

AGENDA
Dallas Center City Council
December 10, 2019 –7:00 pm – Memorial Hall

PUBLIC HEARING - on Plans and Specifications, Proposed Form of Contract and Estimate of Cost for construction of the Hatton Avenue Storm Sewer Extension Project

PUBLIC HEARING - on proposed Amendment No. 6 to the Dallas Center Urban Renewal Plan in the City of Dallas Center, Iowa.

1. Pledge of Allegiance
2. Roll call
3. Action to approve agenda
4. Action to approve consent agenda
 - a. Approve minutes of November 12th regular meeting and November 9th, 21st and December 4th special meetings
 - b. November Treasurer's Report
 - c. November Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Approve invoices for payment (review committee Kluss and Bagby)
5. Administration of Oath of Office to Council Member Ryan Coon (term beginning January 1, 2020)
6. Administration of Oath of Office to Council Member Ryan Kluss (term beginning January 1, 2020)
7. Administration of Oath of Office to Council Member Danny Beyer (term beginning January 1, 2020)
8. Public Communications and Concerns [Anyone wanting to address the council should raise your hand, and the Mayor will acknowledge you. Please stand, state your name, address and topic. You will have two minutes to address the Mayor and Council.]
9. Tom Jorgensen - Greater Dallas County Alliance annual update
10. Ron Nielsen-request to amend the City's Urban Revitalization Plan to include Lots 1 and 2 (formerly Lots 1, 2, and 3) of Country Livings Estates (zoning changed from commercial to residential), and possible action thereon
11. Public Works Report
12. Hatton Avenue Storm Sewer Extension
 - a. Engineer's Report
 - b. Action on Resolution 2019-64 – adopting plans, specifications, form of contract and estimate of costs
 - c. Consideration of construction bids
 - d. Action on Resolution 2019-65 – making award of construction contract
 - e. Action on Resolution 2019-66 – approving construction contract and bond [subject to approval of the City Attorney]
13. Water System Improvements – Shallow Well No. 11
 - a. Engineer's Report
 - b. Action on Resolution 2019-67 – ordering construction of the Water System Improvements-Shallow Well No. 11 and fixing a date for hearing thereon [7 p.m. on January 14, 2020] and taking of bids therefor [January 9, 2020]
 - c. Action on Resolution 2019-68 – approving No-Spray Agreement with Dallas County, Iowa, on Midland Trail within 200-foot radius of Well No. 11 as required by Iowa Department of Natural Resources
 - d. Action on Resolution 2019-69 – approving Agreements with William G. Scott, The Seven Hills Trust, and Haldeman Farms, LLC over 200-foot radius of Well No. 11 as required by Iowa Department of Natural Resources
14. Wastewater Treatment Facility Improvements – Engineer's Report

15. Exchange of City-owned land for Eby Land Company land near Wastewater Treatment Plan
 - a. Action on Resolution 2019-70 – approving Plat of Survey of Parcel 19-118 (owned by the City of Dallas Center)
 - b. Action on Resolution 2019-71 – approving Plat of Survey of Parcel 19-119 (owned by Eby Land Company)
 - c. Action on Resolution 2019-72 – proposing to dispose of certain City property (Parcel 19-118) by exchanging the parcel, without further consideration) for Parcel 19-119 owned by Eby Land Company and setting a public hearing thereon for 7 p.m. on January 14, 2020
16. Amendment No. 6 to the Urban Renewal Plan by adding the Wastewater Treatment Facility Improvement Project and the Swimming Pool Improvement Project as possible urban renewal projects and amending the legal descriptions accordingly
 - a. Mayor’s Report on Consultation Meeting
 - b. Action on Resolution 2019-73 – adopting Amendment No. 6 to the Urban Renewal Plan
17. \$3,025,000 Sewer Revenue Capital Loan Notes, Series 2020
 - a. Action on Resolution 2019-74 – approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Dallas Center, Iowa, and the Iowa Finance Authority, and authorizing and providing for the issuance and securing of payment of \$3,025,000 Sewer Revenue Capital Loan Notes, Series 2020, of the City of Dallas Center, Iowa, under the provisions of the City Code of Iowa, and providing for a method of payment of said Notes, and approving form of Tax Exemption Certificate
18. Fair View Drive Sanitary Sewer Extension Project
 - a. Engineer’s Report
 - b. Approve Partial Payment Estimate No. 4 – Thorpe Water Development - \$ 27,217.12
19. First Presbyterian Church Water Main
 - a. Engineer’s Report
 - b. Receipt of assurance to complete necessary groundwork and seeding
 - c. Action to reimburse First Presbyterian Church in the amount of \$20,896
20. Engineer’s Report – other matters
21. Discussion and possible action – requesting Plan and Zoning Commission to study and make recommendations to modify requirements of the C-2 zoning district
22. Action to approve Ordinance No. 539 – amending Chapter 170 of the Code of Ordinances to add certain stormwater detention, drainage areas design, and as-constructed plan drawings requirements with respect to subdivision plats and to require construction of shadow conduit in subdivisions to facilitate broadband communication, second reading
23. Action on Resolution 2019-52 – establishing shadow conduit policy and guidelines (to be acted upon on final passage of Ordinance No. 539)
24. Action to approve Ordinance No. 540 - increasing the water rate charged by the city effective February 16, 2020, first reading
25. Action to approve Ordinance No. 541 – providing for a stop sign at the entrance of 11th Street to Linden Street, first reading
26. Action to approve Resolution 2019-75 – amending Resolution 2018-33 authorizing the Clerk to issue checks for immediate payment of certain amounts due, specifically bond fees which now are separately charged from bond principal and interest
27. Burkett Trust Land Acquisition
 - a. Report of completion of land acquisition
 - b. Action to lease farm ground to Lance E. Studer for 2020 crop year at \$220 cash rent per tillable acre and authorizing Mayor and Clerk to sign lease agreement
28. Discussion and action to approve Resolution 2019-76 – 28E Agreement with Dallas County for mutual assistance
29. Action to approve Resolution 2019-77 - elevator maintenance contract renewal with Otis Elevator

30. Action to approve Resolution 2019-78 – Service Agreement for FMCSA Drug and Alcohol Clearinghouse Services with CJ Cooper
31. City Clerk - review changes to budget process under new state law
32. Fire Department - discussion and possible action on Fire Department air pack purchase not to exceed \$50,000
33. Capital Improvements Plan – process for Council to narrow focus at January meeting
34. Action to establish a two-person council committee to prioritize sidewalk construction needs
35. Council reports
 - a. Update from the internet/fiber optic committee
 - b. Update from committee on the 28E Agreement with the School
 - c. Update on Walnut Street music
36. Mayor's report
 - a. Set January Budget Workshops January 6th and 7th (tentative depending on when we receive valuations)
37. Adjournment

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	Dec Serv	\$225.00
Access Systems Leasing	Dec Serv	\$336.54
Agsources Cooperative Svcs	Tests	\$320.50
Ahlers & Cooney, Pc	Training	\$140.00
Arnold Auto Supply	Repairs	\$53.95
Aztec Signs	Plow Truck	\$120.00
Baker & Taylor Co.	Books	\$644.18
Mmit Business Solutions	Dec Serv	\$103.92
Bay Bridge Administrators	Insurance	\$100.42
Brown Fagen & Rouse Trust	Land Purchase	\$92,376.00
Brown, Fagen & Rouse	Dec Serv	\$2,641.00
Centurylink	Dec Serv	\$525.10
Cintas	Oct Serv	\$112.48
Civicplus, Inc	Website	\$4,500.00
Cj Cooper & Associates	Annual Fee	\$60.00
Core & Main	Tools	\$30.37
Culligan Water System	Dec Serv	\$46.55
Dallas County Treasurer	Nov Serv	\$17,462.67
Delta Dental	Insurance	\$30.20
Delta Dental	Insurance	\$473.84
Digital Stew Services	Dec Serv	\$98.55
Dmc Welding & Repair Llc	Repairs	\$286.87
Eftps	Taxes	\$3,194.21
Eftps	Taxes	\$4,069.59
Fastenal Company	Supplies	\$27.28
Gatehouse	Oct Serv	\$518.94
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$28.52

Grainger	Repairs	\$267.70
Gworks	Supplies	\$152.14
Hawkeye Truck Equipment	Lights	\$400.00
Heartland Co-Op	Nov Serv	\$1,444.22
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Hofland, Joel	Hsa	\$50.00
Hsa Riesselman, Cindy	Hsa	\$150.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$183.33
Hsa Steele, Kathy	Hsa	\$100.00
Iowa Finance Authority	Bond Interest	\$4,515.00
Iowa Finance Authority	Bond Interest	\$393.75
Iowa Finance Authority	Bond Interest	\$157.50
IOWA RURAL WATER Assoc	DUES	\$275.00
Ipers	Ipers	\$4,789.34
Iron Mountain	Nov Serv	\$65.17
Karen Mccleary	Nov Serv	\$475.00
Koch Office Group	Copies	\$134.98
Leaf	Contract	\$102.08
Ed Leedom	Nov Serv	\$436.90
Mark's Nursery	Trees	\$560.00
Menards	Supplies	\$148.85
Midamerican Energy	Oct Serv	\$1,243.73
Midamerican Energy	Nov Serv	\$3,040.23
Moss Bros, Inc	Repairs	\$47.96
Municipal Supply Inc	Meters	\$1,040.00
Napa Auto Parts	Supplies	\$51.91
Nationwide Retirement Sol	Deferred Comp	\$450.00
O'halloran International,	Repairs	\$599.35
Office Depot	Supplies	\$258.37
Praxair Distribution	Nov Serv	\$31.67
Rhinehart Excavating, Inc	Repairs	\$846.34
Cindy Riesselman	Training	\$49.88
Sales Tax	Taxes	\$1,904.21
Treasurer - State Of Iowa	Taxes	\$886.81
Sandry Fire Supply	Equip	\$279.80
State Of Iowa Elevator Safety	2019 Serv	\$175.00
Storey Kenworthy	Supplies	\$75.48
Umb	Bond Interest	\$16,830.00
Umb	Bond Interest	\$37,137.50
Umb	Bond Fee	\$250.00
Umb Bank Na	Bond Fee	\$250.00
Uhs Premium Billing	Insurance	\$8,375.92
Veenstra & Kimm	Repairs	\$7,641.71
Verizon Wireless	Oct Serv	\$160.04

Treasurer - State of Iowa	Taxes	\$1,124.00
Waste Management	Nov Serv	\$17,676.95
Wellmark Blue Cross	Insurance	\$373.04
Wellmark Bcbs	Insurance	\$7,489.25
Wells Fargo	Equip/Supplies	\$1,893.90
	Total	\$253,700.57

General	\$58,520.42
Cap Improve	\$92,417.00
Rut	\$2,258.76
T&A(Eb)	\$15,897.90
Debt Service	\$54,625.00
Water	\$22,339.79
Sewer	\$7,543.98
Storm District	\$97.72
Total Funds	\$253,700.57

Revenues	
General Total	\$40,248.12
T&A (Pd) Benevolent Total	\$1.36
T&A(Ft) Total	\$37,113.83
T&A(Sc) Total	\$20.29
Capital Improvement Total	\$58,068.21
T&A(SI) Total	\$593.97
Rut Total	\$17,803.98
T&A(Eb) Total	\$1,201.21
Emergency Levy Fund Total	\$134.44
Local Option Sales Tax Total	\$77,260.93
Tif Total	\$1,072.07
Burnett Project Total	\$327.94
T&A(Bc) Total	\$113.50
T&A(Burnett Cap Imp) Total	\$163.37
T&A(Pd) Total	\$0.00
Rec Trail Total	\$0.00
Debt Service Total	\$1,137.27
T&A(B) Total	\$4.70
T&A(Y) Total	\$4.82
Water Total	\$36,466.21
Sewer Total	\$25,058.13
Storm District Total	\$4,857.93
Total Revenue by Fund	\$301,652.28

Mayor Kidd opened a public hearing at 7:00 pm on November 12, 2019 as advertised for the purpose of hearing comments on proposed amendment to Chapter 170 of the Code of Ordinances (Subdivision Provisions) to require sub-dividers to construct shadow conduit to facilitate broadband communication and to add other requirements on stormwater detention, drainage areas design, and as-constructed plan drawings. The city did not receive any written comments. The Mayor asked for oral comments, there being none, he declared the hearing closed at 7:01 pm.

Mayor Kidd opened a public hearing at 7:01 pm on November 12, 2019 as advertised for the purpose of hearing comments on proposal to dispose of a certain portion of right-of-way in the Raccoon River Valley Trail by an Easement Agreement to Qwest Corporation d/b/a Century Link QC for communications purposes. He asked for written comments, there were none. The Mayor asked for oral comments, Julie Becker asked several questions. Kidd declared the hearing closed at 7:04 pm.

The Dallas Center City Council met in regular session November 12, 2019 at 7:04 pm. Mayor Kidd called the meeting to order and led the pledge of allegiance. Council members present included David Bagby, Ryan Coon, Curtis Pion and Danny Beyer. Ryan Kluss was present via telephone.

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

Motion by Pion, 2nd by Coon to approve consent agenda [approve minutes of October 8th regular meeting and October 29th and October 31st special meetings; October Treasurer's Report; October Law Enforcement, Fire/Rescue, Compliance and Water Reports; approve Mayor's reappointment of Susan Collins to the Parks and Recreation Board (term expires December 31, 2022); approve Mayor's reappointment of Mark Mernone to the Parks and Recreation Board (term expires December 31, 2022); action to approve applying for the MidAmerican Energy Trees Please grant; approve invoices for payment (review committee Coon and Beyer)]. Motion passed 5-0.

Motion by Pion, 2nd by Beyer to approve Council's appointment of Kristi Northway to fill Sylvia Miller's vacancy on the Plan and Zoning Board, term expires October 1, 2021. Motion passed 5-0.

Public Communications and Concerns-Bob Haxton gave comments on the appeal board and minutes. Gary Park discussed 230th Street. Julie Becker gave comments on the appeal board, resolution 2019-53 and minutes.

Bob King with Healthy Hometown/SAILDC stated that they won't be able to do a congregate meal program at this time.

Kluss dropped off the call momentarily at 7:13 pm.

Motion by Beyer, 2nd by Bagby to approve a three-year extension on the sidewalk completion agreement in The Neighborhood (current completion date is November 1). Ayes-Beyer, Kluss, Bagby and Coon. Pion abstained. Motion passed 4-0.

Brian Slaughter reported on public works activities –prepared the snow equipment and cleared snow. He also reported that the new plow truck was received and has been sent back due to an issue with the wing. They have also been working on restroom closings, Burnett Complex dugouts, building a sign trailer, found and repaired several water leaks including one major leak at the Neighborhood, stabilized a bad area on 230th and made some improvements on Fair View Drive.

Wastewater Treatment Facility Improvements

Veenstra reported that the council and the city's financial advisor had discussed several finance options and a possible project extension. Kluss and Veenstra have been in contact with the DNR regarding an extension and were told that the city is eligible for a six-month extension. Anything beyond a six-month extension would require us to show we are a disadvantaged community. Council discussed whether an extension would benefit the city. Veenstra has researched the Disadvantaged Community Program and the city does not qualify. Veenstra also reached out to several contractors regarding a possible rebid and found very little interest.

Motion by Pion, 2nd by Coon to approve Resolution 2019-49 – making award of construction contract in the amount of \$4,092,180.00 which incorporates the deduct change order of \$203,820.00. Roll call ayes-Coon, Bagby, Kluss and Pion. Nay-Beyer. Motion passed 4-1.

Motion by Coon, 2nd by Pion to defer action on Resolution 2019-50 – approving construction contract and bond [subject to approval of the City Attorney] until December. Roll call all ayes, motion passed.

Amendment No. 6 to the Urban Renewal Plan (adding Wastewater Treatment Facility and Swimming Pool)

Veenstra gave an overview of the urban renewal area on Amendment No. 6. Under Iowa law when we add area or a project, we have to amend the plan. This is not a commitment for any project, just an option for funding. He also reviewed the process of amending the plan.

Motion by Beyer, 2nd by Pion to approve Resolution 2019-53 – setting dates of a consultation (November 25) and a public hearing at 7 p.m. on December 10, 2019 on proposed Amendment No. 6 to the Dallas Center Urban Renewal Plan in the City of Dallas Center, Iowa. Roll call all ayes, motion passed.

Water Treatment Plant Backwash Improvements Project

Veenstra reported that the project is complete.

Motion by Bagby, 2nd by Beyer to approve Partial Payment Estimate No. 5 (Final) – Thorpe Water Development - \$9,407.37. Motion passed 5-0.

Motion by Beyer, 2nd by Coon to approve Resolution 2019-54 – accepting the Water Treatment Plant Backwash Improvements Project. Roll call all ayes, Motion passed 5-0.

Motion by Beyer, 2nd by Coon authorizing the Mayor to sign the Certificate of Completion. Motion passed 5-0.

Motion by Bagby, 2nd by Pion authorizing the clerk to pay the retainage in 31 days (\$8,064.50). Motion passed 5-0.

2019 Street Improvements Project (asphalt overlay)

Veenstra reported that the project is complete.

Motion by Pion, 2nd by Beyer to approve Partial Payment Estimate No. 2 (Final) – Des Moines Asphalt - \$1,900.00. Motion passed 5-0.

Motion by Pion, 2nd by Beyer to approve Resolution 2019-63 – accepting the 2019 Street Improvements Project. Roll call all ayes, motion passed.

Motion by Pion, 2nd by Beyer authorizing the Mayor to sign the Certificate of Completion. Motion passed 5-0.

Motion by Beyer, 2nd by Bagby authorizing the clerk to pay the retainage in 31 days (\$14,221.75). Motion passed 5-0.

Fair View Drive Sanitary Sewer Extension Project

Veenstra reported the project is slowing progressing.

Motion by Beyer, 2nd by Coon to approve Partial Payment Estimate No. 3 – Thorpe Water Development – \$44,071.21. Motion passed 5-0.

First Presbyterian Church Water Main

Veenstra reported that the water main is in, surface work still needs to be completed, and we have not received a pay estimate.

Hatton Avenue Storm Sewer Extension Project

Veenstra reported the date for rebid has been set on December 4th and the hearing will be on December 10th.

Motion by Pion, 2nd by Beyer to approve Resolution 2019-55 – ordering construction of the Hatton Avenue Storm Sewer Extension Project, and fixing a date for hearing thereon [7 p.m. on December 10, 2019] and taking of bids therefor [December 4, 2019]. Roll call all ayes, motion passed.

Well 11 Project

Veenstra reported we are looking at a December/January cycle, they are finishing up the design and Attorney Brown is working with abutting property owners to gain legal control within 200 ft radius of well.

No report on Southwest Stormwater Project-seeding, planting, and finishing as Progressive is nonresponsive.

Motion by Beyer, 2nd by Coon to approve Ordinance 538 – establishing a 3-member appeal board for property maintenance violations, second reading. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Pion to waive the third reading of Ordinance 538 – establishing a 3-member appeal board for property maintenance violations, making it effective upon publication. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Pion to approve Ordinance No. 539 – amending Chapter 170 of the Code of Ordinances to add certain stormwater detention, drainage areas design, and as-constructed plan drawings requirements with respect to subdivision plats and to require construction of shadow conduit in subdivisions to facilitate broadband communication, first reading. Roll call all ayes, motion passed.

Motion by Pion, 2nd by Coon to approve Resolution 2019-56 – disposing of an interest in a certain portion of right-of-way in the Raccoon River Valley Trail by an Easement Agreement to Qwest Corporation d/b/a Century Link QC for communications purposes. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Bagby to receive and review Auditor of State's Report on Applying Agreed-Upon Procedures for the period July 1, 2018, through June 30, 2019. Motion passed 5-0.

Motion by Pion, 2nd by Beyer to approve Resolution 2019-57 – approving Annual Financial Report for Fiscal Year 2018-2019. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Bagby to approve Resolution 2019-58 – approving the form of the amended Section 125 Cafeteria Plan (last approved by Resolution 2018-45). Roll call all ayes, motion passed.

Annual TIF Report

Council reviewed the annual report.

Motion by Beyer, 2nd by Pion to approve Resolution 2019-59 – incurring TIF indebtedness. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Bagby to approve Resolution 2019-60 – authorizing reimbursement of TIF expenses from the TIF Fund to the General Fund and Sewer Fund. Roll call all ayes, motion passed.

Motion by Pion, 2nd by Coon to establish TIF revenue request for FY 2020-2021. Motion passed 5-0.

Motion by Beyer, 2nd by Pion to approve Resolution 2019-61 – approving 2019 annual report to the State of Iowa. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Bagby to approve Resolution 2019-62 – approving FY20 budgeted fund transfers. Roll call all ayes, motion passed.

Council had discussion on correspondence from residents in Country Living Estates requesting a special property tax levy. Motion by Bagby, 2nd by Pion directing the mayor to send a response from the City. Motion passed 5-0.

Beyer and Pion will meet with the school, city staff and parks and recreation board to discuss the 28E Agreement with Dallas Center-Grimes Community School District and entering into an updated agreement.

Motion by Coon, 2nd by Pion to authorize Clerk to issue payment for purchase price in the amount of \$92,376.00 to Brown, Fagen & Rouse Trust Account for the land purchase from the Raymond W. Burkett Irrevocable Trust. Motion passed 5-0.

Motion by Pion, 2nd by Kluss to approve UnitedHealthCare HSA BSCZ Gold insurance plan for 2020 with all employee contributions remaining the same. The City will contribute \$5,000/family and \$2,500/single into each employee's HSA account; and approving Delta Dental Premier Plan B Plus with the City paying the same percentage as health coverage. Motion passed 5-0.

Council directed attorney Brown to draft an ordinance increasing water rates 4% effective February 16, 2020 and also having a 3% inflationary increase annually. Motion passed 5-0.

Beyer reported on meetings he's attended regarding fiber optics. Beyer and Coon will head the formation of an internet/fiber committee.

Motion by Pion, 2nd by Beyer to approve disposing of broken paper folder and HP LaserJet printer. Motion passed 5-0.

Council reports-no update on Walnut Street music, Pion stated he and Mayor Kidd had met with Sheriff Leonard and discussed cameras on city property.

Mayor's report-reminder of budget strategy session-Wednesday, December 4 at 6:30 pm.

Council set the capital improvement plan update meeting on December 4th after the budget strategy session.

Meeting adjourned at 8:52 pm.

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	Oct Serv	\$450.00
Access Systems Leasing	Nov Serv	\$572.86
Access Systems	Nov Serv	\$7.82
Acco	Supplies	\$312.50
Ventilation Services Of	Repairs	\$582.78
Aetna Behavioral Health, Llc	Ins	\$25.20
Agsources Cooperative Svcs	Tests	\$1,094.00

Arnold Auto Supply	Repairs	\$684.38
Baker & Taylor Co.	Books	\$813.63
Mmit Business Sol	Nov Serv	\$103.92
Bay Bridge Administrators	Ins	\$100.42
Ben Bright	Trees	\$1,120.00
Brown, Fagen & Rouse	Nov Serv	\$2,600.00
Capital City Equipment Co	Supplies	\$79.90
Center Point Large Print	Books	\$168.79
Central Salt, Llc	Salt	\$1,683.23
Centurylink	Nov Serv	\$573.52
Cintas	Oct Serv	\$112.48
City Of West Des Moines	Fy 19-20	\$1,734.00
Cj Cooper & Associates	Oct Serv	\$70.00
Core & Main	Repairs	\$616.61
Culligan Water System	Nov Serv	\$11.95
Dallas County Treasurer	Oct Serv	\$17,462.67
Delta Dental	Ins	\$30.20
Delta Dental	Ins	\$473.84
Digital Stew Services	Nov Serv	\$5,980.01
Dmc Welding & Repair Llc	Repair	\$399.22
Eftps	Taxes	\$3,412.08
Eftps	Taxes	\$3,370.38
Emergency Apparatus	Repairs	\$1,390.68
Mark Allen Fowler	Oct Serv	\$1,200.00
Gatehouse	Sept Serv	\$418.10
Gis Benefits	Ins	\$39.88
Gis Benefits	Ins	\$28.52
Grimes Asphalt	Cold Patch	\$1,236.62
Gworks	Annual Serv	\$5,200.48
Heartland Co-Op	Oct Serv	\$1,213.62
Hotsy Cleaning Systems	Repairs	\$17.16
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Hofland, Joel	Hsa	\$50.00
Hsa Riesselman, Cindy	Hsa	\$150.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$183.33
Hsa Steele, Kathy	Hsa	\$100.00
Inland Truck Parts & Service	Repairs	\$491.48
Interstate All Battery	Repairs	\$347.40
Michael Bevins	Trees	\$1,846.00
Iowa One Call	Sept Serv	\$82.80
Ipers	Ipers	\$4,936.24
Iron Mountain	Oct Serv	\$65.17
Karen Mccleary	Oct Serv	\$475.00
Kempker's True Value	Supplies	\$90.94

Kidd, Mike	Supplies	\$95.94
Kimball Midwest	Supplies	\$45.35
Leaf	Oct Serv	\$102.08
Ed Leedom	Oct Serv	\$528.65
Logan Contractors	Repairs	\$457.50
Luellen Enterprises, Inc.	Lights	\$1,325.61
Menards	Supplies	\$230.52
Midamerican Energy	Sept/Oct Serv	\$1,245.00
Midamerican Energy	Oct Serv	\$3,142.96
Moss Bros, Inc	Repairs	\$36.03
Municipal Supply Inc	Supplies	\$3,635.82
Napa Auto Parts	Supplies	\$413.91
Nationwide Retirement Sol	Deferred Comp	\$450.00
O'halloran International	Snow Plow	\$191,500.78
Office Depot	Supplies	\$76.20
Omg Midwest Inc	Oct Serv	\$1,900.00
Otis Elevator Company	2020 Contract	\$1,571.21
Praxair Distribution	Oct Serv	\$31.05
Raccoon Valley Bank	Easement	\$1.00
Racom Corporation	Pagers	\$10,372.50
Region Xii Cog	Training	\$75.00
Restroom Stalls And All	Repairs	\$6,151.00
Rhinehart Excavating, Inc	Supplies	\$2,671.56
Cindy Riesselman	Training	\$125.44
Rotary Club Of Dallas Center	Dues	\$222.00
Sales Tax	Taxes	\$1,810.37
Treasurer - State Of Iowa	Taxes	\$839.49
South Dallas County Landfill	Annual Serv	\$2,195.00
State Library Of Iowa	Oct Serv	\$227.25
Kathy Steele	Training	\$51.73
Strauss Safe & Lock Co.	Supplies	\$17.50
Thorpe Water Development	Oct Serv	\$53,478.58
Trugreen	Oct Serv	\$3,557.50
Uline	Supplies	\$380.67
Usa Blue Book	Supplies	\$592.87
Veenstra & Kimm	Oct Serv	\$9,683.41
Verizon Wireless	Oct Serv	\$182.74
Viking Automatic Sprinkler Co	Repairs	\$472.00
Treasurer - State Of Iowa	Taxes	\$1,176.00
Wageworks, Inc	Annual Fee	\$485.00
Waste Management	Oct Serv	\$831.44
Waste Management	Oct Serv	\$17,725.93
Wellmark Blue Cross	Ins	\$373.04
Wellmark Bcbs	Ins	\$7,489.25
Wells Fargo	Supplies/Postage	\$1,663.94

Total	\$394,000.63
General	\$95,735.73
Capital Improvement	\$91,200.00
Rut	\$110,616.36
T&A(Eb)	\$10,392.01
Water	\$28,881.71
Sewer	\$56,621.52
Storm District	\$553.30
Total by Fund	\$394,000.63

Revenues

General Total	\$364,505.29
T&A (Pd) Benevolent Total	\$1.24
T&A(Ft) Total	\$12.93
T&A(Sc) Total	\$18.47
Capital Improvement Total	\$246.16
T&A(SI) Total	\$38.61
Rut Total	\$20,173.79
T&A(Eb) Total	\$85,521.09
Emergency Levy Fund Total	\$10,745.67
Local Option Sales Tax Total	\$29,192.47
Tif Total	\$33,383.16
Burnett Project Total	\$298.57
T&A(Bc) Total	\$103.34
T&A(Burnett Cap Improve)	\$148.74
Debt Service Total	\$81,498.56
T&A(B) Total	\$4.28
T&A(Y) Total	\$4.38
Water Total	\$39,806.51
Sewer Total	\$28,735.14
Storm District Total	\$4,900.53
Total Revenue by Fund	\$699,338.93

Some members of the Dallas Center City Council gathered for the grand opening of Three Sisters Barn November 9, 2019 at approximately 1:00 pm. There was no quorum and no action was taken.

Cindy Riesselman, City Clerk

The Dallas Center City Council met in special session November 21, 2019 at 7:40 am. Mayor Pro-Tempore Ryan Kluss called the meeting to order. Council members present included David Bagby, Ryan Coon, Curtis Pion, Danny Beyer and Ryan Kluss.

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

Wastewater Treatment Facility Improvement

Motion by Bagby, 2nd by Beyer to rescind deferral to December 10 meeting of action to approve contract and bond. Motion passed 5-0.

Motion by Pion, 2nd by Beyer to approve Change Order No. 1 – C.L. Carroll Co., Inc – reduction of \$203,820. Motion passed 5-0.

Motion by Pion, 2nd by Bagby to approve Resolution 2019-50 – approving construction contract and bond. Roll call all ayes, motion passed.

Engineer Veenstra gave council an update regarding minor area modifications to the Urban Renewal Amendment per the Dallas County Auditor's Office request.

The meeting adjourned at 7:47 am.

Cindy Riesselman, City Clerk

The Dallas Center City Council met in special session December 4, 2019 at 6:30 pm. Mayor Kidd called the meeting to order. Council members present included David Bagby, Ryan Coon, Curtis Pion and Danny Beyer. Ryan Kluss was present via telephone.

The agenda was amended to include public communications after approving the agenda. Motion by Bagby, 2nd by Coon to approve the amended agenda. Motion passed 5-0.

Public comments –

Shelly Shivers commented on the cost and description for the library in the capital improvement plan that was approved in 2018. Council stated that information will be updated in the new plan.

Julie Becker had a question regarding a Facebook post.

Bob King distributed the Healthy Hometown Initiative task list.

Council conducted a budget strategy session. Some of the items discussed included maintaining the current levy rate, our levy rate history, surrounding communities levy rate comparison and the general fund balance. Council gave direction to department heads regarding including a narrative as well as equipment schedules with their budget requests. Council will set the budget workshops at the December 10th meeting.

Council also conducted a Capital Improvement Plan workshop. They identified several potential projects that they would like included as well as potential funding sources. They spoke at length about the water treatment and distribution systems. They also discussed connectivity and sidewalks within the community.

The meeting adjourned at 8:20 pm.

