	11/8/2017	11/22/2017	Flyer	11/15/2017
2017-119	303 Percival	Junk R.O.W.	11/15/2017	11/22/2017	M--Card	11/22/2017
2017-120	401 - 15th	Junk R.O.W.	11/15/2017	11/22/2017	M--Card	11/22/2017
2017-121	1406 Cherry	Junk R.O.W.	11/15/2017	11/22/2017	M--Card	11/22/2017
2017-122	1706 Linden	F.Y.P.	11/15/2017	11/22/2017	Flyer -- 11/15/17 Asked Sheriff to ticket vehicle in front yard	11/22/2017
2017-123	901 Linden	Junk R.O.W.	11/22/2017	11/29/2017	M	11/29/2017
2017-124	704 Northview Dr.	Junk R.O.W.	11/22/2017	11/29/2017	M	11/29/2017
2017-125	1607 Ash	Junk R.O.W.	11/29/2017	12/6/2017	M	
2017-126	401 Percival	Junk	11/29/2017	12/13/2017	Card	
2017-127	807 Percival	Junk R.O.W.	11/29/2017	12/6/2017	M	
2017-128	1504 Sycamore	Junk R.O.W.	11/29/2017	12/6/2017	M	

BALANCE SHEET

CALENDAR 11/2017, FISCAL 5/2018

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	215,701.36-	31,857.99
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
041-000-1110	CHECKING-T&A(SL)	981.85-	.00
110-000-1110	CHECKING-RUT	13,950.75-	.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)	29,650.67-	9,462.47
119-000-1110	CHECKING-EMERG LEVY	6,986.39-	.00
125-000-1110	CHECKING-TIF	5,050.23-	.00
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	992.26	.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	75,992.28-	.00
200-000-1110	CHECKING-DEBT SERVICE	6,349.73	91,727.29
305-000-1110	CHECKING-PLAYGROUND EQUIP	.00	.00
307-000-1110	CHECKING-2012 HWY 44 TURN LANE	.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	10,979.80-	17,954.90
600-000-1111	CHECKING-WATER SINKING	.00	.00
600-000-1112	CHECKING-T&A(M)	80.19	.00
600-000-1113	CHECKING-WATER IMPROVEMENT	.00	.00
600-000-1114	CHECKING-WATER RESERVE	.00	.00
610-000-1110	CHECKING-SEWER	23,429.13-	19,346.48
610-000-1111	CHECKING-SEWER SINKING	.00	.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	462.85-	4,395.04
	CHECKING TOTAL	375,763.13-	174,744.17
001-000-1120	PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1160	SAVINGS-GENERAL	200,298.33	920,292.18
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.19	753.91
015-000-1160	SAVINGS-T&A(FT)	52.05	203,326.27
021-000-1160	SAVINGS-T&A(SC)	2.38	9,276.83
029-000-1160	SAVINGS-DEPR POLICE	10.27	40,132.06

BALANCE SHEET

CALENDAR 11/2017, FISCAL 5/2018

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	3.92	15,313.57
029-000-1162	SAVINGS-DEPR PARK	1.37	5,357.32
029-000-1163	SAVINGS-DEPR SWIM POOL	11.05	43,170.95
029-000-1164	SAVINGS-DEPR P/W BLDG	15.44	60,308.10
041-000-1160	SAVINGS-T&A(SL)	986.42	17,869.70
110-000-1160	SAVINGS-RUT	27,739.93	224,733.53
110-000-1161	SAVINGS-DEPR RUT EQUIP	.00	49,180.83
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	25,021.32	83,261.29
119-000-1160	SAVINGS-EMERG LEVY	8,345.84	10,715.61
125-000-1160	SAVINGS-TIF	5,552.12	30,214.97
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	813.65-	697,646.74
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	196.40	767,156.86
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	161.10	629,258.94
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	74,992.28	28,940.83-
200-000-1160	SAVINGS-DEBT SERV	14,320.41	79,467.51
305-000-1160	SAVINGS-PLAYGROUND EQUIP	.00	.00
307-000-1160	SAVINGS-2012 HWY 44 TURN LANE	.00	.00
501-000-1160	SAVINGS-T&A(B)	3.78	14,745.65
502-000-1160	SAVINGS-T&A(Y)	3.29	12,833.22
600-000-1160	SAVINGS-WATER	27,242.25	334,294.19
600-000-1161	SAVINGS-WATER SINKING	5,130.42	36,923.20
600-000-1162	SAVINGS-T&A(M)	80.19-	4,488.26
600-000-1163	SAVINGS-WATER IMPROVEMENT	.00	10,487.68
600-000-1164	SAVINGS-WATER RESERVE	.00	59,000.00
610-000-1160	SAVINGS-SEWER	24,725.44	624,889.37
610-000-1161	SAVINGS-SEWER SINKING	5,445.00	39,213.16
610-000-1162	SAVINGS-SEWER RESERVE	.00	83,235.93
610-000-1163	SAVINGS-SEWER IMPROVEMENT	.00	13,342.66
740-000-1160	SAVINGS-STORM DISTRICT	79,916.28-	327,025.61
		-----	-----
	SAVINGS TOTAL	339,450.88	5,418,975.27
001-000-1170	CD-GENERAL	.00	.00
001-000-1171	CD-GENERAL	.00	.00
015-000-1170	CD-T&A (FT)	.00	.00
021-000-1170	CD-T&A (SC)	.00	.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
110-000-1170	CD-RUT	.00	.00
167-000-1170	CD-BC RECREATION	.00	.00
168-000-1170	CD-BC LIBRARY	.00	.00
169-000-1170	CD-BC CAP IMPROVE	.00	.00
501-000-1170	CD-T&A (B)	.00	.00
502-000-1170	CD-T&A (Y)	.00	.00
600-000-1170	CD-WATER	.00	.00

BALANCE SHEET
CALENDAR 11/2017, FISCAL 5/2018

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
600-000-1171	CD-WATER	.00	.00
610-000-1170	CD-SEWER	.00	.00
		-----	-----
	CD'S TOTAL	.00	.00
		=====	=====
	TOTAL CASH	36,312.25-	5,593,819.44
		=====	=====

TREASURER'S REPORT

CALENDAR 11/2017, FISCAL 5/2018

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	967,653.20	66,097.94	81,500.97	.00	952,250.17
011 T&A (PD) BENEVOLENT	753.72	.19	.00	.00	753.91
015 T&A(FT)	203,274.22	52.05	.00	.00	203,326.27
021 T&A(SC)	9,274.45	2.38	.00	.00	9,276.83
029 CAPITAL IMPROVEMENT	164,239.95	42.05	.00	.00	164,282.00
041 T&A(SL)	17,865.13	4.57	.00	.00	17,869.70
110 RUT	260,125.18	18,746.38	4,957.20	.00	273,914.36
112 T&A(EB)	97,353.11	7,976.56	12,605.91	.00	92,723.76
119 EMERGENCY LEVY FUND	9,356.16	1,359.45	.00	.00	10,715.61
125 TIF	29,713.08	1,366.47	864.58	.00	30,214.97
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	697,468.13	178.61	.00	.00	697,646.74
168 T&A(BC)	766,960.46	196.40	.00	.00	767,156.86
169 T&A(BURNETT CAP IMPROVE)	629,097.84	161.10	.00	.00	629,258.94
177 T&A(PD)	.00	.00	.00	.00	.00
180 REC TRAIL	27,940.83-	.00	1,000.00	.00	28,940.83-
200 DEBT SERVICE	150,524.66	20,670.14	.00	.00	171,194.80
501 T&A(B)	14,741.87	3.78	.00	.00	14,745.65
502 T&A(Y)	12,829.93	3.29	.00	.00	12,833.22
600 WATER	441,755.36	37,541.60	16,148.73	.00	463,148.23
610 SEWER	773,286.29	28,857.79	22,116.48	.00	780,027.60
740 STORM DISTRICT	411,799.78	4,423.35	84,802.48	.00	331,420.65
Report Total	5,630,131.69	187,684.10	223,996.35	.00	5,593,819.44

Dallas Center, Iowa
December 12, 2017

The City Council of Dallas Center, Iowa met in regular session on the 12th day of December, 2017, at 7:00 p.m. in the Dallas Center American Legion Hall, 1502 Walnut Street in Dallas Center, Iowa. The meeting was called to order and there were present, Michael Kidd, Mayor, and the following named Council Members:

Absent: _____

The members of the Council investigated and found that notice of a public hearing on the proposal to issue Revenue Refunding Bonds (YMCA Project), Series 2017 (the "Bonds"), in an amount not to exceed \$10,000,000 had been duly given according to law.

This being the time and place specified in the notice for the conduct of the public hearing on the proposal to issue such Bonds, the Mayor announced that all residents attending the hearing would now be given an opportunity to express their views for or against the proposal to issue the Bonds. The following residents attending the hearing expressed their views as follows:

(Here set out the names of residents appearing and summaries of any views expressed. If none, insert the word "None.")

After all residents who appeared at the meeting who desired to do so had expressed their views for or against the proposal to issue the Bonds, Council member _____ introduced and caused to be read a Resolution entitled:

"RESOLUTION TO PROCEED WITH THE ISSUANCE AND SALE OF REVENUE REFUNDING BONDS (YMCA PROJECT), SERIES 2017, IN AN AMOUNT NOT TO EXCEED \$10,000,000,"

and moved its adoption, seconded by Council member _____. After due consideration of said resolution by the Council, the Mayor put the question on the motion and upon the roll being called, the following named Council members voted:

Ayes: _____

Nays: _____

Absentions: _____

Whereupon the Mayor declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *

Michael Kidd, Mayor

Attest:

Cindy Riesselman, City Clerk

RESOLUTION 2017-55

RESOLUTION TO PROCEED WITH THE ISSUANCE AND SALE OF REVENUE REFUNDING BONDS (YMCA PROJECT), SERIES 2017, IN AN AMOUNT NOT TO EXCEED \$10,000,000

WHEREAS, Dallas Center, Iowa (hereinafter referred to as the "City"), is a municipal corporation and political subdivision organized and existing under the laws and the Constitution of the State of Iowa (the "State"), and is authorized and empowered by Chapter 419 of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue revenue bonds and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, improving and equipping a "project" (as defined in the Act) for the purpose of securing and developing industry and trade within or near the City in order to create jobs and employment opportunities and to improve the welfare of the residents of the City and the State; and

WHEREAS, the City has been requested by The Young Men's Christian Association of Greater Des Moines, Iowa (the "YMCA") to issue an amount not to exceed \$10,000,000 of its Revenue Refunding Bonds (YMCA Project) Series 2017 (the "Bonds"), in order to provide financing to (i) refund its \$7,000,000 Revenue Bonds (YMCA Project) Series 2008, the \$7,000,000 Dallas County, Iowa Revenue Bonds (YMCA Project) Series 2008, and all or a portion of the \$2,150,000 Iowa Finance Authority Revenue Refunding Bonds (YMCA of Greater Des Moines Project) Series 2008 (altogether, the "Existing Bonds") which were each originally issued to provide a portion of the financing for the construction, improving and equipping of a new YMCA facility, including an approximately 70,000 square foot gymnasium, family aquatic center, fitness center, racquetball courts, family center and kids' zone ("Project"), at the northwest corner of Warrior Lane and Hickman Road in Waukee, Iowa, a location within eight miles of the corporate limits of the City; and (ii) to pay costs of issuance; and

WHEREAS, it has been represented to the City that the amount necessary to refinance the Project will require the issuance by the City of not to exceed \$10,000,000 aggregate principal amount of its Revenue Refunding Bonds pursuant to the provisions of the Act; and

WHEREAS, it is proposed that the City issue not to exceed \$10,000,000 aggregate principal amount of its Revenue Refunding Bonds (YMCA Project), Series 2017 (the "Bonds") pursuant to the Act and loan said amount to the YMCA under a Loan Agreement between the City and the YMCA (the "Loan Agreement"), the obligation of which will be sufficient to pay the principal of and interest and redemption premium, if any, on the Bonds as and when the same shall become due; and

WHEREAS, notice of a public hearing on a proposal to issue the Bonds in an amount not to exceed \$10,000,000 has been duly given in compliance with Section 147 of the Internal Revenue Code of 1986 and Chapter 419 of the Code of Iowa; and

WHEREAS, a public hearing has been held on the proposal to issue the Bonds at the time and place as specified in said notice and all objections or other comments relating to the issuance of the Bonds have been heard;

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

Section 1. That it is hereby determined that it is necessary and advisable that the City proceed with the issuance of Revenue Refunding Bonds (YMCA Project), Series 2017, of the City in an amount not to exceed \$10,000,000 as authorized and permitted by the Act to refinance the Project to that amount.

Section 2. That at the public hearing held on the Project, all interested persons who appeared at the hearing were given an opportunity to file their objections to the proposed Project and all objections and comments relating to the issuance of the Bonds have been heard and all such objections are hereby overruled.

Section 3. That the officers of the City are hereby authorized and directed to do any and all things deemed necessary in order to effect the accomplishment of the Project and the issuance and the sale of the Bonds.

Section 4. That the publication of the notice of the public hearing on the issuance of the Bonds is hereby ratified, confirmed and approved.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved this 12th day of December, 2017.

Michael Kidd, Mayor

Attest:

Cindy Riesselman, City Clerk

The City Council of the City of Dallas Center, Iowa met in regular session on the 12th day of December, 2017, at 7:00 p.m. in the Dallas Center American Legion Hall, 1502 Walnut Street in Dallas Center, Iowa. The meeting was called to order and there were present Michael Kidd, Mayor, in the chair, and the following named Council Members:

Absent: _____

Matters were discussed concerning the proposal to issue Revenue Refunding Bonds (YMCA Project), Series 2017. Following a discussion of the proposal, Council member _____ introduced and caused to be read a Resolution entitled:

Resolution 2017-56
RESOLUTION AUTHORIZING THE ISSUANCE, EXECUTION, DELIVERY AND SALE OF REVENUE REFUNDING BONDS (YMCA PROJECT), SERIES 2017 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000, OF THE CITY OF DALLAS CENTER, IOWA, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT, AND OTHER MATTERS RELATING THERETO,

and moved its adoption, seconded by Council member _____. After due consideration of said resolution by the Council, the Mayor put the question on the motion and upon the roll being called, the following named Council members voted:

Ayes: _____

Nays: _____

Whereupon the Mayor declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *

Mayor

Attest:

City Clerk

SERIES 2017 BOND RESOLUTION

CITY OF DALLAS CENTER, IOWA

Adopted on December 12, 2017

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SERIES 2017 BOND RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE, EXECUTION, DELIVERY AND SALE OF REVENUE REFUNDING BONDS (YMCA PROJECT), SERIES 2017 IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000, OF THE CITY OF DALLAS CENTER, IOWA, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT, AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Dallas Center, Iowa (hereinafter referred to as the "Issuer"), is a municipal corporation and political subdivision organized and existing under the laws and the Constitution of the State of Iowa (the "State"), and is authorized and empowered by Chapter 419 of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue revenue bonds and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, improving and equipping a "project" (as defined in the Act) for the purpose of securing and developing industry and trade within or near the Issuer in order to create jobs and employment opportunities and to improve the welfare of the residents of the Issuer and the State; and

WHEREAS, the City has been requested by The Young Men's Christian Association of Greater Des Moines, Iowa (the "YMCA") to issue an amount not to exceed \$10,000,000 of its Revenue Refunding Bonds (YMCA Project) Series 2017 (the "Bonds"), in order to provide financing to (i) refund its \$7,000,000 Revenue Bonds (YMCA Project) Series 2008 and the \$7,000,000 Dallas County, Iowa Revenue Bonds (YMCA Project) Series 2008 (together, the "Prior Bonds") which were each originally issued to provide a portion of the financing for the construction, improving and equipping of a new YMCA facility, including an approximately 70,000 square foot gymnasium, family aquatic center, fitness center, racquetball courts, family center and kids' zone ("Project"), at the northwest corner of Warrior Lane and Hickman Road in Waukee, Iowa, a location within eight miles of the corporate limits of the Issuer; and (ii) to pay costs of issuance; and

WHEREAS, it has been represented to the Issuer that the amount necessary to refinance the Project will require the issuance by the Issuer of not to exceed \$10,000,000 aggregate principal amount of its revenue bonds pursuant to the provisions of the Act; and

WHEREAS, in order to refinance the Project the Issuer has determined to issue its Revenue Refunding Bonds (YMCA Project), Series 2017 (the "Bonds" or the "Series 2017 Bonds") pursuant to and secured as provided by this Series 2017 Bond Resolution; and

WHEREAS, all acts and things necessary to make the Series 2017 Bonds under this resolution (the "Series 2017 Bond Resolution") when executed by the Issuer the valid, binding and legal limited obligations of the Issuer.

