

AGENDA
Dallas Center City Council
May 12, 2020 –7:00 p.m.

On March 17, 2020, Iowa Governor Kim Reynolds issued a Proclamation of Disaster Emergency, which among other matters, ordered the prohibition of community gatherings of ten or more people at all locations. The Governor's supplemental Proclamation of April 27, 2020, extended the restrictions to May 15, 2020. Therefore, an in-person meeting of the City Council is impossible or impractical as contemplated by Iowa Code Section 21.4(1)(b). As permitted by Iowa Code Section 21.8 the City Council meeting will be conducted by electronic means. The public is encouraged to access the meeting electronically in the manner specified below.

The meeting will be conducted by Zoom at the following Internet link or telephone numbers:

Join Zoom Meeting

<https://us02web.zoom.us/j/81282088438>

If a Zoom user has the Zoom app, just enter the meeting ID 812 8208 8438

Or a member of the public may connect to the meeting by telephone using any of the following numbers (the Meeting ID is 812 8208 8438#):

Dial by your location

+1 646 558 8656

+1 301 715 8592

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Meeting ID: 812 8208 8438

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

The meeting will originate in the City Hall office at 1502 Walnut Street (which will not be open to the public) at 7:00 p.m. The Zoom connection will be available starting at approximately 6:45 pm.

PUBLIC HEARING - on Plans and Specifications, Proposed Form of Contract and Estimate of Cost for construction of the Dallas Center Public Library Phase 1 Construction (Remodeling Project). The Mayor will ask persons on the call/electronic meeting if anyone wishes to address the Council, and those persons wishing to address the Council should so advise the Mayor. Each person will have up to five minutes to address the Mayor and Council on the Plans and Specifications, Proposed Form of Contract and Estimate of Cost for construction of the Dallas Center Public Library, Phase 1 Construction (a copy of which is on file in the office of the City Clerk).

1. Pledge of Allegiance
2. Roll call
3. Action to approve agenda
4. Public Communications and Concerns [the Mayor will ask persons on the call/electronic meeting if anyone wishes to address the Council, and those persons wishing to address the Council should so advise the Mayor]. Please state your name, address and topic. Each person will have up to two minutes to address the Mayor and Council.]
5. Action to approve consent agenda

- a. Approve minutes of April 14th regular meeting, April 22nd and May 5th special meetings
 - b. April Treasurer's Report, Cash Report, Function Report
 - c. April Law Enforcement, Fire/Rescue, Compliance and Water Reports
 - d. Approve 1st year lifeguard Isaac Hodapp at \$8.00/hr effective May 13th, pending lifeguard certification and back ground check
 - e. Approve Council's appointment of Eliza Johnson to fill vacancy on the Board of Adjustment, term expires December 31, 2019
 - f. Approve Mayor's reappointment of Heather Willrich to the Library Board of Trustees, term expires June 30, 2023
 - g. Approve Mayor's reappointment of Katie Johnston to the Library Board of Trustees, term expires June 30, 2023
 - h. Approve cigarette license for Casey's General Store effective July 1, 2020
 - i. Approve invoices for payment (review committee Coon and Pion)
6. Todd McDonald – update on Waukee's Miracle Park
 7. Tom & Carla Atherton – 201 Kellogg – discussion and possible action on non-operable curb stop
 8. Laura Hakes – 402 10th – inquiry on purchasing alley behind house
 9. Parks and Recreation Board – discussion and possible action on establishing a Parks and Recreation Director position
 10. Plan and Zoning Commission
 - a. Commission Report
 - b. Action to approve Ordinance No. 546 – making revisions to Code Section 158.08 (Architectural Standards), 1st reading
 - c. Review draft Ordinance No. 547 – adding and deleting certain permitted uses in the C-1 and C-2 Zoning Districts, and action to set a public hearing on the Ordinance for 7:00 pm on June 9, 2020
 11. Public Library Phase 1 Construction (Remodeling Project)
 - a. Construction Manager's Report
 - b. Action on Resolution 2020-39 – adopting plans, specifications, form of contract and estimate of costs
 - c. Consideration of construction bids
 - d. Action on Resolution 2020-40 – making award of construction contract
 - e. Action on Resolution 2020-41 – approving construction contract and bond [subject to approval of the City Attorney]
 12. Public Works Report
 13. Wastewater Treatment Facility Improvements
 - a. Engineer's Report
 - b. Approve Partial Payment Estimate No. 5 – C.L. Carroll Co., Inc. - \$142,758.40
 14. Fair View Drive Sanitary Sewer Extension Project
 - a. Engineer's Report
 - b. Approve Partial Payment Estimate No. 7 – Thorpe Water Development - \$4,902.00
 15. Water System Improvements – Shallow Well No. 11 – Engineer's Report
 16. Hatton Avenue Storm Sewer Extension
 - a. Engineer's Report
 - b. Approve Partial Payment Estimate No. 2 – Vanderpool Construction, Inc. - \$69,733.70
 17. \$1,140,000 General Obligation Capital Loan Notes, Series 2020 (Wastewater Treatment Facility)
 - a. Action to approve Tax Exemption Certificate
 - b. Action on Resolution 2020-38 amending Resolution 2020-22 authorizing the issuance of \$1,140,000 General Obligation Capital Loan Notes, Series 2020, and levying a tax for the payment thereof