Cindy Riesselman, City Clerk

TREASURER'S REPORT
CALENDAR 11/2019, FISCAL 5/2020

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	961,198.36	40,248.12	187,589.46	75.38-	813,932.40
011 T&A (PD) BENEVOLENT	774.18	1.36	.00	.00	775.54
015 T&A(FT)	258,818.46	37,113.83	.00	.00	295,932.29
021 T&A(SC)	12,601.28	20.29	.00	.00	12,621.57
029 CAPITAL IMPROVEMENT	312,937.30	58,068.21	183,576.00	.00	187,429.51
041 T&A(SL)	18,391.30	593.97	.00	.00	18,985.27
110 RUT	180,997.73	17,803.98	110,615.09	.00	88,186.62
112 T&A(EB)	96,598.81	1,201.21	19,522.84	.00	78,277.18
119 EMERGENCY LEVY FUND	12,187.93	134.44	12,187.93	.00	134.44
121 LOCAL OPTION SALES TAX	321,509.36	77,260.93	.00	.00	398,770.29
125 TIF	55,746.22	1,072.07	.00	.00	56,818.29
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	628,682.26	327.94	.00	.00	629,010.20
168 T&A(BC)	748,497.88	113.50	.00	.00	748,611.38
169 T&A(BURNETT CAP IMPROVE)	641,471.17	163.37	.00	.00	641,634.54
177 T&A(PD)	.00	.00	.00	.00	.00
180 REC TRAIL	.00	.00	.00	.00	.00
200 DEBT SERVICE	137,746.84	1,137.27	53,967.50	.00	84,916.61
501 T&A(B)	14,917.16	4.70	.00	.00	14,921.86
502 T&A(Y)	12,990.63	4.82	.00	.00	12,995.45
600 WATER	548,767.78	36,466.21	41,063.94	.00	544,170.05
610 SEWER	611,839.39	25,058.13	68,235.06	.00	568,662.46
740 STORM DISTRICT	205,096.00	4,857.93	555.22	.00	209,398.71
Report Total	5,781,770.04	301,652.28	677,313.04	75.38-	5,406,184.66

BALANCE SHEET
CALENDAR 11/2019, FISCAL 5/2020

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	1,176.25-	17,742.47
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)	564.37	570.52
110-000-1110	CHECKING-RUT	.00	.00
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	8,454.59-	4,437.27-
119-000-1110	CHECKING-EMERG LEVY	.00	.00
121-000-1110	CHECKING-LOST	29,529.71	29,529.71
121-000-1111	CHECKING-LOST PROP TAX RELIEF	.00	.00
121-000-1112	CHECKING-LOST SWIM POOL	.00	.00
125-000-1110	CHECKING-TIF	982.32	982.32
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	.00	.00
167-000-1111	CHECKING-T&A(BURNETT REC/POOL)	.00	.00
168-000-1110	CHECKING-T&A(BURNETT LIBRARY)	.00	.00
169-000-1110	CHECKING-T&A(BURNETT CAP IMP)	.00	.00
177-000-1110	CHECKING-T&A(PD) FORFEITURE	.00	.00
180-000-1110	CHECKING-REC TRAIL	.00	.00
200-000-1110	CHECKING-DEBT SERVICE	157.50	157.50
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	4,557.12	13,885.60
600-000-1111	CHECKING-WATER SINKING	4,515.00	4,515.00
600-000-1112	CHECKING-T&A(M)	.00	.00
600-000-1113	CHECKING-WATER IMPROVEMENT	.00	.00
600-000-1114	CHECKING-WATER RESERVE	.00	.00
610-000-1110	CHECKING-SEWER	4,418.06	16,311.89
610-000-1111	CHECKING-SEWER SINKING	393.75	393.75
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	1,026.64-	4,508.62
	CHECKING TOTAL	34,460.35	84,160.11
001-000-1120	PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1160	SAVINGS-GENERAL	146,089.71-	386,089.93

BALANCE SHEET
CALENDAR 11/2019, FISCAL 5/2020

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	1.36	775.54
015-000-1160	SAVINGS-T&A(FT)	37,113.83	45,932.29
021-000-1160	SAVINGS-T&A(SC)	20.29	12,621.57
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	62,986.74-	8,250.10
029-000-1162	SAVINGS-DEPR PARK	1,005.53	3,437.32
029-000-1163	SAVINGS-DEPR SWIM POOL	14.86	9,245.97
029-000-1164	SAVINGS-DEPR P/W BLDG	68,552.76-	14,456.12
029-000-1165	SAVINGS-DEPR FIRE	5,011.32	7,040.00
041-000-1160	SAVINGS-T&A(SL)	29.60	18,414.75
110-000-1160	SAVINGS-RUT	16,397.11-	65,627.79
110-000-1161	SAVINGS-DEPR RUT EQUIP	76,414.00-	22,766.83
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	208.00-
112-000-1160	SAVINGS-T&A(EB)	9,867.04-	82,714.45
119-000-1160	SAVINGS-EMERG LEVY	12,053.49-	134.44
121-000-1160	SAVINGS-LOST	47,560.34	162,938.33
121-000-1161	SAVINGS-LOST PROP TAX RELIEF	.00	.00
121-000-1162	SAVINGS-LOST SWIM POOL	170.88	106,302.25
125-000-1160	SAVINGS-TIF	89.75	55,835.97
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	327.94	204,010.20
167-000-1161	SAVINGS-T&A(BURNETT REC/POOL)	.00	.00
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	113.50	70,611.38
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	163.37	101,634.54
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	.00	.00
200-000-1160	SAVINGS-DEBT SERV	52,987.73-	84,759.11
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)	4.70	2,921.86
502-000-1160	SAVINGS-T&A(Y)	4.82	2,995.45
600-000-1160	SAVINGS-WATER	9,154.85-	427,031.71
600-000-1161	SAVINGS-WATER SINKING	4,515.00-	21,996.18
600-000-1162	SAVINGS-T&A(M)	.00	4,053.88
600-000-1163	SAVINGS-WATER IMPROVEMENT	.00	10,487.68
600-000-1164	SAVINGS-WATER RESERVE	.00	62,200.00
610-000-1160	SAVINGS-SEWER	47,594.99-	128,645.10
610-000-1161	SAVINGS-SEWER SINKING	393.75-	26,733.13
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	5,329.35	204,890.09
	SAVINGS TOTAL	410,045.73-	2,451,924.55
001-000-1170	CD-GENERAL	.00	410,000.00
001-000-1171	CD-GENERAL	.00	.00
015-000-1170	CD-T&A (FT)	.00	200,000.00
015-000-1171	CD-T&A (FT)	.00	50,000.00
021-000-1170	CD-T&A (SC)	.00	.00
029-000-1170	CD-DEPR POLICE	.00	.00

BALANCE SHEET
CALENDAR 11/2019, FISCAL 5/2020

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
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	60,000.00
029-000-1174	CD-DEPR P/W BLDG	.00	.00
029-000-1175	CD-DEPR P/W BLDG	.00	20,000.00
029-000-1176	CD-DEPR FIRE	.00	65,000.00
110-000-1170	CD-RUT	.00	.00
110-000-1171	CD-DEPR RUT EQUIP	.00	.00
121-000-1172	CD-LOST SWIM POOL	.00	100,000.00
167-000-1170	CD-T&A(BURNETT REC)	.00	100,000.00
167-000-1171	CD-T&A(BURNETT REC/POOL)	.00	325,000.00
168-000-1170	CD-T&A(BURNETT LIBRARY)	.00	678,000.00
169-000-1170	CD-T&A(BURNETT CAP IMPROVE)	.00	500,000.00
169-000-1171	CD-T&A(BURNETT CAP IMPROVE)	.00	40,000.00
501-000-1170	CD-T&A (B)	.00	12,000.00
502-000-1170	CD-T&A (Y)	.00	10,000.00
600-000-1170	CD-WATER	.00	.00
600-000-1171	CD-WATER	.00	.00
610-000-1170	CD-SEWER	.00	300,000.00
		-----	-----
	CD'S TOTAL	.00	2,870,000.00
		=====	=====
	TOTAL CASH	375,585.38-	5,406,184.66
		=====	=====

BUDGET REPORT
CALENDAR 11/2019, FISCAL 5/2020

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-110-6010	POLICE-WAGES	120,536.00	10,044.58	40,178.32	33.33
001-110-6181	POLICE-CLOTHING	600.00	50.00	200.00	33.33
001-110-6210	POLICE-DUES,M'SHIPS, SPE	.00	.00	.00	.00
001-110-6230	POLICE-TRAINING	550.00	41.67	166.68	30.31
001-110-6310	POLICE-OFFICE RENTAL/MAI	.00	.00	.00	.00
001-110-6331	POLICE-VEHICLE OPERATION	24,000.00	1,975.17	7,900.68	32.92
001-110-6332	POLICE-VEHICLE/EQUIP REP	.00	.00	.00	.00
001-110-6371	POLICE-UTILITIES	300.00	.00	.00	.00
001-110-6373	POLICE-TELEPHONE	800.00	64.00	256.00	32.00
001-110-6419	POLICE-TECHNOLOGY SERVIC	2,820.00	233.33	933.32	33.10
001-110-6499	POLICE-RESERVE OFFICERS	.00	.00	.00	.00
001-110-6505	POLICE-PIONEER GRANT	.00	.00	.00	.00
001-110-6506	POLICE-OFFICE SUPPLIES	.00	.00	.00	.00
001-110-6507	POLICE-OPERATING SUPPLIE	2,100.00	173.33	693.32	33.02
001-110-6599	POLICE-PUBLIC RELATIONS	.00	.00	.00	.00
011-110-6599	T&A(PD) BENEVOLENT	.00	.00	.00	.00
029-110-6799	DEPR-POLICE EXPENSE	.00	.00	.00	.00
112-110-6110	POLICE-FICA	9,221.00	768.66	3,074.64	33.34
112-110-6130	POLICE-IPERS	11,945.00	948.22	3,792.88	31.75
112-110-6150	POLICE-GROUP INSURANCE	36,726.00	3,060.49	12,241.96	33.33
112-110-6155	CITY SHARE- HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	2,800.00	89.82	359.28	12.83
112-110-6170	POLICE-UNEMPLOYMENT	270.00	13.40	53.60	19.85
112-110-6181	POLICE-UNIFORM ALLOWANCE	.00	.00	.00	.00
177-110-6505	T&A(PD) FORFEITURES EXPE	.00	.00	.00	.00
	POLICE TOTAL	212,668.00	17,462.67	69,850.68	32.84
001-150-6010	FIRE DEPT-SALARIES	15,000.00	.00	690.00	4.60
001-150-6150	FIRE DEPT-GROUP INSURANC	715.00	.00	.00	.00
001-150-6210	FIRE DEPT-DUES	300.00	.00	.00	.00
001-150-6230	FIRE DEPT-TRAINING	3,000.00	.00	.00	.00
001-150-6310	FIRE DEPT-BUILDING MAINT	7,000.00	.00	506.73	7.24
001-150-6331	FIRE DEPT-VEHICLE OPERAT	3,000.00	133.83	584.89	19.50
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	1,390.68	2,428.89	22.08
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	127.28	631.07	39.44
001-150-6412	FIRE DEPT-HEALTH/FITNESS	1,000.00	.00	.00	.00
001-150-6415	FIRE DEPT-HYDRANT RENT	.00	.00	.00	.00
001-150-6419	FIRE DEPT-TECHNOLOGY SER	5,000.00	231.90	1,180.60	23.61
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	15,000.00	10,372.50	10,372.50	69.15
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	31.05	847.20	28.24
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	15,000.00	212.54	1,375.77	9.17
015-150-6505	T&A(FT)-EXPENSES	.00	.00	.00	.00
029-150-6504	DEPR-FD MINOR EQUIPMENT	50,000.00	.00	.00	.00
112-150-6110	FIRE-FICA	1,148.00	.00	52.83	4.60
112-150-6130	FIRE-IPERS	595.00	.00	10.90	1.83
112-150-6155	CITY SHARE- HSA	.00	.00	.00	.00
112-150-6160	FIRE-WORKER'S COMP	6,000.00	.00	400.00	6.67
	FIRE TOTAL	138,358.00	12,499.78	19,081.38	13.79
001-170-6407	BUILDING INSPECTION FEES	40,000.00	1,657.00	10,660.66	26.65
	BUILDING INSPECTIONS TOT	40,000.00	1,657.00	10,660.66	26.65
001-190-6499	ANIMAL IMPOUNDMENT	500.00	.00	63.85	12.77
	ANIMAL CONTROL TOTAL	500.00	.00	63.85	12.77

BUDGET REPORT
CALENDAR 11/2019, FISCAL 5/2020

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	PUBLIC SAFETY TOTAL	391,526.00	31,619.45	99,656.57	25.45
001-210-6010	STREETS-WAGES	39,454.00	3,431.98	18,790.87	47.63
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	222.00	404.50	57.79
001-210-6332	STREETS-VEHICLE MAINT	.00	.00	.00	.00
001-210-6417	STREETS-PROJECTS	100,000.00	.00	100,000.00	100.00
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	70.00	70.00	7.00
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,000.00	.00	1,002.27	100.23
021-210-6417	T&A(SC)-REFUNDS	1,000.00	.00	.00	.00
029-210-6710	DEPR-NON RUT EQUIP	90,000.00	90,000.00	90,000.00	100.00
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	284.48	1,096.91	36.56
110-210-6407	RUT-ENGINEERING	5,000.00	.00	.00	.00
110-210-6408	RUT-LIABILITY INSURANCE	.00	.00	.00	.00
110-210-6417	RUT-STREET REPAIRS/MAINT	223,000.00	5,808.18	181,210.73	81.26
110-210-6425	RUT-SIDEWALK IMPROVEMENT	2,000.00	.00	256.00	12.80
110-210-6490	RUT-13ST STREET SIDEWALK	.00	.00	.00	.00
110-210-6504	RUT-STREET EQUIP	.00	.00	.00	.00
110-210-6710	RUT-DEPR EQUIP EXPENSES	103,000.00	101,414.00	101,414.00	98.46
112-210-6110	STREETS-FICA - STREETS	3,018.00	262.54	1,468.09	48.64
112-210-6130	STREETS-IPERS	3,724.00	321.75	1,774.51	47.65
112-210-6150	STREETS-GROUP INSURANCE	9,362.00	1,472.26	4,314.67	46.09
112-210-6155	CITY SHARE- HSA	2,325.00	46.00	235.14	10.11
112-210-6160	STREETS-WORKER'S COMP	5,000.00	.00	400.00	8.00
112-210-6170	STREETS-UNEMPLOYMENT	.00	.00	.00	.00
112-210-6181	STREETS-UNIFORM ALLOWANC	400.00	.00	400.00	100.00
	ROADS, BRIDGES, SIDEWALK	592,983.00	203,333.19	502,837.69	84.80
110-230-6371	RUT-STREET LIGHTS	25,000.00	1,389.80	6,986.86	27.95
110-230-6509	RUT-STREET SIGNS	2,500.00	.00	1,846.27	73.85
	STREET LIGHTING TOTAL	27,500.00	1,389.80	8,833.13	32.12
110-250-6331	RUT-SNOW REM VEHICLE OPE	3,500.00	.00	.00	.00
110-250-6332	RUT-SNOW REM VEHICLE REP	4,000.00	35.40	35.40	.89
110-250-6499	RUT-SNOW REM CONTRACT LA	4,000.00	.00	.00	.00
110-250-6599	RUT-SNOW REM SUPPLIES	8,500.00	1,683.23	1,683.23	19.80
	SNOW REMOVAL TOTAL	20,000.00	1,718.63	1,718.63	8.59
001-290-6010	GARBAGE-WAGES	14,431.00	1,098.65	5,972.07	41.38
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	2,195.00	2,195.00	100.00
001-290-6418	GARBAGE-SALES TAX	5,000.00	372.51	1,864.38	37.29
001-290-6499	GARBAGE-FEES	210,000.00	17,477.75	87,457.46	41.65
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	.00	792.47	66.04
001-290-6508	GARBAGE-POSTAGE	1,500.00	.00	55.00	3.67
112-290-6110	GARBAGE-FICA	1,104.00	84.06	456.94	41.39
112-290-6130	GARBAGE-IPERS	1,362.00	103.72	563.79	41.39
112-290-6150	GARBAGE-GROUP INSURANCE	8,311.00	1,297.16	3,790.81	45.61
112-290-6155	CITY SHARE- HSA	1,850.00	29.00	144.00	7.78
	GARBAGE TOTAL	246,953.00	22,657.85	103,291.92	41.83
001-299-6010	GARAGE-WAGES	27,262.00	2,105.19	11,574.18	42.46
001-299-6310	GARAGE-BUILDING REPAIRS	5,000.00	.00	280.00	5.60
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	284.48	1,096.91	31.34
001-299-6332	GARAGE-VEHICLE REPAIRS	4,000.00	1,691.08	2,311.26	57.78

BUDGET REPORT
CALENDAR 11/2019, FISCAL 5/2020

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-299-6371	GARAGE-UTILITIES	3,000.00	86.44	462.21	15.41
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,000.00	465.20	3,986.41	99.66
001-299-6490	STREET TREES	23,000.00	2,966.00	3,341.00	14.53
001-299-6507	GARAGE-OPERATING SUPPLIE	5,000.00	183.02	3,014.48	60.29
029-299-6799	DEPR-P/W BLDG EXPENSE	125,000.00	93,576.00	93,576.00	74.86
112-299-6110	GARAGE-FICA	2,086.00	161.04	885.43	42.45
112-299-6130	GARAGE-IPERS	2,573.00	197.38	1,072.76	41.69
112-299-6150	GARAGE-GROUP INSURANCE	6,116.00	927.39	2,707.08	44.26
112-299-6155	CITY SHARE- HSA	1,463.00	29.01	141.37	9.66
112-299-6160	GARAGE-WORKER'S COMP	1,500.00	.00	.00	.00
	OTHER PUBLIC WORKS TOTAL	213,500.00	102,672.23	124,449.09	58.29
	PUBLIC WORKS TOTAL	1,100,936.00	331,771.70	741,130.46	67.32
001-350-6501	MOSQUITO SPRAYING	12,000.00	.00	205.00	1.71
	WATER,AIR,MOSQUITO CONTR	12,000.00	.00	205.00	1.71
	HEALTH & SOCIAL SERVICES	12,000.00	.00	205.00	1.71
001-410-6010	LIBRARY-WAGES	80,251.00	5,567.08	30,587.63	38.11
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	5,000.00	244.50	2,480.68	49.61
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	82.50	82.50	16.50
001-410-6340	LIBRARY-COMPUTER MAINT	4,000.00	.00	960.00	24.00
001-410-6371	LIBRARY-UTILITIES	6,000.00	431.00	2,227.46	37.12
001-410-6373	LIBRARY-TELEPHONE	2,500.00	179.53	890.81	35.63
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,400.00	102.08	1,100.40	78.60
001-410-6502	LIBRARY-BOOKS	16,000.00	1,516.25	7,571.21	47.32
001-410-6505	LIBRARY-OFFICE FURNITURE	500.00	.00	265.80	53.16
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,000.00	419.22	2,364.21	39.40
001-410-6508	LIBRARY-POSTAGE	1,800.00	89.09	403.74	22.43
001-410-6599	LIBRARY-EQUIPMENT	.00	.00	.00	.00
041-410-6502	T&A(SL)-EXPENSES	5,000.00	.00	90.00	1.80
112-410-6110	LIBRARY-FICA	6,139.00	425.88	2,339.98	38.12
112-410-6130	LIBRARY-IPERS	7,576.00	525.53	2,887.42	38.11
112-410-6150	LIBRARY-GROUP INSURANCE	17,835.00	3,121.09	9,246.39	51.84
112-410-6155	CITY SHARE- HSA	5,000.00	100.00	500.00	10.00
112-410-6160	LIBRARY-WORKER'S COMP	200.00	.00	.00	.00
168-410-6721	T&A(BURNETT LIBRARY)-EXP	10,000.00	.00	500.34	5.00
501-410-6502	T&A BOOKS-EXPENSE	.00	.00	.00	.00
	LIBRARY TOTAL	175,951.00	12,803.75	64,498.57	36.66
001-430-6010	PARKS-WAGES	41,478.00	1,783.93	17,642.25	42.53
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	55,000.00	5,841.96	5,841.96	10.62
001-430-6320	PARKS-GROUND MAINT/REPAI	15,000.00	5,631.28	9,936.03	66.24
001-430-6331	PARKS-VEHICLE OPERATION	2,000.00	267.00	1,333.61	66.68
001-430-6350	PARKS-EQUIP REPAIRS	1,000.00	36.03	172.49	17.25

BUDGET REPORT
CALENDAR 11/2019, FISCAL 5/2020

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-430-6371	PARKS-UTILITIES	2,200.00	136.57	855.58	38.89
001-430-6385	PARKS-PRAIRIE MEADOW GRA	.00	.00	.00	.00
001-430-6390	PARKS-DALLAS COUNTY FOUN	10,000.00	557.22	5,500.00	55.00
001-430-6399	PARKS-PARK EQUIP/MAINT	30,000.00	.00	56.64	.19
001-430-6450	PARKS-TREE MAINT	5,000.00	.00	.00	.00
001-430-6460	TREES PLEASE GRANT EXPEN	2,000.00	.00	.00	.00
001-430-6461	TREES FOREVER GRANT EXPE	1,500.00	.00	.00	.00
001-430-6495	PARKS-ACTIVITIES	200.00	.00	.00	.00
001-430-6507	PARKS-MISC OPERATING SUP	2,000.00	14.00	154.55	7.73
029-430-6720	DEPR-PARK EXPENSES	6,100.00	.00	6,100.00	100.00
112-430-6110	PARKS-FICA	3,173.00	136.47	1,349.70	42.54
112-430-6130	PARKS-IPERS	3,523.00	167.90	686.42	19.48
112-430-6150	PARKS-GROUP INSURANCE	1,455.00	243.31	730.54	50.21
112-430-6155	CITY SHARE- HSA	413.00	8.01	38.28	9.27
112-430-6160	PARKS-WORKER'S COMP	675.00	.00	69.00	10.22
112-430-6181	PARKS-UNIFORM ALLOWANCE	.00	.00	.00	.00
167-430-6320	T&A(BURNETT REC)-PARK IM	30,000.00	.00	.00	.00
167-430-6910	T&A(BURNETT REC)-TRANSFE	.00	.00	.00	.00
305-430-6505	PLAYGROUND-EXPENSES	.00	.00	.00	.00
	PARKS TOTAL	212,917.00	14,823.68	50,467.05	23.70
001-440-6010	SWIM POOL-WAGES	50,252.00	584.40	38,223.14	76.06
001-440-6230	SWIM POOL-CPO TRAINING	500.00	.00	.00	.00
001-440-6310	SWIM POOL-EQUIP/BLDG REP	10,000.00	.00	5.00	.05
001-440-6350	SWIM POOL-OPER EQUIP REP	1,000.00	.00	.00	.00
001-440-6371	SWIM POOL-UTILITIES	3,500.00	68.56	2,517.72	71.93
001-440-6373	SWIM POOL-TELEPHONE	600.00	55.81	277.33	46.22
001-440-6418	SWIM POOL-SALES TAX	2,500.00	.00	427.28	17.09
001-440-6501	SWIM POOL-CHEM/INSPEC	6,000.00	.00	667.80	11.13
001-440-6507	SWIM POOL-OPERATING SUPP	3,000.00	7.95	584.07	19.47
029-440-6599	DEPR-POOL DONATION EXPEN	.00	.00	.00	.00
029-440-6710	DEPR-SWIM POOL EXPENSES	.00	.00	.00	.00
112-440-6110	SWIM POOL-FICA	3,844.00	44.69	2,924.12	76.07
112-440-6130	SWIM POOL-IPERS	685.00	54.87	295.98	43.21
112-440-6150	SWIM POOL-GROUP INS	2,414.00	393.58	1,153.09	47.77
112-440-6155	CITY SHARE- HSA	663.00	12.51	61.69	9.30
112-440-6160	SWIM POOL-WORKER'S COMP	2,500.00	.00	100.00	4.00
166-440-6599	T&A(REC PROGRAM) EXPENSE	.00	.00	.00	.00
167-440-6801	T&A(BURNETT REC) PRINCIP	.00	.00	.00	.00
169-440-6750	T&A(BURNETT CAP IMPR)-PA	55,000.00	.00	.00	.00
180-440-6320	REC TRAIL-EXPENSES	.00	.00	.00	.00
180-440-6380	REC TRAIL-PROJ MAIN ST G	.00	.00	.00	.00
180-440-6407	ENGINEERING	.00	.00	.00	.00
180-440-6499	REC TRAIL-TRAILHEAD ARTW	.00	.00	.00	.00
180-440-6801	REC TRAIL-BURNETT PRINC	.00	.00	.00	.00
180-440-6851	REC TRAIL-BURNETT INT	.00	.00	.00	.00
502-440-6505	T&A YOUTH-EXPENSES	1,500.00	.00	.00	.00
	RECREATION TOTAL	143,958.00	1,222.37	47,237.22	32.81
	CULTURE & RECREATION TOT	532,826.00	28,849.80	162,202.84	30.44

BUDGET REPORT
CALENDAR 11/2019, FISCAL 5/2020

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-520-6210	ECON DEV-DUES	4,500.00	.00	3,652.00	81.16
001-520-6371	ECON DEV-UTILITIES	150.00	.00	76.10	50.73
001-520-6402	ECON DEV-ADVERTISING/SIG	1,000.00	.00	.00	.00
001-520-6407	ECON DEV-ENGINEERING	.00	.00	.00	.00
001-520-6413	ECON DEV-PAYMENT OTHER A	7,500.00	.00	6,000.00	80.00
001-520-6470	ECON DEV-COMPLIANCE	10,000.00	568.25	2,569.57	25.70
001-520-6490	ECON DEV-MISC EXPENSE	3,000.00	1,734.00	1,734.70	57.82
001-520-6495	ECON DEV-ACTIVITIES	.00	.00	.00	.00
001-520-6499	ECON DEV-OTHER PROF SERV	2,000.00	.00	.00	.00
001-520-6761	ECON DEV-WALNUT ST INTER	.00	.00	.00	.00
125-520-6411	TIF-LEGAL EXPENSES	.00	.00	.00	.00
125-520-6499	TIF-PIONEER REBATE AGREE	.00	.00	.00	.00
125-520-6799	TIF-STREETScape	.00	.00	.00	.00
	ECONOMIC DEVELOPMENT TOT	28,150.00	2,302.25	14,032.37	49.85
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	.00	.00	.00	.00
001-540-6414	P&Z-PUBLICATIONS	100.00	.00	98.68	98.68
001-540-6490	P&Z-MISC	.00	.00	75.00	.00
	PLANNING & ZONING TOTAL	100.00	.00	173.68	173.68
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	COMMUNITY & ECONOMIC DEV	28,250.00	2,302.25	14,206.05	50.29
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	400.00	2,000.00	20.83
001-610-6210	MAYOR/COUNCIL-DUES	1,200.00	.00	1,135.00	94.58
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,000.00	418.10	2,137.48	35.62
001-610-6490	MAYOR/COUNCIL-AUDITS/BON	9,000.00	.00	.00	.00
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	13,500.00	149.77	5,153.90	38.18
112-610-6110	MAYOR/COUNCIL-FICA	734.00	5.80	29.00	3.95
112-610-6130	MAYOR/COUNCIL-IPERS	680.00	37.76	188.80	27.76
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	40,714.00	1,011.43	10,644.18	26.14
001-620-6010	CLERK-WAGES	58,805.00	4,491.09	25,361.58	43.13
001-620-6210	CLERK-DUES	150.00	.00	.00	.00
001-620-6230	CLERK-EDUCATION/TRAINING	2,000.00	177.17	492.60	24.63
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00
001-620-6373	CLERK-TELEPHONE/RADIOS	2,500.00	140.24	704.39	28.18
001-620-6419	CLERK-TECHNOLOGY SERVICE	12,000.00	2,388.90	4,114.76	34.29
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	.00	.00	.00
001-620-6505	CLERK-OFFICE EQUIP PURCH	10,000.00	6,063.10	6,199.47	61.99
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	331.37	1,267.33	29.47
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	.00	751.85	50.12
112-620-6110	CLERK-FICA	4,499.00	343.56	1,940.11	43.12
112-620-6130	CLERK-IPERS	5,551.00	423.96	2,394.18	43.13
112-620-6150	CLERK-GROUP INSURANCE	22,981.00	3,562.52	10,492.09	45.66
112-620-6155	CITY SHARE- HSA	5,175.00	103.50	526.88	10.18
112-620-6160	CLERK-WORKER'S COMP	250.00	.00	.00	.00
	CLERK/TREASURER/ADM TOTA	131,211.00	18,025.41	54,245.24	41.34
001-640-6405	ATTORNEY-MISC EXP	3,000.00	.00	1,263.35	42.11
001-640-6411	ATTORNEY-RETAINER	31,200.00	2,600.00	13,000.00	41.67
	LEGAL SERVICES/ATTORNEY	34,200.00	2,600.00	14,263.35	41.71

BUDGET REPORT
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PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-650-6310	MEMORIAL HALL-BLDG MAINT	7,500.00	.00	4,610.86	61.48
001-650-6320	MEMORIAL HALL-MISC EXPEN	1,300.00	101.00	354.36	27.26
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	282.05	1,960.39	30.16
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	342.98	1,839.70	42.78
001-650-6499	MEMORIAL HALL-ELEV MAINT	10,000.00	.00	.00	.00
	CITY HALL/GENERAL BLDGS	29,600.00	726.03	8,765.31	29.61
001-660-6408	GENERAL-LIABILITY INSURA	37,000.00	.00	79.00	.21
	TORT LIABILITY TOTAL	37,000.00	.00	79.00	.21
001-699-6490	MISC UNALLOCATED REIMB	3,000.00	357.32	423.21	14.11
	OTHER GENERAL GOVERNMENT	3,000.00	357.32	423.21	14.11
	GENERAL GOVERNMENT TOTAL	275,725.00	22,720.19	88,420.29	32.07
307-210-6407	ENGINEERING	.00	.00	.00	.00
307-210-6499	OTHER CONTRACTUAL SERV	.00	.00	.00	.00
200-210-6801	DS PRINC-2005 STREETS	.00	.00	.00	.00
200-210-6802	DS PRINC-TIF FAIRVIEW	.00	.00	.00	.00
200-210-6803	DS PRINC-2011 STREETS	65,000.00	.00	.00	.00
200-210-6851	DS INT-2005 STREETS	.00	.00	.00	.00
200-210-6852	DS INT-TIF FAIRVIEW	.00	.00	.00	.00
200-210-6853	DS INT-2011 STREETS	33,660.00	16,830.00	16,830.00	50.00
200-210-6899	DS BOND REGISTRATION FEE	500.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALK	99,160.00	16,830.00	16,830.00	16.97
305-430-6385	PLAYGROUND-PRAIRE MDWS G	.00	.00	.00	.00
305-430-6390	PLAYGROUND-DALLAS CNTY G	.00	.00	.00	.00
	PARKS TOTAL	.00	.00	.00	.00
200-815-6801	DS PRINC-2001 EDS	.00	.00	.00	.00
200-815-6802	DS PRINC-2001 SRF	18,000.00	.00	.00	.00
200-815-6851	DS INT-2001 EDS	.00	.00	.00	.00
200-815-6852	DS INT-2001 SRF	315.00	.00	.00	.00
200-815-6899	DS BOND REGISTRATIONS FE	9.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	18,324.00	.00	.00	.00
200-865-6801	DS PRINC-2016 SW STORM	120,000.00	.00	.00	.00
200-865-6851	DS INT-2016 SW STORM	74,275.00	37,137.50	37,137.50	50.00
200-865-6899	DS BOND REGISTRATION	600.00	.00	.00	.00
	STORM DISTRICT TOTAL	194,875.00	37,137.50	37,137.50	19.06
	DEBT SERVICE TOTAL	312,359.00	53,967.50	53,967.50	17.28
600-810-6010	WATER-WAGES	74,514.00	5,525.59	30,358.15	40.74
600-810-6110	WATER-FICA	5,700.00	422.70	2,352.95	41.28
600-810-6130	WATER-IPERS	7,034.00	518.87	2,857.03	40.62
600-810-6150	WATER-GROUP INSURANCE	16,711.00	2,574.34	7,572.80	45.32
600-810-6155	CITY SHARE- HSA	3,763.00	71.51	351.67	9.35
600-810-6160	WATER-WORKER'S COMP	2,800.00	.00	.00	.00
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
600-810-6210	WATER-DUES	1,500.00	.00	280.65	18.71
600-810-6230	WATER-TRAINING	1,500.00	.00	120.00	8.00