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

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Definitions. The terms used in this Series 2017 Bond Resolution and not otherwise defined herein shall have the following meanings unless the context otherwise requires:

"Act" means Chapter 419 of the Code of Iowa, as amended.

"Assignment Agreement" means the Assignment and Security Agreement pursuant to which the Issuer assigns its interest in the Loan Agreement and the Revenues to the Original Bond Purchaser.

"Bond Counsel" means a law firm appointed by the Issuer and having a national reputation in the field of municipal law, whose opinions are generally accepted by purchasers of municipal bonds.

"Bondholder" or "holder of Bonds" or "owner of Bonds" or "holder" means the registered owner of any Bond.

"Bonds" means the Revenue Refunding Bonds (YMCA Project), Series 2017, of the Issuer which are authorized to be issued pursuant to this Series 2017 Bond Resolution.

"Business Day" means a day of the year on which banks located in the city in which the principal corporate trust office of the Original Bond Purchaser is located are not required or authorized to remain closed and on which The New York Stock Exchange is not closed.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations from time to time promulgated or proposed thereunder.

"Borrower" means The Young Men's Christian Association of Greater Des Moines, Iowa, a nonprofit corporation organized under the laws of the State.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state.

"Eligible Investments" means any of the following which are at the time of investment legal investments under the laws of the State for the moneys held hereunder which are proposed to be invested therein:

- (i) direct obligations of the United States of America or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America;

(ii) bonds, debentures, notes, participation certificates or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created by or pursuant to an Act of Congress as an agency or instrumentality of the United States.

(iii) Direct and general obligations of any state within the United States or any political subdivision of the State, which is at the time of purchase rated in the AA or a higher rating category as defined on the date hereof by S&P and Moody's, or in an equivalent or higher rating category based on any subsequent redefinition.

(iv) Negotiable certificates of deposit issued by any national banking association or by a bank or trust company organized under the laws of any state, or interest-bearing time deposits with any such institution, or an obligation of the parent corporation of any such institution, provided that the institution issuing the certificate of deposit or accepting the time deposit or issuing the obligation has a combined capital and surplus (or, with respect to the parent company, has stockholders' equity or capital and retained earnings) of at least \$10,000,000.

(v) Any repurchase agreement or similar financial transaction with a national banking association or a bank or trust company organized under the laws of any state, or with a government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by a perfected security interest in any one or more of the securities described in clauses (i) through (iii), inclusive, which securities are held by an independent third party and which have an aggregate market value at least equal to the amount invested.

(vi) Money market funds which are fully invested in any of the securities described in clauses (i) through (iii), inclusive, and (v).

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Fund" means the fund created by Article IV hereof.

"Interest Payment Date" means any date on which an installment of interest is payable on the Bonds as provided in Section 2.02 hereof.

"Issuer" means the city of Dallas Center, Iowa, a municipal corporation and political subdivision created and existing under the laws of the State of Iowa, and its successors and assigns.

"Issuer Officer" means the Mayor or City Clerk of the Issuer, and, when used with reference to an act or document, also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Loan Agreement" means the Loan Agreement between the Issuer and the Borrower entered into under the provisions of this Series 2017 Bond Resolution.

"Loan Payments" means the payments received by the Issuer from the Borrower pursuant to the Loan Agreement, whether as regular payments or as optional prepayments or otherwise.

"Opinion of Counsel" means an opinion in writing of a Counsel, who may but need not be counsel to the Issuer.

"Original Bond Purchaser" means West Bank, West Des Moines, Iowa, as original purchaser of the Bonds.

"Outstanding" or "Bonds Outstanding" means all Bonds that have been issued and delivered under this Series 2017 Bond Resolution, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity; and

- (b) Bonds in lieu of which other Bonds have been authenticated under Sections 2.08 or 2.09 hereof.

"Project" means the improvements, furnishings and equipment refinanced by the Issuer pursuant to the Loan Agreement with the Borrower for use by the Borrower.

"Record Date" means, with respect to any Interest Payment Date, the day which is the last day of the month prior to such Interest Payment Date.

"Redemption Fund" means the Fund by that name created by Section 4.01 hereof.

"Revenues" means all income, revenues, issues, profits and other sums of money received by the Issuer under the Loan Agreement and pledged to the holders of the Bonds under the Assignment Agreement.

"State" means the State of Iowa.

Section 1.02. Rules of Interpretation. For all purposes of this Series 2017 Bond Resolution, except as otherwise expressly provided or unless the context otherwise requires:

- (a) "This Series 2017 Bond Resolution" means this instrument as originally adopted and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this resolution as originally adopted. The words "herein", "hereof", "hereunder" and "herewith" and other words of similar import refer to this Series 2017 Bond Resolution as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) The terms defined elsewhere in this Series 2017 Bond Resolution shall have the meanings therein prescribed for them.

(f) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(g) The headings used in this Series 2017 Bond Resolution are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II

THE SERIES 2017 BONDS

Section 2.01. Authorization of the Series 2017 Bonds. There are hereby authorized pursuant to this Series 2017 Bond Resolution a series of Bonds to be known and designated as "City of Dallas Center, Iowa Revenue Refunding Bonds (YMCA Project), Series 2017" (the "Bonds" or the "Series 2017 Bonds"). The Series 2017 Bonds shall be issued in the aggregate principal amount not to exceed \$10,000,000 and shall be executed, endorsed, authenticated and delivered in accordance with this Series 2017 Bond Resolution.

Section 2.02. Details of Series 2017 Bonds. The Series 2017 Bonds shall be dated as of their date of issuance. The Series 2017 Bonds shall bear interest from their date payable monthly beginning on February 5, 2018, and continuing on the first day of each month thereafter through December 5, 2042 (the "Maturity Date"). The interest rate on the Bonds from the date of issuance of the Bonds until December 1, 2022 (the "First Reset Date") shall be three and seventy-five hundredths percent (3.75%). On the First Reset Date and on December 1, 2027, December 1, 2032, and December 1, 2037 (each, a "Reset Date"), the interest rate on the Bonds shall be adjusted to the Purchaser's prime rate (as further defined in the Loan Agreement) minus 50 basis points; provided, however, that the interest rate shall never fall below three and seventy-five hundredths percent (3.75%). Interest shall be calculated on a 360 day basis counting actual

number of days elapsed. Principal of the Series 2017 Bonds shall be payable monthly on each Interest Payment Date beginning on February 5, 2018, with each payment of principal being in an amount equal to the amount necessary to fully amortize the principal amount of the Bonds on the basis of level payments of combined principal and interest at the interest rate then in effect on the Bonds and over the remaining term of the Bonds. The total principal and interest payment due on each Interest Payment Date through the First Reset Date shall be inserted in the Bond when it is issued. On each Reset Date, the Original Bond Purchaser shall determine the adjusted interest rate and new principal and interest payment amount and notify the Borrower of such determination. On the Maturity Date, all remaining principal and accrued and unpaid interest shall be due.

The Series 2017 Bonds shall be issuable as one fully registered bond without coupons in the denomination equal to the original principal amount of the Bonds. Such Series 2017 Bond shall be numbered R-1. The Series 2017 Bonds shall be substantially in the form hereinafter set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Series 2017 Bond Resolution and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental issuer or any usage or requirement of law with respect thereto.

The principal of, premium, if any, and interest on the Series 2017 Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The Issuer shall maintain registration books reflecting the ownership of the Bonds and no transfer of the Bonds shall be valid for any purpose whatsoever unless such transfer is reflected on such registration books. The Bonds shall initially be registered in the name of the Original Bond Purchaser. Principal of and premium, if any, and interest on the Series 2017 Bonds shall be paid on each Interest Payment Date to the person appearing as the registered owner thereof as of the close of business on the Record Date preceding the Interest Payment Date by check or draft mailed to such registered owner at his address as it appears on the registration books maintained by the Issuer or at such other address as is furnished in writing by such registered owner to the Issuer, regardless of the cancellation of any such Series 2017 Bond upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date.

Section 2.03. Form of Series 2017 Bonds. The Series 2017 Bonds to be issued hereunder shall be substantially in the following form, with such variations, omissions and insertions as are permitted by this Series 2017 Bond Resolution:

(FORM OF SERIES 2017 BOND)

No. R-1

\$_____

UNITED STATES OF AMERICA

STATE OF IOWA

CITY OF DALLAS CENTER, IOWA

REVENUE REFUNDING BONDS

(YMCA PROJECT)

SERIES 2017

RATE

BOND DATE

_____% (until December 1, 20__)

December __, 2017

REGISTERED HOLDER: _____

PRINCIPAL AMOUNT: (\$_____)

The City of Dallas Center, Iowa (the "Issuer"), a municipal corporation and political subdivision organized under the laws of the State of Iowa (the "State"), for value received, promises to pay, but only from the sources referred to herein, to the registered holder set forth above, or registered assigns, the principal amount set forth above and to pay interest on said sum, but only from the sources referred to herein, from the date hereof. Interest on this Bond from the date set forth above shall be payable quarterly beginning on February 5, 2018, and continuing on the first day of each month thereafter through December 5, 2042. The interest rate on this Bond from the date set forth above until December 1, 2022 (the "First Reset Date") shall be three and seventy-five hundredths percent (3.75%). On the First Reset Date and on December 1, 2027, December 1, 2032 and December 1, 2037 (each, a "Reset Date"), the interest rate on the Bonds shall be adjusted to the Purchaser's prime rate (as further defined in the Loan Agreement) minus 50 basis points; provided, however, that the interest rate shall never fall below three and seventy-five hundredths percent (3.75%). Principal of the Series 2017 Bonds shall be payable monthly on each Interest Payment Date beginning on February 5, 2018, with each payment of principal being in an amount equal to the amount necessary to fully amortize the principal amount of the Bonds on the basis of level payments of combined principal and interest at the interest rate then in effect on the Bonds and over the remaining term of the Bonds. The total principal and interest

payment due on each Interest Payment Date through the First Reset Date shall be \$ _____. On each Reset Date, the Original Bond Purchaser shall determine the adjusted interest rate and new principal and interest payment amount and notify the Borrower of such determination. On the Maturity Date, all remaining principal and accrued and unpaid interest shall be due. All payments shall be credited first to accrued interest and then to principal. Interest shall be computed on the basis of actual days elapsed. Principal of and interest on this Bond are payable by check mailed to the person in whose name this Bond is registered at the close of business on the day which is the last day of the month prior to the interest payment date (the "Record Date") on the registration books of the Issuer at the address shown on the registration books or at such other address as is furnished in writing by such registered owner to the Issuer. Each payment will be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

This Bond is one of an authorized issue of Revenue Refunding Bonds (YMCA Project), Series 2017, in the aggregate principal amount of \$ _____ (the "Bonds"), issued for the purpose of providing refinancing for certain improvements, furnishings and equipment for The Young Men's Christian Association of Greater Des Moines, Iowa (the "Borrower") pursuant to the terms of a certain Loan Agreement entered into between the Issuer and the Borrower (the "Loan Agreement"). The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of a resolution (the "Bond Resolution") duly adopted by the Issuer on December 12, 2017. To secure performance of all covenants of the Issuer under the Bond Resolution, the Issuer sells, assigns, pledges and grants a security interest to West Bank, West Des Moines, Iowa, as original bond purchaser, all rights, title and interest of the Issuer in and to the Loan Agreement, and all fees, income, revenues, issues, profits and other sums of money payable thereunder (the "Revenues").

The Bonds are issued under the provisions of, and in full compliance with, the Constitution and the laws of the State, particularly Chapter 419 of the Code of Iowa, as amended.

THE BONDS ARE LIMITED SPECIAL OBLIGATIONS OF THE ISSUER. THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE BONDS IS PAYABLE SOLELY FROM, AND SECURED BY A PLEDGE OF, THE REVENUES. THE BONDS AND THE INTEREST THEREON DO NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY, GENERAL OBLIGATION OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. NEITHER THE ISSUER, THE STATE, NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE BONDS, THE INTEREST THEREON OR OTHER COSTS INCIDENT THERETO EXCEPT FROM THE REVENUES. NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL FUNDS OF THE ISSUER OR THE STATE, OR THE TAXING POWER OF THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE BONDS OR THE INTEREST THEREON OR OTHER COSTS INCIDENT THERETO.

The term "Business Day" shall mean a day of the year on which banks located in the city in which the principal corporate trust office of the Original Bond Purchaser is located are not required or authorized to remain closed and on which The New York Stock Exchange is not closed.

The Bonds are issued as one fully registered bond without coupons in the denomination of \$_____.

The Bonds are subject to optional redemption at the election of the Issuer prior to maturity in accordance with the terms for prepayment of loan payments under the Loan Agreement.

In the event the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by the Issuer by mailing a copy of the redemption notice by registered or certified mail so that it is received by the registered holder of the Bonds at least thirty (30) days prior to the date fixed for redemption to the registered owner of Bonds, at his address as the same shall last appear upon the registration books maintained by the Issuer. Upon the giving of notice, if sufficient funds available solely for redemption are on deposit with the Bondholder, the Bonds so called for redemption will cease to bear interest after the specified redemption date.

This Bond is transferable by the registered owner hereof on the books of the Issuer, in person or by his attorney duly authorized in writing upon surrender of this Bond for transfer at the office of the Issuer. Upon such transfer, a new Bond or Bonds of authorized denomination, for the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and any transfer agent, may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of, or on account of, principal hereof and premium, if any, and interest due hereon (subject to the provisions of the Bond Resolution and this Bond regarding Record Dates) and for all other purposes, and neither the Issuer nor any transfer agent shall be affected by any notice to the contrary.

The owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge, assignment or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in or defend any suit, action or other proceeding at law or in equity with respect thereto, except as provided in the Bond Resolution.

To the extent permitted by, and as provided in, the Bond Resolution, modifications or amendments of the Bond Resolution may be made with the consent of the owners of not less than two-thirds in aggregate principal amount of the Bonds then outstanding. The Bond Resolution also contains provisions permitting the owners of certain percentages in aggregate principal amount of the Bonds at the time outstanding, as defined in the Bond Resolution, on behalf of the owners of all Bonds, by written waiver, to waive certain past defaults under the Bond Resolution.

The Bond Resolution also contains provisions permitting the amendment thereof without the consent of the Bondholders in limited circumstances involving changes to cure defects and ambiguities, to confer additional benefits and pledge additional property and other instances set forth in the Bond Resolution.

Any term used in this Bond as a defined term but not defined in this Bond shall be as defined in the Bond Resolution.

Neither the members of the city council of or the staff of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

The Issuer hereby certifies, recites and declares that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Bond Resolution and issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

This Bond is issued with the intent that the laws of the State will govern its construction.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and its seal to be impressed or imprinted hereon and attested by the manual or facsimile signature of its City Clerk, as of the date entered on the first page of this Bond.

[SEAL]

Attest:

CITY OF DALLAS CENTER, IOWA

City Clerk

By: _____
Mayor

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within REVENUE REFUNDING BONDS and does hereby irrevocably constitute and appoint _____, attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____.

(Signature of registered owner(s))

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

SIGNATURE)

GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee should be made by a member or member organization of the New York Stock Exchange, members of other Exchanges having signatures on file with transfer agents or by a commercial bank or trust company.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax

Identification Number of

Transferee(s) _____

Transferee is a(n):

Individual* _____ Corporation _____

Partnership _____ Trust _____

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

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of
survivorship and not as tenants in
common

UNIF GIFT MIN ACT -Custodian.....
(Cust) (Minors)
under Uniform Gifts to Minors
Act.....
(State)

It is certified that the following is a correct and complete copy of the opinion of bond counsel issued as of the date of delivery of the issue of which this Bond is a part.