18. Discussion – review City of Adel’s draft Envision Adel 2040 Comprehensive Plan, including Adel’s future land use plan and map in relation to Dallas Center’s planning area
19. Action to approve application for tax abatement – 606 Elm Court
20. DOT Sidewalk Project – update
21. Council reports
 - a. Update from the internet/fiber committee
 - b. Schedule Capital Improvements Program workshop
22. Mayor’s report
23. Adjournment

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	May Serv	\$225.00
Access Systems Leasing	April Lease	\$336.54
Agsources Cooperative Svcs	Tests	\$548.50
Baker & Taylor Co.	Books	\$409.13
Baldon Hardware	Supplies	\$21.45
Bay Bridge Administrators	Insurance	\$100.42
Book Systems, Inc.	Renewal	\$1,210.00
Brown, Fagen & Rouse	May Serv	\$2,600.00
C.L. Carroll Co., Inc.	May Serv	\$142,758.40
Centurylink	May Serv	\$648.01
Cintas	April Serv	\$112.48
Core & Main	Repairs	\$650.00
Crossroads Ag, Llc	Supplies	\$383.00
Culligan Water System	May Serv	\$11.95
Dallas County Treasurer	April Serv	\$17,462.67
Dan Brubaker Enterprises	Repairs	\$1,179.50
Delta Dental	Insurance	\$31.84
Delta Dental	Insurance	\$556.36
Digital Stew Services	April Serv	\$2,998.55
Dmc Welding & Repair Llc	Repairs	\$40.48
Eftps	Taxes	\$3,293.12
Eftps	Taxes	\$3,413.77
Emergency Medical Products	Supplies	\$261.16
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$28.52
Hawkeye Truck Equipment	Repairs	\$3,493.92
Heartland Co-Op	April Serv	\$1,139.22
Hsa Cory, Rochelle	Hsa	\$100.00
Hsa Hoffland, Joel	Hsa	\$50.00
Hsa Riesselman, Cindy	Hsa	\$325.00
Hsa Scrivner, April	Hsa	\$50.00
Hsa Slaughter, Brian	Hsa	\$183.33