BUDGET REPORT
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PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	50,000.00	5,387.15	25,446.00	50.89
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	.00	5,700.00	22.80
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	121.92	470.09	23.50
600-810-6332	WATER-VEHICLE REPAIRS	500.00	.00	.00	.00
600-810-6340	WATER-OFFICE EQUIP	.00	.00	.00	.00
600-810-6350	WATER-CAPITAL PROJECTS	225,000.00	.00	.00	.00
600-810-6371	WATER-UTILITIES	21,000.00	1,458.61	11,486.90	54.70
600-810-6373	WATER-TELEPHONE	1,000.00	70.66	349.80	34.98
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	909.96	5,532.96	42.56
600-810-6401	WATER-AUDIT	.00	.00	.00	.00
600-810-6407	WATER-ENGINEERING	25,000.00	3,531.97	8,018.07	32.07
600-810-6408	WATER-INSURANCE	8,200.00	.00	.00	.00
600-810-6411	WATER-LEGAL	.00	.00	.00	.00
600-810-6418	WATER-SALES TAX EXPENSE	22,000.00	1,904.21	9,677.18	43.99
600-810-6419	WATER-TECHNOLOGY SERVICE	5,000.00	1,927.72	2,032.92	40.66
600-810-6499	WATER-TESTS	5,000.00	705.87	1,819.60	36.39
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	312.50	4,491.73	13.61
600-810-6506	WATER-OFFICE SUPPLIES	1,700.00	41.40	856.37	50.37
600-810-6507	WATER-OPERATING SUPPLIES	3,000.00	161.67	378.56	12.62
600-810-6508	WATER-POSTAGE	1,500.00	.00	1,500.00	100.00
600-810-6599	WATER-MISC EXP	2,500.00	9.92	1,751.73	70.07
600-810-6780	WATER-CAPITAL IMPROVEMEN	170,000.00	9,407.37	88,089.94	51.82
600-810-6801	WATER DEBT-PRINC 1996	.00	.00	.00	.00
600-810-6802	WATER DEBT PRINC 1999	.00	.00	.00	.00
600-810-6803	WATER DEBT-PRINC 2008 WT	45,000.00	.00	.00	.00
600-810-6854	WATER DEPT-INT 2008 WTR	9,030.00	.00	.00	.00
600-810-6851	WATER DEBT-INT 1996	.00	.00	.00	.00
600-810-6852	WATER DEBT-INT 1999	.00	.00	.00	.00
600-810-6899	WATER-BOND REGISTRATION	1,290.00	.00	.00	.00
	WATER TOTAL	783,642.00	35,063.94	211,895.10	27.04
610-815-6010	SEWER-WAGES	70,350.00	5,564.30	30,223.15	42.96
610-815-6110	SEWER-FICA	5,382.00	425.67	2,342.61	43.53
610-815-6130	SEWER-IPERS	6,641.00	522.47	2,842.95	42.81
610-815-6150	SEWER-GROUP INSURANCE	17,460.00	2,775.88	8,183.86	46.87
610-815-6155	CITY SHARE- HSA	4,350.00	100.46	500.97	11.52
610-815-6160	SEWER-WORKER'S COMP	1,400.00	.00	.00	.00
610-815-6181	SEWER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
610-815-6210	SEWER-DUES	350.00	.00	210.00	60.00
610-815-6230	SEWER-EDUCATION/TRAINING	1,000.00	.00	120.00	12.00
610-815-6310	SEWER-BLDG REPAIR/MAINT	500.00	.00	7.50	1.50
610-815-6320	SEWER-GROUND REPAIR/MAIN	2,500.00	.00	787.89	31.52
610-815-6331	SEWER-VEHICLE OPERATIONS	1,600.00	121.91	470.07	29.38
610-815-6332	SEWER-VEHICLE REPAIRS	300.00	.00	.00	.00
610-815-6340	SEWER-OFFICE EQUIP	.00	.00	.00	.00
610-815-6350	SEWER-OPERATION/MAINT	40,000.00	.00	1,799.31	4.50
610-815-6371	SEWER-UTILITIES	10,000.00	533.66	3,932.54	39.33
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	94.45	980.03	49.00
610-815-6407	SEWER-ENGINEERING	382,000.00	4,494.44	157,400.78	41.20
610-815-6408	SEWER-INSURANCE	12,000.00	.00	.00	.00
610-815-6411	SEWER-LEGAL	2,000.00	.00	.00	.00

BUDGET REPORT
CALENDAR 11/2019, FISCAL 5/2020

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6418	SEWER-SALES TAX EXPENSE	4,200.00	416.58	2,070.21	49.29
610-815-6419	SEWER-TECHNOLOGY SERVICE	5,500.00	1,919.76	2,009.06	36.53
610-815-6499	SEWER-TESTS	8,000.00	981.00	2,596.50	32.46
610-815-6506	SEWER-OFFICE SUPPLIES	2,000.00	41.40	938.90	46.95
610-815-6507	SEWER-SUPPLIES	1,000.00	161.66	363.89	36.39
610-815-6508	SEWER-POSTAGE	1,500.00	.00	.00	.00
610-815-6599	SEWER-ADMIN EXPENSES	2,350.00	10.21	1,788.76	76.12
610-815-6767	SEWER-FAIR VIEW DR SAN S	250,000.00	44,071.21	173,278.48	69.31
610-815-6780	SEWER-CAPITAL OUTLAY PRO	2,000,000.00	.00	100.00	.01
610-815-6801	SEWER DEBT-PRINC-2001 ED	45,000.00	.00	.00	.00
610-815-6802	SEWER DEBT-PRINC 1999	.00	.00	.00	.00
610-815-6803	SEWER DEBT-PRINC WASS	.00	.00	.00	.00
610-815-6851	SEWER DEBT-INT 2001 EDS	788.00	.00	.00	.00
610-815-6853	SEWER DEBT-INT WASS	.00	.00	.00	.00
610-815-6852	SEWER DEBT-INT-1999	.00	.00	.00	.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	22.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	2,880,593.00	62,235.06	393,347.46	13.66
740-865-6379	STORM DISTRICT-MAINT/REP	15,000.00	457.50	3,072.90	20.49
740-865-6407	STORM DISTRICT-ENGINEER	30,000.00	.00	.00	.00
740-865-6411	STORM DISTRICT-LEGAL	.00	.00	.00	.00
740-865-6418	STORM DISTRICT-SALES TAX	1,100.00	97.72	487.80	44.35
740-865-6419	STORM DISTRICT-TECH SERV	9,000.00	.00	8,000.00	88.89
740-865-6765	STORM DISTRICT-CAPITAL P	185,000.00	.00	.00	.00
740-865-6801	PRINCIPAL PAYMENTS	.00	.00	.00	.00
740-865-6851	INTEREST PAYMENTS	.00	.00	.00	.00
740-865-6899	BOND REGISTRATION FEES	.00	.00	.00	.00
	STORM DISTRICT TOTAL	240,100.00	555.22	11,560.70	4.81
	ENTERPRISE FUNDS TOTAL	3,904,335.00	97,854.22	616,803.26	15.80
001-910-6910	GENERAL-TRANSFERS OUT	84,040.00	84,040.00	84,040.00	100.00
029-910-6910	DEPR-TRANSFER OUT	.00	.00	.00	.00
110-910-6910	RUT-TRANSFERS OUT	25,000.00	.00	8,333.32	33.33
112-910-6910	T&A(EB)-TRANSFER OUT	.00	.00	.00	.00
119-910-6910	EMERGENCY FUND-TRANSFER	24,343.00	12,187.93	12,187.93	50.07
121-910-6910	LOST-TRANSFER OUT	84,379.00	.00	.00	.00
125-910-6910	TIF-TRANSFER OUT	83,785.00	.00	3,513.00	4.19
167-910-6910	T&A(BURNETT REC)-TRANSFE	.00	.00	.00	.00
169-910-6910	T&A(BURNETT CAP IMP TRAN	.00	.00	.00	.00
180-910-6910	REC TRAIL-TRANSFER OUT	.00	.00	.00	.00
307-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00
600-910-6910	WATER-TRANSFERS OUT	6,000.00	6,000.00	6,000.00	100.00
610-910-6910	SEWER-TRANSFERS OUT	24,324.00	6,000.00	12,108.00	49.78
740-910-6910	STORM DISTRICT-TRANSFER	.00	.00	.00	.00
	TRANSFERS TOTAL	331,871.00	108,227.93	126,182.25	38.02
	TRANSFER OUT TOTAL	331,871.00	108,227.93	126,182.25	38.02

BUDGET REPORT
CALENDAR 11/2019, FISCAL 5/2020

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	TOTAL EXPENSES BY FUNCTI	6,889,828.00	677,313.04	1,902,774.22	27.62



November 2019 Dallas Center Calls for Service

DATE/TIME	INCIDENT	LOCATION
2019-11-01 09:06	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2019-11-01 15:46	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2019-11-01 23:39	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2019-11-02 17:37	FIRE	1006 13TH ST, Apt. 219, DALLAS CENTER
2019-11-02 17:56	MEDICAL/AMBULANCE TRIP	1006 13TH ST, Apt. 207, DALLAS CENTER
2019-11-02 19:31	911 HANGUP	2500 240 TH ST, DALLAS CENTER
2019-11-02 19:55	911 HANGUP	1200 ASH ST, DALLAS CENTER
2019-11-04 16:04	TRAFFIC STOP	1204 LINDEN ST, DALLAS CENTER
2019-11-04 17:05	TRAFFIC STOP	2501 240TH ST, DALLAS CENTER
2019-11-05 08:12	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
2019-11-05 17:37	HARASSMENT/THREATS	1803 SUGAR GROVE AVE, DALLAS CENTER
2019-11-05 23:03	TRAFFIC STOP	14TH ST / SYCAMORE ST, DALLAS CENTER
2019-11-06 10:02	DOMESTIC	1806 LINDEN ST, Apt. 8, DALLAS CENTER
2019-11-07 14:05	ANIMAL COMPLAINT	1205 13TH ST, DALLAS CENTER
2019-11-07 14:08	FORGERY/FRAUD	705 10TH ST, DALLAS CENTER
2019-11-07 14:37	SUSPICIOUS	1204 LINDEN ST, DALLAS CENTER
2019-11-07 19:33	TRAFFIC COMPLAINT	FAIRVIEW DR / NORTHVIEW DR, DALLAS CENTER
2019-11-08 09:07	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2019-11-08 17:40	SUSPICIOUS	1107 SUGAR GROVE AVE, Apt. 22, DALLAS CENTER
2019-11-08 21:21	MEDICAL/AMBULANCE TRIP	1107 SUGAR GROVE AVE, Apt. 23, DALLAS CENTER
2019-11-08 22:32	RETURN PHONE CALL	1002 8TH ST, DALLAS CENTER
2019-11-10 15:54	TRAFFIC COMPLAINT	309 HIGHVUE TER, DALLAS CENTER
2019-11-11 02:12	MEDICAL/AMBULANCE TRIP	1005 8TH ST, DALLAS CENTER
2019-11-11 06:51	ORDINANCE VIOLATIONS	1500 WALNUT ST, DALLAS CENTER
2019-11-11 08:22	ORDINANCE VIOLATIONS	907 8TH ST, DALLAS CENTER
2019-11-11 10:41	ORDINANCE VIOLATIONS	11TH ST / VINE ST, DALLAS CENTER
2019-11-11 15:54	MVC-PD	2500 240TH ST, DALLAS CENTER
2019-11-12 06:58	MOTORIST ASSIST	240TH ST / FAIRVIEW DR, DALLAS CENTER
2019-11-12 09:13	MVC-PD	1202 SUGAR GROVE AVE, DALLAS CENTER
2019-11-12 22:12	WARRANT CHECK	1200 ASH ST, DALLAS CENTER
2019-11-13 15:44	CIVIL PAPER	1607 SUGAR GROVE AVE, DALLAS CENTER
2019-11-13 18:26	TRAFFIC STOP	230TH ST / N AVE, DALLAS CENTER
2019-11-14 00:06	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, DALLAS CENTER
2019-11-14 00:54	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
2019-11-14 08:06	INFORMATION	1402 WALNUT ST, DALLAS CENTER
2019-11-14 09:23	INFORMATION	FAIRVIEW DR / 250TH ST, DALLAS CENTER
2019-11-14 12:05	ASSAULT	1400 VINE ST, DALLAS CENTER

2019-11-14 17:08	ALARM	1202 SUGAR GROVE AVE, DALLAS CENTER
2019-11-14 21:38	TRAFFIC STOP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2019-11-15 11:03	INFORMATION	2476 240TH ST, DALLAS CENTER
2019-11-15 21:21	ABANDONED VEHICLE	2501 240TH ST, DALLAS CENTER
2019-11-15 21:58	TRAFFIC STOP	SUGAR GROVE AVE / FAIRVIEW DR, DALLAS CENTER
2019-11-16 01:18	DOMESTIC	908 8TH ST, DALLAS CENTER
2019-11-17 16:33	TRAFFIC STOP	27000 240TH ST, DALLAS CENTER
2019-11-17 17:03	TRAFFIC STOP	13TH ST / WALNUT ST, DALLAS CENTER
2019-11-18 06:40	ANIMAL CONTROL	1202 SUGAR GROVE AVE, DALLAS CENTER
2019-11-18 14:45	PUBLIC ASSIST	R AVE / 240TH ST, DALLAS CENTER
2019-11-18 15:57	MEDICAL ALARM	1107 SUGAR GROVE AVE, Apt. 3, DALLAS CENTER
2019-11-18 16:09	TRAFFIC STOP	13TH ST / VINE ST, DALLAS CENTER
2019-11-18 20:56	TRAFFIC COMPLAINT	907 8TH ST, DALLAS CENTER
2019-11-18 22:24	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2019-11-19 13:29	INFORMATION	1502 WALNUT ST, DALLAS CENTER
2019-11-19 16:06	TRAFFIC STOP	13TH ST / VINE ST, DALLAS CENTER
2019-11-19 17:13	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2019-11-19 19:10	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2019-11-19 19:45	BROADCAST	240 th ST / ORDER DR, DALLAS CENTER
2019-11-19 23:20	DISTURBANCE	105 10TH ST, DALLAS CENTER
2019-11-20 14:45	HAZMAT	2583 240TH ST, DALLAS CENTER
2019-11-20 17:12	MEDICAL/AMBULANCE TRIP	704 VINE ST, DALLAS CENTER
2019-11-20 18:39	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2019-11-20 19:39	MEDICAL/AMBULANCE TRIP	307 14TH ST, Apt. A, DALLAS CENTER
2019-11-20 20:08	TRAFFIC STOP	13TH ST / CHERRY ST, DALLAS CENTER
2019-11-20 23:15	JUVENILE PROBLEM	VINE ST / FAIRVIEW DR, DALLAS CENTER
2019-11-21 07:06	911 HANGUP	13 th ST / SUGAR GROVE AVE, DALLAS CENTER
2019-11-21 10:56	TRAFFIC HAZARD	12TH ST / SUGAR GROVE AVE, DALLAS CENTER
2019-11-21 13:26	ILLEGAL BURN	803 9TH ST, DALLAS CENTER
2019-11-21 17:56	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2019-11-21 18:41	TRAFFIC STOP	N AVE / 230TH ST, DALLAS CENTER
2019-11-21 18:53	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2019-11-21 18:59	TRAFFIC STOP	SUGAR GROVE AVE / 10TH ST, DALLAS CENTER
2019-11-22 08:39	TRAFFIC STOP	2400 240TH ST, DALLAS CENTER
2019-11-22 08:56	TRAFFIC HAZARD	2700 240TH ST, DALLAS CENTER
2019-11-22 11:13	TRAFFIC COMPLAINT	905 8TH ST, DALLAS CENTER
2019-11-22 12:20	TRAFFIC STOP	1300 SYCAMORE ST, DALLAS CENTER
2019-11-22 20:47	TRAFFIC STOP	SUGAR GROVE AVE / 10TH ST, DALLAS CENTER
2019-11-24 11:44	911 MISDIAL	41.6838290000000000 -93.9665900000000000,

2019-11-25 10:48	MEET COMPLAINANT	1600 LINDEN ST, DALLAS CENTER
2019-11-25 13:57	EXTRA PATROL	1106 LINDEN ST, DALLAS CENTER
2019-11-26 16:53	JUVENILE PROBLEM	1205 13TH ST, DALLAS CENTER
2019-11-28 02:01	MEDICAL/AMBULANCE TRIP	701 NORTHVIEW DR, DALLAS CENTER
2019-11-28 13:48	TRAFFIC STOP	2600 240TH ST, DALLAS CENTER
2019-11-30 20:14	TRAFFIC STOP	230TH ST / N AVE, DALLAS CENTER
2019-11-30 21:13	TRAFFIC STOP	SUGAR GROVE AVE / 13TH ST, DALLAS CENTER
Grand Total	411 Hours Patrol/12 Hours Calls/ Total Hours 423- 320 Required	83

NOVEMBER DALLAS CENTER 2019 CODE ENFORCEMENT REPORT

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
2017-051	1600 Linden	BEGIN 2017 Property Maintenance	5/24/2017	7/26/2017 10/11/17 12/6/17 1/26/18 5/2/18 8/8/18 12/20/18	Advisory / Will have financing in October 11/1/17 Certified 1/3/18 FINAL NOTICE-- 1-17-18 New contractor will finish in spring 6/20/18 reminder 11/6/18 REMINDER	
2019-042	1401 Walnut	BEGIN 2019 Property Maintenance	4/24/2019	5/28/2019 6/20/19	Advisory/ 5/20/19 Certified	
2019-063	1302 Walnut	Prop. Maint	5/20/2019	7/16/2019	Advisory	
2019-065	1201 Walnut	Junk & Vehicles	5/29/2019	6/13/2019 8/2/19	Advisory 6/19/19 sent new pictures- 7/17/19 Certified	
2019-110	1204 Sugar Grove	Junk	8/6/2019	8/28/2019 10/23/19	Advisory - Certified	11/5/2019
2019-115	302 -14	Prop. Maint	8/13/2019	11/26/2019 1/7/20	Advisory- 10/29/19 Certified	
2019-134	1004 Walnut	Junk	9/17/2019	10/4/2019 10/23/19 11/14/19	Advisory- Certified-10/29/19 FINAL	
2019-144	802 Percival	FYP	10/7/2019	10/15/2019 10/31/19	Flyer- 10/15/19 Advisory	11/5/2019
2019-145	1708 Sugar Grove	Vehicle	10/15/2019	10/31/2019	Advisory	11/5/2019

2019-147	201-14	Vehicle	10/15/2019	10/22/2019 11/7/19	M- 10/21/19 Advisory	11/19/2019
2019-149	402-11	Junk&Vehicle	10/21/2019	10/29/2019 11/14/19	M- 10/29/19 Advisory	11/19/2019
2019-150	404-10	Junk&Vehicle	10/21/2019	11/7/2019 12/12/19	Advisory- 11/25/19 Certified	
2019-153	100 Percival	Vehicle	10/21/2019	11/7/2019	Advisory	11/5/2019
2019-154	400 Percival	Junk	10/29/2019	11/5/2019	M	11/5/2019
2019-155	404-10	Encroachment	10/29/2019	11/14/2019	Advisory--Check back Spring 2020 per Cindy	
2019-156	402-10	Encroachment	10/29/2019	11/14/2019 4/1/2020	Advisory--Check back Spring 2020 per Cindy	
2019-157	1005 Maple	Junk & Vehicles	11/5/2019	11/20/2019	Advisory	11/25/2019
2019-158	1202 Laurel	Vehicle	11/5/2019	11/12/2019 12/12/19	card- 11/25/19 Advisory	
2019-159	401 Hatton	Junk	11/5/2019	11/12/2019	M	11/25/2019
2019-160	1506 Cherry	Vehicle	11/5/2019	11/12/2019 12/12/19	card- 11/25/19 Advisory	
2019-161	703 Percival	FYP	11/5/2019	11/12/2019	M	11/19/2019
2019-162	1602 Linden	FYP	11/5/2019	11/12/2019	M	11/19/2019
2019-163	804 Fairview	FYP	11/19/2019	11/26/2019	M	
2019-164	804 Walnut	Vehicle	11/19/2019	12/12/2019	Card	
2019-165	1106 Ash	Junk	11/19/2019	11/26/2019	M	
2019-166	104-14	Vehicle	11/19/2019	11/26/2019 12/12/19	M- 11/25/19 Advisory	
2019-167	805 Percival	Vehicle	11/19/2019	11/26/2019	M	
2019-168	205-10	J-ROW	11/25/2019	12/2/2019	M	
2019-169	300-11	J-ROW	11/25/2019	12/2/2019	M	
2019-170	604-14	Junk	11/25/2019	12/2/2019	M	
2019-171	1600 Linden	Junk-FYP	11/25/2019	12/11/2019	Advisory	
2019-172	1803 Sugar Grove	J-ROW	11/25/2019	12/2/2019	M	

FIRE & EMS REPORT

November 2019

Total calls : 17

FIRE 9 total

2 COQ with Grimes

1 Structure fire with Adel

1 Hazmat assignment

1 storm spotting

1 outside fire

1 MVC

1 structure fire

1 fire alarm

EMS 8 Total

8 calls for service (7 City/1 Rural)

Monthly Water Report

Date	19-Nov																			
Water Plant																				
Total Gal.>	3,374,200	Max	148,500	Min	64,500	Avg	112,500	Gpm	248											
Total Hrs.>	227.8	Max	10.3	Min	4.3	Avg	7.6													
Last Month.>	4,645,500	Max	231,700	Min	87,700	Avg	149,900	Gpm	249											
Last Year.>	3,775,800	Max	252,500	Min	800	Avg	125,900	Gpm	260											
Lbs.of Chlorine	474	Lbs of Fluoride	31	Gallons of salt brine	1,483															
Chlorine.Mg/l	0.63	Fluoride.Mg/l	0.5	Hardness. Mg/l	96	Iron. Mg/l	0.01	Nitrate.Mg/l												
Well																				
Date	11/25/2019																			
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm
Well # 7	32	18	14	120																
Well # 8																				
Well # 9	34	22	12	160																
Well # 10	24	8	16	90																
Test Well																				
Water Meters																				
	New Installs				Read In															
	Replace Meter				Read Out															
	Replace Radio				Shut off For nonpayment															
	Read																			
	Repair																			
Fire Hydrants																				
	New Install				Flush Hyd				Repair Hyd											
Water Plant																				
	11/7/2019 - Backwashed Filter 1																			
	11/13/2019 - Backwashed Filter 2																			
Water Tower																				
Reservoir																				
Dist. System																				
Wells																				
	11/25/19 - Tested Wells 7-9-10. Well 10 gpm were down, called Northway to have them clean.																			
Other																				

STATE OF IOWA OATH OF OFFICE

Name of Official: Ryan Kluss

Office: Council Member

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all duties of the office of **Council Member** for the City of Dallas Center, Dallas County, Iowa, as now or hereafter required by law.

Signature of Official

Michael Kidd, Mayor
City of Dallas Center

State of Iowa	County of Dallas
This instrument was acknowledged before me on: _____	
Date	By: _____
_____	Print Name of Official
Signature of Notarial Officer	

Title	



Greater Dallas County Development Alliance

GDCDA

2019 Annual Report

PURPOSE OF THE REPORT

The Greater Dallas County Development Alliance prepared this report to showcase the organization's activities and accomplishments during the 2018-2019 year. The statements contained within the annual report were drawn from the GDCDA Database and Google Analytics on August 21, 2019 and are considered the most truthful representation of the data available in these programs. The report is also intended to be an economic development marketing piece for Dallas County as it features the achievements of local companies, entrepreneurs, and Dallas County Communities.

MISSION STATEMENT

Our mission is to create positive impacts on economic, social and environmental aspects of the Dallas County Iowa region by working closely with our local communities, businesses and partners to enhance community attributes, retain and expand local business and foster new business investments.

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pg 7 **Sites and Buildings**

pg 8 **Marketing Efforts**

pg 9 **Partners**

Dear Alliance Stakeholders;

Dallas County was again the fastest growing county in the State of Iowa this year, as well as one of the fastest growing counties in the nation according to estimates from the US Census Bureau. The continuous growth rate only makes the Greater Dallas County region a more popular place to live, work and play. The Alliance network is determined to continue assisting local communities and businesses to ensure continued success in our communities.

The Alliance has an established track record in assisting the region with landing projects, retaining and attracting business and jobs, in addition to collaborating with our communities towards achieving their unique visions. We are eager to see what the future holds for our agency as we strive to stay at the forefront of economic development best practices.

I strongly encourage you to continue your support to the Alliance, which will support each of us in the services we provide for economic development activities and the exciting growth of the Greater Dallas County region. We look forward to building on the county's strong foundation by partnering with all of you to create sustainable growth for the region.



Thank you for your partnership,

Alex Broderick, CPM®

President- GDCDA

515 221 6205

alex.broderick@hubbellrealty.com

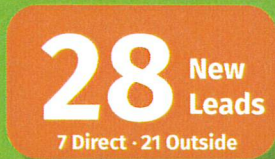
BY THE NUMBERS



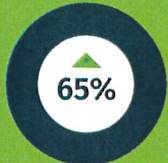
2018-2019

Greater Dallas County Development Alliance

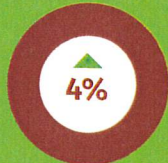
Greater Dallas County Development Alliance saw a decrease in leads generated by outside partners. Though this downturn in the business cycle was evident in our database, the direct leads, projects landed, jobs, capital investment, net new wages, and number of jobs have all increased since last year.



COMPARED TO LAST YEAR



CAPITAL INVESTMENT



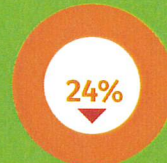
BR&E



COMMUNITY PROGRAMS



PROJECTS



LEADS



WEALTH CREATION



JOBS

ELIMINATION DATA



SPECIFIC REASONS

- 100K sq ft rail served warehouse
- 100K sq ft warehouse for lease
- 30-50K sq ft USDA food processing
- 2.5-5k USDA commercial kitchen
- 5-10 acre interstate adjacent
- 3 acre high traffic retail
- 2.2-3K Class A downtown

BUSINESS RETENTION AND EXPANSION

2018-2019



Greater Dallas County Development Alliance

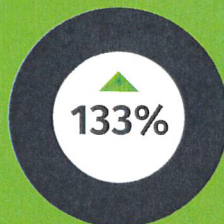
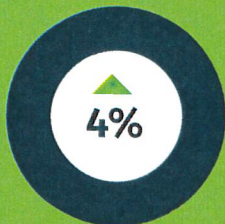
Business Retention & Expansion (BR&E) is the economic development strategy of proactively connecting with existing businesses to understand and respond to their needs. GDCDA saw an up-tick in existing business expansions in Dallas County over the past year

53 Business
Visits

7 Projects
Landed

90 New
Jobs

COMPARED TO LAST YEAR



HIGHLIGHTS

An 1899 railroad car repair barn in Valley Junction in has become a West Des Moines destination. The Foundry, The Kitchen and The Hall all have created a unique place focused on food, spirits, and community service.

The Hall is the main space of the project, bringing a European style beer garden together with a modern touch. A variety of Food Trucks are represented in the Hall that hosts live entertainment and social games every night.

The Justice League of Food, a nonprofit serving the homeless and the hungry by offering skills training and job placement services, operates The Kitchen at The Foundry. "The Kitchen is the heart of The Foundry, carrying out the mission of the Justice League of Food," founder Nick Kuhn said. "If The Kitchen is the heart of The Foundry, The Hall will be its soul, bringing together food, beer and conversations."

Foundry Distilling Co. occupies the east end of the building, featuring a variety of distilled spirits as well as retail and event space. Foundry Distilling Co. will also offer whiskey enthusiasts an opportunity to make barrels of whiskey using their own recipe.



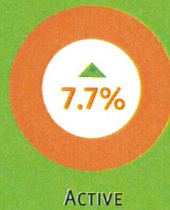
NEW BUSINESS ATTRACTION 2018-2019

Greater Dallas County
Development Alliance

Successful business recruitment programs provide an effective means to communicate Greater Dallas County's advantages to companies. Historically, most new business leads have come from outside partners. This year, however, those leads have decreased while the number of GDCDA's direct leads has increased



COMPARED TO LAST YEAR



HIGHLIGHTS

Sammons Financial Group, Inc. (SFG), parent company of Midland National Life Insurance Company and North American Company for Life and Health Insurance, broke ground on their new local HQ and expanded office space. Designed to accommodate the company's growth for the next 10 to 20 years, the building will provide space for approximately 200 new jobs in addition to the existing workforce of over 500 employees in the West Des Moines area.



The new building will be over 215,000 square feet and is being constructed at 81st St. and Mills Civic Parkway. Scheduled to open in fall 2020, the new headquarters is designed to provide space, safety and functionality for current and future teams and departments. "Sammons Financial Group is poised for growth, and our new headquarters will provide the space and amenities we need to attract and retain our workforce and meet their needs in the future," says Dinshaw.

"Our vision is to create a collaborative and functional workspace for our teams now and in the future," says Esfand Dinshaw, Chairman and CEO of SFG. "West Des Moines is our home, and we're excited to bring economic growth to our community while enriching our existing employees' experience at their workplace."



Greater Dallas County Development Alliance assisted in writing the RISE Grant that was awarded to West Des Moines in service to this project.

COMMUNITY DEVELOPMENT
2018-2019
 Greater Dallas County
 Development Alliance

Greater Dallas County staff and board members have spent nearly 400 hours this past year in the communities they serve. In addition to community organization and public meetings, GDCDA has provided guidance, grant writing, marketing assistance, comprehensive planning and many other services.

400
 + Hours in Communities

11
 Successful Public Projects

\$2.5
 Million RISE project

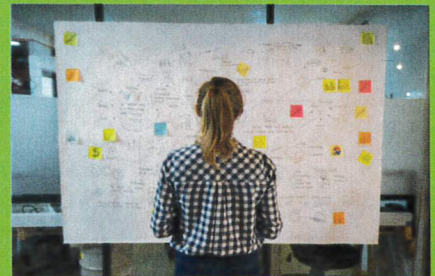
DEXTER WAS A RAGBRAI 2019 CITY



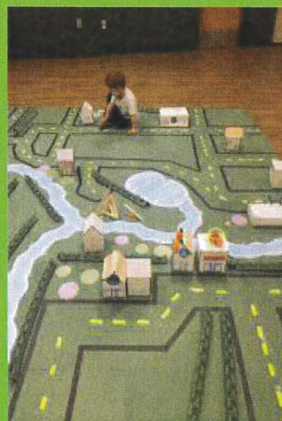
WES DES MOINES AWARDED RISE GRANT



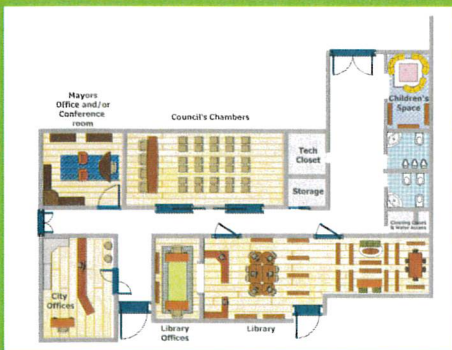
VAN METER COMPREHENSIVE PLAN



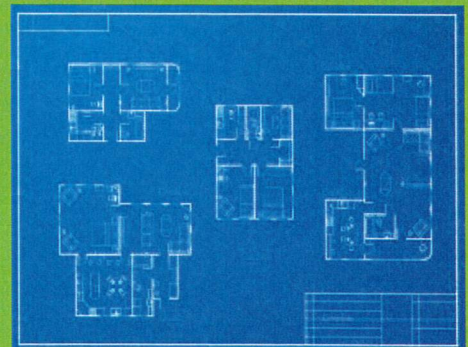
ADEL COMPREHENSIVE PLAN



MINBURN PUBLIC LIBRARY REHAB/REUSE



DALLAS COUNTY HOUSING INITIATIVE



WEALTH CREATION



2018-2019

Greater Dallas County Development Alliance

GDCDA focuses on creating more jobs and increasing the average wages, attracting companies to increase the tax base, and marketing to companies that plan to increase taxable value of property. GDCDA saw an increase in jobs created, wages created, and capital investment.