City Clerk

[Insert Opinion of Bond Counsel]

(End of Series 2017 Bond Form)

Section 2.04. Delivery of Series 2017 Bonds. Upon the execution and delivery of this Series 2017 Bond Resolution, the Issuer shall execute and deliver to the Original Bond Purchaser the Series 2017 Bonds as hereinafter in this Section provided.

Prior to the delivery of any of the Series 2017 Bonds, there shall be on file with the Issuer:

1. A copy, duly certified by the City Clerk of the Issuer, of this Series 2017 Bond Resolution.
2. An order from the Issuer directing the delivery of the Series 2017 Bonds to the purchasers therein identified upon payment of a sum specified in such order. The proceeds of such payment shall be deposited in the fund specified in, and pursuant to, Article IV hereof.
3. The unqualified approving opinion of Davis, Brown, Koehn, Shors & Roberts, P.C., Bond Counsel, that the Series 2017 Bonds are legally issued and that interest on the Series 2017 Bonds is excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions.
4. An executed copy of the Loan Agreement.

Section 2.05. Execution of Series 2017 Bonds; Status as Limited Special Obligations. The Series 2017 Bonds shall be executed on behalf of the Issuer with the manual signature of its Mayor and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Issuer and shall be attested with the manual signature of the Issuer's City Clerk. In case any officer of the Issuer whose signature shall appear on the Series 2017 Bonds shall cease to be such officer before the delivery of the Series 2017 Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

THE BONDS ARE LIMITED SPECIAL OBLIGATIONS OF THE ISSUER. THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE BONDS IS PAYABLE SOLELY FROM, AND SECURED BY A PLEDGE OF, THE REVENUES. THE BONDS AND THE INTEREST THEREON DO NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY, GENERAL OBLIGATION OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. NEITHER THE ISSUER, THE STATE, NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE BONDS, THE INTEREST THEREON OR OTHER COSTS INCIDENT THERETO EXCEPT FROM REVENUES. NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL FUNDS OF THE ISSUER OR THE STATE, OR THE TAXING POWER OF THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE BONDS OR THE INTEREST THEREON OR OTHER COSTS INCIDENT THERETO.

ARTICLE III

REDEMPTION OF SERIES 2017 BONDS

Section 3.01. Optional Redemption of Series 2017 Bonds. The Series 2017 Bonds shall be subject to redemption and prepayment at the option of the Issuer upon the same terms as set forth in the Loan Agreement with respect to the prepayment of Loan Payments.

Section 3.02. Notice of Redemption. In the case of every redemption, the Issuer shall cause notice of such redemption to be given to the registered owner of any Series 2017 Bonds designated for redemption, at his address as the same shall last appear upon the registration books by mailing a copy of the redemption notice by registered or certified mail so that the notice is received at least thirty (30) days prior to the redemption date.

Each notice of redemption shall specify the date fixed for redemption, the place or places of payment, that payment will be made upon presentation and surrender of the Series 2017 Bonds to be redeemed, that interest, if any, accrued to the date fixed for redemption will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue.

Section 3.03. Bonds Due and Payable on Redemption Date; Interest Ceases to Accrue. On the redemption date the principal amount of each Series 2017 Bond to be redeemed, together with the premium, if any, and accrued interest thereon to such date, shall become due and payable; and from and after such date, notice having been given and moneys available solely for such redemption being on deposit with the registered holder of the Bonds in accordance with the provisions of this Article III, then, notwithstanding that any Series 2017 Bonds called for redemption shall not have been surrendered, no further interest shall accrue on any of such Series 2017 Bonds. From and after such date of redemption (such notice having been given and moneys available solely for such redemption being on deposit with the registered holder of the Bonds), the Series 2017 Bonds to be redeemed shall not be deemed to be Outstanding hereunder, and the Issuer shall be under no further liability in respect thereof.

Section 3.04. Cancellation. All Series 2017 Bonds which have been redeemed shall be canceled by the Issuer.

ARTICLE IV

REVENUES AND FUNDS

Section 4.01. Application of Series 2017 Bond Proceeds. There is hereby authorized, created and established a special fund of the Issuer to be known as the Redemption Fund. The net proceeds of the Series 2017 Bonds shall be deposited in the Redemption Fund.

Section 4.02. Redemption Fund. The Redemption Fund is hereby authorized and directed to make disbursements for the redemption of the Prior Bonds and to pay costs of issuance in accordance with the Loan Agreement. Not more than two percent of the proceeds of the Series 2017 Bonds shall be used to pay the costs of issuance of the Series 2017 Bonds.

Section 4.03. Source of Payment of Series 2017 Bonds. The Series 2017 Bonds and all payments by the Issuer hereunder are limited and special obligations of the Issuer and are payable solely out of Revenues as authorized by the Constitution and laws of the State, including particularly the Act. The Series 2017 Bonds and the Issuer's other obligations hereunder are solely and exclusively limited special obligations of the Issuer and do not constitute or create an obligation, general or special, or debt or liability of the State, the Issuer or any political subdivision of the State.

ARTICLE V

DEFAULT PROVISIONS AND REMEDIES

Section 5.01. Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the payment of the interest on any Bond when and as the same shall have become due and payable.

(b) Default in the payment of the principal of or premium, if any, on any Bond after the principal has become due, whether at maturity or upon call for redemption.

(c) Default in the performance or observance of any of the other covenants, agreements or conditions on the part of the Issuer contained in this Series 2017 Bond Resolution or in the Bonds and the failure to remedy the same for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Issuer; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, such failure shall not be a default as long as corrective action is instituted within the applicable period and diligently pursued until the failure is corrected.

(d) A default under the Loan Agreement.

Section 5.02. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Bondholders shall have the following rights and remedies:

(a) The Bondholders may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then outstanding.

(b) The Bondholders may by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the owners of the Bonds and may then take such action with respect to the Revenues as may be necessary or appropriate and in the best interest of the Bondholders.

(c) The Bondholders may exercise any available remedy under the Loan Agreement.

Section 5.03. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Bondholders under this Series 2017 Bond Resolution, the Bondholders shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Revenues, and the issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

ARTICLE VI

COVENANTS

Section 6.01. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of and interest on every Series 2017 Bond issued under this Series 2017 Bond Resolution at the place, on the dates and in the manner provided herein and in the Series 2017 Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Issuer solely from Revenues, and nothing in the Series 2017 Bonds or this Series 2017 Bond Resolution shall be considered as assigning or pledging any other funds or assets of the Issuer.

Section 6.02. Performance of Covenants: the Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Series 2017 Bond Resolution, in any and every Series 2017 Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The Issuer covenants that it is a municipal corporation and political subdivision organized under the laws of the State and that it is duly authorized to issue and deliver the Series 2017 Bonds, and to take any and all action on the part of the Issuer to consummate the transactions contemplated in this Series 2017 Bond Resolution. The Issuer covenants that it is duly authorized under the Constitution and laws of the State, including particularly the Act, to issue the Series 2017 Bonds authorized hereby; that all action on its part for the issuance of the Series 2017 Bonds has been duly and effectively taken, and that the Series 2017 Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the terms thereof and hereof.

Section 6.03. Issuer Not To Adversely Affect Exempt Status Of Interest On The Series 2017 Bonds. The Issuer agrees that it will not knowingly take any affirmative action or omit to take any action, which action or omission will adversely affect the exemption from federal income taxation of interest paid on the Series 2017 Bonds, and, in the event any such action or omission shall be brought to the attention of the Issuer, it will, promptly upon having any such action or omission brought to its attention, take such reasonable actions based upon advice of counsel as may rescind or otherwise negate or cure such action or omission.

Section 6.04. Supplements. The Issuer may, without the consent of or notice to any of the Bondholders, adopt a supplement to this Series 2017 Bond Resolution for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Series 2017 Bond Resolution; or

(b) To grant to or confer upon the Bondholders any additional benefits, rights, remedies, powers or authorities that may law fully be granted to or conferred upon the Bondholders, or to make any change which is not to the material prejudice of the Bondholders.

Exclusive of supplements set forth above, and not otherwise, the owners of not less than two-thirds in aggregate principal amount of Bonds then Outstanding shall have the right, from time to time, anything contained in this Series 2017 Bond Resolution to the contrary notwithstanding, to consent to and approve the adoption by the Issuer of such other resolutions supplemental hereto as shall be deemed necessary and desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein; provided, however, that nothing in this Section contained shall permit, or be construed as permitting without the consent of the owners of all then Outstanding Bonds (a) an extension of the maturity date of the principal of or the interest on any Bond, or (b) a reduction in the principal amount of any Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplement, or (e) the creation of any lien other than a lien ratably securing all of the Bonds at any time Outstanding hereunder.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Limitation of Rights. With the exception of rights herein expressly conferred or as otherwise provided herein, nothing expressed or mentioned in or to be implied from this Series 2017 Bond Resolution or the Series 2017 Bonds is intended or shall be construed to give to any person or company other than owners of the Series 2017 Bonds, any legal or equitable right, remedy or claim under or in respect to this Series 2017 Bond Resolution or any covenants, conditions and provisions herein contained; this Series 2017 Bond Resolution

and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the owners of the Series 2017 Bonds as herein provided.

Section 7.02. Resolution a Contract. The provisions of this Series 2017 Bond Resolution shall constitute a contract between the Issuer and the holder or holders of the Series 2017 Bonds, and after the issuance of the Series 2017 Bonds no change, variation or alteration of any kind in the provisions of this Series 2017 Bond Resolution shall be made in any manner, except as provided in Section 6.04, until such time as all the Series 2017 Bonds and interest due thereon, shall have been satisfied and discharged as provided in this Series 2017 Bond Resolution.

Section 7.03. Qualified Tax-Exempt Obligations. The Issuer hereby designates the Series 2017 Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Internal Revenue Code of 1986 (relating to pro rata allocation of interest expense of financial institutions to tax-exempt interest).

Section 7.04. Approval of Related Documents. The Issuer hereby authorizes and approves the Loan Agreement, an Issuer's certificate, a bond purchase agreement and the Assignment Agreement and authorizes and directs the Mayor and the City Clerk to execute and deliver the Loan Agreement, an Issuer's certificate, a bond purchase agreement and the Assignment Agreement in substantially the form presented to this meeting, with such changes therein as shall be approved by the officers executing the foregoing, such approval to be conclusively evidenced by the execution thereof.

Section 7.05. Severability. If any provision of this Series 2017 Bond Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 7.06. Issuer's Obligations Limited. No recourse under or upon any obligation, covenant or agreement contained in this Series 2017 Bond Resolution or in any Series 2017 Bond, or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of this Series 2017 Bond Resolution, shall be had against the Issuer except from the Revenues as described herein.

Section 7.07. Further Action. The officers of the Issuer are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Series 2017 Bond Resolution.

Section 7.08. Repeal of Conflicting Resolutions. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Series 2017 Bond Resolution are, to the extent of such conflict, hereby repealed; and this Series 2017 Bond Resolution shall be in effect from and after its adoption.

Section 7.09. Applicable Provisions of Law. This Series 2017 Bond Resolution shall be governed by and construed in accordance with the laws of the State.

Passed and approved this 12th day of December, 2017.

Mayor

Attest:

City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DALLAS)

I, Cindy Riesselman, City Clerk of Dallas Center, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said City and of its City Council and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the City Council of said City on December 12, 2017, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Council and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of said City hereto affixed this 12th day of December, 2017.

Clerk of the City of Dallas Center, Iowa

(SEAL)

**THE CITY OF DALLAS CENTER, IOWA
REQUEST FOR PROPOSAL**

**Vending Machines at the New Restrooms
on the Raccoon Valley Trail at the
Walnut and 14th Streets Intersection**

The City of Dallas Center, Iowa, requests Proposals for the placement of one or two vending machines on the west side of the new restrooms on City property along the Raccoon Valley Trail at the intersection of Walnut and 14th Streets. The vending machine or machines should be installed in the Spring (beginning in 2018) when the weather is warm enough to promote biking, and then must be removed in the following fall when freezing weather is near. The City of Dallas Center will provide the electricity.

The Vendor's Proposal must include the following information:

1. The name, address, telephone number, and email address of the submitter.
2. The number of vending machines that would be installed, and the possible products included in each machine.
3. Whether the Proposal is for a one-year term or a two-year term.
4. The financial consideration that will be paid to the City, i.e. a percentage of the gross sales, so many cents per item sold from the vending machines, or some other method of compensation, and the frequency of such compensation. A description must be provided of the method available to the City to audit the vendor's books of accounting to assume the accurate computation of compensation to the City.
5. A statement of the electrical power requirements for the vending machine or machines.
6. Describe the proposed vending machine or machines in detail, and state how the machine or machines comply with the City's requirement that attractive and energy-efficient vending machines be provided. Photos of the proposed machines should be submitted with the Proposal.
7. A statement that all bottle and can products meet the Iowa five cent recycling deposit, and that the vendor will maintain an attractive and clean recycling container and other trash container near the vending machines which will be emptied by the vendor not less than every seven days, and more often if required.

8. A statement that wireless remote monitoring of the vending machine or machines will be utilized, and a description of how the information received is monitored by the vendor.
9. If credit cards may be used for payment, an explanation of the security system utilized.
10. A description of, and the amount of, liability insurance carried by the vendor in the event of defective products, injuries that might be sustained near the vending machine or machines, etc., and a statement that the City of Dallas Center will be named as an additional insured on the vendor's insurance policy, which must include a non-waiver of governmental immunities. In the event the vendor enters into a contract with the City, proof of insurance will be required.
11. A statement that the vendor shall indemnify and hold harmless the City and its officers, employees, and agents from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, judgments, costs and expenses (including attorneys' fees and costs) which arise out of, relate to, or result from any act or omission of the vendor in connection with the maintenance and operating of the vending machine or machines on City property, including any claims for injuries sustained by any employees of the vendor or other persons.

The Proposal must be submitted in writing no later than 4 o'clock p.m. on Wednesday, January 31, 2018, to the City Clerk at the Dallas Center City Hall at 1502 Walnut Street, Dallas Center, Iowa. Proposals will be considered by the City Council at its meeting at 7 o'clock p.m. on Tuesday, February 13, 2018. The Mayor may request that the Parks and Recreation Board review the Proposals and make recommendations to the City Council.

BY ORDER OF THE CITY COUNCIL.

Cindy Riesselman,
City Clerk

RESOLUTION NO. 2017-57

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, the following transfers are hereby authorized:

		Debit	Credit
Transfer from			
T&A Burnett Rec transfer out	167-910-6910	\$25,000.00	
T&A Burnett savings	167-000-1160		\$25,000.00
Transfer to			
Depr Swim Pool savings	029-000-1163	\$25,000.00	
Depr transfer in	029-910-4830		\$25,000.00

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 12th day of December 2017

Mike Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



November 22, 2017

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

DALLAS CENTER, IOWA
FIRST PRESBYTERIAN CHURCH SITE PLAN

Enclosed is a copy of the site plan submittal from RDG for the building expansion project for the First Presbyterian Church. The site plan submittal consisted of seven plan drawings and submittal drawings for the grease interceptor.

The project involves a two-phase building addition to the First Presbyterian Church. Phase 1 of the building addition is located on the north side of the existing building. Phase 2 of the project is located on the south side of the building east of the existing entrance.

The site plan submittal includes elevation views of the building with the addition. It is anticipated a representative of RDG or the First Presbyterian Church will attend the Plan & Zoning Commission meeting on November 28, 2017 and the City Council meeting on December 12, 2017 to provide additional explanation of the architectural aspects of the building.

The site plan includes the basic required information for a site plan submittal. Based on review the following comments are offered:

1. There are no changes to the driveway entrances from 13th Street.
2. The site plan does not show any modifications to the existing parking lot. The demolition plan indicates portions of the eastern part of the parking lot area may be removed and replaced. This work appears to be restoration of areas that might be damaged by construction and does not include any permanent modifications or enlargement of the parking lot.
3. The site plan shows a temporary entrance drive from 13th Street located south from the existing parking lot.