Hsa Steele, Kathy	Hsa	\$100.00
Ipers	Ipers	\$4,938.26
Iron Mountain	April Serv	\$78.73
Karen Mccleary	April Serv	\$475.00
Leaf	Contract	\$102.08
Eddie Leedom	April Serv	\$434.85
Luellen Enterprises, Inc.	Repairs	\$360.00
Manatts	Repairs	\$510.00
Mark's Nursery	Trees	\$2,475.00
Menards	Repairs	\$41.38
Merrit Company	Supplies	\$62.74
Midamerican Energy	April Serv	\$1,249.37
Midamerican Energy	April Serv	\$13.51
Midamerican Energy	April Serv	\$3,645.58
Banleaco	June Serv	\$128.92
Municipal Supply Inc	Supplies	\$1,069.95
Napa Auto Parts	Repairs	\$16.58
Nationwide Retirement Sol	Deferred Comp	\$450.00
Office Depot	Supplies	\$87.08
Piper Sandler	April Serv	\$750.00
Praxair Distribution	April Serv	\$31.67
Quick Oil Co	Repairs	\$416.91
Rhinehart Excavating, Inc	Rock	\$963.64
Cindy Riesselman	Mileage	\$19.56
Treasurer - State Of Iowa	Taxes	\$981.58
Treasurer - State Of Iowa	Taxes	\$2,060.27
Sandry Fire Supply	Air Packs	\$48,161.00
Science Tellers	Programming	\$195.00
Sensus Usa Inc.	Annual Serv	\$1,949.94
Strauss Safe & Lock Co.	Qtrly Serv	\$296.55
Thorpe Water Development	Fair View Ss	\$4,902.00
Uhs Premium Billing	Insurance	\$396.64
Uhs Premium Billing	Insurance	\$7,979.28
Usa Blue Book	Supplies	\$670.64
Vanderpool Construction Inc	Hatton Ave	\$69,733.70
Veenstra & Kimm	April Serv	\$17,568.53
Verizon Wireless	April Serv	\$160.06
Treasurer - State of Iowa	Taxes	\$1,129.00
Waste Management	April Serv	\$18,484.98
Wells Fargo	Postage/Supplies	\$716.20
	Accounts Payable Total	\$378,468.38
	General	\$57,846.92
	Capital Improvement	\$48,161.00
	Rut	\$6,237.07

T&A(Eb)	\$10,629.53
Water	\$12,235.99
Sewer	\$168,496.96
Storm District	\$74,860.91
Total Funds	\$378,468.38

Revenues

General Total	\$324,127.25
T&A (Pd) Benevolent Total	\$0.88
T&A(Ft) Total	\$2.55
T&A(Sc) Total	\$14.27
Capital Improvement Total	\$125.76
T&A(SI) Total	\$22.03
Rut Total	\$18,901.66
T&A(Eb) Total	\$73,739.18
Emergency Levy Fund Total	\$9,268.25
Local Option Sales Tax Total	\$25,333.90
Tif Total	\$25,488.30
T&A(Rec Program) Rev Total	\$0.00
Burnett Project Total	\$138.90
T&A(Bc) Total	\$88.40
T&A(Burnett Cap Imp) Total	\$138.46
T&A(Pd) Total	\$0.00
Rec Trail Total	\$0.00
Debt Service Total	\$70,738.32
T&A(B) Total	\$3.66
T&A(Y) Total	\$3.69
Water Total	\$40,014.62
Sewer Total	\$690,309.70
Storm District Total	\$4,869.82
Total Revenue by Fund	\$1,283,329.60

The Dallas Center City Council met via an electronic meeting on April 14, 2020 at 7:00 pm due to Iowa Governor Kim Reynolds's Proclamation of Disaster Emergency, which among other matters, ordered the prohibition of community gatherings of ten or more people at all locations. The Governor's supplemental Proclamation of April 2, 2020, extended the restrictions to April 30, 2020. Therefore, in-person meetings of the City Council are impossible or impractical as contemplated by Iowa Code Section 21.4(1)(b). Mayor Kidd called the meeting to order. Council members on the call/Zoom meeting were Ryan Coon, Curtis Pion, Danny Beyer and Ryan Kluss.

Motion by Beyer, 2nd by Kluss to approve the agenda. Roll call all ayes, motion passed. Kidd stated that there was a typo on the agenda and that Bagby served from 2014 not 2018. The resolution will be amended.

Public Communications and Concerns

Bob King thanked Bagby for his service and the Mayor for the proclamation asking for no opening burning. Bob Haxton stated his concerns regarding Mayor's veto of Resolution 2020-26. Julie Becker stated several concerns.