\$40

Million in New Wages

673

 New Jobs

\$78.1

Million in New Investment

COMPARED TO LAST YEAR

84%

WEALTH CREATION

100%

JOBS

65%

CAPITAL INVESTMENT

Hy-Line International, the world leader in layer poultry genetics, celebrated the completion of its newest research farm today surrounded by federal, state and local dignitaries at a ribbon cutting ceremony. Named for the visionary and company founder, Dr. Henry A. Wallace, this state-of-the-art investment located in central Iowa, USA completes another significant step in the drive for accelerated genetic progress in Hy-Line layers sent to more than 120 countries around the world.

"We have a substantial responsibility in the effort to feed a growing global population with an inexpensive and nutritious source of protein – the egg," said Jonathan Cade, President of Hy-Line International. "The addition of the Dr. Henry A. Wallace Farm allows us continued innovation and genetic progress in Hy-Line layer genetics to accomplish this."



"We are making significant strategic changes in the Hy-Line breeding program to accelerate the rate of genetic progress," said Dr. Danny Lubritz, Director of Research and Development for Hy-Line International. "Egg production and eggshell quality show higher genetic variation at older ages. The pedigree birds housed on the Dr. Henry A. Wallace Farm will be evaluated for these traits, among others, to help ensure continued genetic progress in persistency and shell strength."

Hy-Line's team of geneticists is making the genetic engine more powerful and more efficient. The addition of the Dr. Henry A. Wallace Farm increases the population of research birds from which to identify the top performing individuals to populate the next generation. As a result of improved selection intensity, Hy-Line varieties are gaining increased egg numbers, persistency, shell strength, egg weight and feed efficiency.



SITES AND BUILDINGS

2018-2019 Greater Dallas County Development Alliance

The Van Meter Vision Park was the first Certified® Site in Iowa, Perry Industrial Park was the first to have a Spec Building, The Woodward Eco-Park is the first Sustainable Site in the nation, and The Dexter Interstate/Rail Park is one of two sites in the state with both direct interstate access and rail. Dallas County was also the first county have multiple Certified® Sites.

WOODWARD ECO-BUSINESS PARK



DEXTER INTERSTATE RAIL PARK



VAN METER VISION PARK



PERRY INDUSTRIAL PARK
AND SPEC BUILDING



NUMBER OF PROJECTS GDCDA RESPONDED TO ON BEHALF OF EACH SITE

2

The newest site to be Certified, The Woodward Eco-Business Park fit the requirements of two requests this year. As we market this site at national events and start to introduce more sustainability-focused companies to this opportunity, we expect this number to go up.

One issue we have discovered while responding with this site is the lack of infrastructure. We are working with our local utilities to remedy this and anticipate having nearly all utilities in place within 2 years.

3

This Dexter Interstate Rail site was well represented in the 2017-2018 year; however, this year has seen a decrease in the number of opportunities in which this site fit the criteria. We attribute this to a general downturn in outside leads and the fact that the requests we are receiving are generally for smaller sites and projects.

Infrastructure is also an issue to this particular site. We are working with our elected official, municipalities, and utility providers to try to find a solution.

3

The Van Meter Vision Park was represented on three substantial projects. These three high-quality leads signify the site is premier. Though none have landed, the process has identified weaknesses in the site and which hurdles we now need to clear.

Infrastructure was a major concern to one of the projects and Van Meter has actively worked to mitigate these issues. Water, road, power, fiber, and sewer upgrades and extensions are all planned in the very near future.

5

Perry Industrial Park, out of all the Certified Sites, has seen the most activity in the past year. Part of this was due to their proactive Spec Building as we have identified in previous years, Dallas County has a lack of available buildings.

Additionally, the infrastructure is in place, the City has shown it supports business growth, and the land/building prices are in market. All these things combine to make an attractive location.

MARKETING EFFORTS



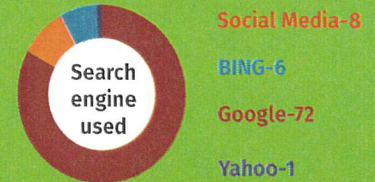
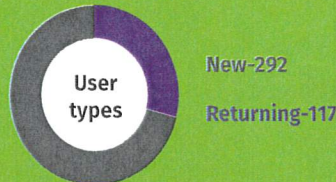
2018-2019

Greater Dallas County Development Alliance

Greater Dallas County Development Alliance actively markets Dallas County and the Des Moines Metro Area to prospective businesses and site consultants at industry trade shows. In addition, GDCDA launched a new website to better assist companies researching the region online.



WEBSITE TRAFFIC STATISTICS



MARKETING EVENTS



FUTURE EVENTS

BIO TECHNOLOGY CONGRESS	SIOR FALL	RESPONSIBLE BUSINESS SUMMIT	OPERATIONS SUMMIT	DATA CENTER WORLD
BIOPROCESSING SUMMIT	SIOR SPRING	USGBC GREENBUILD	IWLA EXPO	7X24 EXCHANGE
BIO-INTERNATIONAL	SSG FALL	NAEM EHS FORUM	PROMAT	BIG DATA
INTERPHEX	SSG SPRING	VERGE	SCOPE	CRE

A special thanks to our community partners

Adel
Bouton
Dexter

Dawson
DeSoto
Redfield

Minburn
Perry
Dallas Center

Van Meter
West Des Moines
Woodward

A special thanks to our Board Members

MidWestOne Bank
MidAmerican Energy Company
Dallas County Board of Supervisors
DMACC
DuPont Pioneer
Hubbell Realty
Hy-Line International
Signature Real Estate Services
The Rasmussen Group
Minburn Communications

Peoples Company
Knapp Properties
McClure Engineering
Microsoft
Aureon
mi-fiber.net
Neumann Brothers
Diligent Development
West Grand Business Park

Percival Scientific
Raccoon Valley Bank
Roth Products
Septagon Construction
Impact 7G
The Samuels Group
West Bank
US Bank
KW Commercial

A special thanks to our Executive Board Members

President- Alex Broderick
Treasurer- Clyde Evans
Secretary- Deb Calvert

Deb Lucht
Ryan Peterson
Ted Brackett
Mark Hanson
Wayne McKinney

Incoming Members-
Kyle Michel
Charity Coates
Sven Peterson

Thank you for another banner year for Alliance. We appreciate your dedication to making a stronger, more diverse economy in Dallas County

Linda Wunsch
Executive Director

Julie Johnson
Project Manager

Jeremy M Voss
Project Manager

Kathleen Olson
Office Manager



Dallas County, IA - Growing Your Sustainable Future

9325 Bishop Drive Suite 105
West Des Moines, Iowa 50266

515-987-2020
DallasCounty-IA.org

From: Nielsen, Ron <ron.nielsen@centraldallas.com>
Sent: Thursday, November 14, 2019 3:04 PM
To: cityhall@dallascenter.com; Ralph Brown
Cc: Scott Steelman
Subject: Request for tax abatement on Lots 1 and 2 Country Living Estates

As part of the Country Living Estates development, we would ask that the Lots 1 and 2 in Country Living Estates be added to the tax abate status as part of the Urban revitalization. This is based on the rezoning of the lots to residential. We would ask that you include us on the December 10 agenda. Please let us know if this is possible so that we can attend.

Thank you for your consideration.
Central Dallas Developers, LLC
Ron Nielsen

RESOLUTION NO. 2019-64

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE HATTON AVENUE STORM SEWER EXTENSION PROJECT

WHEREAS, on the 15th day of November, 2019, plans, specifications, form of contract and estimate of costs were filed with the Clerk for the construction of certain public improvements described in general as the Hatton Avenue Storm Sewer Extension Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of costs for the public improvements was published as required by law.

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

Section 1. That the plans, specifications, form of contract and estimate of costs are hereby approved as the plans, specifications, form of contract and estimate of costs for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2019-65

**RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT
FOR THE HATTON AVENUE STORM SEWER EXTENSION
PROJECT**

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Hatton Avenue Storm Sewer Extension Project, described in the plans and specifications heretofore adopted by this Council on December 10, 2019, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:

Amount of Bid: \$

Portion of project: All construction

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2019-66

**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND
BOND FOR THE HATTON AVENUE STORM SEWER EXTENSION
PROJECT**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Hatton Avenue Storm Sewer Extension Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:

Amount of Bid: \$

Bond Surety:

Date of Bond:

Portion of project: All construction

PASSED AND APPROVED this 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2019-67

A RESOLUTION ORDERING CONSTRUCTION OF THE WATER SYSTEM IMPROVEMENTS – SHALLOW WELL NO. 11, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Water System Improvements - Shallow Well No. 11; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of costs, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements, and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of costs may be adopted, and contract for the construction of public improvements is entered into, it is necessary, pursuant to Chapter 26 of the Code of Iowa, to hold a public hearing and to advertise for bids.

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Water System Improvements - Shallow Well No. 11, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

WATER SYSTEM IMPROVEMENTS - SHALLOW WELL NO. 11

Furnish all labor, materials and equipment necessary to construct a gravel packed well approximately 56 linear feet deep including mobilization, 36-inch drill hole, 12-inch casing pipe and screen, gravel pack, bentonite seal; cement grouting; well development and test pumping; submersible pump, pitless adaptor; discharge column, electrical work; piping and

appurtenances; connection to existing raw water main, backfill, valves, meter pit, appurtenances, surface restoration and miscellaneous associated work, including cleanup.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a Notice to Bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an Internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to January 9, 2020, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 2:00 P. M., on such date.

The City Council hereby delegates to the City Clerk or her designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids considered at the meeting of this Council on January 14, 2020.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in "The Dallas County News", a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 7:00 P.M. on January 14, 2020.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2019-68

**RESOLUTION APPROVING NO-SPRAY ZONE AGREEMENT WITH
DALLAS COUNTY, IOWA, ON MIDLAND TRAIL WITHIN 200-FOOT
RADIUS OF NEW WELL NO. 11**

WHEREAS, by the adoption of Resolution 2019-67 the Council has ordered the construction of the Water System Improvements - Well No. 11, which construction will occur upon the well site of abandoned Well No. 4, legally described as:

The North 302 feet of the East 302 feet of the Southeast Quarter of the Southwest Quarter of Section 31, Township 80 North of Range 27 West of the 5th P.M., Dallas County, Iowa,

and;

WHEREAS, the rules and regulations of the Iowa Department of Natural Resources (the "Department") at Iowa Administrative Code Chapter 567, Section 43.3(7) require that the City provide the Department with proof of legal control of the land for a 200-foot radius around the new well, which legal control must be maintained by the public water system for the life of the well; and

WHEREAS, Dallas County, Iowa, owns the right-of-way of Midland Trail, a portion of which is located within the 200-foot radius, and a "No-Spray" Agreement with the County will meet the Department's requirements; and

WHEREAS, the Dallas County Engineer has approved the No-Spray Zone Agreement, a copy of which is attached hereto as Exhibit "A", for approval by the Dallas County Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, STATE OF IOWA that the No-Spray Zone Agreement with Dallas County, Iowa, attached hereto as Exhibit "A", is hereby approved; the Mayor and Clerk are authorized the sign the Agreement; and the Clerk is directed to submit the Agreement to the Dallas County Board of Supervisors for their approval.

IT IS FURTHER RESOLVED, upon receipt of the signed Agreement from the Dallas County Board of Supervisors, the Clerk is directed to have the Agreement recorded in the office of the Dallas County Recorder.

IT IS FURTHER RESOLVED, that the Director of Public Works is directed on behalf of the City to complete and file the County's No Spray Request Form.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

Prepared by and

Return to: Ralph R. Brown, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

**NO-SPRAY ZONE AGREEMENT BY
DALLAS COUNTY, IOWA, ON MIDLAND TRAIL
WITHIN A 200-FOOT RADIUS OF THE
CITY OF DALLAS CENTER'S
NEW WELL NO. 11 AS REQUIRED BY IOWA
DEPARTMENT NATURAL RESOURCES RULES**

THIS AGREEMENT is entered into as of the date written below by and between **THE CITY OF DALLAS CENTER, IOWA** (the "City") and **DALLAS COUNTY, IOWA** (the "County"), collectively "the Parties".

RECITALS:

WHEREAS, the City owns the well site of abandoned Well No. 4, legally described as:

The North 302 feet of the East 302 feet of the Southeast Quarter of the Southwest Quarter of Section 31, Township 80 North of Range 27 West of the 5th P.M., Dallas County, Iowa,

which existing well site will be utilized for the construction of new shallow Well No. 11 by the City; and

WHEREAS, rules and regulations of the Iowa Department of Natural Resources (the "Department") at Iowa Administrative Code Chapter 567, Section 43.3(7) require that the City provide the Department with proof of legal control of the land for a 200-foot radius around the well, which legal control must be maintained by the public water system for the life of the well; and

WHEREAS, the Department prohibits chemical application to the ground surface within 200 of the proposed well site and requires that the City obtain agreement that the County prohibit chemical applications, with the exception of de-icing chemicals to the Midland Trail right-of-way within the 200-foot radius of the proposed well site; and

WHEREAS, the City has other well sites located along Midland Avenue that were constructed before the Department required written No Spray Zone agreements between the City and County.

NOW, THEREFORE, in consideration of their mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED** by and between the Parties as follows:

1. The County agrees to not apply any chemicals within 200 feet of the City's proposed new shallow Well No. 11 and any other City wells located within 200 feet of Midland Trail, with the exception of de-icing materials.

2. The City agrees to mark the area affected, and to pay the cost for the purchase and installation of signs stating "No Chemical Spray Area".

3. The City agrees to be responsible for noxious weed and brush control within the areas covered by this Agreement.

4. The City's Public Works Director, Brian Slaughter, is directed to complete and file the County's No Spray Request Form.

5. This Agreement shall remain in effect until terminated in writing by both Parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the 17th day of December, 2019.

CITY OF DALLAS CENTER, IOWA

DALLAS COUNTY, IOWA

By _____
Michael A. Kidd, Mayor

By _____
Mark Hanson, Board Chair

By _____
Cindy Riesselman, City Clerk

By _____
Julia Helm, County Auditor

STATE OF IOWA :
 :ss.
COUNTY OF DALLAS :

On this 10th day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael A. Kidd and Cindy Riesselman, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. 2019-68 adopted on the 10th day of December, 2019, and that Michael A. Kidd and Cindy Riesselman acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntary executed.

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

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :

On this 17th day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark Hanson and Julia Helm, to me personally known, and who, being by me duly sworn, did say that they are the Chair of the Dallas County Board of Supervisors and the Dallas County Auditor, respectively; that the seal affixed to the foregoing instrument is the corporate seal of the County, and that the instrument was signed and sealed on behalf of the County by authority of its Board of Supervisors, as contained in Resolution No. _____ adopted on the 17th day of December, 2019, and that Mark Hanson and Julia Helm acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the County, by it voluntary executed.

_____, Notary Public
in and for the State of Iowa

Dallas County
Integrated Roadside
Vegetation Management

Dallas County Road Department
415 River Street
Adel, IA 50003

NO SPRAY Request Form

Name: _____ Phone: _____

Address: _____

City/State/Zip: _____

I request that the Dallas County Road Department not apply any herbicides to the right-of-way adjacent to the property I hereby designate.

Areas That Are Not To Be Treated

(Please be as specific as possible, feel free to include an illustration of the area on back)

County Road _____ Side of Road N, S, E, W

From _____

To _____

County Road _____ Side of Road N, S, E, W

From _____

To _____

I will post the above areas with NO SPRAY signs at **both ends**. The signs will have a minimum of 3-inch letters on a contrasting background with arrows pointing "in" towards the designated area. Also, the signs will be placed 5-feet above the ground and have an unobstructed view from the road.

I understand that by requesting that no herbicides be used in this area, I am now responsible for the vegetation control in the right-of-way, including: brush, trees, and noxious weeds (as listed in Section 317, Code of Iowa).

If, upon inspection by Dallas County Road Department staff, the vegetation is found to be improperly managed, we reserve the right to spray the affected area.

This is a long-term agreement and must be renewed every five years.

Signature _____

Date _____

RESOLUTION NO. 2019-69

RESOLUTION APPROVING AGREEMENTS WITH WILLIAM G. SCOTT, THE SEVEN HILLS TRUST, AND HALDEMAN FARMS, LLC WITH RESPECT TO THE 200-FOOT RADIUS FROM NEW WELL NO. 11

WHEREAS, by the adoption of Resolution 2019-67 the Council has ordered the construction of the Water System Improvements - Well No. 11, which construction will occur upon the well site of abandoned Well No. 4, legally described as:

The North 302 feet of the East 302 feet of the Southeast Quarter of the Southwest Quarter of Section 31, Township 80 North of Range 27 West of the 5th P.M., Dallas County, Iowa,

and;

WHEREAS, the rules and regulations of the Iowa Department of Natural Resources (the "Department") at Iowa Administrative Code Chapter 567, Section 43.3(7) require that the City provide the Department with proof of legal control of the land for a 200-foot radius around the new well, which legal control must be maintained by the public water system for the life of the well; and

WHEREAS, William G. Scott, The Seven Hills Trust, and Haldeman Farms, LLC own land within the 200-foot radius of the proposed new well; and

WHEREAS, the said owners of the land within the 200-foot radius of proposed new well, pursuant to the Department's rules and regulations have been requested to sign Agreements with the City in which they agree to the use restrictions imposed upon land within said 200-foot radius, and which restrictions are set out in Table A of Iowa Administrative Code Chapter 567, Section 43.3(7); and

WHEREAS, said owners of the land have been provided with Agreements, copies of which are attached hereto as Exhibits "A", "B" and "C", which Agreements should be approved by the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, STATE OF IOWA that the Agreements with William G. Scott, The Seven Hills Trust, and Haldeman Farms, LLC, copies of which are attached hereto as Exhibits "A", "B" and "C" are hereby approved; the Mayor and Clerk are authorized the sign the Agreements upon receipt from the land owners.

IT IS FURTHER RESOLVED, that the Clerk is directed to have the Agreements recorded in the office of the Dallas County Recorder.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

Prepared by and

Return to: Ralph R. Brown, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

**AGREEMENT TO GRANT CITY OF DALLAS CENTER
"LEGAL CONTROL" OVER A 200-FOOT RADIUS OF
NEW WELL NO. 11 AS REQUIRED BY IOWA
DEPARTMENT NATURAL RESOURCES RULES**

THIS AGREEMENT is entered into as of the date written below by and between **THE CITY OF DALLAS CENTER, IOWA** (the "City") and **WILLIAM G. SCOTT** ("Scott"), collectively "the Parties".

RECITALS:

WHEREAS, the City owns the well site of abandoned Well No. 4, legally described as:

The North 302 feet of the East 302 feet of the Southeast Quarter of the Southwest Quarter of Section 31, Township 80 North of Range 27 West of the 5th P.M., Dallas County, Iowa,

which existing well site will be utilized for the construction of new shallow Well No. 11 by the City; and

WHEREAS, rules and regulations of the Iowa Department of Natural Resources (the "Department") at Iowa Administrative Code Chapter 567, Section 43.3(7) require that the City provide the Department with proof of legal control of the land for a 200-foot radius around the well, which legal control must be maintained by the public water system for the life of the well; and

WHEREAS, the Department's rules and regulations provide that the City must ensure that the siting criteria, namely, the use restrictions imposed upon land within a 200-foot radius of the well and which are set out in Table A of Iowa Administrative Code Chapter 567, Section 43.3(7), are met.

Exhibit "A"

WHEREAS, a copy of said Table A current as of May 16, 2018, is attached hereto as Exhibit A.

WHEREAS, William G. Scott ("Scott") is the owner of certain real estate within 200 feet of new Well No. 11, and legally described as:

Parcel "C" of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section 31, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa, as shown on Survey recorded in Book 850 on page 725.

NOW, THEREFORE, in consideration of their mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED** by and between the Parties as follows:

1. Scott agrees to comply with the requirements set out in Table A on his real estate that is located within 200 feet of the City's new Well No. 11.
2. Scott agrees to these requirements for the life of the well.
3. This Agreement shall be binding on Scott and his successors and assigns, and shall be filed by the City in the office of the Dallas County Recorder.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the _____ day of _____, 20__.

CITY OF DALLAS CENTER, IOWA

By _____
Michael A. Kidd, Mayor

William G. Scott

By _____
Cindy Riesselman, City Clerk

Joyce A. Scott, his spouse

STATE OF IOWA :
 :SS.
COUNTY OF DALLAS :

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael A. Kidd and Cindy Riesselman, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. _____ adopted on the ____ day of _____, 20____, and that Michael A. Kidd and Cindy Riesselman acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntary executed.

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

STATE OF IOWA :
 :SS.
COUNTY OF DALLAS :

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William G. Scott and Joyce A. Scott, husband and wife, to me personally known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

_____, Notary Public
in and for the State of Iowa

Exhibit "A"

TABLE A: SEPARATION DISTANCES
 REQUIRED MINIMUM LATERAL DISTANCE
 FROM WELL AS HORIZONTAL ON THE
 GROUND SURFACE,
 IN FEET

SOURCE OF CONTAMINATION	Deep Well ¹	Shallow Well ¹
WASTEWATER STRUCTURES:		
Point of Discharge to Ground Surface		
Sanitary & industrial discharges	400	400
Water treatment plant wastes	50	50
Well house floor drains	5	5
Sewers & Drains²		
Sanitary & storm sewers, drains	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Sewer force mains	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if sanitary sewer pipe	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if sanitary sewer main pipe

Water plant treatment process wastes that are treated onsite	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe
Water plant wastes to sanitary sewer	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to sewers	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to surface	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe
Land Disposal of Treated Wastes		
Irrigation of wastewater	200	400
Land application of solid wastes ³	200	400
Other		
Cesspools & earth pit privies	200	400
Concrete vaults & septic tanks	100	200
Lagoons	400	1000
Mechanical wastewater treatment plants	200	400
Soil absorption fields	200	400
CHEMICALS:		
Chemical application to ground surface	100	200
Chemical & mineral storage above ground	100	200

Chemical & mineral storage on or under ground	200	400
Transmission pipelines (such as fertilizer, liquid petroleum, or anhydrous ammonia)	200	400
ANIMALS:		
Animal pasturage	50	50
Animal enclosure	200	400
Earthen silage storage trench or pit	100	200
Animal Wastes		
Land application of liquid or slurry	200	400
Land application of solids	200	400
Solids stockpile	200	400
Storage basin or lagoon	400	1000
Storage tank	200	400
MISCELLANEOUS:		
Basements, pits, sumps	10	10
Cemeteries	200	200
Cisterns	50	100
Flowing streams or other surface water bodies	50	50
GHEX loop boreholes	200	200
Railroads	100	200
Private wells	200	400
Solid waste landfills and disposal sites ⁴	1000	1000

Prepared by and
Return to: Ralph R. Brown, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

**AGREEMENT TO GRANT CITY OF DALLAS CENTER
"LEGAL CONTROL" OVER A 200-FOOT RADIUS OF
NEW WELL NO. 11 AS REQUIRED BY IOWA
DEPARTMENT NATURAL RESOURCES RULES**

THIS AGREEMENT is entered into as of the date written below by and between **THE CITY OF DALLAS CENTER, IOWA** (the "City") and **INDIRA VEMURI**, Trustee of **THE SEVEN HILLS TRUST** dated 7/21/2015 ("Seven Hills"), collectively "the Parties".

RECITALS:

WHEREAS, the City owns the well site of abandoned Well No. 4, legally described as:

The North 302 feet of the East 302 feet of the Southeast Quarter of the Southwest Quarter of Section 31, Township 80 North of Range 27 West of the 5th P.M., Dallas County, Iowa,

which existing well site will be utilized for the construction of new shallow Well No. 11 by the City; and

WHEREAS, rules and regulations of the Iowa Department of Natural Resources (the "Department") at Iowa Administrative Code Chapter 567, Section 43.3(7) require that the City provide the Department with proof of legal control of the land for a 200-foot radius around the well, which legal control must be maintained by the public water system for the life of the well; and

WHEREAS, the Department's rules and regulations provide that the City must ensure that the siting criteria, namely, the use restrictions imposed upon land within a 200-foot radius of the well and which are set out in Table A of Iowa Administrative Code Chapter 567, Section 43.3(7), are met.

Exhibit "B"

WHEREAS, a copy of said Table A current as of May 16, 2018, is attached hereto as Exhibit A.

WHEREAS, Seven Hills is the owner of certain real estate within 200 feet of new Well No. 11, and legally described as:

The Southwest Quarter of the Southeast Quarter lying Westerly of Midland Trail except a three acre parcel lying easterly of river being a part of Section 31, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa.

NOW, THEREFORE, in consideration of their mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED** by and between the Parties as follows:

1. Seven Hills agrees to comply with the requirements set out in Table A on its real estate that is located within 200 feet of the City's new Well No. 11.
2. Seven Hills agrees to these requirements for the life of the well.
3. This Agreement shall be binding on Seven Hills and its successors and assigns, and shall be filed by the City in the office of the Dallas County Recorder.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the _____ day of _____, 20__.

CITY OF DALLAS CENTER, IOWA

SEVEN HILLS TRUST

By _____
Michael A. Kidd, Mayor

By _____
Indira Vemuri, Trustee

By _____
Cindy Riesselman, City Clerk

STATE OF IOWA :
 :ss.
COUNTY OF DALLAS :

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael A. Kidd and Cindy Riesselman, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. _____ adopted on the ____ day of _____, 20____, and that Michael A. Kidd and Cindy Riesselman acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntary executed.

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

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Indira Vemuri, Trustee of the Seven Hills Trust, to me personally known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

_____, Notary Public
in and for the State of Iowa

Exhibit "A"

TABLE A: SEPARATION DISTANCES
 REQUIRED MINIMUM LATERAL DISTANCE
 FROM WELL AS HORIZONTAL ON THE
 GROUND SURFACE,
 IN FEET

SOURCE OF CONTAMINATION	Deep Well ¹	Shallow Well ¹
WASTEWATER STRUCTURES:		
Point of Discharge to Ground Surface		
Sanitary & industrial discharges	400	400
Water treatment plant wastes	50	50
Well house floor drains	5	5
Sewers & Drains ²		
Sanitary & storm sewers, drains	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Sewer force mains	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if sanitary sewer pipe	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if sanitary sewer main pipe

Water plant treatment process wastes that are treated onsite	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe
Water plant wastes to sanitary sewer	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to sewers	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to surface	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe
Land Disposal of Treated Wastes		
Irrigation of wastewater	200	400
Land application of solid wastes ³	200	400
Other		
Cesspools & earth pit privies	200	400
Concrete vaults & septic tanks	100	200
Lagoons	400	1000
Mechanical wastewater treatment plants	200	400
Soil absorption fields	200	400
CHEMICALS:		
Chemical application to ground surface	100	200
Chemical & mineral storage above ground	100	200

Chemical & mineral storage on or under ground	200	400
Transmission pipelines (such as fertilizer, liquid petroleum, or anhydrous ammonia)	200	400
ANIMALS:		
Animal pasturage	50	50
Animal enclosure	200	400
Earthen silage storage trench or pit	100	200
Animal Wastes		
Land application of liquid or slurry	200	400
Land application of solids	200	400
Solids stockpile	200	400
Storage basin or lagoon	400	1000
Storage tank	200	400
MISCELLANEOUS:		
Basements, pits, sumps	10	10
Cemeteries	200	200
Cisterns	50	100
Flowing streams or other surface water bodies	50	50
GHEX loop boreholes	200	200
Railroads	100	200
Private wells	200	400
Solid waste landfills and disposal sites ⁴	1000	1000

Prepared by and

Return to: Ralph R. Brown, P.O. Box 250, Dallas Center, IA 50063 (515) 992-3728

**AGREEMENT TO GRANT CITY OF DALLAS CENTER
"LEGAL CONTROL" OVER A 200-FOOT RADIUS OF
NEW WELL NO. 11 AS REQUIRED BY IOWA
DEPARTMENT NATURAL RESOURCES RULES**

THIS AGREEMENT is entered into as of the date written below by and between **THE CITY OF DALLAS CENTER, IOWA** (the "City") and **HALDEMAN FARMS, LLC**, an Iowa Limited Liability Company ("Haldeman"), collectively "the Parties".

RECITALS:

WHEREAS, the City owns the well site of abandoned Well No. 4, legally described as:

The North 302 feet of the East 302 feet of the Southeast Quarter of the Southwest Quarter of Section 31, Township 80 North of Range 27 West of the 5th P.M., Dallas County, Iowa,

which existing well site will be utilized for the construction of new shallow Well No. 11 by the City; and

WHEREAS, rules and regulations of the Iowa Department of Natural Resources (the "Department") at Iowa Administrative Code Chapter 567, Section 43.3(7) require that the City provide the Department with proof of legal control of the land for a 200-foot radius around the well, which legal control must be maintained by the public water system for the life of the well; and

WHEREAS, the Department's rules and regulations provide that the City must ensure that the siting criteria, namely, the use restrictions imposed upon land within a 200-foot radius of the well and which are set out in Table A of Iowa Administrative Code Chapter 567, Section 43.3(7), are met.

WHEREAS, a copy of said Table A current as of May 16, 2018, is attached hereto as Exhibit A.

WHEREAS, Haldeman is the owner of certain real estate within 200 feet of new Well No. 11, and legally described as:

That part of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 80 North Range 27 West of the 5th P.M., Dallas County, Iowa, lying West of River Heights Subdivision and Northeasterly of Midland Trail, containing 3.89 acres more or less,

and

That part of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 80 North, Range 27 West of the 5th P.M. lying West of River Heights Subdivision, Except Parcel "A" as shown in Book 737, Page 154 and Except the following described parcel:

Commencing at the center of said Section 31; thence South 89°49'31" East, 258.55 feet along the North line of the Southeast ¼ of said Section 31 to the point of beginning; thence continuing along said North line South 89°49'31" East, 530.94 feet to a point on the West line of River Heights, a Subdivision, said point also being Northwest corner of Lot 6 of River Heights; thence South 27°02'27" West 526.80 feet along said West line; thence Southwesterly along a 65 foot radius curve to the left, concave Easterly, having an arc length of 59.57 feet; thence South 8°33'23" East 274.12 feet along said West line to the Southwest Corner of Lot 5 of River Heights; thence North 85°05'48" West 317.28 feet; thence North 0°06'09" East 769.57 fee to the point of beginning, containing 6.54 acres more or less,

and

Parcel "B" of the survey of the NE 1/4 SW 1/4 of Section 31, Township 80 North, Range 27 West of the 5th P.M., as shown in Book 850, Page 725 in the Office of the Recorder of Dallas County, Iowa.

NOW, THEREFORE, in consideration of their mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED** by and between the Parties as follows:

1. Haldeman agrees to comply with the requirements set out in Table A on its real estate that is located within 200 feet of the City's new Well No. 11.
2. Haldeman agrees to these requirements for the life of the well.

3. This Agreement shall be binding on Haldeman and its successors and assigns, and shall be filed by the City in the office of the Dallas County Recorder.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the _____ day of _____, 20__.

CITY OF DALLAS CENTER, IOWA

HALDEMAN FARMS, LLC

By _____
Michael A. Kidd, Mayor

By _____
Gale D. Haldeman, Member

By _____
Cindy Riesselman, City Clerk

By _____
Gloria J. Haldeman, Member

STATE OF IOWA :
 :ss.
COUNTY OF DALLAS :

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael A. Kidd and Cindy Riesselman, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dallas Center, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. _____ adopted on the ____ day of _____, 20__, and that Michael A. Kidd and Cindy Riesselman acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntary executed.

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

STATE OF IOWA :
 : ss.
COUNTY OF DALLAS :

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gale D. Haldeman and Gloria J. Haldeman, Members of the Haldeman Farms, LLC, to me personally known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their and the Limited Liability Company's voluntary act and deed.