4. The site plan includes a grading plan. The site grading shows the area of the building expansion is graded to drain easterly and southeasterly away from the building. The grading modifications beyond the building pad itself are relatively minor.
5. The site plan does not show any onsite stormwater management or detention. Given the location of the First Presbyterian Church in relation to the City's stormwater drainage system the writer previously indicated onsite stormwater management would not be required. This is consistent with the approach the City has used for Spurgeon Manor.
6. The site plan shows the existing onsite septic system will be removed.
7. Drawing C.03 shows a new sanitary sewer located along the south and east side of the parking lot and building. The sanitary sewer is shown to be 8-inch diameter and is at a minimum slope of 0.70%.
8. It is the writer's assumption the sanitary sewer will be a private sewer even though it is constructed to the standards of a public sewer. This will need to be confirmed.
9. Drawing LA01.01 indicates there will be a new 6-inch sewer line that would be extended in the same trench as the water line. Drawing LA01.01 appears to be inconsistent with Drawing C.03 and will need to be clarified.
10. The site plan shows the existing water service extended west to 13th Street. The site plan indicates the location of the existing water service is approximate.
11. Drawing C.03 shows a new 6-inch water service that would be required for the fire protection system. The water main shown on Drawing C.03 is schematic and does not show the location of the connection to the existing water system. The final site plan will need to show the exact location of the existing and the proposed water service.
12. The new water service appears to be entering the building in the Phase 2 area. It is requested the site plan be clarified as it relates to the location of the water service and if the water service will be constructed as part of Phase 2 only or if the water service will be constructed as part of Phase 1 with a connection to the existing building.
13. Drawing LA01.01 showing the site plan should be consistent with the utility plan as it relates to the water service.
14. It is assumed with no modifications to the parking lot there will be no lighting modifications to the parking lot.

Cindy Riesselman
November 22, 2017
Page 3

15. If there will be exterior light fixtures on the building the light fixtures will need to be cut off type fixtures. It is requested that the preferred fixture or an example fixture be submitted along with the site plan.
16. The elevation views show the basic building materials. The materials include masonry, metal trim and EFIS. It is understood the additions are intended to be similar to the existing building construction. Use of EFIS would appear to require approval by the City. The applicant will need to provide a more detailed explanation of the materials at the Plan and Zoning Commission and City Council meetings.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

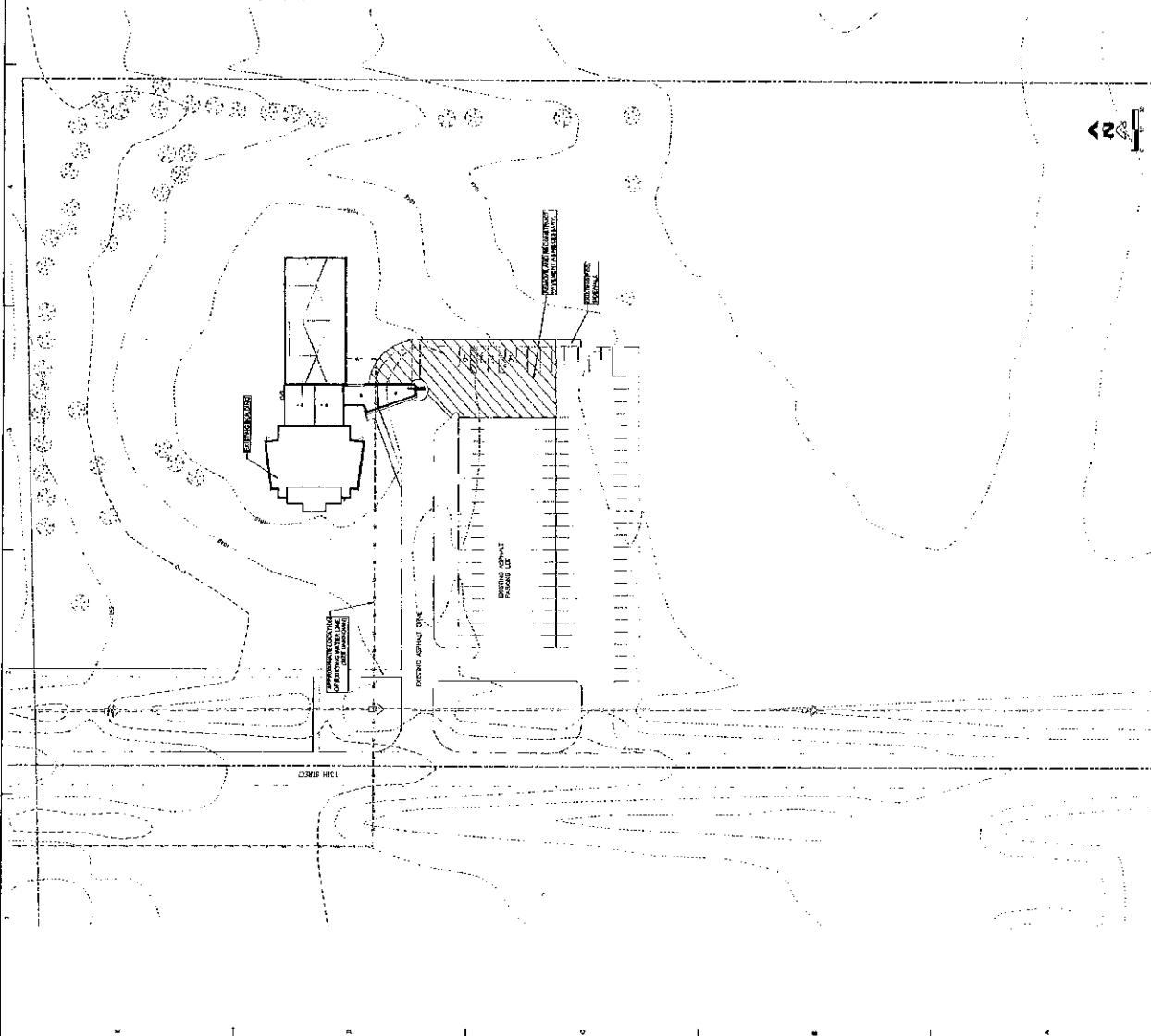
HRVJr:pjh

212

Enclosure

cc: Ralph Brown, Brown, Fagen & Rouse – w/enclosure

Michelle Cunliffe, RDG
301 Grand Avenue
Des Moines, Iowa 50309
Email: msacco@rdgusa.com



GENERAL DEMOLITION NOTES

SITE DEMOLITION NOTES

LEGEND

[illegible]

THESE RESULTS IN AN INCREASE IN THE INCIDENCE OF MALIGNANT GLIOMAS IN THE UNITED STATES IN 1993. THE INCREASED RISK OF GLIOMAS IN THE UNITED STATES IN 1993 WAS NOT OBSERVED IN THE UNITED STATES IN 1993. THE INCREASED RISK OF GLIOMAS IN THE UNITED STATES IN 1993 WAS NOT OBSERVED IN THE UNITED STATES IN 1993.

TD2

IOWA
ONE CALL

C1.0

Demolition Plan

120 1 mile square
Dodge County, Iowa

PRELIMINARY - NOT FOR CONSTRUCTION

RDS

RESOLUTION NO. 2017-49

**A RESOLUTION APPROVING THE SITE PLAN FOR THE
CONSTRUCTION OF ADDITIONS TO THE FIRST PRESBYTERIAN
CHURCH AT 1204 13th STREET**

WHEREAS, the First Presbyterian Church has submitted a Site Plan pursuant to Chapter 158 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, for the construction of additions to the existing church structure at 1204 13th Street, Dallas Center, Iowa, which plans were reviewed by the Plan and Zoning Commission on November 28, 2017; and

WHEREAS, the Commission recommended approval of the Site Plan; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Council accepts the recommendations of the Plan and Zoning Commission; and the Site Plan submitted by the First Presbyterian Church is approved.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 12th day of December, 2017.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2017-50

A RESOLUTION APPROVING THE ARCHITECTURAL PLAN FOR THE CONSTRUCTION OF ADDITIONS TO THE FIRST PRESBYTERIAN CHURCH AT 1204 13th STREET

WHEREAS, the First Presbyterian Church has submitted an Architectural Plan pursuant to Chapter 158 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, for the construction of additions to the existing Church at 1204 13th Street, Dallas Center, Iowa, which plan was reviewed by the Plan and Zoning Commission on November 28, 2017; and

WHEREAS, the exterior materials for the structure include brick and cast (masonry) cornices, which comply with the Code of Ordinances, and E.I.F.S. (Exterior Insulation and Finish Systems) which does not comply with the Code of Ordinances; and

WHEREAS, all of the exterior materials, including the E.I.F.S., match the exterior of the existing Church structure; and

WHEREAS, the Commission recommended approval of the Architectural Plan, including the E.I.F.S. exterior material; and

WHEREAS, pursuant to Section 158.08(5) of the Code of Ordinances, the Commission recommended that the Council specifically approve the E.I.F.S. exterior material for the building additions pursuant to the Council's authority, in its sole discretion and after receiving a recommendation from the Commission, to approve additional materials on a case-by-case basis, provided such materials exhibit the structural strength and permanency desired, contain sufficient architectural relief, and do not detract from the desired aesthetic character of the building and the surrounding area; and

WHEREAS, the Council has reviewed the proposed Architectural Plan, and has determined that the Architectural Plan as proposed should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Architectural Plan submitted by the First Presbyterian Church at 1204 13th Street is approved.

IT IS FURTHER RESOLVED BY THE COUNCIL that the E.I.F.S. exterior is specifically approved pursuant to Section 158.08(5) of the Code of Ordinances, which provides that the Council may approve additional exterior materials, in addition to those listed in Section 158.08(1), in its sole discretion and after receiving a recommendation from the Commission, on a case-by-case basis, since the Council has determined that the proposed E.I.F.S. materials exhibit the structural strength and permanency desired, contain sufficient architectural relief, and do not detract from the desired aesthetic character of the building and the surrounding area, and for the additional reason that the E.I.F.S. proposed for the building additions matches the existing exterior materials of the Church structure.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 12th day of December, 2017.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



TO: The Mayor and City Council
FROM: Dallas Center Plan and Zoning Commission
DATE: November 28, 2017

At its meeting on November 28, 2017, the Plan and Zoning Commission discussed the provisions of the Zoning Code that still permit mobile home parks to be located in the C-2 Highway/Auto-Oriented Business District.

Several years ago the City worked with the owner to remove the remaining mobile homes from the mobile home park that for several years was located south of Highway 44 and east of 12th Street. At that time the City received appreciative comments from its residents for the closure of the mobile home park.

Section 165.38(2) of the Code of Ordinances still lists mobile home parks as a permitted business and service establishment in the C-2 Zoning District. At its meeting, the Plan and Zoning Commission unanimously voted to hold a public hearing at 6:30 p.m. on Tuesday, January 9, 2018, on a proposed amendment to the Zoning Code that would remove mobile home parks as a permitted use in the C-2 Zoning District and remove the definition of mobile home parks from the Zoning Code.

Attached is a copy of the proposed amendment to the Zoning Code, which would be enacted by an Ordinance.

The Plan and Zoning Commission urges that the City Council set a public hearing on the proposed amendment for its meeting at 7 p.m. on January 9, 2018, and thereafter take action on the Ordinance amending the Zoning Code.

CITY HALL

1502 Walnut St, PO Box 396, Dallas Center, Iowa 50063 | p 515.992.3725 | f 515.992.3764 | cityhall@dallascenter.com
dallascenter.com

ORDINANCE NO. 519

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, BY AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES TO REMOVE MOBILE HOME PARKS AS A PERMITTED USE IN THE C-2 ZONING DISTRICT AND REMOVING THE DEFINITION OF MOBILE HOME PARK

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

SECTION 1. Section 165.03 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is amended by repealing and striking subsection 74 (definition of "Mobile home park").

SECTION 2. Section 165.38(2) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is amended by repealing and striking "Mobile home parks" as a permitted business and service establishment in the C-2 Highway/Auto-Oriented Business District.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. 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.

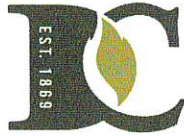
SECTION 5. Effective. This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Passed by the City Council on the ____ day of _____, 2018, and approved the ____ day of _____, 2018.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



DALLAS CENTER
{ Quietly PROGRESSIVE }

TO: The Mayor and City Council
FROM: Dallas Center Plan and Zoning Commission
DATE: November 28, 2017

At its meeting on November 28, 2017, the Plan and Zoning Commission reviewed e-mail correspondence to the City from Jim Woodsmall expressing interest in developing an area in the City (the area he has described as Bikers Haven) for the placement of “Tiny Homes”. He indicated his focus would be on Park Models (400 square feet and under) and mobile Tiny Homes (300 square feet and under) which would be placed on a trailer frame. He expressed his view that what he was considering would meet the City’s zoning requirements.

The Commission reviewed the Subdivision Code and the Zoning Code. Mr. Woodsmall did not indicate whether he intended to sell the Tiny Homes or rent them to persons. He could offer Tiny Homes for sale on his property in the C-2 District, but based on the following review, he could not sell or rent them to persons residing in Tiny Homes on his property.

Mr. Woodsmall expressed the view that the Tiny Homes could be located in what would be considered a mobile home park. Section 435.1 of the Iowa Code specifically defines a “mobile home” as one that is not built to a mandatory building code, contains no state or federal seals, and was built before June 15, 1976. On the other hand, a “manufactured home” means a factory-built structure under authority of 42 United States Code §5403, that is required by federal law to display a seal from the United States Department of Housing and Urban Development, and was constructed on or after June 15, 1976. It is the Commission’s opinion that a “Tiny Home” is neither a mobile home nor a manufactured home. It should be noted that a “manufactured home” can be placed upon any platted lot in the City.

If the Tiny Homes were to be sold, it is the Commission’s opinion that they would fall under the Subdivision Ordinance. An owner would subdivide the property into lots upon which an individual Tiny Home would be situated. Under Section 165.38 of the Code the minimum area for each lot in the C-2 District is 8,500 square feet; the minimum width for each lot is 66 feet; the minimum front yard depth is 45 feet; the minimum rear yard depth is 25 feet; and minimum side yard depth is 10 feet. Streets would be required, and the subdivider would be required to install water, sanitary sewer, and storm water sewer, just as in any subdivision. Considering the small area encompassing Bikers Haven, this would not seem to be feasible.

If the Tiny Homes were to be rented, then the provisions of the C-2 Zoning District must be reviewed. Any use permitted in the C-1 District is allowed in the C-2 District. The C-1 District only allows multiple dwellings and apartments when located on the second floor or above, and such use must comply with the R-3 District requirements. Thus, it is the opinion of the Commission that Tiny Homes are not permitted in the C-2 District. Any currently existing homes in the C-2 District were constructed before the Zoning Code was enacted, and are “grandfathered” in.

CITY HALL

1502 Walnut St, PO Box 396, Dallas Center, Iowa 50063 | p 515.992.3725 | f 515.992.3764 | cityhall@dallascenter.com
dallascenter.com



December 7, 2017

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

DALLAS CENTER, IOWA
LYN CREST ESTATES PLAT 3
ENGINEERS REPORT

This letter is to present the writer's report on three aspects relating to the final completion and acceptance of Lyn Crest Estates Plat 3.

The construction of the public improvements in Lyn Crest Estates Plat 3 has been completed. The contractors have provided the necessary maintenance bonds for the project. A final walkover inspection has been completed and the punch list generated. The contractors are working to resolve the remaining items on the punch list. Given the current weather conditions it appears many of the items on the punch list can be completed. There may be a few items on the punch list that cannot be completed before the spring of 2018.

On previous plats for Lyn Crest Estates the City Council has accepted the public improvements when there are a few items still outstanding on the punch list based on Vic Mitchell's assurance the remaining punch list items will be completed as soon as practical. It would appear the project has reached this stage of completion for Lyn Crest Estates Plat 3.