Motion by Kluss, 2nd by Coon to approve consent agenda [approve minutes of March 10th regular meeting; March Treasurer's Report; March Law Enforcement, Fire/Rescue, Compliance and Water Reports; approve hiring skating rink operator Hayley Wineland, Jill Bejarno, Andrea Bohnenkamp and Nicole Waller at \$12.00/hr effective May 1, 2020 pending background checks; approve hiring assistant pool managers at \$12.00/hr.– Lara Kallem and Alexa Riesselman; 4th year lifeguard at \$8.75/hr – Tatum Jarboe and Dayna Clausen; 3rd year lifeguards at \$8.50/hr – Cameron DeRoos, Jillian Rants and Jaxon Kaster; 2nd year lifeguard at \$8.25/hr – Olivia Macumber, McKenna Dirks and Taylor Wickman; 1st year lifeguards at \$8.00/hr – Hannah Little, Kileigh Lacharz, Madison Lacharz, and Caelen Wineland; all hires pending lifeguard certification and background checks with start date of May 1, 2020; approve The Handlebar liquor license renewal effective 06/01/2020 (Class C with outdoor service and Sunday sales), pending dram shop; approve Mike Buckalew's revised start date of March 17th due to the COVID-19 outbreak; approve invoices for payment (review committee Kluss and Beyer)]. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Kluss to approve hiring 1st year lifeguard at \$8.00/hr.– Cara Pion, pending lifeguard certification and background check with start date of May 1, 2020. Ayes-Kluss, Coon and Beyer. Abstain-Pion. Motion passed 3-0.

Motion by Pion, 2nd by Kluss to approve Resolution 2020-31 – recognizing David Bagby's service as Council Member since 2014. Roll call all ayes, motion passed.

Plan and Zoning Commission

Motion by Kluss, 2nd by Beyer to approve Resolution 2020-32 – approving Site Plan for addition to existing building at 1504 Sugar Grove Avenue submitted by Sugar Grove Custom Cars LLC. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Pion to approve Resolution 2020-33 – approving Architectural Plan for building at 1504 Sugar Grove Avenue. Roll call all ayes, motion passed.

The public works report was included in the packet.

Parks and Recreation Board

Motion by Beyer, 2nd by Coon to approve application for the AARP Grant - sidewalks and shelter at Burnett Complex. The match would be used from funds already budgeted for FY2020-2021. Roll call all ayes, motion passed.

Council received the Board's Mound Park Design Plan.

Motion by Pion, 2nd by Beyer to approve allocating any unused portion of the playground improvement for FY20 (\$30,000 total budgeted amount) to FY21 (this would require a budget amendment). Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Pion to approve application for the Wellmark Foundation Grant – accessible playground in Mound Park. Roll call all ayes, motion passed.

Werch stated the funding is in the budget and Council was agreeable to construct the playground regardless of receiving the Wellmark Grant.

Storm Siren Grant application- the city is asking for 85% of the cost of two new sirens, one by city hall and one in the NW area of town.

Motion by Coon, 2nd by Kluss to approve Resolution 2020-34 – authorizing City match for the hazard mitigation grant program (storm sirens) in the amount of \$7,912.28. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Pion to authorize Mayor Kidd to sign the grant application on behalf of the City. Roll call all ayes, motion passed.

Library Remodeling Project, Phase One

Motion by Beyer, 2nd by Coon to approve Resolution 2020-35 – ordering construction of the Library Remodeling Project, Phase One, and fixing a date for a hearing thereon [7 p.m. on May 12, 2020] and taking of bids therefor [2 p.m. on May 7, 2020]. Roll call all ayes, motion passed.

DC-G Middle School Addition/Renovation Permit

Motion by Pion, 2nd by Kluss to approve the School District's request to waive building permit fees, and to pay any inspection fees as a reimbursement rather than a fee. Roll call all ayes, motion passed.

Wastewater Treatment Facility Improvements

Veenstra stated work will begin soon on the new property.

Motion by Kluss, 2nd by Pion to approve Partial Payment Estimate No. 4 – C.L. Carroll Co., Inc. - \$662,151.50. Roll call all ayes, motion passed.

Fair View Drive Sanitary Sewer Extension Project – no update at this time.

Water System Improvements – Shallow Well No. 11 –

Veenstra stated work will begin soon drilling the test hole and they are hoping to finish construction of the well in mid-May with electrical work after that. They are hoping to have the new well online in June.

Hatton Avenue Storm Sewer Extension

Veenstra stated storm sewer pipe is in place and the contractor is working on the balance of restoration.

Motion by Pion, 2nd by Kluss to approve Partial Payment Estimate No. 1 – Vanderpool Construction, Inc. - \$68,983.30. Roll call all ayes, motion passed.