_____, Notary Public
in and for the State of Iowa

Exhibit "A"

TABLE A: SEPARATION DISTANCES
 REQUIRED MINIMUM LATERAL DISTANCE
 FROM WELL AS HORIZONTAL ON THE
 GROUND SURFACE,
 IN FEET

SOURCE OF CONTAMINATION	Deep Well ¹	Shallow Well ¹
WASTEWATER STRUCTURES:		
Point of Discharge to Ground Surface		
Sanitary & industrial discharges	400	400
Water treatment plant wastes	50	50
Well house floor drains	5	5
Sewers & Drains²		
Sanitary & storm sewers, drains	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Sewer force mains	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if sanitary sewer pipe	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if sanitary sewer main pipe

Water plant treatment process wastes that are treated onsite	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe
Water plant wastes to sanitary sewer	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to sewers	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to surface	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe

Land Disposal of Treated Wastes

Irrigation of wastewater	200	400
Land application of solid wastes ³	200	400
Other		
Cesspools & earth pit privies	200	400
Concrete vaults & septic tanks	100	200
Lagoons	400	1000
Mechanical wastewater treatment plants	200	400
Soil absorption fields	200	400
CHEMICALS:		
Chemical application to ground surface	100	200
Chemical & mineral storage above ground	100	200

Chemical & mineral storage on or under ground	200	400
Transmission pipelines (such as fertilizer, liquid petroleum, or anhydrous ammonia)	200	400
ANIMALS:		
Animal pasturage	50	50
Animal enclosure	200	400
Earthen silage storage trench or pit	100	200
Animal Wastes		
Land application of liquid or slurry	200	400
Land application of solids	200	400
Solids stockpile	200	400
Storage basin or lagoon	400	1000
Storage tank	200	400
MISCELLANEOUS:		
Basements, pits, sumps	10	10
Cemeteries	200	200
Cisterns	50	100
Flowing streams or other surface water bodies	50	50
GHEX loop boreholes	200	200
Railroads	100	200
Private wells	200	400
Solid waste landfills and disposal sites ⁴	1000	1000

RESOLUTION NO. 2019-70

A RESOLUTION APPROVING THE PLAT OF SURVEY OF PARCEL 2019-118 IN SECTION 12, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, AND WAIVING ANY SUBDIVISION REVIEW OF SUCH PLAT OF SURVEY

WHEREAS, the City of Dallas Center has submitted to the City of Dallas Center a Plat of Survey of Parcel 2019-1189 in the Northwest Quarter of Section 12, Township 79 North, Range 27 West of the 5th P.M., Dallas County, Iowa; and

WHEREAS, the City of Dallas Center is the owner of the real estate contained within said Plat of Survey; and

WHEREAS, the City Engineer has recommended that the City waive its subdivision review under Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, with respect to said Plat of Survey, and approve said Plat of Survey subject.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the City waive its subdivision review under Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, with respect to the Plat of Survey of Parcel 2019-118; and that said Plat of Survey is hereby approved.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 10th day of December, 2019.

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 regular 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. 2019-70 was presented and by a motion duly made and seconded, was duly adopted by the Council.

Dated at Dallas Center, Iowa, the 10th day of December, 2019.

Michael A. Kidd, Mayor

SEAL

Cindy Riesselman, City Clerk

INDEX LEGEND
 THE NW 1/4 OF SECTION 12-79-27
REQUESTOR: CITY OF DALLAS CENTER
 1502 WALNUT STREET
 DALLAS CENTER, IA 50063
PROPRIETOR: CITY OF DALLAS CENTER
 BOOK 1998 PAGE 10464
SURVEYOR: ERIC M. GREEN
RETURN TO: ERIC M. GREEN
 VEENSTRA & KIMM, INC.
 3000 WESTOWN PARKWAY
 WEST DES MOINES, IA 50266

PLAT OF SURVEY

IN THE NW 1/4 OF SECTION 12-79-27

LEGAL DESCRIPTION:
 A TRACT OF LAND LOCATED WITHIN A PLAT OF SURVEY IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE 5TH P.M., IN THE CITY OF DALLAS CENTER, DALLAS COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 7 ON PAGE 639 IN THE DALLAS COUNTY RECORDER'S OFFICE, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 89°04'14" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 196.12 FEET TO THE NORTHEAST CORNER OF PARCEL 7; THENCE SOUTH 35°05'02" EAST ALONG THE EAST LINE OF SAID PARCEL 7, 40.80 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 250TH STREET, SAID POINT BEING THE NORTHWEST CORNER OF SAID PLAT OF SURVEY RECORDED IN BOOK 7 ON PAGE 639; THENCE CONTINUING SOUTH 35°05'02" EAST ALONG SAID EAST LINE OF PARCEL 7, 932.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°04'14" EAST, 655.05 FEET TO A POINT ON THE EAST LINE OF SAID PLAT OF SURVEY; THENCE SOUTH 00°49'45" WEST ALONG SAID EAST LINE, 903.33 FEET TO THE SOUTHEAST CORNER OF SAID PLAT OF SURVEY, SAID POINT ALSO BEING ON THE EAST LINE OF SAID PARCEL 7; THENCE NORTH 35°05'02" WEST ALONG SAID EAST LINE OF PARCEL 7, 40.80 FEET TO THE POINT OF BEGINNING.

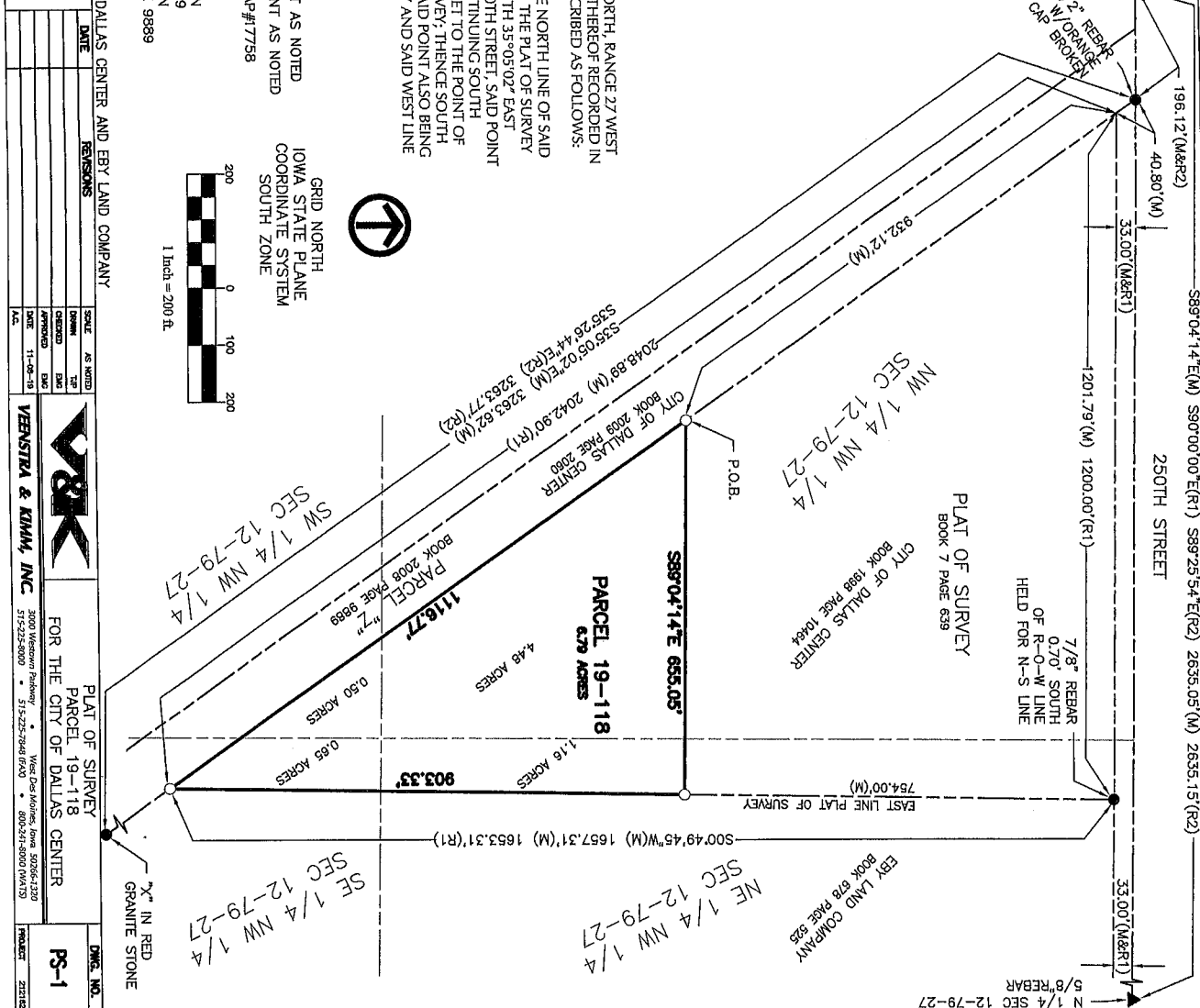
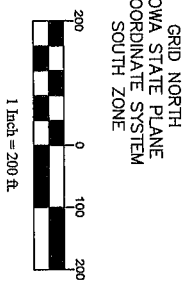
CONTAINING 6.79 ACRES, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENT OF RECORD.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signature: *[Signature]* Date: 11/20/2019
 Eric M. Green, P.L.S.
 Iowa License No. 17758
 My license renewal date is December 31, 2019
 Drawings covered by this seal: PS-1



- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT AS NOTED
 - FOUND PROPERTY CORNER MONUMENT AS NOTED
 - SET 5/8"x24" REBAR W/YELLOW CAP#17758 UNLESS NOTED
 - (M) MEASURED BEARING OR DISTANCE
 - (R1) RECORDED BEARING OR DISTANCE IN PLAT OF SURVEY BOOK 7 PAGE 639
 - (R2) RECORDED BEARING OR DISTANCE IN PLAT OF SURVEY BOOK 2008 PAGE 9889
 - PARCEL 19-118



PRODUCED FOR LAND SWAP BETWEEN CITY OF DALLAS CENTER AND EBY LAND COMPANY

DATE	REVISIONS

VEENSTRA & KIMM, INC.
 3200 Westown Parkway • West Des Moines, Iowa 50265-4120
 515-252-5800 • 515-252-7048 (FAX) • 800-241-9000 (NATIONWIDE)

PLAT OF SURVEY
 PARCEL 19-118
 FOR THE CITY OF DALLAS CENTER

PS-1

2019-70

RESOLUTION NO. 2019-71

A RESOLUTION APPROVING THE PLAT OF SURVEY OF PARCEL 2019-119 IN SECTION 12, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, AND WAIVING ANY SUBDIVISION REVIEW OF SUCH PLAT OF SURVEY

WHEREAS, the City of Dallas Center has submitted to the City of Dallas Center a Plat of Survey of Parcel 2019-1189 in the Northwest Quarter of Section 12, Township 79 North, Range 27 West of the 5th P.M., Dallas County, Iowa; and

WHEREAS, the Eby Land Company is the owner of the real estate contained within said Plat of Survey, and the City of Dallas Center requested the survey; and

WHEREAS, the City Engineer has recommended that the City waive its subdivision review under Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, with respect to said Plat of Survey, and approve said Plat of Survey subject.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, that the City waive its subdivision review under Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, with respect to the Plat of Survey of Parcel 2019-119; and that said Plat of Survey is hereby approved.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on the 10th day of December, 2019.

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 regular 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. 2019-71 was presented and by a motion duly made and seconded, was duly adopted by the Council.

Dated at Dallas Center, Iowa, the 10th day of December, 2019.

Michael A. Kidd, Mayor

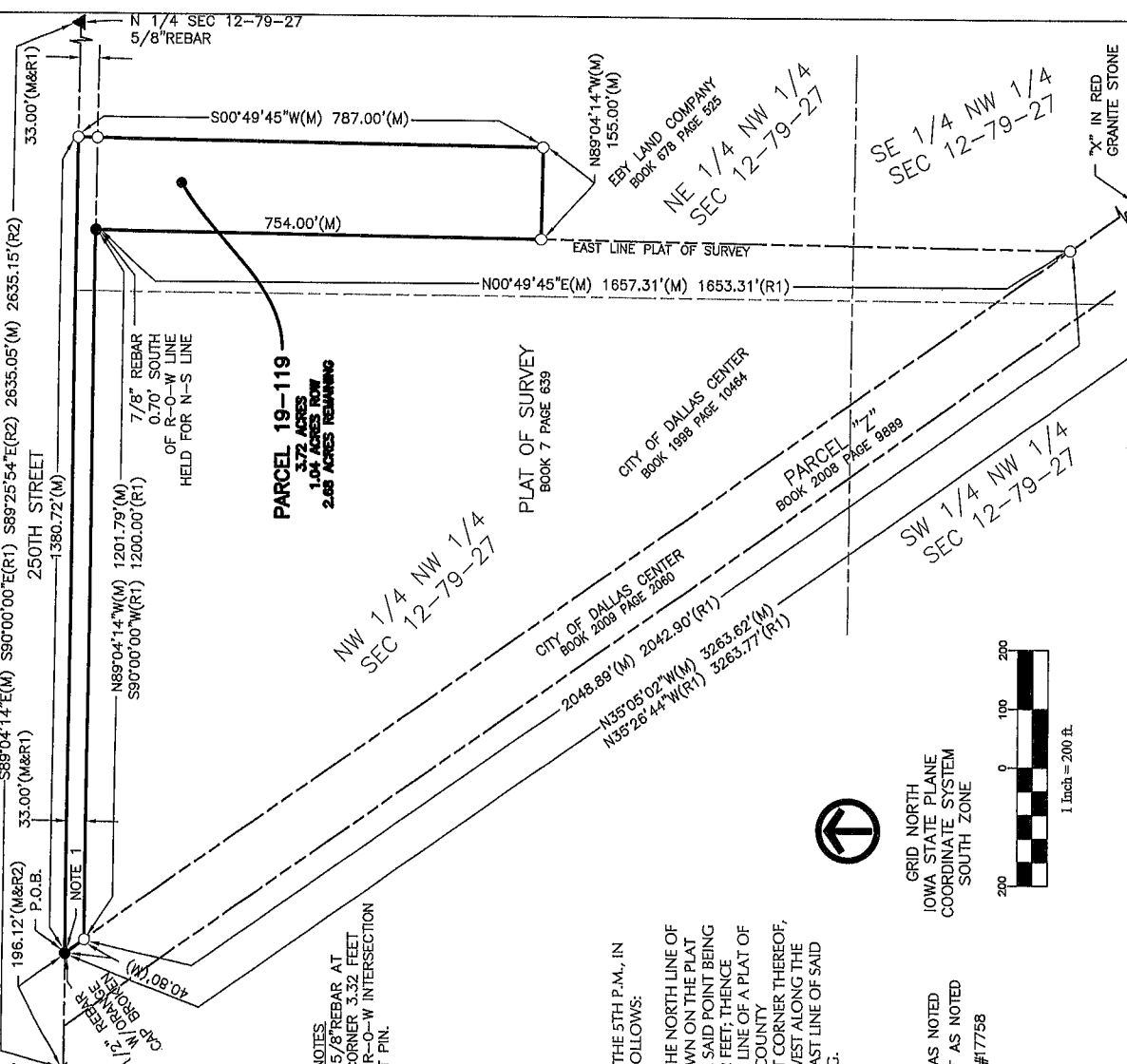
SEAL

Cindy Riesselman, City Clerk

PLAT OF SURVEY

IN THE NW 1/4 OF SECTION 12-79-27

INDEX LEGEND
 THE NW 1/4 OF SECTION 12-79-27
 CITY OF DALLAS CENTER
 1502 WALNUT STREET
 DALLAS CENTER, IA 50063
PROPRIETOR: EBY LAND COMPANY
 4763 PANORAMA DRIVE
 PANORA, IA 50216
 BOOK 678 PAGE 525
SURVEYOR: ERIC M. GREEN
RETURN TO: ERIC M. GREEN
 VEENSTRA & KIMM, INC.
 3000 WESTOWN PARKWAY
 WEST DES MOINES, IA 50266



DATE	REVISIONS	SCALE	AS NOTED
		AS SHOWN	
		RECORDED	
		DATE	
		DATE	
		DATE	
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		DATE	
		DATE	
		DATE	

PRODUCED FOR LAND SWAP BETWEEN CITY OF DALLAS CENTER AND EBY LAND COMPANY

VEENSTRA & KIMM, INC.
 3000 Westown Parkway • West Des Moines, Iowa 50266-5397
 515-252-8000 • 515-252-7948 (fax) • 800-241-4900 (toll free)

PLAT OF SURVEY
 PARCEL 19-119
 FOR THE CITY OF DALLAS CENTER

DWG. NO. PS-2
FIGURE 21212

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Eric M. Green
 Date 11/26/2019

Eric M. Green, P.L.S.
 Iowa License No. 17758
 My license renewal date is December 31, 2019
 Drawings covered by this seal: PS-2

2019-71

RESOLUTION NO. 2019-72

A RESOLUTION PROPOSING TO DISPOSE OF A PARCEL OF REAL ESTATE LOCATED IN AND OWNED BY THE CITY OF DALLAS CENTER, IOWA, DESCRIBED AS PARCEL 19-118 IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 27 WEST OF THE 5TH P.M. BY EXCHANGING IT FOR A PARCEL OF REAL ESTATE OWNED BY EBY LAND COMPANY DESCRIBED AS PARCEL 19-119, AND SETTING A PUBLIC HEARING THEREON.

WHEREAS, the City of Dallas Center owns the following described parcel of real estate in Dallas Center, Dallas County, Iowa:

Parcel 19-118 in the Northwest Quarter of Section 12, Township 79 North, Range 27 West of the 5th P.M. in the City of Dallas Center, Dallas County, Iowa,

; and

WHEREAS, the Council has determined that the foregoing described parcel of real estate should be disposed of by exchanging it, without any further consideration on the part of either part, with the following described parcel of real estate:

Parcel 19-119 in the Northwest Quarter of Section 12, Township 79 North, Range 27 West of the 5th P.M. in the City of Dallas Center, Dallas County, Iowa,

owned by Eby Land Company, an Iowa corporation; and

WHEREAS, Eby Land Company has agreed to exchange its Parcel 19-119 for the City's Parcel 19-118, without further consideration; and

WHEREAS, pursuant to the provisions of Section 364.7 of the Code of Iowa, the Council proposes to dispose of and exchange the above-described parcel of real estate under the terms described in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, the following proposal will be considered by the Council at a Public Hearing at 7:00 p.m. on January 14, 2020:

That the City Council of the City of Dallas Center, Iowa, dispose of and convey the following described real estate:

Parcel 19-118 in the Northwest Quarter of Section 12, Township 79 North, Range 27 West of the 5th P.M. in the City of Dallas Center, Dallas County, Iowa,

to Eby Land Company, in consideration of Eby Land Company conveying to the City of Dallas Center, Iowa, the following described real estate:

Parcel 19-119 in the Northwest Quarter of Section 12, Township 79 North, Range 27 West of the 5th P.M. in the City of Dallas Center, Dallas County, Iowa,

without further consideration.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS CENTER, IOWA, that the Council will make a final determination on the foregoing proposal to dispose of and exchange the parcel of real estate owned by the City of Dallas Center following the Public Hearing at 7:00 p.m. on January 14, 2020, at the Dallas Center Memorial Hall (above City Hall) at 1502 Walnut Street, Dallas Center, Iowa.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



REPORT OF CONSULTATION MEETING
ON THE PROPOSED AMENDMENT NO. 6
TO THE DALLAS CENTER URBAN RENEWAL PLAN

On November 13, 2019, Notices of a Consultation among the City of Dallas Center and affected taxing entities concerning the proposed Amendment No. 6 to the Dallas Center Urban Renewal Plan were mailed by the City Clerk to the Dallas Center-Grimes Community School District, and the Dallas County Board of Supervisors.

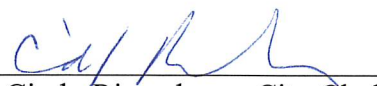
At the scheduled time of 4 p.m. on November 25, 2019, the undersigned was present in the Dallas Center City Hall for the consultation meeting. However, no representatives of any of the taxing entities attended the consultation meeting.

Dated this 25th day of November, 2019.



Michael A. Kidd, Mayor

ATTEST:



Cindy Riesselman, City Clerk

CITY HALL

RESOLUTION NO. 2019-73

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 6 TO THE DALLAS CENTER URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 92-18, adopted October 27, 1992, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Dallas Center Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Dallas Center Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Dallas County; and

WHEREAS, the City subsequently amended the Urban Renewal Plan by Amendment No. 1 to the Plan adopted May 25, 1993 by Resolution No. 93-22; by Amendment No. 2 to the Plan adopted November 27, 2000 by Resolution No. 2000-17; by Amendment No. 3 adopted June 9, 2009 by Resolution No. 2009-13; by Amendment No. 4 adopted November 11, 2014 by Resolution 2014-27; and by Amendment No. 5 adopted September 11, 2018 by Resolution No. 2018-38; and

WHEREAS, this Urban Renewal Area currently includes and consists of the real estate described in the original Plan and in Amendment Nos. 1, 2, 3, 4, and 5; and

WHEREAS, a proposed Amendment No. 6 to the Dallas Center Urban Renewal Plan ("Amendment No. 6" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add land to the Urban Renewal Area and identify additional urban renewal projects; and

WHEREAS, this proposed Amendment adds land to the Urban Renewal Area, as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 12, Township 79 North, Range 27 West of the 5th Principal Meridian; thence South along the East line of the Northwest Quarter of said Section 12, to the Center said Section 12; thence West along the South line of the Northwest Quarter of said

Section 12 to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12; thence North along the West line of the Southeast Quarter of the Northwest Quarter of said Section 12 to the westerly right-of-way line of the former railroad right-of-way; thence northwesterly along the westerly right-of-way line of the former railroad right-of-way to a point on the North line of the Northwest Quarter of said Section 12; thence East along the north line of the Northwest Quarter of said Section 12 to the point of beginning.

and

Commencing at the point of intersection of the West right-of-way line of 10th Street and the North right-of-way line of Vine Street; thence West along the North right-of-way line of Vine Street to the northeasterly line of the former railroad right-of-way; thence northwesterly along the northeasterly line of the former railroad right-of-way to the point of intersection with the South right-of-way line of Sycamore Street; thence West along the South right-of-way line of Sycamore Street extended to a point on the southwesterly line of the former railroad right-of-way; thence southeasterly along the southwesterly right-of-way line of the former railroad right-of-way to the point of intersection with the North right-of-way line of Vine Street; thence West along the North right-of-way line of Vine Street to the West right-of-way line of 12th Street; thence South along the West right-of-way line of 12th Street to a point on the South right-of-way line of Linden Street; thence East along the South right-of-way line and Linden Street extended to a point on the southwesterly line of the former railroad right-of-way; thence southeasterly along the southwesterly right-of-way line of the former railroad right-of-way to a point on the East line of Section 2, Township 79 North range 27 West of the 5th Principal Meridian; thence North along the East line of said Section 2 to the point of intersection with the northeasterly line of the former railroad right-of-way; thence northwesterly along the northeasterly line of the former railroad right-of-way to the point of intersection with the right-of-way line of Linden Street extended; thence East along the South right-of-way line of Linden Street extended and Linden Street to the West right-of-way line of 10th Street; thence North along the West right-of-way line of 10th Street to the point of beginning.

[Please note that this legal description has been updated since the November 12, 2019 resolution to account for changes suggested by the County Auditor. These changes were made for the sole purpose of not crossing tax parcels and were incorporated in the Notice of Public Hearing.]

WHEREAS, the proposed Amendment No. 6 to the Urban Renewal Area includes land classified as agricultural land and consequently written permission of the current owners has been obtained; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 6; and

WHEREAS, by resolution adopted on November 12, 2019, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 6 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 6 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Mayor, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 6 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Dallas County News, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 6, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

That the findings and conclusions set forth or contained in Amendment No. 6 concerning the area of the City of Dallas Center, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

This Council further finds:

Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Dallas Center Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

The Plan, as amended, and Amendment No. 6 to the Dallas Center Urban Renewal Plan conform to the general plan for the development of the City as a whole; and

Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Dallas Center Urban Renewal Area:

Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby

determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

That Amendment No. 6 to the Dallas Center Urban Renewal Plan of the City of Dallas Center, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 6 to the Dallas Center Urban Renewal Plan for the City of Dallas Center, State of Iowa"; Amendment No. 4 to the Dallas Center Urban Renewal Plan of the City of Dallas Center, State of Iowa, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 6 with the proceedings of this meeting.

That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 6 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 6 shall be forthwith

certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Dallas County, Iowa, to be filed and recorded in the manner provided by law.

That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 6, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

URBAN RENEWAL AREA

DALLAS CENTER URBAN RENEWAL AREA

DALLAS CENTER, IOWA

OCTOBER 1992

AMENDMENT NO. 1, MAY 1993

AMENDMENT NO. 2, NOVEMBER 2000

AMENDMENT NO. 3, MARCH 2009

AMENDMENT NO. 4, NOVEMBER 2014

AMENDMENT NO. 5, JULY 2018

AMENDMENT NO. 6, DECEMBER 2019



VEENSTRA & KIMM, INC.

AMENDMENT NO. 6

URBAN RENEWAL PLAN DALLAS CENTER URBAN RENEWAL AREA DALLAS CENTER, IOWA

INTRODUCTION

The Dallas Center Urban Renewal Plan was originally adopted in October 1992. The plan was amended in May 1993 to add Amendment No. 1. The plan was amended in November 2000 to add Amendment No. 2. The plan was amended in March 2009 to add Amendment No. 3. The plan was amended in October 2014 in Amendment No. 4 to adjust and correct the boundary of the Urban Renewal Area. Amendment No. 5 added a project to the Urban Renewal Area Plan and added language to the plan required by statutory changes since Amendment No. 4.

This Amendment No. 6 adds two areas to the Urban Renewal Area. Amendment No. 6 also adds two new projects including the partial funding of the Wastewater Treatment Plant Improvement project and partial funding of the Swimming Pool Improvement project.

The Urban Renewal Plan Amendment ("Urban Renewal Plan Amendment" or "Plan") amends the Urban Renewal Area ("Urban Renewal Area" or "Area") originally established in October 1992. In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended. The Urban Renewal Area is being amended in accordance with the requirements of Chapter 403 of the Code of Iowa.

URBAN RENEWAL AREA

The boundary of the original Urban Renewal Area established in 1992, as illustrated in yellow on Exhibit A, include an area in the City of Dallas Center described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 35, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa; thence southerly along the Quarter-Quarter line of the Southwest corner to the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of said Section 35; then Westerly along the North right-of-way line of Sugar Grove Avenue (Highway 44) to a point directly North of the Northeast corner of Lot 4 in Block 66 of Huber and Vandercook's Addition to the City of Dallas Center, Iowa; thence southerly along the West boundary of Tenth Street to the Southeast corner of Lot 1 in Block 2 of said Huber and Vandercook's Addition; thence easterly to the Southeast corner of Lot 1 in Block 1 of said Huber and Vandercook's Addition and continuing easterly along the South right-of-way of Linden Street and continuing easterly to the Southeast corner of Lot 63 in Meadow View Acres Plat One to the City

of Dallas Center, Iowa; thence northerly along the East existing corporate boundaries to the Northeast corner of Lot 71 in said Meadow View Acres Plat One; thence westerly to the section line (which is the center of the platted Fair View Drive); thence northerly along the existing corporate boundary and continuing to follow the existing corporate boundary to the Northeast corner of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas County, Iowa; thence northerly along the section line of the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 35, Township 80 North, Range 27 West of the 5th P.M., thence westerly to the point of beginning.

The boundaries of the additional areas added to the Dallas Center Urban Renewal Area in 1993 in Amendment No. 1, as illustrated in blue on Exhibit A, are described as follows:

Commencing at the Southeast corner of Lot 1 in Block 66 of Huber and Vandercook's Addition to the City of Dallas Center, Dallas County, Iowa; thence westerly to the Southeast corner of Lot 1 in Block 1 of Brenton's Addition to the City of Dallas Center; thence southerly to a point 70 feet west of the Northwest corner of Lot 8 in Block 78 of the Original City of Dallas Center; thence easterly to the Northeast corner of Lot 3 in block 78 of the Original City of Dallas Center; thence northerly to the Northeast corner of Lot 4 in Block 75 of the Original City of Dallas Center; thence easterly to the Northeast corner of Lot 4 in Block 50 of Huber and Vandercook's Addition; and thence northerly to the point of beginning, all in the City of Dallas Center, Dallas County, Iowa;

and

Beginning at a point 254.75 feet North of the Northeast corner of the Southeast Quarter (SE¹/₄) Northeast Quarter (NE¹/₄), Section Two (2), Township 79 North of Range 27, West of the 5th P.M., Dallas County, Iowa, thence West 500 feet, thence South 300 feet, thence East 500 feet, thence North 300 feet to the point of beginning, containing 3.443 acres, more or less; and

Commencing at the Southeast Corner of Lot numbered Five (5) in Block numbered Forty-eight (48), in Huber and Vandercook's Addition to the City of Dallas Center, Dallas County, Iowa, thence East 872 feet; thence North 150 feet; thence West 250 feet; thence South 117 feet; thence West 622 feet; thence South 33 feet to place of beginning; and

Commencing at the Southeast Corner of Lot Five (5) in Block numbered Forty-eight (48), in Huber and Vandercook's Addition to the City of Dallas Center, Dallas County, Iowa, thence East 872 feet; thence North 150 feet; thence West 250 feet to the point of beginning; thence South 117 feet; thence West 125 feet; thence North 117 feet; thence East 125 feet; more or less, to the aforesaid point of beginning, all in Section Two (2), Township 79 North of Range 27, West of the 5th P.M., Dallas County, Iowa. The area includes the full right-of-way of all streets forming the boundary.

The boundaries of the additional areas added to the Dallas Center Urban Renewal Area in 2000 in Amendment No. 2, as illustrated in pink on Exhibit A, are described as follows:

Commencing at the Northeast Corner of Section 2, Township 79 North, Range 27 West of the 5th Principal Meridian; thence south a distance of 715 feet along the east line of the northeast corner of said Section 2 to the point of beginning, said point being on line with the south line of Maple Street; thence continuing south along the east line of the Northeast Quarter (NE 1/4) of said Section 2, a measured distance of 361.85 feet; thence west a distance of 452 feet; thence south a distance of 115 feet; thence west a distance of 375 feet; thence south a distance of 117 feet; thence west a distance of 497 feet; thence north a distance of 181 feet; thence east a distance of 166 feet; thence north a distance of 416 feet; thence east a distance of approximately 1,158 feet to the point of beginning,

and

Commencing at the northeast corner of Lot 3 in Block 78 of the original City of Dallas Center; thence east to the northwest corner of Lot 14 of the original City of Dallas Center; thence south along the east right-of-way of Percival Avenue to the southwest corner of Lot 8 in Block 9 of the original City of Dallas Center; thence east along the north right-of-way line of Linden Street to the east line of the Northwest Quarter (NW 1/4) of Section 2, Township 79 North, Range 27 West of the 5th Principal Meridian, said point also being located in the center of the right-of-way of 13th Street; thence south along the east line of the Northeast Quarter (NE 1/4) of said Section 2 to the Center of said Section 2; thence south along the east line of the Southwest Quarter (SW 1/4) of said Section 2 to the southeast corner of the north 10 acres of the South One-half of the Southwest Quarter (SW 1/2 SW 1/4) of said Section 2; thence west along the south line of the north 10 acres of the South One-half of the Southwest Quarter (S 1/2 SW 1/4) of said Section 2 to the west line of the Southwest Quarter (SW 1/4) of said Section 2; thence north along the west line of said Section 2 to the West Quarter corner (W 1/4 cor.) of said Section 2; thence north to a point on the north right-of-way line of Linden Street; thence east along the north line of Linden Street to the point of intersection with the west right-of-way line of Kellogg Avenue; thence north along the west right-of-way line of Kellogg Avenue to a point located 70 feet west of the northwest corner of Lot 8 in Block 78 of the original City of Dallas Center; thence east to the northwest corner of Lot 8 in Block 78 of the original City of Dallas Center; thence east along the north line of block 78 in the original City of Dallas Center to the point of beginning,

and

The Southwest Quarter (SW 1/4) of Section 1, Township 79 North, Range 27 West of the 5th Principal Meridian, City of Dallas Center, Dallas County, Iowa, lying north of the railroad right-of-way.