Based on the assurance the remaining punch list items will be completed, the writer would recommend the City of Dallas Center move forward with the acceptance of the public improvements in Lyn Crest Estates Plat 3.

The writer has completed a review of the initial and follow up submittal of the final plat of Lyn Crest Estates Plat 3. The final plat of Lyn Crest Estates Plat 3 is acceptable. The writer would recommend the City of Dallas Center approve the final plat of Lyn Crest Estates Plat 3.

Cindy Riesselman
December 7, 2017
Page 2

In conjunction with the final plat of Lyn Crest Estates Plat 3 there is a third action that will be required by the City. The previous plat of Lyn Crest Estates created a 30-foot wide easement along the west boundary of the plat. As part of Plat 3 this 30-foot wide easement is being replaced with a 20-foot wide easement. With the conversion of the drainage from overland flow to a storm sewer the 20-foot wide easement is more than adequate.

The City of Dallas Center holds an interest in the existing easement. While the final plat notes the approval of the final plat would vacate the existing 30-foot wide easement, the approval of the plat does not vacate the existing easement.

The City Council will need to hold a public hearing on the vacating of the existing easement. Following the public hearing the City Council can take action to vacate the easement. This procedure would complete the process of vacating the existing 30-foot wide easement that will be replaced with a 20-foot wide easement that is effective with the approval of the final plat of Lyn Crest Estates Plat 3.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

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:pjh
2121-039

cc: Ralph Brown, Brown, Fagen & Rouse

PREPARED BY: Ralph R. Brown, 502 15th, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

RESOLUTION NO. 2017-51

A RESOLUTION FORMALLY ACCEPTING THE IMPROVEMENTS IN LYN CREST ESTATES PLAT 3, A SUBDIVISION IN THE CITY OF DALLAS CENTER, DALLAS COUNTY, IOWA.

WHEREAS, the City Engineer has reported pursuant to Section 170.10(1) of the Code of Ordinances that the required improvements within Lyn Crest Estates Plat 3 have been constructed and that they meet all City specifications and Ordinances or other requirements, and all agreements between the subdivider and the City; and the City Engineer has recommended to the Council that the improvements contained within the Subdivision be accepted, subject to the construction of all sidewalks in the Subdivision; and

WHEREAS, the City Attorney has advised the Council that the owner has filed in proper form maintenance bonds for the concrete paving, storm sewers and appurtenances, sanitary sewers and appurtenances, and water mains and appurtenances, which maintenance bonds cover all construction being dedicated to the City, except for sidewalks; and

WHEREAS, the City Attorney has further advised the Council that the owner and developer has filed a written assurance and agreement that individual home builders in the Subdivision will install the sidewalk, but that any sidewalk in the Subdivision not completed by forty-six (46) months after the approval of Final Plat, will be constructed by the owner and developer prior to the end of forty-eight (48) months after the approval of the Final Plat.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the maintenance bonds for concrete paving, storm sewers and appurtenances, sanitary sewers and appurtenances, and water mains and appurtenances, are hereby approved; and that the written assurance and agreement of the owner and developer with respect to the construction of sidewalks is accepted.

IT IS FURTHER RESOLVED by the City Council of the City of Dallas Center, Iowa, in accord with Chapter 170 of the Code of Ordinances, as amended, that the required improvements contained within the subdivision are hereby accepted by the City of Dallas Center, Iowa, subject to the agreement of the owner and developer that any sidewalk not completed within forty-six (46) months after the approval of the Final Plat will be constructed by the owner and developer prior to the end of forty-eight (48) months after the approval of the Final Plat.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 12th day of December, 2017.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

CERTIFICATE OF MAYOR AND CLERK

We, the undersigned Mayor and Clerk of the City of Dallas Center, Iowa, hereby certify that at a meeting of the City Council of the City of Dallas Center, Iowa, and with a quorum of said City Council being present, the foregoing and attached Resolution No. 2017-51 was presented and by a motion duly made and seconded, was duly adopted by the Council.

Dated at Dallas Center, Iowa, the 12th day of December, 2017.

Michael A. Kidd, Mayor

Cindy Riesselman, City Clerk

PREPARED BY: Ralph R. Brown, 502 15th, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

RESOLUTION NO. 2017-52

A RESOLUTION APPROVING THE FINAL PLAT OF LYN CREST ESTATES PLAT 3, AN OFFICIAL PLAT INCLUDED IN AND FORMING A PART OF THE CITY OF DALLAS CENTER, DALLAS COUNTY, IOWA.

WHEREAS, Mitchell Land Development, L.L.C. has caused to be platted certain real estate lying within the corporate limits of the City of Dallas Center, Dallas County, Iowa, legally described as:

ALL OF OUTLOT "Y", LYN CREST ESTATES PLAT 2, AN OFFICIAL PLAT, CITY OF DALLAS CENTER, DALLAS COUNTY, IOWA, CONTAINING 12.45 ACRES.

and said plat is known as Lyn Crest Estates Plat 3; and

WHEREAS, the owner has complied with the requirements of Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, as it relates to subdivision regulations; and

WHEREAS, after Notice published in the Northeast Dallas County Record the Plan and Zoning Commission conducted a Public Hearing on the Phased Preliminary Plat on October 28, 2014, recommended to the Council the approval of the Phased Preliminary Plat, which encompasses Lynn Crest Estates Plat 3; and

WHEREAS, after Notice published in the Northeast Dallas County Record on October 30, 2014, the Dallas Center City

Council conducted a Public Hearing on the Phased Preliminary Plat on November 11, 2014, and on that date approved the Phased Preliminary Plat; and

WHEREAS, the Final Plat has been filed by the owner, and it is accompanied by (1) the Owner's Consent to Plat; (2) Warranty Deed conveying to the City Lots A and B intended as public streets; (3) Declaration of Residential Covenants, Conditions and Restrictions; (4) an Opinion by an Attorney who has examined the Abstract of Title of the land being platted; and (5) a Certificate of the County Treasurer that the land is free from certified taxes and certified special assessments; and

WHEREAS, the Developer previously submitted to the City for review (a) Articles of Incorporation of Lyn Crest Estates Storm Water Maintenance Association, Inc. (the "Association"), (2) Bylaws of Lyn Crest Estates Storm Water Maintenance Association, Inc., and (3) Declaration of Covenants, Conditions and Restrictions for Lyn Crest Estates in connection with the Association.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that Final Plat of Lyn Crest Estates Plat 3 be and the same is hereby approved in accord with Section 354.8 of the Code of Iowa, as amended, and Chapter 170 of the Code of Ordinances, as amended.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 12th day of December, 2017.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

CERTIFICATE OF MAYOR AND CLERK

We, the undersigned Mayor and Clerk of the City of Dallas Center, Iowa, hereby certify that at a meeting of the City Council of the City of Dallas Center, Iowa, and with a quorum of said City Council being present, the foregoing and attached Resolution No. 2017-52 was presented and by a motion duly made and seconded, was duly adopted by the Council.

Dated at Dallas Center, Iowa, the 12th day of December, 2017.

Michael A. Kidd, Mayor

Cindy Riesselman, City Clerk



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

December 8, 2017

Cindy Riesselman
City Clerk
City of Dallas Center
1502 Walnut Street
P.O. Box 396
Dallas Center, Iowa 50063-0396

CITY OF DALLAS CENTER, IOWA
SOUTHWEST STORMWATER DRAINAGE IMPROVEMENTS - PHASE 1
CHANGE ORDER NO. 6
PARTIAL PAYMENT ESTIMATE NO. 12

This is an update on the status of Change Order No. 6 and Partial Payment Estimate No. 12 for the Southwest Stormwater Drainage Improvements - Phase 1 project. Progressive Structures, LLC has indicated it is in agreement with Change Order No. 6. Approval of Change Order No. 6 can remain on the City Council agenda for the meeting of December 12, 2017.

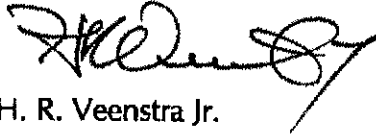
Progressive Structures, LLC indicated it has no objection to the City Council approving Partial Payment Estimate No. 12. Progressive Structures, LLC indicates there are two or three payment items for which it believes the quantities will need to be adjusted before final acceptance. It appears for a few items the contractor did not provide all of the supporting documentation to determine the final payment quantity and it is not possible to measure the final payment quantity. An example of this type of adjustment is for the stabilizing material and rip rap.

If the contractor provides additional documentation there may be adjustments in the final payment quantities as the writer indicated would be a possibility. It is not anticipated and would not result in the final project cost varying more than a few thousand dollars from the current projected final project cost.

Cindy Riesselman
December 8, 2017
Page 2

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVjr:pjh
212158
cc: Ralph Brown



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

December 6, 2017

Cindy Riesselman
City Clerk
City of Dallas Center
1502 Walnut Street
P.O. Box 396
Dallas Center, Iowa 50063-0396

**CITY OF DALLAS CENTER, IOWA
SOUTHWEST STORMWATER DRAINAGE IMPROVEMENTS - PHASE 1
PARTIAL PAYMENT ESTIMATE NO. 12**

Enclosed is a copy of Partial Payment Estimate No. 12 for the contract between the City of Dallas Center and Progressive Structures, LLC for the Southwest Stormwater Drainage Improvements - Phase 1 project. Partial Payment Estimate No. 12 is to provide compensation to Progressive Structures, LLC for work completed on the project through November 30, 2017. Partial Payment Estimate No. 12 in the amount of \$38,997.77.

Partial Payment Estimate No. 12 is based on Veenstra & Kimm, Inc.'s measured quantities of work completed on the project. Unless Progressive Structures, LLC can provide documentation determining those measurements were incorrect, the payment shown on Partial Payment Estimate No. 12 should be close to the final payment amount on the project.

Partial Payment Estimate No. 12 includes a Change Order No. 6 for work associated with plugging tiles that flowed through the detention basin area. Progressive Structures, LLC provided an approximate cost for this work at the time it was undertaken. There was one additional tile plugging that was scheduled to be completed. This tile plugging was ultimately deleted from the project and the work completed is incorporated in the contract by Change Order No. 6.

Through Partial Payment Estimate No. 12 the estimated final payment on the contract is \$2,361,709.69. This compares to the original contract price of \$2,300,835.

Prior to the award of contract the writer indicated to the City its financing plan should include a contingency allowance of \$50,000 to \$100,000. This recommendation was based on the typical experience that for projects of this time the change orders on the project will range from 2% to 4% of the contract amount. The projected changes of 2.65% falls in the lower end of this range.

Cindy Riesselman
December 6, 2017
Page 2

At the time the City Council elected to proceed with Alternate A, B and C the goal was to keep the project cost below the \$3,000,000 level. Based on the factors included in this cost it appears the final cost for the project will be approximately \$2,965,000.

Through Partial Payment Estimate No. 12 the City will still be holding a retainage of \$118,085.48. The City of Dallas Center will not be accepting the project until Progressive Structures, LLC completes the remaining work on the project. While some work may be completed before the onset of winter conditions the majority of the work will be completed in the spring of 2018.

Based on the completion status of the project Progressive Structures, LLC can request the City to reduce the retainage being held on the contract. Under the Code of Iowa the City must reduce the retainage to an amount equal to twice the value of the work remaining to be completed. Based on the retainage being held and the work remaining to be completed it is quite likely the value for work to be completed will be determined to be less than 50% of the retainage. Progressive Structures, LLC may request a partial release of retainage as early as January 2018. It is anticipated there may be several requests for release of retainage as work on the project moves toward final completion. By the time of the final acceptance of the project it is likely the City will have reduced the retainage being held on the project to a relatively nominal amount. The issues of release of retainage and final acceptance will be addressed on a month by month basis until the project is completed and ready for acceptance.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVjr:pjh
212158
Enclosure
cc: Ralph Brown - w/enclosure



VEENSTRA & KIMM, INC.

3000 Westown Parkway West Des Moines, Iowa 50266-1320
515-225-8000 515-225-7848(FAX) 800-241-8000 (WATS)

Date: December 5, 2017

PAY ESTIMATE NO. 12

Project Title	Southwest Stormwater Drainage Improvements Phase 1 Dallas Center, Iowa		Contractor	Progressive Structures, LLC 24412 Hwy 13 Elkader, Iowa 52043	
Original Contract Amount & Date	\$2,300,835.00	November 23, 2016	Pay Period	November 1, 2017 to November 30, 2017	

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	Stormwater Basin Earthwork	LS	1	\$ 385,000.00	\$ 385,000.00	100%	\$ 385,000.00
2	Field Fence Replacement	LF	0	\$ 10.40	\$ -		\$ -
3	New Field Fence	LF	4,806	\$ 7.40	\$ 35,564.40	4,820	\$ 35,668.00
4	Chain Link Fence Remove and Replace	LF	105	\$ 21.70	\$ 2,278.50	105	\$ 2,278.50
5	New Gate	EA	2	\$ 975.00	\$ 1,950.00	2	\$ 1,950.00
6	6" Subdrain	LF	1,125	\$ 9.50	\$ 10,687.50	1,125	\$ 10,687.50
7	Drainable Base	TON	425	\$ 23.00	\$ 9,775.00	425	\$ 9,775.00
8	PCC Cunnette	SY	1,255	\$ 71.00	\$ 89,105.00	1,255	\$ 89,105.00
9	Connection to Existing Structure	EA	3	\$ 1,200.00	\$ 3,600.00	3	\$ 3,600.00
10	Connection to Existing 16" Tile	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00
11	Discharge Control Structure	EA	1	\$ 35,500.00	\$ 35,500.00	1	\$ 35,500.00
12	48" Storm Sewer	LF	2,330	\$ 140.00	\$ 326,200.00	2,330	\$ 326,200.00
13	42" Storm Sewer	LF	1,650	\$ 130.00	\$ 214,500.00	1,650	\$ 214,500.00
14	21" Storm Sewer	LF	1,538	\$ 48.00	\$ 73,824.00	1,538	\$ 73,824.00
15	15" Storm Sewer	LF	75	\$ 60.00	\$ 4,500.00	75	\$ 4,500.00
16	12" Storm Sewer	LF	100	\$ 52.00	\$ 5,200.00	100	\$ 5,200.00
17	15" DI Pipe	LF	25	\$ 146.00	\$ 3,650.00	25	\$ 3,650.00
18	12" DI Pipe	LF	60	\$ 125.00	\$ 7,500.00	60	\$ 7,500.00
19	10" DI Pipe	LF	60	\$ 115.00	\$ 6,900.00	60	\$ 6,900.00
20	18" HDPE Tile	LF	1,431	\$ 49.00	\$ 70,119.00	2,432	\$ 119,168.00
21	Remove 18" Culvert	LF	102	\$ 7.50	\$ 765.00	102	\$ 765.00
22	18" CMP Culvert Pipe	EA	242	\$ 40.00	\$ 9,680.00	107	\$ 4,280.00
23	Manhole SW-401 - 108"	EA	4	\$ 15,500.00	\$ 62,000.00	4	\$ 62,000.00
24	Manhole SW-401 - 84"	EA	9	\$ 9,800.00	\$ 88,200.00	9	\$ 88,200.00
25	Manhole SW-401 - 48"	EA	3	\$ 2,900.00	\$ 8,700.00	3	\$ 8,700.00
26	12" Flared End Section	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00
27	48" Flared End Section	EA	1	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00
28	Intake - SW-511	EA	1	\$ 2,700.00	\$ 2,700.00	1	\$ 2,700.00
29	Agricultural Drainage Inlet	EA	2	\$ 650.00	\$ 1,300.00	2	\$ 1,300.00
30	42" RCP Plug	EA	1	\$ 475.00	\$ 475.00		\$ -
31	Granular Surfacing	TON	2,190	\$ 26.00	\$ 56,940.00	2,330	\$ 60,580.00