Motion by Beyer, 2nd by Coon to approve Ordinance No. 545 – increasing the sewer rate charged by the city effective May 16, 2020, second reading. Roll call all ayes, motion passed.

Motion by Pion, 2nd by Kluss to waive the third reading of Ordinance 545, making it effective upon publication. Roll call all ayes, motion passed.

Motion by Pion, 2nd by Beyer to approve Resolution 2020-36 – amending and adopting the Council Procedural Rules. Roll call all ayes, motion passed.

Motion by Kluss, 2nd by Coon to approve Resolution 2020-37 – Infectious Disease Action Plan (COVID-19 Pandemic) including leave requirements mandated by federal law and compensation to City employees. Roll call all ayes, motion passed.

Motion by Coon, 2nd by Pion to approve the purchase of a laptop for the deputy clerk in an amount not to exceed \$3,000 including shipping. Roll call all ayes, motion passed.

Arbor Day Proclamation by the Mayor

Council reports

The council will reschedule a joint meeting with the Tree Board to review Walnut Street Requests for Proposals (canceled due to COVID-19)

The internet/fiber feedback was received from survey. The committee will reach out to the vendor and schedule a meeting and discuss next steps.

28E discussions with School District – this is on hold until summer.

Beyer let council know there was an anonymous donation of \$150,000 received for the library project.

Coon asked for clarification on the burning ban, Kidd stated it does not include fire pits. It is burning of yard waste only.

Mayor's report

Kidd reported on his veto of Resolution 2020-26.

Kluss stated he didn't support the veto and hopes Earlham Savings Bank can come up with alternate plans.

Garrett Hulse with Earlham Savings Bank stated they are disappointed in the outcome, thanked those that were supportive of the project and thanked council for the opportunity to speak.

Pion stated he also didn't support the veto but does not agree with earlier comments from a citizen regarding cronyism.

The electronic meeting adjourned at 8:07 pm.

Cindy Riesselman, City Clerk

Claims

A King's Throne, Llc	April Serv	\$225.00
Access Systems Leasing	March Serv	\$336.54
Acco	Supplies	\$339.56
Ventilation Services Of	Repairs	\$600.26
Aetna Behavioral Health, Llc	Insurance	\$25.20
Agsources Cooperative Svcs	Tests	\$746.50
Arnold Auto Supply	Repairs	\$72.65
Baker & Taylor Co.	Books	\$318.16
Bay Bridge Administrators	Insurance	\$100.42
Brenton Arboretum	Trees	\$276.75
Brown, Fagen & Rouse	March/April Serv	\$2,632.17
C.L. Carroll Co., Inc.	Wastewater Plant	\$662,151.50
Center Point Large Print	Books	\$143.47
Centurylink	April Serv	\$646.38
Cintas	Feb Serv	\$224.96
Core & Main	Repairs	\$248.00

Culligan Water System	Supplies	\$53.05
Dallas County News	Renewal	\$46.00
Dallas County Treasurer	March Serv	\$17,462.67
Delta Dental	Insurance	\$31.84
Delta Dental	Insurance	\$556.36
Digital Stew Services	March Serv	\$232.80
Eftps	Taxes	\$3,180.92
Eftps	Taxes	\$3,675.47
Electronic Engineering	Repair	\$654.66
Elite Electric & Utility	Repairs	\$300.00
Emergency Medical Products	Supplies	\$926.64
Emergency Services Marketing	Subscription	\$735.00
Gatehouse- Db Iowa Holdings	March Serv	\$333.07
Gis Benefits	Insurance	\$39.88
Gis Benefits	Insurance	\$28.52
Git Insurance	Insurance	\$70,555.10
Heartland Co-Op	March Serv	\$653.14
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
Ipers	Ipers	\$4,318.26
Iron Mountain	March Serv	\$64.92
Karen McCleary	March Serv	\$475.00
Leaf	March Serv	\$102.08
Eddie Leedom	March Serv	\$533.60
Macqueen Equipment, Llc	Repairs	\$706.03
Menards	Supplies/Repairs	\$1,972.13
Merrit Company	Supplies	\$62.74
Micromarking Llc	Books	\$250.40
Midamerican Energy	Feb Serv	\$1,279.22
Midamerican Energy	March Serv	\$3,491.87
Midco Diving & Marine Svc, Inc	Inspection	\$2,698.00
Midland Gis Solutions	Gis Mapping	\$1,000.00
Banleaco	April Serv	\$103.92
Banleaco	April Serv	\$103.92
Municipal Supply Inc	Supplies	\$141.95
Nagle Signs Inc.	Repairs	\$1,599.25
Napa Auto Parts	Supplies	\$87.17
Nationwide Retirement Sol	Deferred Comp	\$450.00
O'keefe Elevator Company, Inc.	Updates	\$2,358.00
Office Depot	Supplies	\$278.11
Praxair Distribution	March Serv	\$30.43