The boundaries of the additional area added to the Urban Renewal Area in 2009 in Amendment No. 3, as illustrated in green on Exhibit A, are described as follow:

Commencing at the northeast corner of Lot 4, Block 50 Huber and Vandercook's Addition, said point being the southwest corner of the intersection of the right-of-way of Maple Street and 10th Street; thence west along the south right-of-way line of Maple Street to the northwest corner of Lot 5, Block 56 of the original City of Dallas Center, said point being the southeast corner of the intersection of the right-of-way of Maple Street and Percival Avenue; thence south along the east right-of-way line of Percival Avenue to the northwest corner of Lot 14, Block 25 of the original City of Dallas Center, said point being the southeast corner of the intersection of the right-of-way of Percival Avenue and Sycamore Street; thence east along the south right-of-way line of Sycamore Street to the northeast corner of Lot 16, Block 31 Huber and Vandercook's Addition, said point being the southwest corner of the intersection of the right-of-way of Sycamore Street and 10th Street; thence north along the west right-of-way line of 10th Street to the point of beginning.

The boundaries of the additional area added to the Dallas Center Urban Renewal Area in 2014 in Amendment No. 4, as illustrated in orange on Exhibit A, is described as follows:

The first change increases the urban renewal area by adding the following area.

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 35, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa; continuing at the Southeast corner of Lot 63 in Meadow View Acres Plat One to the City of Dallas Center, Iowa; thence easterly along the South line of Parcel FF of a Plat of Survey recorded December 7, 2012 in Book 2012, Page 22201 to the Southeast corner of Parcel FF; thence northerly along the East line of the Plat of Survey recorded December 7, 2012 in Book 2012, Page 22201 to the northeast corner of Parcel AA in the Plat of Survey recorded December 7, 2012 in Book 2012, Page 22201; thence westerly to the Northeast corner of Lot 71 in said Meadow View Acres Plat One;

The area added as part Amendment No. 4 consists of six lots created by a Plat of Survey dated December 7, 2012. These lots have been conveyed to and tied to lots located within Meadow View Acres Plat One. Because the added area consists of parcels that have been made a part of parcels located within the original urban renewal area, the additional area added as part of Amendment No. 4 is to be considered part of the original urban renewal area resulting in a description of the original urban renewal area being as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 35, Township 80 North, Range 27 West of the 5th P.M., Dallas County, Iowa; thence southerly along the Quarter-Quarter line to the Southwest corner of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of said Section 35; thence Westerly along the North right-of-way line of Sugar Grove

Avenue (Highway 44) to a point directly North of the Northeast corner of Lot 4 in Block 66 of Huber and Vandercook's Addition to the City of Dallas Center, Iowa; thence southerly along the West boundary of Tenth Street to the Southeast corner of Lot 1 in Block 2 of said Huber and Vandercook's Addition and continuing easterly along the South right-of-way of Linden Street and continuing easterly to the Southeast corner of Lot 63 in Meadow View Acres Plat One to the City of Dallas Center, Iowa; thence easterly along the South line of Parcel FF of a Plat of Survey recorded December 7, 2012 in Book 2012, Page 22201 to the Southeast corner of Parcel FF; thence northerly along the East line of the Plat of Survey recorded December 7, 2012 in Book 2012, Page 22201 to the northeast corner of Parcel AA in the Plat of Survey recorded December 7, 2012 in Book 2012, Page 22201; thence westerly to the Northeast corner of Lot 71 in said Meadow View Acres Plat One; thence westerly to the section line (which is the center of platted Fair View Drive); thence northerly along the existing corporate boundary and continuing to follow the existing corporate boundary to the Northeast corner of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas County, Iowa; thence northerly along the section line to the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 35, Township 80 North, Range 27 West of the 5th P.M., thence westerly to the point of beginning.

The urban renewal area set forth in Amendment No. 2 includes a small overlap with a portion of Lot 63 Meadow View Acres Plat One. The area added as part of this amendment creates an additional overlap with the area added as a part of Amendment No. 2. To eliminate the overlap the area added in Amendment No. 2 is modified to delete the overlap resulting in the description of the area being changed from its original description reading:

The Southwest Quarter (SW1/4) of Section 1, Township 79 North, Range 27 West of the 5th Principal Meridian, Dallas Center, Iowa, lying north of the railroad right-of-way.

to read as follows:

The Southwest Quarter (SW1/4) of Section 1, Township 79 North, Range 27 West of the 5th Principal Meridian, Dallas Center, Iowa, lying north of the railroad right-of-way, except that portion of Lot 63 Meadow View Acres Plat One and that portion of Lot FF as set forth in a Plat of Survey dated December 7, 2012 located within the Southwest Quarter (SW1/4) of said Section 1.

Amendment No. 4 clarified the original urban renewal area established in 1992 included the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 35, Township 80 North, Range 27 West of the 5th Principal Meridian, City of Dallas Center, Dallas County, Iowa. Although included in the original description, the maps prepared as part of the original Urban Renewal Plan and all subsequent maps, erroneously omitted this quarter section from inclusion within the urban renewal area. Amendment No. 4 clarified

the Northeast Quarter of the Southeast Quarter of Section 1 is included within the urban renewal plan area.

Amendment No. 5 to the Urban Renewal Plan did not change the Urban Renewal Area.

The boundary of the additional areas added to the Dallas Center Urban Renewal Area as part of this Amendment (Amendment No. 6) in 2019 as illustrated in brown on Exhibit A are described as follows:

Commencing at the Northeast corner of the Northwest Quarter of Section 12, Township 79 North, Range 27 West of the 5th Principal Meridian; thence South along the East line of the Northwest Quarter of said Section 12, to the Center said Section 12; thence West along the South line of the Northwest Quarter of said Section 12 to the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12; thence North along the West line of the Southeast Quarter of the Northwest Quarter of said Section 12 to the westerly right-of-way line of the former railroad right-of-way; thence northwesterly along the westerly right-of-way line of the former railroad right-of-way to a point on the North line of the Northwest Quarter of said Section 12; thence East along the north line of the Northwest Quarter of said Section 12 to the point of beginning.

and

Commencing at the point of intersection of the West right-of-way line of 10th Street and the North right-of-way line of Vine Street; thence West along the North right-of-way line of Vine Street to the northeasterly line of the former railroad right-of-way; thence northwesterly along the northeasterly line of the former railroad right-of-way to the point of intersection with the South right-of-way line of Sycamore Street; thence West along the South right-of-way line of Sycamore Street extended to a point on the southwesterly line of the former railroad right-of-way; thence southeasterly along the southwesterly right-of-way line of the former railroad right-of-way to the point of intersection with the North right-of-way line of Vine Street; thence West along the North right-of-way line of Vine Street to the West right-of-way line of 12th Street; thence South along the West right-of-way line of 12th Street to a point on the South right-of-way line of Linden Street; thence East along the South right-of-way line and Linden Street extended to a point on the southwesterly line of the former railroad right-of-way; thence southeasterly along the southwesterly right-of-way line of the former railroad right-of-way to a point on the East line of Section 2, Township 79 North range 27 West of the 5th Principal Meridian; thence North along the East line of said Section 2 to the point of intersection with the northeasterly line of the former railroad right-of-way; thence northwesterly along the northeasterly line of the former railroad right-of-way to the point of intersection with the right-of-way line of Linden Street extended; thence East along the South right-of-way line of Linden Street extended and Linden Street to the West right-of-way line

of 10th Street; thence North along the West right-of-way line of 10th Street to the point of beginning.

AGRICULTURAL PROPERTY

Portions of the property within the Urban Renewal Area, as amended, are classified as "agricultural land" as defined in Section 403.17(3) of the Code of Iowa. None of the agricultural land added in the original Urban Renewal Area, Amendment No. 1, Amendment No. 2, Amendment No. 3, or Amendment No. 4 was added subsequent to the date when property owners were required to consent to the inclusion of agricultural land within an urban renewal area.

A portion of the property included in this Urban Renewal Amendment No. 6 is classified as agricultural land. The property owner of the agricultural land has consented to inclusion of the property within the urban renewal area. A copy of the property owners consent is included in Exhibit B.

BASE VALUATION

If the Urban Renewal Area is legally established and a TIF ordinance is adopted, the base valuation will be the sum of the assessed value of the taxable property in the area covered by the TIF ordinance as of January 1 of the calendar year preceding the first calendar year in which the City certifies debt to the Dallas County Auditor that is payable from the division of property tax revenue under Section 403.19 of the Code of Iowa.

EFFECTIVE DATE

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan and Area, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Area, including each Amendment Area, for the maximum period allowed by law.

As part of Amendment No. 4 to the Urban Renewal Plan the City modified the ending dates of the urban renewal area as set forth in the original urban renewal plan area, and the areas in Amendment No. 1, Amendment No. 2, Amendment No. 3 and the new area in Amendment No. 4 as follows:

- a. The original urban renewal plan area will terminate June 30, 2031.
- b. The area in Amendment No. 1 will terminate June 30, 2031.
- c. The area in Amendment No. 2 will terminate June 30, 2022.
- d. The area in Amendment No. 3 will terminate June 30, 2031.
- e. The area in Amendment No. 4 will terminate June 30, 2031.

As part of Urban Renewal Amendment No. 6 the City established the ending date for the urban renewal area added as a part of Amendment No. 6 to coincide with the ending date of the original Urban Renewal Plan area and the areas in Amendment No. 1, Amendment No. 3 and Amendment No. 4. The ending date for the area in Urban Renewal Area No. 6 is as follows:

- f. The area in Amendment No. 6 will terminate on June 30, 2031.

Amendment No. 5 added no area to the Urban Renewal Area.

TAX INCREMENT DISTRICT

The original Urban Renewal Plan was adopted during calendar year 1992. The "frozen base" of the original district as described in Section B of the original Urban Renewal Plan was the taxable valuation in place as of January 1, 1991.

Amendment No. 1 of the Urban Renewal Plan was adopted during calendar year 1993. The "frozen base" of the area in the amended district was the taxable valuation in place as of January 1, 1992.

Amendment No. 2 of the Urban Renewal Plan was adopted during calendar year 2000. The "frozen base" of the area added in the second amendment to the urban renewal area was the taxable valuation in place as of January 1, 1999.

Amendment No. 3 of the Urban Renewal Plan was adopted during calendar year 2009. The "frozen base" of the area added in the third amendment to the urban renewal area was the taxable valuation in place as of January 1, 2008.

Amendment No. 4 of the Urban Renewal Plan was adopted during calendar year 2014. The "frozen base" of any area added or subtracted in the fourth amendment to the district will be the taxable valuation in place as of January 1, 2013.

Amendment No. 6 of the Urban Renewal Plan was adopted during calendar year 2019. The "frozen base" of any area added in the sixth amendment to the district will be the taxable valuation in place as of January 1, 2018.,

The "frozen base" value of the area of the district will be determined by adding the January 1, 1991 valuation of the original district, the January 1, 1992 valuation of the area included in Amendment No. 1, the January 1, 1999 valuation of the area added in Amendment No. 2, the January 1, 2008 valuation of the area added in Amendment No. 3, the January 1, 2013 valuation of any area added as a result of Amendment No. 4 and the January 1, 2018 valuation of any area added as a result of Amendment No. 6. In the event of an overlap of areas the "frozen base" will be the base as of the year in which the area was first added to the Urban Renewal Area.

No area is added to the Urban Renewal Area as part of Amendment No. 5.

URBAN RENEWAL FINANCING

The City of Dallas Center intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of Dallas Center has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the proposed urban renewal project. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Dallas Center. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers or private entities in connection with the urban renewal project identified in the Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of the Urban Renewal Plan.

AREA OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for development within the Area.

More specific objectives for development within the Urban Renewal Area are as follows:

- To help finance the cost of constructing sanitary sewer, water main, streets and other public improvements in support of new development.
- To improve the conditions in the area through the construction of public improvements, such as streets and sidewalks.
- New rehabilitated, converted or expanded industrial uses within the industrial land use area.
- New rehabilitated, converted or expanded commercial uses within the commercial land use area.

TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa including, but not limited to, tax increment financing. Activities may include:

- A. To arrange for or cause to be provided the construction or repair of public infrastructure including water lines, sewer lines, streets or other facilities in connection with urban renewal projects.
- B. To undertake or carry out urban renewal projects through the execution of contracts and other instruments.
- C. To provide for the construction of specific improvements such as grading and site preparation activities, access roads and parking, railroad spurs, fencing, utility connections and related activities.

URBAN RENEWAL PROJECTS - THIS AMENDMENT

The City of Dallas Center intends to utilize tax increment financing to pay some or all of the costs of certain improvements located within or adjacent to the urban renewal areas. The projects or purposes for which the funds will be expended include:

- a. Construction of the Wastewater Treatment Facility Improvement project located south of 250th Street east of Fair View Drive. The estimated cost for the Wastewater Treatment Facility Improvement project is approximately \$4,600,000. The maximum portion of the cost of the Wastewater Treatment Facility Improvement project the City would consider funding through the utilization of tax increment financing under this amendment would not exceed approximately \$1,000,000.
- b. Construction of the Swimming Pool Improvement project located southeast of 12th Street and Vine Street. The estimated cost for the Swimming Pool Improvement project is approximately \$3,200,000. The maximum portion of the cost of the Swimming Pool Improvement project the City would consider funding through the utilization of tax increment financing under this amendment would not exceed approximately \$1,000,000.

The exact cost of the improvement and the extent of the cost of improvements set forth in the Urban Renewal Plan that will be funded from Tax increment Financing will be determined by the City Council from time to time, as appropriate. The City Council reserves the right to not fund any of the identified projects from Tax Increment Financing or to partially fund a project from Tax Increment Financing.

Any new or additional projects may be funded from Tax Increment Financing only to the extent set forth in a subsequent amendment to this Urban Renewal Plan.

EXISTING DEBT

A summary of the existing general obligation debt of the City of Dallas Center as of November 1, 2019 is as follows:

<u>Issue Date</u>	<u>Maturity Date</u>	<u>Amount Issued</u>	<u>Amount Outstanding</u>	<u>Purpose</u>
3/1/2001	6/1/2020	\$250,000	\$18,000	Sewer Improvements
6/1/2011	6/1/2031	\$1,455,000	\$905,000	Street Improvements
12/22/2016	6/1/2036	\$3,000,000	\$2,800,000	Storm Drainage Improvements
			<u>\$3,723,000</u>	

As of November 1, 2019 the City has outstanding \$3,723,000 in general obligation debt.

As of November 1, 2019 the total assessed value of the City of Dallas Center is \$151,317,399. The constitutional debt limit of the City of Dallas Center is \$7,565,870.

As of November 1, 2019 the outstanding debt consists 49.21% of the constitutional debt limit.

A specific amount of debt to be incurred for the Eligible Urban Renewal Projects, as identified in this Plan, has not yet been determined. This document is for planning purposes. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately \$1,000,000.

DEVELOPMENT PLAN

The City of Dallas Center has a general plan for the physical development of the City, as a whole, outlined in the Comprehensive Plan for the City of Dallas Center. The goals, objectives, and projects proposed in this Urban Renewal Plan are in conformity with the goals, objectives, and policy recommendations established in the Comprehensive Plan for the City of Dallas Center.

Any need for constructing traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth herein.

The Urban Renewal Area consists of land zoned for various residential and commercial zoning districts. This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process.

PROPERTY ACQUISITION/DISPOSITION

Other than easements and public right-of-ways, no property acquisition by the City is anticipated at this time. However, if property acquisition/disposition becomes necessary to accomplish the objectives of the Plan, urban renewal powers will be carried out, without limitation, in accordance with the State of Iowa Urban Renewal Law.

RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal project; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

PROPERTY WITHIN URBAN REVITALIZATION AREA

If the Urban Renewal Area is located within an established Urban Revitalization Area, no tax abatement incentives will be allowed for development that occurs in this Urban Renewal Area.

STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorized or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be further amended from time to time for a number of reasons, including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

EXHIBIT A
MAP OF URBAN RENEWAL AREA

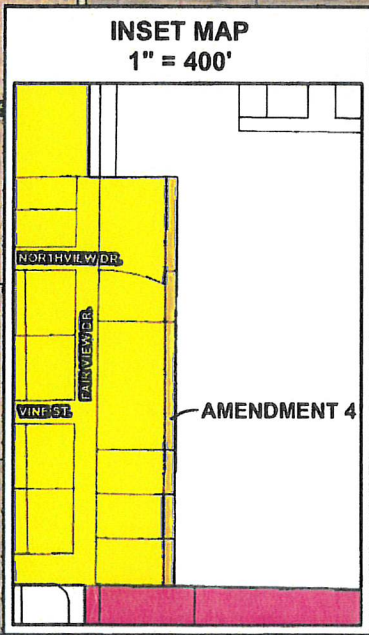
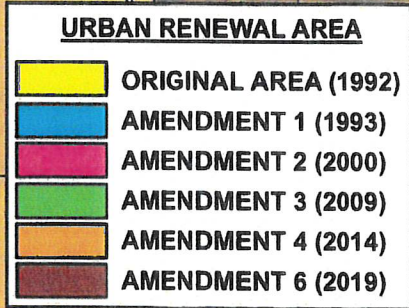
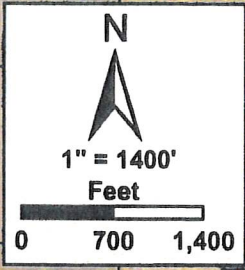


EXHIBIT B

CONSENT OF OWNER'S OF
AGRICULTURAL PROPERTY

EXHIBIT B

AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE DALLAS CENTER URBAN RENEWAL AREA

WHEREAS, the City of Dallas Center, Iowa, (the "City") has established the Dallas Center Urban Renewal Area (the "Urban Renewal Area" or "Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Area will be amended to include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(3) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property within the Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

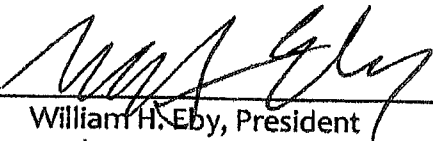
1. The Agricultural Land Owner hereby certifies that it is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Dallas Center, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Dallas Center, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

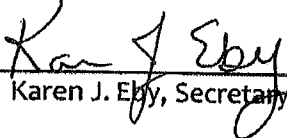
DATED this 4th day of November, 2019.

Name of Agricultural Land Owner: EBY LAND COMPANY

(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

EBY LAND COMPANY

By 
William H. Eby, President

By 
Karen J. Eby, Secretary

Council Member _____ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF DALLAS CENTER, IOWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$3,025,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2020, OF THE CITY OF DALLAS CENTER, IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES, AND APPROVING FORM OF TAX EXEMPTION CERTIFICATE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

Resolution No. 2019-74

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF DALLAS CENTER, IOWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$3,025,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2020, OF THE CITY OF DALLAS CENTER, IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES, AND APPROVING FORM OF TAX EXEMPTION CERTIFICATE

WHEREAS, the City Council of the City of Dallas Center, Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the municipal sewer system, sometimes hereinafter referred to as the "System", and said revenues have not been pledged and are available for the payment of Sewer Revenue Capital Loan Notes, Series 2020, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Sewer Revenue Capital Loan Notes, Series 2020, to the extent of \$3,025,000, for the purpose of defraying the costs of the Project as set forth in

Section 1 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

WHEREAS, there were issued \$750,000 Sewer Revenue Capital Loan Notes, Series 2001, part of which remain outstanding and are a lien on the net revenues of the System (the "Outstanding Obligations"). In the resolution authorizing the issuance of the Outstanding Obligations it is provided that additional revenue notes or bonds may be issued on a parity with the outstanding notes or bonds, for the costs of future improvements and extensions to the System, provided that there has been procured and placed on file with the City Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of said parity notes or bonds; and

WHEREAS, the Original Purchaser of the current issue of Notes also purchased and holds the Outstanding Obligations issue and has waived any requirement in the resolution authorizing the Outstanding Obligations to obtain a "parity certificate" from an independent auditor, and hereby consents to the current issue on an equal parity to the Outstanding Obligations; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of \$3,025,000 Sewer Revenue Capital Loan Notes, Series 2020, has heretofore been duly published and no objections to such proposed action have been filed.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

◆ "Additional Bonds" shall mean any sewer revenue bonds or notes or other obligations issued on a parity with the Notes in accordance with the provisions of Section 21 hereof.

◆ "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser relating to the Loan made to the City under the Program.

◆ "City Clerk" shall mean the City Clerk or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

◆ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan by the Trustee.

◆ "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body.

- ◆ "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year.
- ◆ "Governing Body" shall mean the City Council, or its successor in function with respect to the operation and control of the System.
- ◆ "Independent Auditor" shall mean an independent firm of certified public accountants or the Auditor of State.
- ◆ "Issuer" and "City" shall mean the City of Dallas Center, Iowa.
- ◆ "Loan" shall mean the principal amount allocated by the Original Purchaser to the City under the Program, equal in amount to the principal amount of the Notes.
- ◆ "Net Revenues" shall mean gross earnings of the System after deduction of Current Expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies, but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.
- ◆ "Notes" or "Note" shall mean \$3,025,000 Sewer Revenue Capital Loan Notes, Series 2020, authorized to be issued by this Resolution.
- ◆ "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Notes from Issuer at the time of their original issuance.
- ◆ "Outstanding Obligations" shall mean the Sewer Revenue Capital Loan Notes, Series 2001, dated May 21, 2001, issued in accordance with Resolution No. 2001-6, adopted February 6, 2001, \$88,000 of which obligations are still outstanding and unpaid and remain a lien on the Net Revenues of the System.
- ◆ "Parity Obligations" shall mean notes or bonds payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued and shall include Additional Bonds as authorized to be issued under the terms of this Resolution and the Outstanding Obligations.

◆ "Paying Agent" shall mean the City Clerk/Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's Agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

◆ "Permitted Investments" shall mean:

- direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
- cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);
- obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:
 - Export - Import Bank
 - Farm Credit System Financial Assistance Corporation
 - USDA - Rural Development
 - General Services Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (PHA's)
 - Federal Housing Administration
- repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;
- senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;
- U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
- commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

- investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;
 - pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;
 - tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;
 - an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and
 - Iowa Public Agency Investment Trust.
- ◆ "Prior Note Resolution" shall mean the resolution of the City Council adopted on February 6, 2001, authorizing the issuance of the Sewer Revenue Capital Loan Notes, Series 2001, dated May 21, 2001.
 - ◆ "Program" shall mean the Iowa Water Pollution Control Works Financing Program undertaken by the Original Purchaser.
 - ◆ "Project" shall mean the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the System.

- ◆ "Project Fund" shall mean the Loan Account maintained by the Trustee under the Program for the benefit of the Issuer, into which the proceeds of the Loan and the Note shall be allocated and held until disbursed to pay Project costs.
- ◆ "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- ◆ "Registrar" shall be the City Clerk/Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- ◆ "System" shall mean the municipal sewer system utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all wastewater treatment facilities, including all wastewater treatment facilities, sanitary sewers, force mains, pumping stations and all related property and improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
- ◆ "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- ◆ "Treasurer" shall mean the City Clerk/Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.
- ◆ "Trustee" shall mean Wells Fargo Bank, National Association, with its principal office located in the City of Chicago, Illinois, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee under the Program.
- ◆ "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Notes under Section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A, 384.82 and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City of Dallas Center, in the County of Dallas, State of Iowa, each to be designated as "Sewer Revenue Capital Loan Note, Series 2020", in the aggregate amount of \$3,025,000, for the purpose of paying costs of the Project. The City

Council, pursuant to Sections 384.24A, 384.82 and 384.83 of the City Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

Section 4. Source of Payment. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the net earnings of the System and shall be a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Sewer Revenue Capital Loan Notes, Series 2020, of the City in the amount of \$3,025,000, shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A, 384.82 and 384.83 of the City Code of Iowa for the aforesaid purpose. The Notes shall be designated "SEWER REVENUE CAPITAL LOAN NOTE, SERIES 2020", be dated the date of delivery, and bear interest at the rate of 1.75% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2020, and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2021 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2040. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Trustee based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes shall be in the denomination of \$1,000 or multiples thereof and may at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$3,025,000 and numbered R-1.

Section 6. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 7. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or

(ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

- (a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.
- (b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.
- (c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.
- (d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

(f) Non-Presentation of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and City Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any

purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

(6)	(6)		
(7)	(8)		
(1)			
(2)	(3)	(4)	(5)
(9)			
(9a)			
(10) (Continued on the back of this Bond)			
(11)(12)(13)	(14)	(15)	

FIGURE 1
(Front)

<p>(10) (Continued)</p>		<p>(16)</p>
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FIGURE 2
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1 = "STATE OF IOWA"
"COUNTY OF DALLAS "
"CITY OF DALLAS CENTER"
"SEWER REVENUE CAPITAL LOAN NOTE"
"SERIES 2020"

Item 2, figure 1 = Rate: 1.75%
Item 3, figure 1 = Final Maturity: _____
Item 4, figure 1 = Note Date: _____
Item 5, figure 1 = CUSIP # - N/A
Item 6, figure 1 = "Registered"
Item 7, figure 1 = Certificate No. R-1
Item 8, figure 1 = Principal Amount: _____

Item 9, figure 1 = The City of Dallas Center, Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

IOWA FINANCE AUTHORITY

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 1.75% per annum, payable on June 1, 2020, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2021 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2040. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Trustee and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Water Pollution Control Works Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing Program.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A, 384.82 and 384.83 of the Code of Iowa, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the System, and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of the City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional notes or bonds of equal standing may be issued, and the general covenants and provisions pursuant to

which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

This Note is subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Iowa Finance Authority or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of this Note may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by lot by giving thirty (30) days' notice of redemption by certified or registered mail, to the Iowa Finance Authority (or any other registered owner of the Note). This Note is also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Clerk/Treasurer, Dallas Center, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, other obligations ranking on a parity therewith and any additional obligations which may be hereafter issued and outstanding from time to time on a parity with said Notes, as provided in the Resolution and Loan and Disbursement Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the municipal sewer system utility (the "System"), as defined and provided in said Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by said System in each year for the payment of the proper and reasonable expenses of operation and maintenance of said System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of said net earnings to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the City Clerk/Treasurer of the City of Dallas Center, Iowa, all as of the _____ day of _____, 2019.

- Item 11, figure 1 = Date of authentication:
- Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Clerk/Treasurer.

CITY CLERK/TREASURER

By: _____
 Registrar

- Item 13, figure 1 = Registrar and Transfer Agent: City Clerk/Treasurer
- Paying Agent: City Clerk/Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

- Item 14, figure 1 = (Seal)
- Item 15, figure 1 = (Signature Block)

CITY OF DALLAS CENTER, STATE OF IOWA

By: manual or facsimile _____
 Mayor

ATTEST:

By: manual or facsimile _____
 City Clerk

- Item 17, figure 2 = [Assignment Block]
- [Information Required for Registration]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

 (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 must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

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 Note 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 Note, 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 rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the revenues of the System without priority by reason of number or time of sale or delivery; and the revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Note Proceeds - Project Fund. Proceeds of the Notes shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts

on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. Said rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System.

Any revenue paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 17. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Sewer Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

The provisions in the Prior Note Resolution heretofore adopted on February 6, 2001, whereby there was created and is to be maintained a Sewer Revenue Note Principal and Interest Sinking Fund, and for the monthly payment into said fund from the future Net Revenues of the System such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Obligations, and maintaining a reserve therefor, are hereby ratified and confirmed, and all such provisions inure to and constitute the security for the payment of the principal and interest on Notes hereby authorized to be issued; provided, however, that the amounts to be set aside and paid into the Sewer Revenue Note Principal and Interest Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Obligations, but also the principal and interest of the Notes herein authorized to be issued and to maintain a reserve therefor. Section 17 of the Prior Note Resolution is hereby ratified, confirmed, adopted and incorporated herein as a part of this Resolution. Except as may be otherwise provided in the above Prior Note Resolution, proceeds of the Notes or other funds may be invested in Permitted Investments.

Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Obligations. The amounts herein required to be paid into the various funds named in this Section shall be inclusive of payments required in respect to the Outstanding Obligations. The provisions of the legislation authorizing the Outstanding Obligations and the provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the notes or bonds authorized by said resolution have been paid in full

or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

At such time as the Outstanding Obligations are paid and so long as the Notes or Parity Obligations remain outstanding and unpaid the same are discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the system shall be deposited and collected in a fund to be known as the Revenue Fund, and shall be disbursed only as follows:

- Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Sewer Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.
- Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay principal of and interest on the Notes and Parity Obligations. The fund shall be known as the Sewer Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be an amount equal to 1/6th of the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligations, plus 1/12th of the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.
- Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.
- Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall

not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full.

Section 18. Investments. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits of which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Iowa Code chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Resolution.

The Sinking Fund shall be segregated in a separate account but may be invested in the same manner as other funds of the Issuer but designated as a trust fund on the books and records of the Issuer. The Sinking Fund shall not be available for any other purposes other than those specified in this Resolution.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 19. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

(a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

(b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year which are (i) adequate to pay the principal and interest requirements thereof and to create or maintain the reserves as provided in this Resolution, and (ii) not less than 110 percent of the principal and interest requirements of the next succeeding Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and changes otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.

(c) Insurance. The Issuer shall maintain insurance for the benefit of the Noteholders on the insurable portions of the System of a kind and in an amount which normally would

be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in an improvement fund for the benefit of the System.

(d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices and will diligently act to cause the books and accounts to be audited and reported upon by an Independent Auditor and will provide copies of the audit report to the Department, all as provided in the Agreement. The Original Purchaser and holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

(e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply said revenues to the funds specified in this Resolution.

(f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution; provided, however, this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund to be used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes and Parity Obligations or for payments into the Sinking or Reserve Funds.

(g) Fidelity Bond. That the Issuer shall maintain fidelity bond coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

(h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

(i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be mailed to the Original Purchaser and to the Noteholders upon request.

(j) Loan and Disbursement Agreement. The Issuer will comply with the terms and conditions of the Loan and Disbursement Agreement and perform as provided thereunder.

Section 20. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 21. Prior Lien and Parity Obligations. The Issuer will issue no other notes, bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the property or revenues of the System having priority over the Notes or Parity Obligations.

Additional Bonds may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such additional obligations to the revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund and the Reserve Fund;

(b) For the purpose of making extensions, additions, improvements or replacements to the System, or refunding any outstanding Notes, Parity Obligations or other obligations issued for such extensions, additions and improvements, if all of the following conditions shall have been met:

(i) before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the then outstanding Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the net earnings of the System and the Additional Bonds then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an independent consulting engineer or by the Independent Auditor, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to

the time of the issuance of any such Additional Bonds been in effect during all of such preceding Fiscal Year.

(ii) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for the purposes of this Section, general obligation bonds or notes shall be refunded only upon a finding of necessity by the Governing Body and only to the extent the general obligation bonds or notes were issued or the proceeds thereof were expended for the System.

(v) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Bonds.

Section 22. Disposition of Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of said Notes it will comply with the requirements of said statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Notes remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Notes and Parity Obligations, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Notes to be classified as arbitrage bonds under Section 148(a) and (b) the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Notes for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Notes not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

Section 23. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 24. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 25. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

(a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body, for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be

redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 26. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 27. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;

(b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Notes or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;

(c) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;

(d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

(e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 28. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not

less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Obligations as may have been issued for the purpose of refunding any of such Notes if such Refunding Obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

- (a) Make any change in the maturity or interest rate of the Notes, or modify the terms of payment of principal of or interest on the Notes or any of them or impose any conditions with respect to such payment;
- (b) Materially affect the rights of the holders of less than all of the Notes and Parity Obligations then outstanding; and
- (c) Reduce the percentage of the principal amount of Notes, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the City Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate

executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Notwithstanding anything in this Section to the contrary, the holder or holders of 100% of the Notes and Parity Obligations may consent to any amendment of this Resolution, or waive any notices required hereunder, on such terms and under such conditions as said holders shall determine to be appropriate.