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
32	Remove Pavement	SY	1,513	\$ 7.00	\$ 10,591.00	1,138	\$ 7,966.00
33	HMA Pavement - 7"	SY	850	\$ 73.00	\$ 62,050.00	466	\$ 34,018.00
34	PCC Pavement - 8"	SY	532	\$ 65.00	\$ 34,580.00	533	\$ 34,645.00
35	PCC Trail 7"	SY	81	\$ 63.00	\$ 5,103.00	102	\$ 6,426.00
36	PCC Sidewalk	SY	50	\$ 62.00	\$ 3,100.00	37	\$ 2,294.00
37	Erosion Control	LS	1	\$ 45,500.00	\$ 45,500.00	100%	\$ 45,500.00
38	Traffic Control	LS	1	\$ 7,900.00	\$ 7,900.00	100%	\$ 7,900.00
39	Stabilizing Material	TON	100	\$ 35.00	\$ 3,500.00	26.27	\$ 919.45
40	Rip Rap	TON	45	\$ 61.00	\$ 2,745.00	22.50	\$ 1,372.50
41	Relocate and Return Trees	LS	0	\$ 8,000.00	\$ -		\$ -
42	Lower Sanitary Service in Conflict	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
ALTERNATE A							
A.1	42" Storm Sewer	LF	72	\$ 185.00	\$ 13,320.00	72	\$ 13,320.00
A.2	24" Storm Sewer	LF	729	\$ 80.00	\$ 58,320.00	729	\$ 58,320.00
A.3	12" Storm Sewer	LF	86	\$ 67.00	\$ 5,762.00	86	\$ 5,762.00
A.4	Manhole SW-401 - 48"	EA	3	\$ 3,000.00	\$ 9,000.00	3	\$ 9,000.00
A.5	Manhole SW-401 - 108"	EA	0	\$ 16,000.00	\$ -		\$ -
A.6	Intake SW-503	EA	2	\$ 4,800.00	\$ 9,600.00	2	\$ 9,600.00
A.7	Intake SW-505	EA	1	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00
A.8	Intake SW-512	EA	2	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00
A.9	Bioretention Intake #1	EA	1	\$ 6,300.00	\$ 6,300.00	1	\$ 6,300.00
A.10	Bioretention Intake #2	EA	1	\$ 6,300.00	\$ 6,300.00	1	\$ 6,300.00
A.11	Bioretention Intake #3	EA	1	\$ 6,300.00	\$ 6,300.00	1	\$ 6,300.00
A.12	Bioretention Intake #4	EA	1	\$ 6,300.00	\$ 6,300.00	1	\$ 6,300.00
A.13	PCC Pavement - 7"	SY	471	\$ 64.00	\$ 30,144.00	471	\$ 30,144.00
A.14	HMA Pavement - 8"	SY	140	\$ 82.00	\$ 11,480.00	140	\$ 11,471.80
A.15	PCC Sidewalk	SY	77	\$ 61.00	\$ 4,697.00	67	\$ 4,087.00
A.16	Truncated Domes	SF	8	\$ 35.00	\$ 280.00	16	\$ 560.00
A.17	Subbase Rock	TON	111	\$ 26.00	\$ 2,886.00	111	\$ 2,886.00
A.18	Class "A" Roadstone	TON	28	\$ 26.00	\$ 728.00	30	\$ 780.00
A.19	Erosion Control	LS	1	\$ 4,000.00	\$ 4,000.00	100%	\$ 4,000.00
A.20	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	100%	\$ 2,000.00
A.21	Clearing and Grubbing	LS	1	\$ 12,000.00	\$ 12,000.00	100%	\$ 12,000.00
A.22	24" Plug	EA	1	\$ 260.00	\$ 260.00		\$ -
ALTERNATE B							
B.1	24" Storm Sewer	LF	515	\$ 100.00	\$ 51,500.00	515	\$ 51,500.00
B.2	12" Storm Sewer	LF	51	\$ 52.00	\$ 2,652.00	51	\$ 2,652.00
B.3	Intake SW-501	EA	2	\$ 2,700.00	\$ 5,400.00	2	\$ 5,400.00
B.4	Manhole SW-401 - 48"	EA	3	\$ 3,100.00	\$ 9,300.00	3	\$ 9,300.00
B.5	PCC Pavement	SY	2126.70	\$ 75.00	\$ 159,502.50	2,096.0	\$ 157,200.00
B.6	PCC Sidewalk	SY	75	\$ 61.00	\$ 4,575.00	84.0	\$ 5,124.00
B.7	Truncated Domes	SF	56	\$ 35.00	\$ 1,960.00	72	\$ 2,520.00

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
B. 8	Subbase Rock	TON	160	\$ 26.00	\$ 4,160.00	160	\$ 4,160.00
B. 9	Class "A" Roadstone	TON	46	\$ 26.00	\$ 1,196.00	46	\$ 1,196.00
B. 10	Erosion Control	LS	1	\$ 3,000.00	\$ 3,000.00	100%	\$ 3,000.00
B. 11	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00	100%	\$ 1,500.00
B. 12	24" Plug	EA	1	\$ 260.00	\$ 260.00		\$ -
ALTERNATE C							
C. 1	24" Storm Sewer	LF	239	\$ 130.00	\$ 31,070.00	239	\$ 31,070.00
C. 2	18" Storm Sewer	LF	99	\$ 70.00	\$ 6,930.00	99	\$ 6,930.00
C. 3	12" Storm Sewer	LF	85	\$ 70.00	\$ 5,950.00	71	\$ 4,970.00
C. 4	Manhole SW-401 - 48"	EA	2	\$ 3,100.00	\$ 6,200.00	2	\$ 6,200.00
C. 5	Intake SW-501	EA	2	\$ 3,400.00	\$ 6,800.00	4	\$ 13,600.00
C. 6	Intake SW-511	EA	1	\$ 2,750.00	\$ 2,750.00		\$ -
C. 7	Bioretention Intake #5	EA	1	\$ 6,300.00	\$ 6,300.00		\$ -
C. 8	PCC Pavement	SY	313	\$ 63.00	\$ 19,719.00	336	\$ 21,168.00
C. 9	Sidewalk	SY	137	\$ 61.00	\$ 8,357.00	137	\$ 8,357.00
C. 10	Truncated Domes	SF	18	\$ 35.00	\$ 630.00	24	\$ 840.00
C. 11	Class "A" Roadstone	TON	22	\$ 26.00	\$ 572.00	22	\$ 572.00
C. 12	Erosion Control	LS	1	\$ 3,000.00	\$ 3,000.00	100%	\$ 3,000.00
C. 13	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	100%	\$ 1,000.00
C. 14	18" Plug	EA	1	\$ 240.00	\$ 240.00		\$ -
Change order #1							
CO1.1	Manhole SW 401 - 60"	Ea	2	\$ 4,500.00	\$ 9,000.00	2	\$ 9,000.00
CO1.2	42" RCP Manufactured Bend	Ea	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
CO1.3	Manhole SW 401 - 84"	Ea	1	\$ 9,800.00	\$ 9,800.00	1	\$ 9,800.00
CO1.4	24" RCP Class IV Pipe	LF	72	\$ 65.00	\$ 4,680.00	74	\$ 4,810.00
CO1.5	6" Ductile Iron Pipe	LF	60	\$ 50.00	\$ 3,000.00	60	\$ 3,000.00
CO1.6	Remove Field Fence	LF	1050	\$ 3.00	\$ 3,150.00	1050	\$ 3,150.00
CO1.7	Lower 2" Water service	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
CO1.8	Repair 23" Tile line	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
Change Order #2							
CO2.1	PCC Pavement Removal	SY	252.22	\$ 7.00	\$ 1,765.54	252.22	\$ 1,765.54
CO2.2	8" HMA Transition	SY	45.56	\$ 82.00	\$ 3,735.92		\$ -
Change Order #3							
CO3.1	All Items		1	\$ 14,560.00	\$ 14,560.00	1	\$ 14,560.00
Change Order#4							
CO4.1	PCC Curb & Gutter	LF	442	\$ 49.90	\$ 22,055.80	536	\$ 26,746.40
CO4.2	8" HMA Alt C	SY	139	\$ 82.00	\$ 11,398.00		\$ -
Change Order No. 5							
CO5.1	7" HMA	SY	213	\$ 73.00	\$ 15,549.00	217	\$ 15,841.00
CO5.2	HMA Transitions	LF	120	\$ 25.00	\$ 3,000.00		\$ -
CO5.3	HMA Patches	SY	15	\$ 100.00	\$ 1,500.00	18	\$ 1,800.00
CO5.4	HMA Wedges	LF	270	\$ 25.00	\$ 6,750.00	359	\$ 8,975.00
Change Order No. 6							

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
CO6.1	Cap Tile Lines	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00
	TOTAL CONTRACT						\$ 2,361,709.69

SUMMARY			
Contract Price			Value Completed
Original Contract Price		\$2,300,835.00	\$ 2,361,709.69
Approved Change Orders (list each)	No. 1	\$ (11,316.00)	
	No. 2	\$ 21,001.71	
	No. 3	\$ 14,560.00	
	No. 4	\$ (6,006.20)	
	No. 5	\$ 2,290.48	
	No. 6	\$ 5,000.00	
TOTAL ALL CHANGE ORDERS		\$ 18,239.51	\$ -
Revised Contract Price		\$ 2,319,074.51	\$ 2,361,709.69
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 2,361,709.69
Less Retained Percentage (5%)			\$ 118,085.48
Net Amount Due This Estimate			\$ 2,243,624.21
Less Estimate(s) Previously Approved	No. 1	\$ 119,508.10	
	No. 2	\$ 59,736.00	
	No. 3	\$ 293,950.90	
	No. 4	\$ 278,493.45	
	No. 5	\$ 53,850.75	
	No. 6	\$ 249,396.38	
	No. 7	\$ 142,225.45	
	No. 8	\$ 489,373.49	
	No. 9	\$ 251,763.37	
	No. 10	\$ 186,425.66	
	No. 11	\$ 79,902.89	
	No. 12		
Less Total Pay Estimates Previously Approved			\$ 2,204,626.44
Amount Due This Estimate			\$ 38,997.77

The amount \$ 38,997.77 is recommended for approval for payment in accordance with the terms of the contract.

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



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

December 6, 2017

Cindy Riesselman
City Clerk
City of Dallas Center
1502 Walnut Street
P.O. Box 396
Dallas Center, Iowa 50063-0396

CITY OF DALLAS CENTER, IOWA
SOUTHWEST STORMWATER DRAINAGE IMPROVEMENTS - PHASE 1
CHANGE ORDER NO. 6

Enclosed is a copy of Change Order No. 6 for the contract between the City of Dallas Center and Progressive Structures, LLC for the Southwest Stormwater Drainage Improvements - Phase 1 project. Change Order No. 6 is to compensate Progressive Structures, LLC for work plugging tile entering and leaving the stormwater detention basin. During construction of the project a total of 9 tile plugging locations were identified. The tile lines were to be plugged to prevent potential interconnections between the stormwater detention basin and the tile system outside of the detention basin.

Progressive Structures, LLC originally proposed to plug the tile on a time and materials basis with an estimated cost of \$6,000. During construction of the project Progressive Structures, LLC plugging 8 of the 9 identified tile locations. One tile location on the outside of the detention basin was not plugged during the original construction. The intent was for Progressive Structures, LLC to complete the final plugging of the tile later in the construction of the project. The work was not completed before the fence around the detention basin was completed. Because the same tile line had been plugged on the interior of the basin it was determined the plugging of that tile line would be undertaken.

Although the work on plugging the tiles took place several months ago the change order was not processed as the plugging of the last tile line remained. With the decision not to plug the last tile line, Change Order No. 6 is being processed for payment.

Cindy Riesselman
December 6, 2017
Page 2

The payment of Change Order No. 6 is in the amount of \$5,000. This amount is based on a review of the time spent to complete the work by Progressive Structures, LLC. The payment is for a smaller number of hours than originally estimated by Progressive Structures, LLC because one of the major tile plugging activities was deleted from the contract.


Change Order No. 6 is being processed at this time in order to resolve outstanding items on the contract. However, Progressive Structures, LLC has not agreed to Change Order No. 6. If Change Order No. 6 is approved by Progressive Structures, LLC the writer would recommend the City of Dallas Center approve the change order. Payment for the change order is incorporated in Partial Payment Estimate No. 12 transmitted under separate cover.

In the event Progressive Structures, LLC elects not to sign and return Change Order No. 6 the approval of the change order should be deferred from the City Council agenda. In that event Partial Payment Estimate No. 12 should be adjusted to remove payment for the change order. Partial Payment Estimate No. 12 would be reduced by the amount of \$4,750.

In the event Progressive Structures, LLC elects not to sign Change Order No. 6 it is anticipated additional discussions will lead to a Change Order No. 6. Because Progressive Structures, LLC undertook a significant amount of the work associated with this change order the change order will need to be processed before acceptance of the project. The only issue is whether Progressive Structures, LLC wishes to continue discussions believing the amount of the change order should be adjusted upward from the \$5,000 level.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

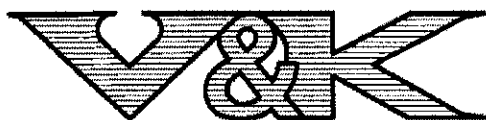
VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVjr:pjh
212158
Enclosure

cc: Ralph Brown – w/enclosure



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

December 6, 2017

CHANGE ORDER NO. 6

CITY OF DALLAS CENTER SOUTHWEST STORMWATER DRAINAGE IMPROVEMENTS - PHASE 1

This change order is to incorporate in the project to plug 8 tile lines that flowed through the area of the detention basin.

During construction of the project Progressive Structures, LLC located 8 tile lines that either entered or exited the area of the detention basin. Under the contract, Progressive Structures, LLC was to be paid on a time and materials basis for work to plug the tile lines. The purpose of plugging the tile lines is to prevent any migration of water between the tiles and the stormwater detention basin.

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

<u>Item</u>	<u>Description</u>	<u>Price</u>
	Plug 8 tile line at detention basin @ LS \$5,000	+ \$5,000
	TOTAL	+ \$5,000

Change Order No. 6 increases the contract price by \$5,000. The change order authorizes payment for this non-unit price item.

PROGRESSIVE STRUCTURES, LLC

By _____

Title _____

Date _____

VEENSTRA & KIMM, INC.

By _____

Title _____

Date _____

CITY OF DALLAS CENTER

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

December 8, 2017

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

DALLAS CENTER, IOWA
WATER TREATMENT PLANT
PARTIAL PAYMENT ESTIMATE NO. 2

Enclosed is a copy of Partial Payment Estimate No. 2 for the contract between the City of Dallas Center and Jetco for the Water Treatment Plant Improvement project. Partial Payment Estimate No. 2 is in the amount of \$29,785.35.

Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 2 and would recommend the City Council approve the partial payment estimate.

Jetco has completed the construction of the project. The only work remaining to be completed is the startup and confirmation of the various equipment items. It is anticipated this work will be completed within the next several weeks. Unless there is a delay in Jetco completing the final work items, it is likely the project will be ready for acceptance in January 2018.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVjr:pjh

212156

Enclosure

cc: Ralph Brown – w/enclosure

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 2

TO OWNER: PROJECT: 2017 Water Plant Improvements APPLICATION NO: 2 Distribution to:
 City of Dallas Center, Iowa PERIOD TO: 12-8-17 ☒ OWNER
 FROM CONTRACTOR: PROJECT NO: ☒ ARCHITECT
 Jetro, Inc. ☒ CONTRACTOR
 208 1st Ave. S.
 Albion, IA 50009

CONTRACT DATE: 4-11-17

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 126,383.00
 2. Net change by Change Orders \$
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 126,383.00
 4. TOTAL COMPLETED & STORED TO DATE \$ 126,383.00
 (Column G on G703)

5. RETAINAGE:
 a. 5 % of Completed Work (Column D + E on G703) 6,319.15
 b. 5 % of Stored Material (Column F on G703) 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) 6,319.15

6. TOTAL EARNED LESS RETAINAGE \$ 120,063.85
 (Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 90,278.50
 8. CURRENT PAYMENT DUE \$ 29,785.35
 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 6,319.15
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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:

By: [Signature] Date: 12/8/17
 State of Iowa County of Polk day of Dec 2017
 Subscribed and sworn to before me this 8th day of Dec 2017
 Notary Public: Beth Stout
 My Commission expires 12-18-19

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, Architect certifies to the Owner that to the best of their 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 \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to this amount certified.)