Quill.Com	Supplies	\$88.77
Treasurer - State of Iowa	Taxes	\$1,109.65
Treasurer - State of Iowa	Taxes	\$2,092.46
April Scrivner	Mileage	\$40.54
Secretary of State	Notary Renewal	\$30.00
Storey Kenworthy/Matt Parrott	Supplies	\$75.48
Tr Portable Welding	Repairs	\$225.00
Uhs Premium Billing	Insurance	\$396.64
Uhs Premium Billing	Insurance	\$7,979.28
Usa Blue Book	Repairs	\$57.83
Vanderpool Construction Inc	Hatton Ave	\$68,983.30
Veenstra & Kimm	March serv	\$14,817.86
Veenstra & Kimm	March serv	\$25,199.41
Verizon Wireless	March serv	\$160.06
Vessco, Inc.	repairs	\$497.26
Treasurer - State of Iowa	taxes	\$1,072.00
Walton Tree Service	March serv	\$2,265.00
Waste Management	March serv	\$17,909.96
Water Surplus	Testing	\$5,910.00
Wells Fargo	postage/supplies	\$1,054.30
	Total	\$941,257.77

General	\$99,735.61
Rut	\$1,703.95
T&A(Eb)	\$21,798.33
Water	\$32,596.11
Sewer	\$711,913.70
Storm District	\$73,510.07
Total Funds	\$941,257.77

Revenues

General Total	\$42,698.42
T&A (Pd) Benevolent Total	\$1.08
T&A(Ft) Total	\$3.13
T&A(Sc) Total	\$17.50
Capital Improvement Total	\$154.25
T&A(SI) Total	\$61.02
Rut Total	\$8,227.01
T&A(Eb) Total	\$4,284.60
Emergency Levy Fund Total	\$536.97
Local Option Sales Tax Total	\$25,384.58
Tif Total	\$2,814.07
Burnett Project Total	\$170.36
T&A(Bc) Total	\$108.43
T&A(Burnett Cap Impr) Total	\$169.82

Debt Service Total	\$8,561.45
T&A(B) Total	\$4.49
T&A(Y) Total	\$4.52
Water Total	\$43,718.18
Sewer Total	\$30,119.14
Storm District Total	\$5,153.93
Total Revenue by Fund	\$172,192.95

The Dallas Center City Council met via an electronic meeting on April 22, 2020 at 6:00 pm due to Iowa Governor Kim Reynolds's Proclamation of Disaster Emergency, which among other matters, ordered the prohibition of community gatherings of ten or more people at all locations. The Governor's supplemental Proclamation of April 2, 2020, extended the restrictions to April 30, 2020. Therefore, in-person meetings of the City Council are impossible or impractical as contemplated by Iowa Code Section 21.4(1)(b). Mayor Kidd called the meeting to order. Council members on the call/Zoom meeting were Ryan Coon, Curtis Pion, Danny Beyer and Ryan Kluss.

The agenda was amended to add public communications.

Motion by Pion, 2nd by Beyer to approve the amended agenda. Roll call all ayes, motion passed.

Public Communications and Concerns

Bob Haxton stated he planned to submit his application for appointment.

Council discussed the benefits of changing the date to June 9th with the hope that the public can attend in person. Motion by Coon, 2nd by Pion to change the date and time of the Council's meeting to make an appointment to fill the Council vacancy to 7 p.m. on Tuesday, June 9, 2020, and to ask that any person wishing to be considered for the appointment submit his or her resume to the City Clerk by 12 noon on Thursday, June 4, 2020, together with any written materials he or she might wish be reviewed by the Council. Roll call all ayes, motion passed.