Section 29. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 30. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other Ordinances, Resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 31. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Loan and Disbursement Agreement, the terms of the Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

Section 32. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Clerk/Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

PASSED AND APPROVED this 10th day of December, 2019.

Mayor

ATTEST:

City Clerk

Estimated Amortization Schedule

City of Dallas Center
Sewer Revenue Bond
CS-1920905-R1



Loan summary

Loan Closing Date	Jan 24, 2020
Final Disbursement Date	Oct 2, 2020
Final Maturity Date	Jun 1, 2040
Loan Period in Years	20
Total Loaned Amount	\$ 3,025,000.00
0.5% Initiation Fee	15,125.00
Net Proceeds to Borrower	\$ 3,009,875.00
Annual Interest Rate	1.75%
Total Interest	\$ 619,362.67
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 88,480.38
Total Loan Costs	\$ 722,968.05

Estimated Draw Schedule

Initiation Fee -	Jan 24, 2020	15,125.00
P & D Payoff -	Jan 24, 2020	-
Estimated Draw #1-	Jan 24, 2020	309,875.00
Estimated Draw #2-	Feb 21, 2020	300,000.00
Estimated Draw #3-	Mar 20, 2020	300,000.00
Estimated Draw #4-	Apr 17, 2020	300,000.00
Estimated Draw #5-	May 15, 2020	300,000.00
Estimated Draw #6-	Jun 12, 2020	300,000.00
Estimated Draw #7-	Jul 10, 2020	300,000.00
Estimated Draw #8-	Aug 7, 2020	300,000.00
Estimated Draw #9-	Sep 4, 2020	300,000.00
Estimated Draw #10-	Oct 2, 2020	300,000.00
Total Loaned Amount		3,025,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Jun 1, 2020	1,225,000.00		5,141.84	734.55	5,876.39	5,876.39	1,225,000.00
Dec 1, 2020	3,025,000.00		21,889.58	3,127.08	25,016.66		3,025,000.00
Jun 1, 2021	3,025,000.00	56,000.00	26,468.75	3,781.25	86,250.00	111,266.66	2,969,000.00
Dec 1, 2021	2,969,000.00		25,978.75	3,711.25	29,690.00		2,969,000.00
Jun 1, 2022	2,969,000.00	74,000.00	25,978.75	3,711.25	103,690.00	133,380.00	2,895,000.00
Dec 1, 2022	2,895,000.00		25,331.25	3,618.75	28,950.00		2,895,000.00
Jun 1, 2023	2,895,000.00	102,000.00	25,331.25	3,618.75	130,950.00	159,900.00	2,793,000.00
Dec 1, 2023	2,793,000.00		24,438.75	3,491.25	27,930.00		2,793,000.00
Jun 1, 2024	2,793,000.00	140,000.00	24,438.75	3,491.25	167,930.00	195,860.00	2,653,000.00
Dec 1, 2024	2,653,000.00		23,213.75	3,316.25	26,530.00		2,653,000.00
Jun 1, 2025	2,653,000.00	142,000.00	23,213.75	3,316.25	168,530.00	195,060.00	2,511,000.00
Dec 1, 2025	2,511,000.00		21,971.25	3,138.75	25,110.00		2,511,000.00
Jun 1, 2026	2,511,000.00	145,000.00	21,971.25	3,138.75	170,110.00	195,220.00	2,366,000.00
Dec 1, 2026	2,366,000.00		20,702.50	2,957.50	23,660.00		2,366,000.00
Jun 1, 2027	2,366,000.00	148,000.00	20,702.50	2,957.50	171,660.00	195,320.00	2,218,000.00
Dec 1, 2027	2,218,000.00		19,407.50	2,772.50	22,180.00		2,218,000.00
Jun 1, 2028	2,218,000.00	151,000.00	19,407.50	2,772.50	173,180.00	195,360.00	2,067,000.00
Dec 1, 2028	2,067,000.00		18,086.25	2,583.75	20,670.00		2,067,000.00
Jun 1, 2029	2,067,000.00	154,000.00	18,086.25	2,583.75	174,670.00	195,340.00	1,913,000.00
Dec 1, 2029	1,913,000.00		16,738.75	2,391.25	19,130.00		1,913,000.00
Jun 1, 2030	1,913,000.00	157,000.00	16,738.75	2,391.25	176,130.00	195,260.00	1,756,000.00
Dec 1, 2030	1,756,000.00		15,365.00	2,195.00	17,560.00		1,756,000.00
Jun 1, 2031	1,756,000.00	160,000.00	15,365.00	2,195.00	177,560.00	195,120.00	1,596,000.00
Dec 1, 2031	1,596,000.00		13,965.00	1,995.00	15,960.00		1,596,000.00
Jun 1, 2032	1,596,000.00	163,000.00	13,965.00	1,995.00	178,960.00	194,920.00	1,433,000.00
Dec 1, 2032	1,433,000.00		12,538.75	1,791.25	14,330.00		1,433,000.00
Jun 1, 2033	1,433,000.00	167,000.00	12,538.75	1,791.25	181,330.00	195,660.00	1,266,000.00
Dec 1, 2033	1,266,000.00		11,077.50	1,582.50	12,660.00		1,266,000.00
Jun 1, 2034	1,266,000.00	170,000.00	11,077.50	1,582.50	182,660.00	195,320.00	1,096,000.00
Dec 1, 2034	1,096,000.00		9,590.00	1,370.00	10,960.00		1,096,000.00
Jun 1, 2035	1,096,000.00	174,000.00	9,590.00	1,370.00	184,960.00	195,920.00	922,000.00
Dec 1, 2035	922,000.00		8,067.50	1,152.50	9,220.00		922,000.00
Jun 1, 2036	922,000.00	177,000.00	8,067.50	1,152.50	186,220.00	195,440.00	745,000.00
Dec 1, 2036	745,000.00		6,518.75	931.25	7,450.00		745,000.00
Jun 1, 2037	745,000.00	181,000.00	6,518.75	931.25	188,450.00	195,900.00	564,000.00
Dec 1, 2037	564,000.00		4,935.00	705.00	5,640.00		564,000.00
Jun 1, 2038	564,000.00	184,000.00	4,935.00	705.00	189,640.00	195,280.00	380,000.00
Dec 1, 2038	380,000.00		3,325.00	475.00	3,800.00		380,000.00
Jun 1, 2039	380,000.00	188,000.00	3,325.00	475.00	191,800.00	195,600.00	192,000.00
Dec 1, 2039	192,000.00		1,680.00	240.00	1,920.00		192,000.00
Jun 1, 2040	192,000.00	192,000.00	1,680.00	240.00	193,920.00	195,840.00	0.00

LOAN AND DISBURSEMENT AGREEMENT
\$3,025,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2020

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of January 24, 2020, by and between the City of Dallas Center, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the "Department"), is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the "Program") established in Iowa Code Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Iowa municipalities for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain wastewater treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) "Bonds" shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to its Wastewater Treatment System, as described in the Resolution.

(d) "Regulations" shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 92 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) "Resolution" shall mean the resolution of the Council of the Participant, adopted on December 10, 2019, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (defined herein).

(f) "Wastewater Treatment System" shall mean the wastewater treatment system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the wastewater treatment system project which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued sewer revenue bond or capital loan note of the Participant (the "Revenue Bond") in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$3,025,000 (the "Loan").

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent wastewater treatment utility practices to complete the

Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the

Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Wastewater Treatment System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (\$15,125), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Wastewater Treatment System; (ii) to maintain its Wastewater Treatment System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of their respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Wastewater Treatment System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Wastewater Treatment System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Wastewater Treatment System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of

all other contracts and agreements made by the Participant, including, without limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Wastewater Treatment System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any "non-governmental output property" within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations ("refinancing of indebtedness") unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental

borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Wastewater Treatment System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Wastewater Treatment System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) not to sell, lease or in any manner dispose of the Wastewater Treatment System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Wastewater Treatment System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles (“GAAP”) as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the “continuing disclosure” requirements set forth in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor not later than 180 days after the end of each fiscal year for which the report was prepared and (ii) such other information and operating data as the Issuer

may reasonably request from time to time with respect to the Wastewater Treatment System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an "Event of Default" under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Wastewater Treatment System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF DALLAS CENTER, IOWA

By: _____
Mayor

Attest:

City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its: Executive Director

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

Estimated Amortization Schedule

City of Dallas Center
Sewer Revenue Bond
CS-1920905-R1



SRF
STATE
REVOLVING FUND

Loan summary

Loan Closing Date	Jan 24, 2020
Final Disbursement Date	Oct 2, 2020
Final Maturity Date	Jun 1, 2040
Loan Period in Years	20
Total Loaned Amount	\$ 3,025,000.00
0.5% Initiation Fee	15,125.00
Net Proceeds to Borrower	\$ 3,009,875.00
Annual Interest Rate	1.75%
Total Interest	\$ 619,362.67
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 88,480.38
Total Loan Costs	\$ 722,968.05

Estimated Draw Schedule

Initiation Fee -	Jan 24, 2020	15,125.00
P & D Payoff -	Jan 24, 2020	-
Estimated Draw #1-	Jan 24, 2020	309,875.00
Estimated Draw #2-	Feb 21, 2020	300,000.00
Estimated Draw #3-	Mar 20, 2020	300,000.00
Estimated Draw #4-	Apr 17, 2020	300,000.00
Estimated Draw #5-	May 15, 2020	300,000.00
Estimated Draw #6-	Jun 12, 2020	300,000.00
Estimated Draw #7-	Jul 10, 2020	300,000.00
Estimated Draw #8-	Aug 7, 2020	300,000.00
Estimated Draw #9-	Sep 4, 2020	300,000.00
Estimated Draw #10-	Oct 2, 2020	300,000.00
Total Loaned Amount		3,025,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Jun 1, 2020	1,225,000.00		5,141.84	734.55	5,876.39	5,876.39	1,225,000.00
Dec 1, 2020	3,025,000.00		21,889.58	3,127.08	25,016.66		3,025,000.00
Jun 1, 2021	3,025,000.00	56,000.00	26,468.75	3,781.25	86,250.00	111,266.66	2,969,000.00
Dec 1, 2021	2,969,000.00		25,978.75	3,711.25	29,690.00		2,969,000.00
Jun 1, 2022	2,969,000.00	74,000.00	25,978.75	3,711.25	103,690.00	133,380.00	2,895,000.00
Dec 1, 2022	2,895,000.00		25,331.25	3,618.75	28,950.00		2,895,000.00
Jun 1, 2023	2,895,000.00	102,000.00	25,331.25	3,618.75	130,950.00	159,900.00	2,793,000.00
Dec 1, 2023	2,793,000.00		24,438.75	3,491.25	27,930.00		2,793,000.00
Jun 1, 2024	2,793,000.00	140,000.00	24,438.75	3,491.25	167,930.00	195,860.00	2,653,000.00
Dec 1, 2024	2,653,000.00		23,213.75	3,316.25	26,530.00		2,653,000.00
Jun 1, 2025	2,653,000.00	142,000.00	23,213.75	3,316.25	168,530.00	195,060.00	2,511,000.00
Dec 1, 2025	2,511,000.00		21,971.25	3,138.75	25,110.00		2,511,000.00
Jun 1, 2026	2,511,000.00	145,000.00	21,971.25	3,138.75	170,110.00	195,220.00	2,366,000.00
Dec 1, 2026	2,366,000.00		20,702.50	2,957.50	23,660.00		2,366,000.00
Jun 1, 2027	2,366,000.00	148,000.00	20,702.50	2,957.50	171,660.00	195,320.00	2,218,000.00
Dec 1, 2027	2,218,000.00		19,407.50	2,772.50	22,180.00		2,218,000.00
Jun 1, 2028	2,218,000.00	151,000.00	19,407.50	2,772.50	173,180.00	195,360.00	2,067,000.00
Dec 1, 2028	2,067,000.00		18,086.25	2,583.75	20,670.00		2,067,000.00
Jun 1, 2029	2,067,000.00	154,000.00	18,086.25	2,583.75	174,670.00	195,340.00	1,913,000.00
Dec 1, 2029	1,913,000.00		16,738.75	2,391.25	19,130.00		1,913,000.00
Jun 1, 2030	1,913,000.00	157,000.00	16,738.75	2,391.25	176,130.00	195,260.00	1,756,000.00
Dec 1, 2030	1,756,000.00		15,365.00	2,195.00	17,560.00		1,756,000.00
Jun 1, 2031	1,756,000.00	160,000.00	15,365.00	2,195.00	177,560.00	195,120.00	1,596,000.00
Dec 1, 2031	1,596,000.00		13,965.00	1,995.00	15,960.00		1,596,000.00
Jun 1, 2032	1,596,000.00	163,000.00	13,965.00	1,995.00	178,960.00	194,920.00	1,433,000.00
Dec 1, 2032	1,433,000.00		12,538.75	1,791.25	14,330.00		1,433,000.00
Jun 1, 2033	1,433,000.00	167,000.00	12,538.75	1,791.25	181,330.00	195,660.00	1,266,000.00
Dec 1, 2033	1,266,000.00		11,077.50	1,582.50	12,660.00		1,266,000.00
Jun 1, 2034	1,266,000.00	170,000.00	11,077.50	1,582.50	182,660.00	195,320.00	1,096,000.00
Dec 1, 2034	1,096,000.00		9,590.00	1,370.00	10,960.00		1,096,000.00
Jun 1, 2035	1,096,000.00	174,000.00	9,590.00	1,370.00	184,960.00	195,920.00	922,000.00
Dec 1, 2035	922,000.00		8,067.50	1,152.50	9,220.00		922,000.00
Jun 1, 2036	922,000.00	177,000.00	8,067.50	1,152.50	186,220.00	195,440.00	745,000.00
Dec 1, 2036	745,000.00		6,518.75	931.25	7,450.00		745,000.00
Jun 1, 2037	745,000.00	181,000.00	6,518.75	931.25	188,450.00	195,900.00	564,000.00
Dec 1, 2037	564,000.00		4,935.00	705.00	5,640.00		564,000.00
Jun 1, 2038	564,000.00	184,000.00	4,935.00	705.00	189,640.00	195,280.00	380,000.00
Dec 1, 2038	380,000.00		3,325.00	475.00	3,800.00		380,000.00
Jun 1, 2039	380,000.00	188,000.00	3,325.00	475.00	191,800.00	195,600.00	192,000.00
Dec 1, 2039	192,000.00		1,680.00	240.00	1,920.00		192,000.00
Jun 1, 2040	192,000.00	192,000.00	1,680.00	240.00	193,920.00	195,840.00	0.00

TAX EXEMPTION CERTIFICATE

CITY OF DALLAS CENTER, IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on January 24, 2020, by the City of Dallas Center, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$3,025,000 Sewer Revenue Capital Loan Note, Series 2020 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

"Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.

"Bonds" means the \$3,025,000 aggregate principal amount of a Sewer Revenue Capital Loan Note of the Issuer issued in registered form pursuant to the Resolution.

"Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

"Bond Fund" means the Sinking Fund described in the Resolution.

"Bond Year", as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

"Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

"Certificate" means this Tax Exemption Certificate.

"Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

"Closing Date" means the date of Closing.

"Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

"Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

"Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

"Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

"Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

"Gross Proceeds", as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

"Gross Proceeds Funds" means the Reserve Fund, the Project Fund and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

"Issue Price", as defined in Regulation 1.148-1(b), means the initial offering price of the Bonds to the public (not including bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds were sold to the public. The Purchasers have certified the Issue Price to be not more than \$3,025,000.

"Issuer" means the City of Dallas Center, State of Iowa.

"Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.

"Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

"Proceeds", as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

"Project" means the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, as more fully described in the Resolution.

"Project Fund" means the fund established in the Resolution.

"Purchaser" means the Iowa Finance Authority, Des Moines, Iowa, constituting the initial purchaser of the Bonds from the Issuer.

"Rebate Amount" means the amount computed as described in this Certificate.

"Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

"Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

"Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or

other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

"Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

"Resolution" means the resolution of the Issuer adopted on December 10, 2019 authorizing the issuance of the Bonds.

"Sale Proceeds", as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

"Sinking Fund" means the Bond Fund.

"Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

"Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

"Verification Certificate" means the certificate attached to this Certificate as Exhibit A, establishing that the Purchaser will not reoffer or sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchaser as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to amounts reasonably required in a reserve fund, the expectations of the Issuer as to amounts necessary to provide for unforeseen financial difficulties, (6) with respect to Bond Yield, review of the Verification Certificate, and (7) with respect to the amount of governmental and Code Section 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141(a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be as other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in Section 6.1 hereof, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds will be issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includable in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds.

(r) The Issuer has not employed a device in connection with the issuance of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

(s) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure Test set forth in Section 2.5(b) hereof and that not more than 50% of the Proceeds will be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds received at Closing are expected to be deposited and expended as follows:

- (a) \$23,200 representing costs of issuing the Bonds and the Initiation Fee for the Loan will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and
- (b) \$3,001,800 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.2A Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.2A, the following terms shall have the meanings set forth below:

(i) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(ii) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(iii) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(iv) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(v) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(vi) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System.

The Issuer is issuing the Bonds to refund the Refunded Bonds prior to maturity in order to implement long-term financing for the Project.

Section 2.4 Facts Supporting Tax-Exemption Classification

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. Proceeds of the Bonds will be used for the purpose of paying costs of construction of certain improvements and extensions to the Sewer System Utility of the City. All of the financed facilities are owned by the City and are expected to be used by the public generally, including industrial users. There are no contractual arrangements or agreements between the City and any contributing industry using the Sewer System Utility, and there are no other lease, management contract or other similar arrangements with respect to the Sewer System Utility. Contributing industries using the Sewer System Utility may be or become subject to additional surcharges above the current user charges, depending on the strength and volume of the waste they generate. All such surcharges, however, are or will be imposed by virtue of City ordinances applicable to all entities meeting the standards set forth therein. No other charges or payments will be imposed or paid to the City by any contributing industry for wastewater treatment services or Project-related construction and acquisition beyond those mandated by ordinance for certain classes of users.

No amount of Proceeds of the Bonds were to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit.

- (b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 1.750074 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions or exemptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If the Bonds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- \$5,000,000 Small Issuer Exception

The reasonably anticipated amount of tax-exempt bonds (other than private activity bonds) which will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year will not exceed \$5,000,000.

- Six Month Exception

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue. If contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the

Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 6%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Bonds qualify as a "construction issue" as defined in Section 148(f)(4)(C)(vi) of the Code. The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures and that not less than the following percentages of the available construction proceeds will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 6%. Compliance with the final spending period shall be calculated using actual earnings.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate

Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(i) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds, or the Closing Date if different from the purchase date.

(ii) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the

Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if (1) the price at which such certificate of deposit is purchased or sold is the bona fide bid price quoted by a dealer who maintains an active secondary market in certificates of deposit of the same type or (2) if there is no active secondary market in such certificates of deposit, the certificate of deposit must have a yield (A) as high or higher than the yield on comparable obligations traded on an active secondary market, as certified by a dealer who maintains such a market, and (B) as high or higher than the yield available on comparable obligations of the United States Treasury.

(b) The certificate of deposit described in part 2(A) of paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

- (3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of section 1.148-5 of the Regulations.
 - (4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.
 - (5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.
 - (6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.
 - (7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.
- (b) The bids received by the Issuer meet all of the following requirements:
- (1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.
 - (2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of section 1.148-5 of the Regulations.
 - (3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

City Clerk/Treasurer, City of Dallas Center,
State of Iowa

(SEAL)

EXHIBIT A

VERIFICATION CERTIFICATE OF THE PURCHASER

The undersigned Executive Director of the Iowa Finance Authority (the "Purchaser"), hereby certifies as follows:

1. The Purchaser and the City of Dallas Center, Iowa (the "Issuer"), have entered into a Loan and Disbursement Agreement (the "Agreement"), providing for the purchase of a \$3,025,000 Sewer Revenue Capital Loan Note of the City dated as of the date of delivery (the "Notes").

2. The Agreement is in full force and effect and has not been repealed, rescinded or amended.

3. The Purchaser hereby confirms that the Notes were purchased at par and will not be reoffered to the public, the terms of purchase being as follows:

<u>Principal Amount Issued</u>	<u>Principal Amount Sold</u>	<u>Interest Rate</u>	<u>Price (% of par) (do not include accrued interest)</u>
\$3,025,000	None	1.75%	100%

IN WITNESS WHEREOF, the Purchaser has caused this Verification Certificate to be executed by its duly authorized officer this _____ day of _____, 2019.

IOWA FINANCE AUTHORITY

By: _____
Its: Executive Director



VEENSTRA & KIMM, INC.

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

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

December 3, 2019

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

DALLAS CENTER, IOWA
FAIR VIEW DRIVE SANITARY SEWER EXTENSION
PAY ESTIMATE NO. 4

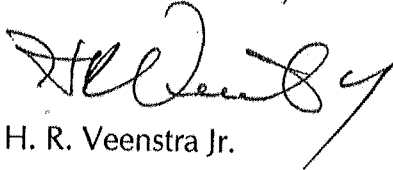
Enclosed are three copies of Pay Estimate No. 4 for work on Fair View Drive Sanitary Sewer Extension project, under contract between the City of Dallas Center and Thorpe Water Development Co. The partial payment estimate is for the period October 31, 2019 to November 30, 2019.

We have checked the estimate and recommend payment to Thorpe Water Development Co. in the amount of \$27,217.12.

Please sign all copies of Pay Estimate No. 4 in the space provided and return one signed copy of the pay estimate to our office. Please return one signed copy of Pay Estimate No. 4 with payment to Thorpe Water Development Co.

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:kld

212168

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 2, 2019

PAY ESTIMATE NO. 4

Project Title	Fair View Drive Sanitary Sewer Extension Dallas Center, Iowa		Contractor	Thorpe Water Development Co. 1485 NE 70th Avenue Ankeny, Iowa 50023
Original Contract Amount & Date	\$235,964.00	July 9, 2019	Pay Period	October 31, 2019 to November 30, 2019

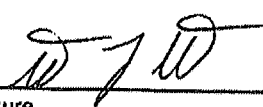

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	12" Sanitary Sewer in Open Cut	LF	1,501	\$ 77.00	\$ 115,577.00	1501	\$ 115,577.00
2	12" Sanitary Sewer Trenchless in Casing Pipe	LF	139	\$ 398.00	\$ 55,322.00	139	\$ 55,322.00
3	Manholes	EA	8	\$ 4,100.00	\$ 32,800.00	8	\$ 32,800.00
4	Connection to Existing Manhole	EA	1	\$ 2,125.00	\$ 2,125.00	1	\$ 2,125.00
5	Video Inspection	LF	1,640	\$ 2.00	\$ 3,280.00		\$ -
6	7" PCC Driveway	SY	140	\$ 85.00	\$ 11,900.00		\$ -
7	Erosion Control	LS	1	\$ 8,800.00	\$ 8,800.00	48%	\$ 4,224.00
8	Seeding	AC	2.4	\$ 2,150.00	\$ 5,160.00		\$ -
9	Stabilizing Material	TON	20	\$ 50.00	\$ 1,000.00	20	\$ 1,000.00
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
	TOTAL CONTRACT				\$ 235,964.00		\$ 211,048.00

SUMMARY

		Contract Price	Value Completed
Original Contract Price		\$235,964.00	\$ 211,048.00
Approved Change Orders (list each)	No.1		
	No. 2		
	No. 3		
	No. 4		
	No. 5		
	No. 6		
	No. 7		
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 235,964.00	\$ 211,048.00
Materials Stored			
Value of Completed Work and Materials Stored			\$ 211,048.00
Less Retainage 5%			\$ 10,552.40
Net Amount Due This Estimate			\$ 200,495.60
Less Estimate(s) Previously Approved	No.1	\$ 81,372.73	
	No.2	\$ 47,834.54	
	No. 3	\$ 44,071.21	
	No. 4		
	No. 5		
Less Total Pay Estimates Previously Approved			\$ 173,278.48
Amount Due This Estimate			\$ 27,217.12

The amount \$ 27,217.12 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: Thorpe Water Development Co.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Dallas Center
		
Signature	Signature H. R. Veenstra Jr.	Signature
Title VP	Title Project Manager	Title
Date 12/3/19	Date 12/3/2019	Date



First Presbyterian Church

1204 13TH ST., P.O. BOX 368 • DALLAS CENTER, IOWA 50063 • (515) 992-3531

Rev. Adam Smith
PASTOR

November 25, 2019

City Council Members
City of Dallas Center
Dallas Center, IA

To Whom it May Concern:

Please accept this letter as verification that First Presbyterian Church of Dallas Center will complete all necessary groundwork and seeding in the area of the recent waterline project in the spring of 2020 as weather permits. Due to the lateness of the sub-contractor's completion of the project, we will not be able to complete that aspect of the project this fall/winter.

Thank you for working with us on this aspect of our building project. Please let us know if you need anything further in this regard from us.

Sincerely,

Gary Wilson
Building Project Committee Member
and current Session Member
First Presbyterian Church
Dallas Center, IA

ORDINANCE NO. 539

AN ORDINANCE AMENDING CHAPTER 170 OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, (SUBDIVISION REGULATIONS) TO ADD CERTAIN STORMWATER DETENTION, DRAINAGE AREAS DESIGN, AND AS-CONSTRUCTED PLAN DRAWINGS REQUIREMENTS WITH RESPECT TO SUBDIVISION PLATS AND TO REQUIRE CONSTRUCTION OF SHADOW CONDUIT IN SUBDIVISIONS TO FACILITATE BROADBAND COMMUNICATION

WHEREAS, the City Council of the City of Dallas Center conducted a public hearing at 7 p.m. on November 12, 2019, on proposed amendments to Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended with respect to certain stormwater detention, drainage areas design, and as-constructed plan drawings requirements for subdivision plats, and the requirement that subdividers construct shadow conduit to facilitate broadband communication.

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

SECTION 1. Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended by adding the following new sections:

170.08B STORMWATER DETENTION. All new subdivisions shall be required to provide stormwater management facilities to mitigate the impact of increased stormwater runoff resulting from the subdivision. Stormwater management is required to reduce the runoff from a 100 year recurrence interval storm event in the fully developed condition to no greater than the runoff from a five year recurrence interval storm event in the undeveloped condition. Stormwater management shall generally be in accordance with the procedures and requirements set forth in the Statewide Urban Design Standards.

The stormwater management plan must be set forth as part of the preliminary plat submittal. The stormwater management plan must evaluate the onsite stormwater management and must identify and evaluate the downstream conveyance of stormwater for the allowed release from the site as well as any emergency overflow that would occur from a stormwater retention facility.

The City reserves the right to modify or waive the requirement for stormwater management for any subdivision for which the City Engineer determines there is already adequate stormwater management or the provisions of additional stormwater management may create a potentially adverse impact on downstream stormwater drainage.

170.08C DRAINAGE AREAS DESIGN AND AS-CONSTRUCTED ELEVATIONS.

For any subdivision that utilizes overland flowage easements or drainage swales the construction plans must include design elevations along the drainage way at each lot line and at the midpoint within each lot and at increments of 100 feet if the width of the lot is greater than 200 feet.

For any area for which elevations are required under this section the developer must measure the as-constructed elevation at the same location and provide that information on the as-constructed plans.

170.09A AS-CONSTRUCTED PLAN DRAWINGS. Prior to approval of the final plat the developer must provide as-constructed plans showing the location and elevation of all public utilities. The as-constructed plans must include as-constructed elevations located along any drainage swale or drainage easement as required under this Chapter.

SECTION 2. Section 170.09 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended (Required Improvements) is amended by adding the following subsection:

7. Shadow Conduit. The subdivider shall construct a shadow conduit to facilitate broadband communication in accordance with design parameters established by the Council. The shadow conduit must be shown on all preliminary plats and any site plan requiring a shadow conduit.

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

Passed by the City Council on the 10th day of December, 2019, and approved the 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2019-52

RESOLUTION ADOPTING SHADOW CONDUIT POLICIES AND GUIDELINES PURSUANT TO SECTION 170.09(7) OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED

WHEREAS, Chapter 170 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, relating to Subdivision Regulations, has been amended to add a requirement for the construction of a shadow conduit to facilitate broadband communication in all future residential and commercial subdivisions; and

WHEREAS, Section 170.09(7) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, provides that such construction of shadow conduit shall be in accordance with design parameters established by the Council; and

WHEREAS, it is necessary, by this Resolution, for the Council to adopt a policy setting forth the general requirements for the design of the shadow conduit system; and

WHEREAS, it is appropriate for the City to reserve the right to review and establish specific guidelines for the shadow conduit location for each project. The shadow conduit must be shown on all preliminary plats and any site plan requiring a shadow conduit. The final approval of the shadow conduit design shall be included with the approval of the construction plans.

NOW, THEREFORE, IT IS RESOLVED by the Council of the City of Dallas Center, Iowa, that the following Shadow Conduit Policies and Guidelines are hereby adopted:

SHADOW CONDUIT POLICES AND GUIDELINES

The general design parameters for the shadow conduit system are:

1. The shadow conduit shall consist of a minimum 2-inch diameter empty HDPE conduit. Standard color is orange.
2. Whenever possible the shadow conduit shall be laid on a straight line and grade between vaults.
3. If the shadow conduit is required to have a bend the minimum radius of the bend is 48-inch diameter.

4. The depth of the shadow conduit shall be not less than 24 inches or more than 30 inches below the ground surface.
5. Generally the shadow conduit is to be installed on the opposite side of any street from buried water main. If buried electrical conduit is located within the right-of-way on the side of the street opposite the water main the shadow conduit may be installed on the same side of the street as the water main.
6. Splicing vaults shall be installed at all street intersections and at intermediate locations where the distance between the required vaults is more than 400 feet.
7. The vaults shall be premanufactured straight wall vaults with a minimum depth of 30 inches, a minimum width of 16 inches, and a minimum length of 24 inches.
8. The shadow conduit shall be extended a minimum of two inches inside the wall of the vault.
9. All HDPE conduit connections to vaults shall be in accordance with the manufacturer's represent requirements.
10. Each vault shall be equipped with a grounding rod of minimum $\frac{5}{8}$ " diameter and a minimum length of 10 feet. All grounding rods within vaults shall be tested to an electrical resistance to ground of 25 ohms or less.
11. All vaults shall be installed flush with a finished ground elevation and shall be installed on a minimum bed of 4 inches of clean, crushed limestone.
12. All conduit lines shall be located a minimum of 24 inches from any other utility and a minimum of 7 feet from any buried electrical line.
13. A metallic warning tape shall be installed directly above the shadow conduit at a depth of not less than 6 or more than 9 inches.
14. At the terminus end of the conduit and at all entry and exit points to a subdivision a vault shall be installed.
15. The lid of all vaults shall include the wording "Communication Vault" unless the City approves alternate terminology.

16. All conduits located within public right-of-way shall become the property of the City of Dallas Center. All conduits located within private property shall become the property of the City of Dallas Center.

17. For any conduit not located on public property a 5-foot wide communication easement shall be provided. The easement may be provided as part of the final platting or by separate written easement if there is no final plat.

The City reserves the right to review and establish specific guidelines for the shadow conduit location for each project. The shadow conduit must be shown on all preliminary plats and any site plan requiring a shadow conduit. The final approval of the shadow conduit design shall be included with the approval of the construction plans.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

ORDINANCE NO. 540

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

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

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

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

1. Metered Service: Effective February 16, 2020, \$9.63 per 1,000 gallons used per month, but not less than \$28.89 per month. Effective January 16, 2021, \$9.92 per 1,000 gallons used per month, but not less than \$29.76 per month. Effective January 16, 2022, \$10.22 per 1,000 gallons used per month, but not less than \$30.65 per month.
2. Bulk Sales: Effective February 16, 2020, \$9.63 per 1,000 gallons. Effective January 16, 2021, \$9.92 per 1,000 gallons. Effective January 16, 2022, \$10.22 per 1,000 gallons.
3. Annual Adjustment of Metered Service and Occasional (Bulk) User Charges. Effective January 16, 2023, and on each successive January 16 thereafter, the rate per 1,000 gallons per month, the minimum monthly charge, and the occasional (bulk) user charges set out in subsections 1 and 2 of this section shall be increased by three percent (3%), rounded to the next whole penny, from the prior year, until such time as the rates are changed by action of the Council. The Council shall review the rates for water service at least every two years to ensure that the water system generates adequate revenues to pay the costs of operation and maintenance, including replacement.