ARCHITECT:

By: Date:

OWNER:

By: Date:



CONTINUATION SHEET

PAGE 2 OF 3 PAGES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retentions for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 12/8/2017

PERIOD TO: 12/8/2017

BUILDING NUMBER:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+F+H)	H BALANCE TO FINISH (G-I)	I RETAINAGE (F VARIABLE RATES)
1	Item #1: MOCIAIS	\$43,363.00	\$31,745.00	\$11,618.00	\$0.00	\$43,363.00	\$0.00	\$2,168.15
2	Item #2: Generator	\$19,188.00	\$45,640.00	\$13,548.00	\$0.00	\$59,188.00	\$0.00	\$2,989.40
3	Item #3: SCADA	\$23,832.00	\$17,643.00	\$6,187.00	\$0.00	\$23,832.00	\$0.00	\$1,191.69
4					\$0.00	\$0.00	\$0.00	\$0.00
5					\$0.00	\$0.00	\$0.00	\$0.00
6					\$0.00	\$0.00	\$0.00	\$0.00
7					\$0.00	\$0.00	\$0.00	\$0.00
8					\$0.00	\$0.00	\$0.00	\$0.00
9					\$0.00	\$0.00	\$0.00	\$0.00
10					\$0.00	\$0.00	\$0.00	\$0.00
11					\$0.00	\$0.00	\$0.00	\$0.00
12					\$0.00	\$0.00	\$0.00	\$0.00
13					\$0.00	\$0.00	\$0.00	\$0.00
14					\$0.00	\$0.00	\$0.00	\$0.00
15					\$0.00	\$0.00	\$0.00	\$0.00
16					\$0.00	\$0.00	\$0.00	\$0.00
17					\$0.00	\$0.00	\$0.00	\$0.00
18					\$0.00	\$0.00	\$0.00	\$0.00
19					\$0.00	\$0.00	\$0.00	\$0.00
20					\$0.00	\$0.00	\$0.00	\$0.00
21					\$0.00	\$0.00	\$0.00	\$0.00
22					\$0.00	\$0.00	\$0.00	\$0.00
23					\$0.00	\$0.00	\$0.00	\$0.00
24					\$0.00	\$0.00	\$0.00	\$0.00
25					\$0.00	\$0.00	\$0.00	\$0.00
26					\$0.00	\$0.00	\$0.00	\$0.00
27					\$0.00	\$0.00	\$0.00	\$0.00
28					\$0.00	\$0.00	\$0.00	\$0.00
29					\$0.00	\$0.00	\$0.00	\$0.00
30					\$0.00	\$0.00	\$0.00	\$0.00
31					\$0.00	\$0.00	\$0.00	\$0.00
32					\$0.00	\$0.00	\$0.00	\$0.00
33					\$0.00	\$0.00	\$0.00	\$0.00
34					\$0.00	\$0.00	\$0.00	\$0.00
35					\$0.00	\$0.00	\$0.00	\$0.00
36					\$0.00	\$0.00	\$0.00	\$0.00
	GRAND TOTALS	\$126,383.00	\$95,030.00	\$31,353.00	\$0.00	\$126,383.00	\$0.00	\$8,319.15

JETCO, INC.

208 1ST AVENUE SOUTH
ALTOONA, IA 50009

Invoice

Date	Invoice #
12/8/2017	13899

Bill To
CITY OF DALLAS CENTER 1502 WALNUT STREET P.O. BOX 396 DALLAS CENTER, IA 50063-0396

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 30		12/8/2017	BEST WAY	ALTOONA	2055C WTP Improvements
Quantity	Item Code	Description			Price Each	Amount
		2017 Water Plant Improvements per Quote 5182C				
1	CONTROL	MCC/ATS - complete			11,618.00	11,618.00
1	CONTROL	Generator - complete			13,548.00	13,548.00
1	CONTROL	SCADA - complete			6,187.00	6,187.00
		Application for Payment 2				
					Total	\$31,353.00

Cindy Riesselman



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

November 8, 2017

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

DALLAS CENTER, IOWA
WASTEWATER TREATMENT FACILITY IMPROVEMENTS
AGREEMENT FOR PROFESSIONAL SERVICES

Enclosed is a copy of the proposed agreement between the City of Dallas Center and Veenstra & Kimm, Inc. for the Wastewater Treatment Facility Improvements project. The agreement provides for design and construction related services for the project.

The enclosed agreement is being transmitted for review by the City of Dallas Center. If the agreement is satisfactory, the writer would suggest the City Council consider approval of the agreement either at its meeting on December 12, 2017 or January 9, 2018.

The compliance schedule in the NPDES permit calls for the final plans and specifications for the project to be submitted to the Iowa Department of Natural Resources by February 1, 2019. To ensure the plans and specifications are submitted in a timely manner, Veenstra & Kimm, Inc. is targeting completion of the design for December 2018.

To meet this schedule the design of the project will start in January 2018 with some initial design activities. The majority of the design work on the project will take place between the spring and fall of 2018.

The City should be able to close on its Planning & Design Loan in late January or early February 2018. The Planning & Design Loan should be in place prior to any significant billing on the design of the project.

The design phase of the project will be funded from the Planning & Design Loan. The Planning & Design Loan will be rolled into the larger loan for construction of the project. The recently submitted IUP application includes the rollover of the Planning & Design Loan and the construction engineering services.

Ralph Brown
November 8, 2017
Page 2

If the agreement is satisfactory, the writer will provide the original signed copies of the agreement.

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

Original Signed By
H.R. Veenstra Jr.

H. R. Veenstra Jr.

HRVJr:pjh
600-11

Enclosure

cc: ✓ Cindy Riesselman, City of Dallas Center - w/enclosure

AGREEMENT FOR PROFESSIONAL SERVICES
WASTEWATER TREATMENT FACILITY IMPROVEMENTS
DALLAS CENTER, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the **CITY OF DALLAS CENTER, IOWA**, hereinafter referred to as **Owner** or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City has completed an evaluation of its existing wastewater treatment facility and has determined improvements to the treatment facility are necessary to meet more restrictive effluent requirements imposed by the Iowa Department of Natural Resources, and

WHEREAS, the proposed improvements to the wastewater treatment facility will be referred to as the **Wastewater Treatment Facility Improvements**, or the **Project**, and

WHEREAS, the scope and extent of the improvements have been generally agreed to by the City, and

WHEREAS, the Owner desires to retain the services of the Engineer to provide professional services during design and construction of the Project, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

1. **SCOPE OF PROJECT.** It is understood and agreed the Project shall consist of the improvements as described in the Wastewater Facility Plan dated October 2017 including the following:
 - a. Conversion of existing aerated lagoons to the SAGR process, including replacement of the blowers and aeration system.
 - b. Installation of four SAGR units for ammonia removal, including chamber walls, rock media, aeration system, piping and valves.
 - c. Installation of an ultraviolet (UV) light disinfection system including concrete channel, effluent flow measurement, UV equipment and controls.
 - d. Removal of biosolids from the existing lagoon cells.
 - e. Renovation of the influent pump station.

The scope and extent of the improvements may be modified by mutual agreement during the course of the Project to satisfy the general goals and objectives of the Owner with respect to the Project.

2. **DESIGN SURVEYS.** The Engineers shall undertake necessary topographic and other surveys for the design of the Project. Design surveys shall include all survey necessary for preparation of plans and specifications.
3. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City.
4. **PLANS AND SPECIFICATIONS.** After the necessary design conferences, the Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, materials to be used and construction methods to be followed. The plans shall show in detail the work to be done, the location and extent of the construction required. Three (3) sets of final plans and specifications for each construction contract shall be submitted to the Owner.
5. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for each construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
6. **ASSESSMENT PLATS AND SCHEDULES.** It is understood and agreed assessment plats and schedules shall not be a part of the services under this Agreement.
7. **PERMITS AND LICENSES.** The Engineers shall provide copies of the plans and specifications for review by the Iowa Department of Natural Resources and any other permitting authority from which a permit or license is required, and shall assist in obtaining the necessary construction permits for the Project. Any fees for the construction permits shall be paid by the City and said costs shall not be charged against the Engineers' fees.
8. **NOTIFICATION FOR BIDS.** The Engineers shall assist in the preparation of notice to bidders and shall provide plans and specifications for prospective bidders.

9. **BID OPENING AND AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened for the construction contract, and shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibility of any bidder.
10. **PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, the Contractor, and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.
11. **GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including, but not limited to, the following:
- a. Provide construction staking as necessary to include the establishment of required benchmarks and baselines for locations, elevations and grades of construction. Engineers shall provide one day of construction staking services. Detailed construction staking for the Project shall be performed by the Contractor.
 - b. Consult with and advise Owner.
 - c. Coordinate and provide work of testing laboratories for concrete and moisture density tests.
 - d. Assist in interpretation of plans and specifications.
 - e. Review drawings and data of manufacturers.
 - f. Process and certify payment estimates of the Contractor to Owner.
 - g. Prepare and process necessary change orders or modifications to the construction contract.
 - h. Make routine and special trips to the Project site as required.
 - i. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.
 - j. Provide the City with two sets of the plans showing final construction.

12. RESIDENT REVIEW.

- a. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.
- b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to ensure proper review of the construction work. On-site review shall take place on a regular and nearly continuous basis during the construction work on the Project.

13. FINAL REVIEW. The Engineers shall make a final review of the Project after construction is completed to determine that the construction complies with the plans and specifications. The Engineers shall certify the completion of the work to the Owner when construction substantially complies with the plans and specifications.

14. COMPENSATION. The Owner shall compensate the Engineers for its services by payment of the following fees:

- a. The fee for engineering design services for the Project as set out in "**1. SCOPE OF PROJECT**" through "**9. BID OPENING AND AWARD OF CONTRACT**" shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for engineering design services shall not exceed the sum of Two Hundred Ten Thousand Dollars (\$210,000).
- b. The Engineers fee for services set forth from "**11. GENERAL SERVICES DURING CONSTRUCTION**" through "**13. FINAL REVIEW**" shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for construction services shall not exceed the sum of Two Hundred Fifty-seven Thousand Dollars (\$257,000).

15. PAYMENT. The fees shall be due and payable as follows:

- a. For design, preparation of plans and specifications, the fee shall be due and payable monthly.
- b. For general services during construction, resident review and final review, the fee shall be due and payable monthly.

- 16. LEGAL SERVICES.** The Owner shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- 17. SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following work items or potential work items:
- a. If, after the plans and specifications are completed and approved by the City, the Engineers are required to change plans and specifications because of changes made by the City, the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.
 - b. Services associated with easement or property acquisition or condemnation proceedings.
 - c. Services associated with special assessments.
 - d. Services associated with environmental investigations.
 - e. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract awarded by the City of Dallas Center for construction of the Project.
- 18. CHANGES AND EXTRA WORK.** The above-stated fees cover the specific services as outlined in this Agreement. If the City requires additional services of the Engineers in connection with the Project, the Engineers shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work. The method of compensation for authorized Extra Work shall be mutually agreed upon between the City and Engineers at the time the work shall be authorized.

19. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	1,000,000
Professional Liability**,***	2,000,000/2,000,000

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured

***Claims made basis

20. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
21. **TIME OF COMPLETION.** The plans and specifications for the Project shall be completed and submitted to the Iowa Department of Natural Resources by February 1, 2017.
22. **TERMINATION.** Should the City abandon the Project or any element of the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed to the date of termination of that portion of the Project. Prior to the termination of any element of the Project, the Engineers shall advise the City as to the cost-effectiveness of abandonment of the design at that point in time of that portion of the Project.
23. **ASSISTANTS.** It is understood and agreed that the employment of the Engineers by the City for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants as they may deem proper in the performance of the work.
24. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF DALLAS CENTER, IOWA

ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By _____

By _____

The City Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$210,000 SEWER REVENUE CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings to the meeting to be held at _____ o'clock _____ .M. on the _____ day of _____, 20____, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION 2017-54

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$210,000 SEWER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$210,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, and has considered the extent of objections received from residents or property owners

as to said proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and takes additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$210,000 Sewer Revenue Capital Loan Notes for the foregoing purpose.

Section 2. That the Clerk, with the assistance of the City Attorney and bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the SRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Clerk shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

Section 3. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 12th day of December, 2017.

Mayor

ATTEST:

City Clerk



November 14, 2017

Cindy Riesselman
City Clerk
City of Dallas Center
1502 Walnut Street
P.O. Box 396
Dallas Center, Iowa 50063-0396

CITY OF DALLAS CENTER, IOWA
CAPITAL IMPROVEMENTS PROGRAM
PRELIMINARY ESTIMATES AND SCHEDULE

At its work session on October 10, 2017 the Dallas Center City Council prioritized potential capital improvement projects. Based the results of the work session a tentative decision was made to include 12 projects in the Capital Improvements Program.

The 12 projects and the estimated cost of the projects are as follows:

<u>Priority No.</u>	<u>Project</u>	<u>Estimated Cost</u>
1	Wastewater Treatment Plant	\$3,250,000
2	Highway 44 Distribution Main Replacement	\$1,100,000
3	Southwest Stormwater Drainage Improvements – Phase 2	\$500,000
4	Backwash Treatment for Water Plant	\$125,000
5	Truck for Snow Removal	\$160,000
6	Fairview Drive Sewer Extension to Highway 44	\$150,000
7	New Shallow Well	\$175,000
8	HMA Paving of South End of Fairview Drive – Phase 1	\$175,000
9	Public Works Building	\$750,000
10	Sewer Rehabilitation – Lining	\$100,000
11	Swimming Pool	\$3,200,000
12	New Library	\$4,000,000

The remaining steps in the Capital Improvement Program are to determine the general funding source for the capital improvement projects and to identify projects that are likely to be implemented within the next 5 fiscal years. Projects that will not be implemented within the 5 years period will remain in the Capital Improvement Program and identified as projects to be implemented beyond 5 years.

General comments regarding the availability of funding sources and project schedule are as follows:

- **Sewer Revenue:** The City will incur a significant sewer revenue debt to fund the Wastewater Treatment Facility Improvement project. The City currently has reserves up to \$500,000 that can be used for funding that project or other sewer related projects. The Capital Improvement Program includes two other sewer projects.

The preliminary analysis indicates if the City uses the reserve funding for the wastewater treatment project there should not be the need for any significant rate increase in sewer user charge rates. Use of the reserves for that project will likely delay the other two sewer projects to beyond 5 years.

The other alternative would be to earmark reserves for the Fairview Drive Sewer Extension and the start of a sewer lining program. This would require a larger borrowing under the SRF program for the wastewater treatment project and would result in a modest adjustment upward of sewer user charge rates over the next several years.

The writer currently shows the draft CIP based on the Fairview Drive Sewer Extension and sewer lining to be beyond 5 years on the assumption the City Council will utilize the reserves for the Wastewater Treatment Facility Improvement project and will not fund the other two projects for at least 5 years.

If the City wishes to implement either of the other two sewer projects in the next 5 to 7 years the most cost effective method would be to use reserves for those projects and borrow for a larger portion of the Wastewater Treatment Facility Improvement project costs. This approach is less costly than using the reserves for the wastewater treatment plant and borrowing outside of the SRF program for the smaller sewer extension and lining projects.

- **Water:** The City is completing the upgrade project to the water treatment plant that was funded from water reserves. With the recent notification from the Iowa Department of Natural Resources the City will need to address the improvements to the backwash system that have been budgeted for the last several years. These two projects will decrease the water fund reserves to about the minimum advisable level.

The City currently has revenue debt outstanding on the water tower that will not be retired until 2029. Scheduled rate increases should result in a slow buildup of reserve funds over the next several years.

The draft CIP shows a new shallow well in FY 2021-2022 to be funded by a combination of reserves and a water SRF loan. This schedule is tentative. If by 2021 the City does not require the additional well the well project could be delayed.