The meeting adjourned at 6:06 pm.

Cindy Riesselman, City Clerk

The Dallas Center City Council met via an electronic meeting on May 5, 2020 at 6:03 pm due to Iowa Governor Kim Reynolds' Proclamation of Disaster Emergency, which among other matters, ordered the prohibition of community gatherings of ten or more people at all locations. The Governor's supplemental Proclamation of April 27, 2020, extended the restrictions to May 15, 2020. Therefore, in-person meetings of the City Council are impossible or impractical as contemplated by Iowa Code Section 21.4(1)(b). Mayor Kidd called the meeting to order. Council members on the call/Zoom meeting were Ryan Coon, Curtis Pion, Danny Beyer and Ryan Kluss.

Motion by Beyer, 2nd by Kluss to approve the agenda. Roll call all ayes, motion passed.

Council and Tree Board held a workshop and reviewed the four Walnut Streetscape proposals. Tree Board discussed some of the items included in each proposal as well as the experience two of the firms had working with smaller communities. This potential project will need to be coordinated with other groups (Dallas Center Betterment, etc.) and the scope of work will need to be decided. The proposals were in the \$20,000 range for design services. We have design concepts but detailed design would come later. It was discussed that a façade design would be nice but we are not at a place where all property owners would participate so it would be best to do that portion on its own at another time. The streetscape is a potential project that would be done in pieces depending on what grants are available to fund it, the city has budgeted \$25,000 for design services. The goal is to create a downtown area that is more inviting for businesses and people. They would like to see a master plan for the entire corridor (Mound Park to Memorial Park) that could be done in small phases over a many years.

Motion by Beyer, 2nd by Coon to invite ISG and JBC to a workshop with the council. Roll call all ayes, motion passed. All firms mentioned there would be involvement, input, information, feedback and meetings with the community and community groups as well as a draft plan to share with the community. Council clarified they will hold separate workshops with the two vendors. The workshops will be scheduled in mid-May and early June.

Julie Becker stated her concerns.

The meeting adjourned at 6:36 pm.

Cindy Riesselman, City Clerk

TREASURER'S REPORT
CALENDAR 4/2020, FISCAL 10/2020

FUND	LAST REPORT ON HAND	REVENUES	EXPENSES	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	711,862.52	324,127.25	113,220.54	.00	922,769.23
011 T&A (PD) BENEVOLENT	780.18	.88	.00	.00	781.06
015 T&A(FT)	297,270.78	2.55	.00	.00	297,273.33
021 T&A(SC)	12,697.05	14.27	.00	.00	12,711.32
029 CAPITAL IMPROVEMENT	191,896.20	125.76	.00	.00	192,021.96
041 T&A(SL)	19,598.82	22.03	.00	.00	19,620.85
110 RUT	109,692.69	18,901.66	3,757.43	.00	124,836.92
112 T&A(EB)	24,951.54	73,739.18	25,825.61	.00	72,865.11
119 EMERGENCY LEVY FUND	1,663.81	9,268.25	.00	.00	10,932.06
121 LOCAL OPTION SALES TAX	509,244.64	25,333.90	.00	.00	534,578.54
125 TIF	5,012.84	25,488.30	878.25	.00	29,622.89
166 T&A(REC PROGRAM) REV	.00	.00	.00	.00	.00
167 BURNETT PROJECT	648,587.56	138.90	.00	.00	648,726.46
168 T&A(BC)	756,659.17	88.40	.00	.00	756,747.57
169 T&A(BURNETT CAP IMPROVE)	663,197.08	138.46	.00	.00	663,335.54
177 T&A(PD)	.00	.00	.00	.00	.00
180 REC TRAIL	.00	.00	.00	.00	.00
200 DEBT SERVICE	118,378.80	70,738.32	.00	.00	189,117.12
501 T&A(B)	15,259.22	3.66	.00	.00	15,262.88
502 T&A(Y)	13,279.95	3.69	.00	.00	13,283.64
600 WATER	555,228.41	40,014.62	37,127.52	.00	558,115.51
610 SEWER	279,321.30	690,309.70	703,490.55	.00	266,140.45
740 STORM DISTRICT	226,454.48	4,869.82	73,246.43	.00	158,077.87
Report Total	5,161,037.04	1,283,329.60	957,546.33	.00	5,486,820.31