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

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

SECTION 4. When Effective. This Ordinance shall be in effect from and after its final passage, approval, and publication as provided by law, but in no event will it apply to service prior to February 16, 2020.

Passed by the City Council on the 14th day of January, 2020, and approved on the 14th day of January, 2020.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

ORDINANCE NO. 541

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, TO PROVIDE FOR A STOP SIGN AT THE ENTRANCE OF ELEVENTH STREET TO LINDEN STREET

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

SECTION 1. Section 65.01(9) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is amended to read as follows:

9. Eleventh Street.

- A. East and west entrances to Eleventh Street from Laurel, Maple and Ash Streets - yield signs;
- B. North and south entrances to Walnut Street from Eleventh Street - stop signs;
- C. East and west entrances to Eleventh Street from Sycamore, Cherry and Linden Street - yield signs;
- D. North and south entrances to Vine Street from Eleventh Street - yield signs;
- E. North entrance to Linden Street from Eleventh Street - stop sign.

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

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

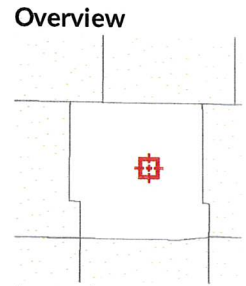
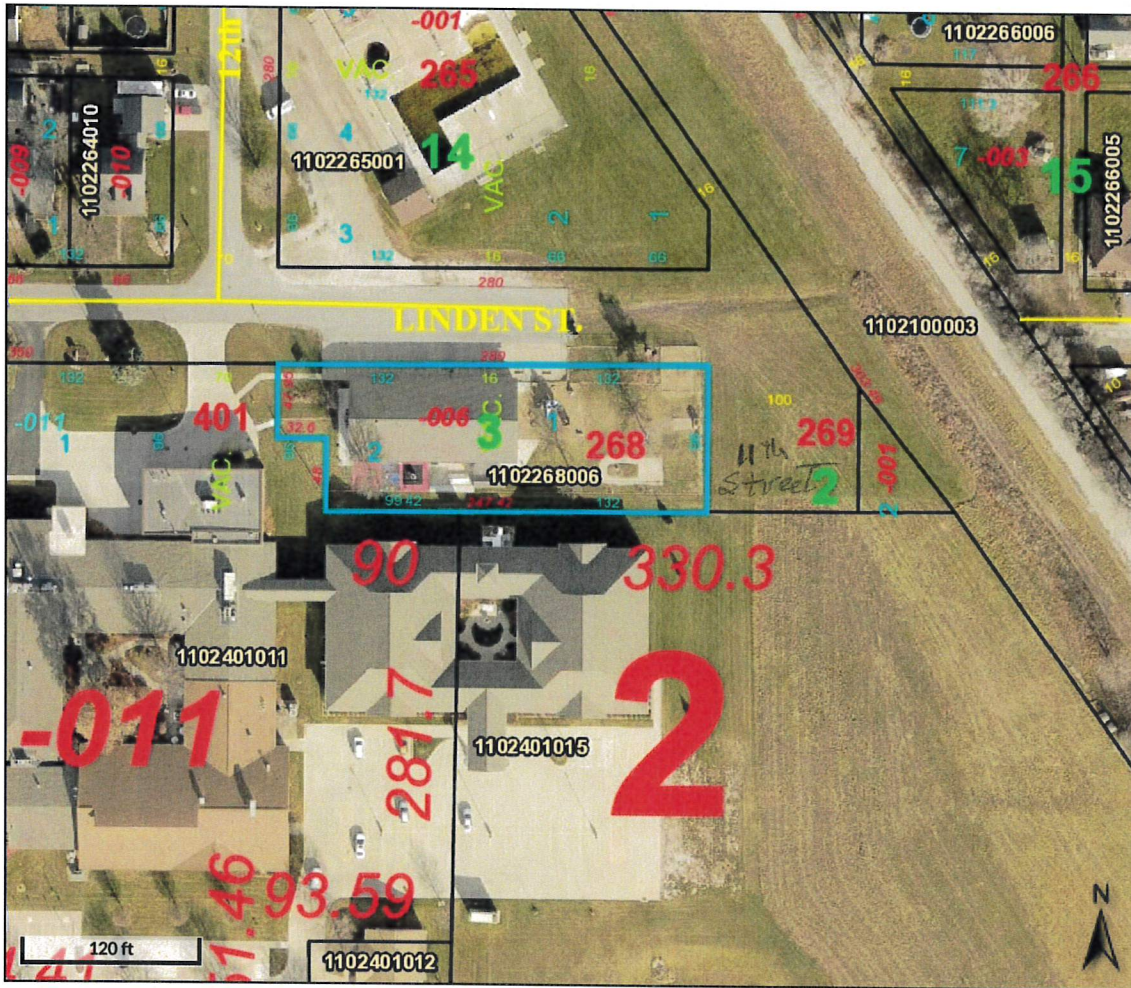
SECTION 4. Effective. This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Passed by the City Council on the 10th day of December, 2019, and approved the 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



- Legend**
-  Parcels
 -  Road Centerlines
 -  City Limits

Parcel ID	1102268006	Alternate ID	n/a	Owner Address	KIDS KORNER, LC
Sec/Twp/Rng	2-79-27	Class	C		1106 LINDEN ST BOX 165
Property Address	1106 LINDEN ST	Acreage	0.59		DALLAS CENTER IA 50063
	DALLAS CENTER				
District	560000				
Brief Tax Description	HUBER & VANDERCOOKS ADD LOT 1 & 16' WIDE ALLEY LYG BETWEEN LOTS 1 & 2 & LOT 2/EX S48' W32.58'/BLK 3				
	(Note: Not to be used on legal documents)				

Date created: 12/2/2019
 Last Data Uploaded: 11/29/2019 9:44:39 PM

RESOLUTION NO. 2019-75

A RESOLUTION AUTHORIZING THE CLERK TO ISSUE CHECKS FOR IMMEDIATE PAYMENT OF CERTAIN AMOUNTS DUE.

WHEREAS, Section 7.07(5) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, provides that by Resolution the Council may authorize the Clerk to issue checks for immediate payment of amounts due, which if not paid promptly would result in loss of discount, penalty for late payment, or additional interest costs; and

WHEREAS, the Code of Ordinances provides that such immediate payments may include, but are not limited to, payment of utility bills, contractual obligations, payroll, and bond principal and interest; and

WHEREAS, the Council previously approved Resolution No. 2006-72 on November 14, 2006, Resolution No. 2007-60 on October 9, 2007, Resolution No. 2012-29 on July 10, 2012, Resolution No. 2015-36 on November 10, 2015, Resolution No. 2017-33 on August 8, 2017, Resolution No. 2018-6 on February 13, 2018, and Resolution No. 2018-33 on August 14, 2018, authorizing certain immediate payments, and

WHEREAS, the Council wishes to amend Resolution No. 2018-33 to include bond fees, which now are being charged separately from bond principal and interest by UMB Bank, N.A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dallas Center, Iowa, pursuant to Section 7.08(5) that the Clerk is authorized to issue checks for immediate payment of the following obligations:

1. Payroll checks.
2. Payroll taxes, including federal and state income tax, FICA, Medicare, IPERS, and unemployment tax.
3. Sales tax.
4. Rent.
5. Utilities, including electricity, gas, water, telephone, and internet.
6. Postage.
7. Bond principal and interest, and bond fees.
8. Loan payments.
9. Meter deposit refunds.
10. Legal publications.

11. Garbage fees.
12. Insurance premiums on employees.
13. Library invoices approved by the Library Board.
14. Transfers between funds.
15. Clerk of Court filing fees for municipal infractions.
16. Office equipment lease payments.
17. Street cut deposit refunds approved by the Director of Public Works.
18. Dallas County law enforcement payments.
19. Monthly City Attorney retainer.

IT IS FURTHER RESOLVED that any such payments made by the Clerk shall be reported to the Council for review and approval with and in the same manner as other claims at the next Council meeting following such payment.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dallas Center, Iowa, on this 10th day of December, 2019.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



FARM LEASE - CASH RENT

THIS LEASE ("Lease") is made between THE CITY OF DALLAS CENTER, IOWA, ("Landlord"), whose address for the purpose of this Lease is P.O. Box 396, Dallas Center, Iowa 50063 and LANCE E. STUDER ("Tenant"), whose address for the purpose of this Lease is 24359 U Avenue, Dallas Center, Iowa 50063.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Dallas County, Iowa (the "Real Estate"):

Parcel 19-100 of Plat of Survey recorded in Book 2019 Page 19848, being part of the NE 1/4 of the NE 1/4 of Section 2, Township 79 North, Range 27 West of the 5th P.M., Dallas County, Iowa;

and

Lots 5 and 6, except the South 33 feet thereof, and the West 1/3 of Lot 13, all in Block 48 in Huber and Vandercooks' Addition to the Town of Dallas Center, Dallas County, Iowa.,

and containing 3.849 total acres, more or less, with possession by Tenant for a term of 1 year to commence on March 1, 2020, and end on February 28, 2021. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"): total annual cash rent of \$220.00 per tillable acre payable in full on or before November 1, 2020. The Tenant shall certify the total number of tillable acres to the Landlord on or before July 1, 2020. All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.
3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform

Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0%	100%
(2) Lime and Trace Minerals	0%	100%
(3) Herbicides	0%	100%
(4) Insecticides	0%	100%
(5) Seed	0%	100%
(6) Seed cleaning	0%	100%
(7) Harvesting and/or Shelling Expense	0%	100%
(8) Grain Drying Expense	0%	100%
(9) Grain Storage Expense	0%	100%

Lime and trace minerals shall be allocated over 5 years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program

6. **ENVIRONMENTAL.**

a. Landlord. To the best of Landlord's knowledge to date:

- i. Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all

- applicable federal, state, and local codes, rules, and regulations.
- iii. No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
 - iv. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises. Farm chemicals for use on other properties may not be stored on this property. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

7. **TERMINATION OF LEASE.** This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.
8. **POSSESSION AND CONDITION AT END OF TERM.** At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$10.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.
9. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION.** In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.
10. **VIOLATION OF TERMS OF LEASE.** If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.
11. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.
12. **NO AGENCY.** Tenant is not an agent of the Landlord.
13. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.
14. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.
15. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

- 16 **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 7, which shall be governed by the Code of Iowa.
17. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.
18. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
19. **LANDLORD'S AGENT.** The Landlord designates Director of Public Works, Brian Slaughter as its representative regarding this Lease. Brian Slaughter will designate those areas of the real estate that may be tilled by the Tenant.

DATED: December 10, 2019.

TENANT:

LANCE E. STUDER, Tenant

LANDLORD – CITY OF DALLAS CENTER

By _____
Michael A. Kidd, Mayor

By _____
Cindy Riesselman, City Clerk



The mission of the Dallas County Emergency Management Agency is to promote whole community preparedness through a collaborative, comprehensive effort to prepare, mitigate, respond and recover from all hazards.

Dallas County Emergency Management Agency

October 23th, 2019

RE: Dallas Countywide Fire & Rescue Mutual Aid Agreement

To whom it may concern,

The Dallas County Emergency Management Agency recently identified the need for a countywide mutual aid agreement. Historically, several Dallas County public safety agencies have been operating under the incorrect assumption that the Iowa Statewide Mutual Aid Compact (IMAC) is a valid and active agreement for day-to-day response to incidents. Other agencies others have simply operated without an agreement.

Unfortunately, "everyday," routine incidents can create legal challenges concerning the responsibilities of parties at incidents. We are fortunate that this is generally not the case, however operating without an agreement and understanding of responsibilities creates the possibility of liability for involved parties.

In response to this concern, the Dallas County Emergency Management Agency has created the "28E Agreement for Mutual Assistance for Dallas County Area Fire/Rescue Services" (agreement). Enclosed you will find the agreement that has been prepared for adoption by the Emergency Management Commission. Parties that should consider this agreement include; EMS agencies operating within Dallas County, fire agencies serving within Dallas County, and benefitted fire districts.

I would encourage you to review this agreement and consider its adoption. As a countywide agreement, it is only as effective as those that elect to adopt it.

The agreement deadlines as set by the Dallas County Emergency Management Commission require adoption and return to the Dallas County Emergency Management Agency by January 1st, 2021 with an effective date of January 7th, 2021 at 12:01 a.m. CDT.

Enclosed you will find the agreement as well as background information on the Iowa Mutual Aid Compact. Please do not hesitate to contact my office if you have questions or require assistance regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Austen Seely".

Austen "AJ" Seely

Emergency Management Coordinator

Dallas County Emergency Management Agency

Enclosures:

1. Iowa Mutual Aid Compact Fact Sheet
2. Modification Notes Sheet
3. 28E Agreement for Mutual Assistance for Dallas County Area Fire/Rescue Services
4. Party Definition Decision Support Flow Chart



The mission of the Dallas County Emergency Management Agency is to promote whole community preparedness through a collaborative, comprehensive effort to prepare, mitigate, respond and recover from all hazards.

Dallas County Emergency Management Agency

Iowa Mutual Aid Compact Fact Sheet

The Iowa Mutual Aid Compact (IMAC), signed into law in 2002, is an intrastate mutual aid agreement that provides the mechanism for political subdivisions and emergency management commissions to share resources with one another during a disaster that has been declared either by the local jurisdiction or the governor. The Compact increases each member's level of emergency preparedness, allowing them to work as a team when disasters are beyond local capabilities. Legislation passed during the spring 2009 legislative session provides for some important changes: emergency management commissions are now included as IMAC signatories, membership in the compact is automatic for all political subdivisions and Authorized Representatives are designated.

IMAC has two applications; each application has its own requirements. According to Iowa Code Chapter 29C.22(1)b, the purposes of IMAC are, "To provide for mutual assistance between the participating governments entering into this compact in managing and emergency or disaster that is declared in accordance with a comprehensive emergency plan or by the governor whether arising from natural disaster, technological hazard, man-made disaster, community disorder, insurgency, terrorism, or enemy attack. Similarly in application, 29C.22(1)c states This compact shall also provide for mutual cooperation in emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by participating governments during emergencies, such actions occurring outside actual declared emergency periods."

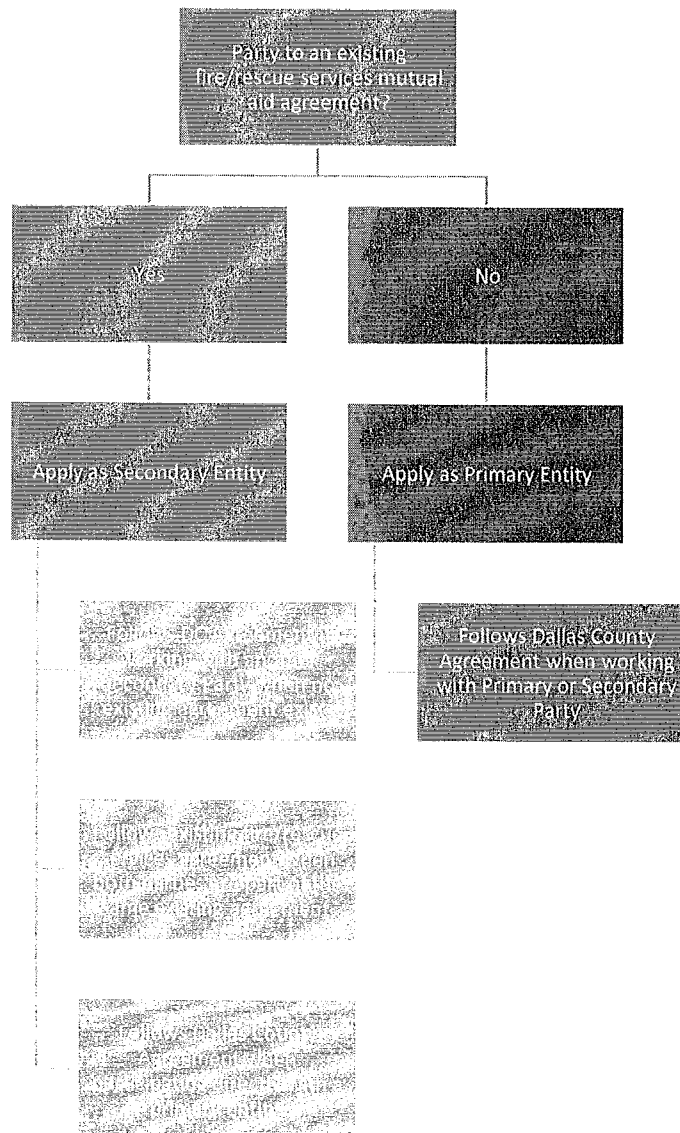
The first application is for IMAC to be used in response to an actual incident, for the provisions of IMAC to active an emergency or disaster declaration is required. For the purposes of training testing or other matters outlined in 29C.22(1)c, a declaration is not required.

You can find more information at;

https://www.homelandsecurity.iowa.gov/programs/emac_imac.html

Party Definition Decision Support Flow Chart
28E AGREEMENT FOR MUTUAL ASSISTANCE
for Dallas County Area Fire/Rescue Services

Below you will find a flow chart that is intended to support your decision in which party to apply as within the proposed agreement.



28E AGREEMENT FOR MUTUAL ASSISTANCE

for Dallas County Area Fire/Rescue Services

Suggested Parties: Adel - Dallas Center - Dallas County - Dexter - Linden - Redfield - Waukee - Bouton -
Dawson - Granger - Minburn - Urbandale - West Des Moines - Clive - Desoto - Grimes - Perry - Van
Meter – Woodward – Benefitted Fire Districts of Dallas County – Panora – Earlham – Madrid – Dallas
County Emergency Management Agency

Prepared by Dallas County Emergency Management Agency on October 23, 2019.

25747 N Ave, Suite F, Adel, Iowa, 50003

Return to:

Dallas County Emergency Management Agency

ema@dallascountyiowa.gov

28E AGREEMENT FOR MUTUAL ASSISTANCE
for Dallas County Area Fire/Rescue Services

WHEREAS, the undersigned entities (“Party” or collectively “Parties”) provide fire/rescue services and/or emergency medical services (“Emergency Services”) in Dallas County and/or the adjoining counties of Boone County, Adair County, Guthrie County, Greene County, Madison County, Polk County and Warren County (“adjoining counties”); and

WHEREAS, there has been a long standing desire among Dallas County fire/rescue and emergency medical services and/or other entities to provide mutual aid in Dallas County and adjoining counties in a time of need;

WHEREAS, the Parties have a desire to assist each other in time of need; and

WHEREAS, the Parties each maintain adequate Emergency Services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations may arise in regard to emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

WHEREAS, to combat such emergency situations, it is desirable for the Parties to render needed Emergency Services upon a reciprocal basis; and

WHEREAS, the governing bodies of each party are desirous of entering into this 28E Agreement (“Agreement”), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Incorporation of Recitals

The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

II. Definitions

A. Mutual Aid. The assistance of Emergency Services personnel and equipment provided by one Party (“Providing Entity”) and requested by the other Party (“Requesting Entity”) to this Agreement.

B. Incident Commander. The person who, by virtue of his/her position with the Requesting Entity, is responsible for the overall command and direction of the Emergency response activities.

C. Emergency. Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life, stabilize the incident, and/or protect property within its jurisdiction.

D. Primary party. A party which is not part of an existing countywide mutual aid agreement. May be a requesting or providing entity.

E. Secondary party. A party which is part of an existing fire/rescue services mutual aid agreement. May be a requesting or providing entity.

III. Purpose

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

IV. Request for Assistance

All requests for Mutual Aid in an Emergency shall be made by an Emergency Services director or designee of the Requesting Entity. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision of type and amount of equipment and number of personnel to be provided by the Providing Entity to the Requesting Entity shall be at the sole discretion of the Providing Entity. Further, the Providing Entity shall be held harmless by the Requesting Entity from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Requesting Entity.

V. Authority over Joint Operations

The Incident Commander of the Requesting Entity shall retain overall control of all Emergency response activities. The ranking supervisor of the Providing Entity shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

VI. Liability

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs, injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party. Nothing in this agreement is intended nor does it waive any right to seek federal or other assistance provided for disaster relief.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement. Provided, however, the Requesting Entity shall indemnify, defend and hold harmless the Providing Entity where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph V of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law. This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VII. Compensation

A. Emergency Services. For Emergency Services, no Party shall be required to reimburse any other Party for the cost of providing the services set forth in this Agreement, unless the incident lasts twelve hours or longer. If an incident lasts twelve hours or longer, the Providing Entity may seek compensation from the Requesting Entity for the cost of providing the services set forth in this Agreement. All services are billable if the incident lasts a minimum of twelve consecutive hours. Services include, but are not limited to:

- a. Personnel (including backfill personnel)
- b. Equipment (at rates defined by FEMA)

- c. Supplies (actual cost incurred, including shipping of replacement supplies.) Documentation is required in the form of an incident report which clearly lists personnel, equipment and supplies used. Supply usage also requires an actual invoice copy.
- d. Emergency Medical Services. The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered. If the Providing Entity provides supplemental services or a higher level of medical services than the Requesting Entity, such as paramedic services, the Requesting Entity may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Requesting Entity does not charge for ambulance services, the Providing Entity will bill the patient for services rendered and retain one hundred percent (100%) of fees collected.
- e. Hazardous Materials Services. The Providing Entity may bill the responsible person (as defined by Iowa Administrative Code Sections 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident.

VIII. Termination

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, made in writing to the Dallas County Emergency Management Agency. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein.

IX. Effective Date

This Agreement shall be in full force and effect on January 7th, 2021 at 12:01 a.m. (central time) by and between the Parties who have obtained approval hereof by their respective governing bodies. The Dallas County Emergency Management Agency shall have filed this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9 between January 1st, 2021 and January 6th, 2021. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in paragraph VII.

X. Prior Mutual Assistance Agreements

Incidents involving a secondary party directly with another secondary party shall follow the existing fire/rescue services mutual aid agreement in its most current form. Any secondary party in direct cooperation with another secondary party, which is not covered by an existing fire/rescue services agreement, shall follow the provisions of this agreement. A secondary party however, in any direct cooperation with a primary party shall follow the provisions set forth in this agreement. Any cooperation between a primary party and another primary party shall also follow the provisions set forth in this agreement.

For secondary parties, should the existing fire/rescue services mutual aid agreement (or agreements) existing at the time of adoption or amendment of this agreement be considered terminated and not replaced or amended, any secondary party of this agreement shall then be considered a primary party to this agreement.

XI. Amendments

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Any and all such requirements shall be done by the Dallas County Emergency Management Agency.

XII. Validity

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

XIII. No Separate Entity Created -- Administration

It is the Intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. The Dallas County Emergency Management Agency shall serve as Administrator of this undertaking.

XIV. No Real or Personal Property

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

XV. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

XVI. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

28E AGREEMENT FOR MUTUAL ASSISTANCE for Dallas County Area
Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for
Mutual Assistance for Dallas County Area Fire/Rescue Services.

Effective Date: January 7th, 2021 at 12:01 a.m.

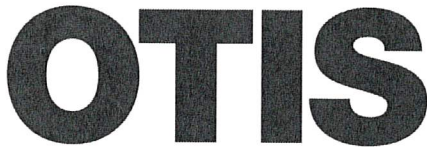
Legal Name of Jurisdiction: _____

Entering the agreement as a _____ party.
(primary or secondary)

Jurisdiction Official: _____ Date _____

Attest: _____ Date _____

Fire Chief/Agency Director _____ Date _____



2019-77

DATE: 12/02/2019

TO:
City Of Dallas Center
P.O. Box 396
1502 Walnut Ave.
Dallas Center, IA 500630396

FROM:
Otis Elevator Company
10052 Justin Dr Suite D
Urbandale, IA 50322

EQUIPMENT LOCATION:
Dallas Center City Hall
1502 Walnut Street
Dallas Center, IA 50063

Deborah Skelton
Phone: (314) 343-8481
Fax:(860) 998-2951

PROPOSAL NUMBER: AOA056

EQUIPMENT DESCRIPTION:

Table with 5 columns: No Of Units, Type Of Units, Manufacturer, Customer Designation, Machine Number. Row 1: 1, HYDRAULIC, OTIS ELEVATOR COMPANY, ONLY ELEV, 551407

LUBRICATE AND SURVEY SERVICE

We propose to furnish Lubricate and Survey Service on the equipment ("Units") described above. We will provide an annual survey of equipment condition and regular lubrication by a qualified examiner. Lubricate and Survey Service is not a preventive maintenance program.

Under this Contract, we will maintain the Units on the following terms and conditions:

COVERAGE

SURVEY

We will conduct an annual survey of the Units and provide a written report of their condition.

REGULAR VISITS

We will use trained personnel directly employed and supervised by us to visit the Units at the frequency selected below:

Table with 2 columns: Visit Frequency, Selection. Rows: Monthly, Bimonthly, Quarterly, Semi-Annually, Annually. Quarterly is selected with an 'X'.

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors, and leveling valves.
Selectors, governors, governor sheaves, governor tension frame sheave assemblies, and compensating sheave assemblies.
Door operators, car door hangers, hoistway door hangers, and interlocks.
Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

EXCLUSIONS

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs or emergency callback service. If any of these services are later requested by you, you agree to pay extra at our regular billing rates.

NORMAL HOURS

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates.

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or thru an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

CUSTOMER REPRESENTATIVE

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the Units.

REPORTS – e*SERVICE

We will use the OMMS program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief, or acts of God.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice. Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

CONTRACT PRICE AND TERM

CONTRACT PRICE

Fifty-five dollars (\$ 55.00) per month, payable Annually.

All pricing is plus any applicable sales taxes unless supplied with tax exemption certificates.

PRICE ADJUSTMENT

Fifty-five dollars (\$ 55.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 01/01/2019 which was 86.251. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. The percentage increase of the Contract will not exceed 3.00 %.

TERM

The Commencement Date will be 11/01/2019.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

PAYMENTS

Payments will be made on a Annually basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be electronic direct debit. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Deborah Skelton
Title: Account Manager
E-mail: Deborah.Skelton@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: - _____

Title - _____

E-mail: - _____

Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Elise Bennett

Title Branch Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

BILL TO INFORMATION

Company Name:

Address:

Address 2:

City:

State:

Zip Code:

ACCOUNTS PAYABLE CONTACT

Name:

Phone Number:

Fax Number:

E-mail:

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name:

Fax:

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

Service Agreement for
FMCSA Drug and Alcohol Clearinghouse Services

City of Dallas Center authorizes CJ Cooper & Associates to perform the actions required of the FMCSA Drug and Alcohol Clearinghouse, 49 CFR § 382.107. City of Dallas Center, at the time of Clearinghouse registration, will grant consent to C.J. Cooper & Associates (C/TPA). It is the responsibility of City of Dallas Center to make sure all new and currently employed CDL Drivers have signed a consent form (written or electronic) prior to CJ Cooper & Associates conducting a limited query per 382.703(a). It is the responsibility of City of Dallas Center to purchase query plan bundles within the Clearinghouse to ensure CJ Cooper & Associates can conduct limited and full queries. CJ Cooper & Associates will notify employer when a full query is required when the limited query returns results that records were found in the Clearinghouse.

The annual fee will be:

2-5 CDL Employees \$ 25 annual fee

Please go to clearinghouse.fmcsa.dot.gov to review the Query fee schedule and purchase needed bundles. CJ Cooper & Associates cannot purchase queries on behalf of employers.

City of Dallas Center

Signature

Date

CJ Cooper & Associates & Associates

Signature

Date

Mayor and City Council:

Over the past year we have researched air packs and have narrowed it down to the new MSA G1 series pack.

Air pack pricing is as follows:

Air pack \$4,327.00 X 7 = \$30,289.00

MSA Cylinder \$ 940.00 x 12 = \$11,280.00

Masks for air pack \$ 278.00 x 7 = \$1,946.00

Battery charging system \$469.00

Spare batteries \$242.00 x 6 = \$1,452.00

Thermal imager for packs \$850.00 x 3 = \$2,550.00

Total Cost \$47,986.00

Sandry Fire supply is the only dealer in Iowa that offers the brand we would like to purchase. The MSA pack is utilized by many of our surrounding communities which is important, as compatibility is key in any large event. Our current bottles will work with the proposed packs as well. These new packs function much like our current packs so our firefighters are already familiar with them which is extremely important as a pack that is completely different could be hard to function in the middle of the night.

Thank you for your consideration.

Joel Hofland
Fire Chief



Quote

EST-004247

Sandry Fire Supply LLC

618 6th Street
DeWitt, Iowa 52742
U.S.A
5636592357

Estimate Date : 11/20/19

Expiry Date : 12/20/19

Reference# : DallasCenter.
G1#1Quote.112119

Sales person : Jeff Feller

Bill To

Dallas Center, IA FD
City of Dallas Center
PO Box 396
Dallas Center, IA 50063

#	Item & Description	Qty	Rate	Amount
1	G1FS422MA2COLAR(M19) G1 4500 SCBA, remote thread connect, chest strap, speaker left chest, metal band, adj. swvl lumbar, rechargeable battery	8.00 Each	4,327.00	34,616.00
2	msa10156424-SP(S50) Cyl. Assy, G1,RC,4500 psig,45min,LP,Pkgd	16.00 Each	940.00	15,040.00
3	msa10161810(M19) Fcpc, G1, FS, MD, MD NC, 4PT C-HARN,C-N	8.00 Each	278.00	2,224.00
			Sub Total	51,880.00
			Total	\$51,880.00

Notes

Looking forward to earning your business.

Terms & Conditions

Shipping will be charged in addition when incurred.



Quote

EST-004267

Sandry Fire Supply LLC

618 6th Street
DeWitt, Iowa 52742
U.S.A
5636592357

Estimate Date : 11/21/19

Expiry Date : 12/20/19

Reference# : DallasCenter.
G1#1Options.112119

Sales person : Jeff Feller

Bill To
Dallas Center, IA FD
City of Dallas Center
PO Box 396
Dallas Center, IA 50063

#	Item & Description	Qty	Rate	Amount
1	msa10158385(M19) KIT, CHARGING STATION, G1	1.00 Each	469.00	469.00
2	msa10148741-SP(M19) Battery Pack, G1, Rechargeable	6.00 Each	242.00	1,452.00
3	msa10156468 Kit, Quick-Fill, G1, Right	1.00 Each	576.00	576.00
4	Quick Connect Option on Cylinders	16.00	68.00	1,088.00
5	Quick Connect Option for SCBA	8.00	117.00	936.00
6	Quick Connect Option on Fill Station	2.00	410.00	820.00
7	evEP213-GL-Red SCBA Mask Bag	8.00 Each	25.00	200.00
8	msaiTiC-AddOn(B98) Integrated Thermal Imaging - Add On item to SCBA	4.00	850.00	3,400.00
			Sub Total	8,941.00
			Total	\$8,941.00

Notes

Looking forward to earning your business.

Terms & Conditions

Shipping will be charged in addition when incurred.



December 4, 2019

Dallas Center Fire Department

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

To Whom It May Concern:

Thank you, Dallas Center Fire Department for your interest in the MSA product line.

This letter confirms that Sandry Fire Supply is the sole authorized distributor of MSA SCBA, Thermal Imaging Cameras, SCBA accessories, and TIC accessories for the Municipal Fire Service Market for Dallas County, Iowa.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

A handwritten signature in black ink that reads "Scott McGuire". The signature is written in a cursive style.

Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com