The CIP priorities include replacement of the 6-inch Highway 44 distribution main. Based on the cost of this project the City will either need to wait until the water tower bonds are retired in 2029, or decide to borrow for this project and implement the appropriate rate increases. Water rates in Dallas Center are now in the above average range and are reaching a level where increasing water rates should be considered for critical projects only

- **General Obligation Debt:** The City significantly increased its outstanding general obligation indebtedness with the recent sale of the bonds for the Southwest Stormwater Drainage Improvements - Phase 1. The City still has some general obligation capacity available without reaching the recommended limits. For the next several years it is not likely significant project costs will be funded from the sale of general obligation debt.
- **Depreciation Funds:** The City is setting money aside in depreciation funds for the purchase of a new truck and for a new public works building. The accumulated depreciation fund and annual transfers to the depreciation fund should allow the new truck to be purchased in the next several years.

The public works building will not be fundable within the next 5 years unless the City were to commit significant funds beyond the depreciation fund. More than likely, the outstanding general obligation indebtedness and limited depreciation funds will delay this project for several years.

- **Outside Funding:** Two of the major projects, the swimming pool and the library, anticipate the majority of the funding will be from outside funding sources. These projects are currently shown beyond 5 years based on the length of time estimated to raise the necessary outside funding. However, the projects can be moved forward if funding is solidified within the next 5 year period.

Enclosed is a copy of a preliminary Capital Improvement Plan for the 12 projects. The preliminary plan is being transmitted for review and comment.

To help finalize the Capital Improvement Program the writer would request guidance with respect to the following:

1. Does the City Council have an interest in using reserve funds to complete the Fairview Drive Sanitary Sewer Extension and/or first phase of a sewer lining project within the next 5 years by increasing the borrowing for the Wastewater Treatment Facility Improvement project, or would the City Council prefer to keep these projects beyond 5 years?
2. Does the City Council have an interest in borrowing to fund the Highway 44 Water Main Replacement project before 2029, or is this a project that can wait for the water tower debt to be retired.
3. Is the City Council in agreement with showing a new shallow well project in the 2021-2022 timeframe recognizing the funding of this project may require some borrowing as it is not likely the reserve funds would be available for the entire project cost.
4. The draft Capital Improvement Program shows a Southwest Stormwater Drainage Improvements - Phase 2 project with an estimated cost of \$550,000. This project would focus on water quality through construction of several bioswales along and west of the Hatton Avenue corridor. The project would move forward on the proposed timeline if the City is able to obtain sponsored project funding in conjunction with its Wastewater Treatment Facility Improvement project. The City will need to commit additional stormwater funds or general obligation debt proceeds for the project or limit the size of the project to the available sponsored project funding.

The sponsored project funding cannot exceed 10% of the loan amount for the Wastewater Treatment Facility Improvement project meaning the maximum sponsored project funding would be in the range of \$300,000. The writer assumes if the sponsored project funding is not received this project will be postponed until beyond the 5 year period.

Cindy Riesselman
November 14, 2017
Page 5

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

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:pjh

212160

Enclosure

cc: Ralph Brown – w/enclosure

A		B		C	D	E		F	G	H	I	J	K
CITY OF DALLAS CENTER													
1. CAPITAL IMPROVEMENTS PROGRAM													
2. PRIORITY PROJECTS													
3.	Priority												
4.	No.	Project		Estimated Cost	Funding Sources	FY	2018-2019	FY	2020-2021	FY	2022-2023	On or After FY 2023-2024	Comments
5.													
6.													
7.													
8.	1	Wastewater Treatment Plant		\$3,250,000	Sewer		\$1,250,000		\$2,000,000				SRF Sewer Revenue Loan
9.	2	Highway 44 Distribution Main Replacement		\$1,100,000	Water							\$1,100,000	Wait for and of lower debt in 2029 or earlier with SRF loan
10.	3	Southwest Stormwater Drainage Improvements - Phase 2		\$500,000	General Stormwater				\$250,000				SRF Sponsored Project and GO Debt or reduce projects to sponsored project funding
11.	4	Backwash Treatment for Water Plant		\$125,000	Water		\$125,000						Water Reserves
12.	5	Truck for Snow Removal		\$160,000	Road Use, General, Reserves								About half of cost in Depreciation Fund
13.	6	Fairview Drive Sewer Extension to Highway 44		\$150,000	Sewer								May move earlier if City uses sewer reserves
14.	7	New Shallow Well		\$175,000	Water					\$175,000			Reserves and/or Water SRF Loan
15.	8	HMA Paving of South End of Fairview Drive - Phase 1		\$750,000	Road Use, General				\$175,000				Road use and General Fund Reserves - not debt financed if possible due to projects due
16.	9	Public Works building		\$100,000	General, Reserves							\$750,000	Combination of GO debt and Reserves
17.	10	Sewer Rehabilitation - Lining		\$3,200,000	Private, Other							\$100,000	May move earlier if City uses sewer reserves
18.	11	Swimming Pool		\$4,000,000	Private, Other							\$9,200,000	Depends on Fundraising
19.	12	New Library										\$4,000,000	Depends on Fundraising
20.													
21.				\$13,685,000			\$1,875,000		\$2,460,000	\$175,000	\$0	\$9,360,000	

IN THE IOWA DISTRICT COURT FOR DALLAS COUNTY

CITY OF DALLAS CENTER, IOWA, Plaintiff /Petitioner	:	EQUITY NO. EQCV 040707
	:	
v.	:	ORDER AWARDING
	:	TITLE TO ABANDONED
ROXANNA LEE WOODS, VINCENT WOODS, VICTOR WOODS, ACC11, LLC, and ADEL ASSISTED LIVING & NURSING, LLC d/b/a ADEL ACRES CARE CENTER, Respondents.	:	PROPERTY TO THE CITY OF DALLAS CENTER, IOWA
	:	

BE IT REMEMBERED on the 5th day of December, 2017, the Petition of the City of Dallas Center, Iowa, for Title to Abandoned Property came before the Court for hearing pursuant to an Order Setting Hearing dated November 15, 2017. Based on the evidence presented by Petitioner City of Dallas Center and a review of the Court file, the Court FINDS:

1. This is a proceeding commenced by the City of Dallas Center, Iowa, pursuant to Iowa Code Section 657A.10A alleging that certain real estate is abandoned and that title thereto should be awarded thereto to the City of Dallas Center, Iowa.

2. The Petitioner, City of Dallas Center, Iowa, is an Iowa municipal corporation.

3. The Court has jurisdiction to subject matter and the parties to this action.

4. Roxana Lee Woods, as the surviving joint tenant of Cecil Doyle Woods is the record titleholder of real estate located at 204 15th Street, Dallas Center, Iowa, legally described as follows ("Subject Property"):

Lot 7 in Block 59 in the Town, now City of Dallas Center, Dallas County, Iowa

5. Respondent Roxanna Lee Woods on October 20, 2017, filed her Acceptance of Service of Original Notice in which she also acknowledged that she was the sole owner of the real estate (the "Subject Property") described in the Petition; that the buildings on the

Subject Property are abandoned, vacant, and dilapidated; and that she consented to the Court entering an Order awarding title to the Subject Property to the City of Dallas Center, Iowa.

6. Respondent Vincent Woods was personally served with the Original Notice and Petition on October 20, 2017.

7. Respondent Victor Woods was personally served with the Original Notice and Petition on September 23, 2017.

8. Respondent ACCII, LLC filed its Acceptance of Service of Original Notice on September 13, 2017.

9. Respondent Adel Assisted Living & Nursing, LLC d/b/a Adel Acres Care Center was personally served with the Original Notice and Petition on September 11, 2017.

10. As required by Iowa Code Section 657A.10A the City of Dallas Center filed its Verified Statement with the Dallas County Treasurer with respect to a tax sale certificate of purchase for the property; the Dallas County Treasurer executed his Receipt and Acknowledgement of the Petition and Verified Statement, which was filed in this proceeding on September 18, 2017. The Dallas County Treasurer has further acknowledged that his office has made an entry in the County system cancelling the tax sale of the Subject Property, and that the purchase money has been refunded to the tax sale certificate holder.

11. Proof of all personal services and acceptances of services is on file with the Clerk of this Court.

12. More than twenty (20) days have elapsed since all Respondents were personally served or filed their Acceptance of Service, and all Respondents with an interest in the Subject Property are in default; and more than sixty (60) days have elapsed since the filing of the Petition.

13 No Respondent has made a good faith effort to rehabilitate the buildings on the Subject Property or to comply with the Orders of the City of Dallas Center.

14. There are situated on the Subject Property abandoned buildings within the meaning of Iowa Code Chapter 657A. The undisputed facts in this case show that the Subject Property is abandoned pursuant to Section 657A.10A(3) of the Code of Iowa.

IT IS, THEREFORE, ORDERED, JUDGED AND DECREED that pursuant to Iowa Code Section 657A.10A the Subject Property located at 204 15th Street in Dallas Center, Iowa, and legally described as:

Lot 7 in Block 59 in the Town, now City of Dallas Center, Dallas County, Iowa has been and is abandoned and that judgement is hereby entered for the City of Dallas Center, Iowa, awarding title to the City of Dallas Center, Iowa, as absolute and unqualified owner in fee simple of the Subject Property, free and clear of all liens and claims of the Respondents and each and all of them; and that the Respondents , known and unknown, and each and all of them, are forever barred and stopped from having or claiming any right, title, or interest in and to the Subject Property, or any part thereof, or any lien or encumbrance thereon.

IT IS FURTHER ORDERED, JUDGED, AND DECREED that the Clerk of Court shall issue a Certificate of Change of Title to the Subject Property herein with title vesting in the City of Dallas Center, Iowa, pursuant to Iowa Code Chapter 657A.



State of Iowa Courts

Type: OTHER ORDER

Case Number	Case Title
EQCV040707	CITY OF DALLAS CENTER V. ROXANNA LEE WOODS ET AL

So Ordered

A handwritten signature in black ink, appearing to read "Brad McCall", is written over a horizontal line.

Brad McCall, District Court Judge,
Fifth Judicial District of Iowa

COPY

Prepared by
And return to: Ralph R. Brown, P. O. Box 250, Dallas Center, Iowa 50063 Telephone: (515) 992-3728
Address Tax Statements to: City of Dallas Center, P. O. Box 396, Dallas Center, Iowa 50063

IOWA DISTRICT COURT FOR DALLAS COUNTY

CITY OF DALLAS CENTER, IOWA,	:	Case No. EQCV 040707
Plaintiff /Petitioner	:	
	:	
v.	:	CERTIFICATE OF CHANGE
	:	OF TITLE
ROXANNA LEE WOODS, VINCENT WOODS,	:	
VICTOR WOODS, ACC11, LLC,	:	
and ADEL ASSISTED LIVING & NURSING, LLC	:	
d/b/a ADEL ACRES CARE CENTER,	:	
Respondents.	:	

STATE OF IOWA, COUNTY OF DALLAS, ss:

TO THE AUDITOR OF DALLAS COUNTY, IOWA:

I hereby certify that the title to the real estate hereinafter described, has been changed to and established in THE CITY OF DALLAS CENTER, IOWA, a Municipal Corporation, free and clear of all liens and claims.

In accordance with the provisions of Section 558.66 of the Iowa Code, you shall enter the change of title upon the transfer books.

The legal description of the real estate herein is as follows:

Lot 7 in Block 59 in the Town, now City of Dallas Center, Dallas County, Iowa

Change of Title to the above-described real estate was made pursuant to the Order entered by the Court on December 5, 2017, awarding Title to Abandoned Property to the City of Dallas Center, Iowa, pursuant to Iowa Code Section 657A.10A.

IN TESTIMONY WHEREOF, I have attached my official signature and affixed my official seal, on December 5, 2017.

Anna Butler
Clerk of the District Court

By: Timothy J. III
Deputy



Iowa Demolition Inc.

Phone: 515-729-9268

Fax: 515-265-0440

1901 Easton Blvd.

Des Moines, IA 50316

Bid #16027

March 7, 2016

Ed Leedom
City of Dallas Center

RE: PROPOSAL FOR DEMOLITION
204 15th St
Dallas Center, Iowa

We are pleased to provide this proposal to the city of Dallas Center, Iowa ("General Contractor") for the removal of the building located at 204 15th St. in Dallas Center, Iowa

Iowa Demolition ("Contractor") will:

- Provide the equipment and labor necessary to clean up and remove the debris located at 204 15th St. in Dallas Center, Iowa. A scope of work for this proposal is listed below as **Attachment A**.
- Identify haul routes and dumping locations to General Contractor prior to start of work. All hauling and disposal shall be in accordance with state, local, and federal laws, codes, ordinances or regulations.
- Cooperate with other private and public contractors performing work in conjunction with this project.
- Provide all the necessary permits required by the city of Dallas Center, Iowa and any other ruling governmental agencies.
- Take adequate safety precautions for pedestrians and vehicular traffic as warrants.

- Oversee all clean up and site control associated with this work including but not limited to street cleaning and dust control.
- Own any salvage associated with the demolition of this project or clean up in its current state.
- Honor the quote contained herein for 30 days from the date of this proposal.

Contractor will not:

- Remove or manage the removal of items identified to be hazardous materials by any governmental agency. In the event Contractor encounters hazardous materials, Contractor may, at its sole discretion, discontinue work on the site. Contractor will promptly notify General Contractor of the identification of hazardous materials. In the event work by Contractor is delayed, Contractor shall be entitled to an increase in the contract price for additional mobilization to the site. In the event the delay due to hazardous materials exceeds 30 days, Contractor shall be entitled to payment for work performed from the commencement of the project to the time work is suspended.
- ♦ Be responsible for any asbestos surveys or removal.
- ♦ Be responsible for removal or disposal of trees at the site.
- ♦ Be responsible for the import or export of any soils at the site.
- ♦ Be responsible for any testing.
- ♦ Be responsible for any soil erosion prevention plan or execution thereof.
- ♦ Be responsible for any damaged paving from normal demolition activity.
- ♦ Be responsible for any fencing.

General Contractor to provide:

- ♦ Access to the site.
- ♦ Provide payment within thirty days of invoice by the contractor. Invoices not paid in thirty days are subject to a 1.5% monthly (18% annually) interest.

Indemnification

Upon acceptance of this proposal and commencement of the work, Contractor agrees to hold harmless, indemnify, and defend the General Contractor and its employees while Contractor is acting within the scope of its duties from and against any and all liability claims, damages, and costs of defense arising out of the Contractor's performance of the scope of work described herein.

Cost of services to be performed as described in this proposal:

- Iowa Demolition base bid price for 204 15th St. : **\$ 9,700.00**
- Add Alternate for Sewer and Water Disconnections: **\$ 4,500.00**
- This bid includes one mobilization: if there are work stoppages that are no fault of Iowa Demolition there will be additional mobilization charges. Please feel free to contact me regarding any scheduling issues or concerns.

Indicate your acceptance of this proposal by signing below and returning an original to me. Upon receipt of a signed proposal we will get the project scheduled at a mutually agreeable date.

Thank you for this opportunity to bid this project. If you should have any questions, need clarification or would like to discuss this project further, please feel free to contact me. I can be reached at 515-729-9268

Respectfully,

Wayne D. McIntosh

Acceptance of Proposal

Undersigned, _____, hereby accepts this proposal and agrees to be bound by the terms and conditions contained herein. This agreement shall only be amended in writing and effective only when signed by the Contractor and General Contractor.

Dated this ____ day of _____, 2016

By: _____
Its: _____

Attachment A
Iowa Demolition Scope of Work
204 15th St.
Dallas Center, Iowa

Base Bid: \$9,750.00

Iowa Demolition will be responsible for:

- A) The razing of the house and garage structure at the site
- B) The removal of the slab and footings of the structures
- C) The trucking and disposal of the materials generated.

Add Alternate #1; \$4,500.00

Iowa Demolition will be responsible for:

- A) The disconnection of the sanitary sewer and city water supply in accordance with the city of Dallas Center specifications.

**** No backfill or seeding is included in this proposal**