BALANCE SHEET
CALENDAR 4/2020, FISCAL 10/2020

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING-GENERAL	4,791.73-	15,324.57
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)	.00	.00
110-000-1110	CHECKING-RUT	.00	.00
110-000-1111	CHECKING-DEPR RUT EQUIP	.00	.00
110-000-1112	CHECKING-SIDEWALK PROJ	.00	.00
112-000-1110	CHECKING-T&A(EB)	7,845.05	11,825.24
119-000-1110	CHECKING-EMERG LEVY	.00	.00
121-000-1110	CHECKING-LOST	.00	.00
121-000-1111	CHECKING-LOST PROP TAX RELIEF	.00	.00
121-000-1112	CHECKING-LOST SWIM POOL	.00	.00
125-000-1110	CHECKING-TIF	.00	.00
166-000-1110	CHECKING-T&A(REC PROGRAM)	.00	.00
167-000-1110	CHECKING-T&A(BURNETT REC)	.00	.00
167-000-1111	CHECKING-T&A(BURNETT REC/POOL)	.00	.00
168-000-1110	CHECKING-T&A(BURNETT LIBRARY)	.00	.00
169-000-1110	CHECKING-T&A(BURNETT CAP IMP)	.00	.00
177-000-1110	CHECKING-T&A(PD) FORFEITURE	.00	.00
180-000-1110	CHECKING-REC TRAIL	.00	.00
200-000-1110	CHECKING-DEBT SERVICE	.00	.00
305-000-1110	CHECKING-PLAYGROUND EQUIP	.00	.00
307-000-1110	CHECKING-2012 HWY 44 TURN LANE	.00	.00
501-000-1110	CHECKING-T&A(B)	.00	.00
502-000-1110	CHECKING-T&A(Y)	.00	.00
600-000-1110	CHECKING-WATER	10,730.93-	7,577.26
600-000-1111	CHECKING-WATER SINKING	.00	.00
600-000-1112	CHECKING-T&A(M)	.00	.00
600-000-1113	CHECKING-WATER IMPROVEMENT	.00	.00
600-000-1114	CHECKING-WATER RESERVE	.00	.00
610-000-1110	CHECKING-SEWER	11,947.32-	4,721.67
610-000-1111	CHECKING-SEWER SINKING	.00	.00
610-000-1112	CHECKING-SEWER RESERVE	.00	.00
610-000-1113	CHECKING-SEWER IMPROVEMENT	.00	.00
740-000-1110	CHECKING-STORM DISTRICT	1,552.29-	1,583.81
	CHECKING TOTAL	21,177.22-	41,032.55
001-000-1120	PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1160	SAVINGS-GENERAL	215,698.44	497,344.66

BALANCE SHEET
CALENDAR 4/2020, FISCAL 10/2020

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
011-000-1160	SAVINGS-T&A(PD) BENEVOLENT	.88	781.06
015-000-1160	SAVINGS-T&A(FT)	2.55	2,273.33
021-000-1160	SAVINGS-T&A(SC)	14.27	12,711.32
029-000-1160	SAVINGS-DEPR POLICE	.00	.00
029-000-1161	SAVINGS-DEPR NON RUT EQUIP	9.33	8,308.76
029-000-1162	SAVINGS-DEPR PARK	3.89	3,461.77
029-000-1163	SAVINGS-DEPR SWIM POOL	12.25	10,913.03
029-000-1164	SAVINGS-DEPR P/W BLDG	16.90	15,051.40
029-000-1165	SAVINGS-DEPR FIRE	83.39	74,287.00
041-000-1160	SAVINGS-T&A(SL)	22.03	19,620.85
110-000-1160	SAVINGS-RUT	15,144.23	102,070.09
110-000-1161	SAVINGS-DEPR RUT EQUIP	.00	22,766.83
110-000-1162	SAVINGS-SIDEWALK PROJ	.00	.00
112-000-1160	SAVINGS-T&A(EB)	40,068.52	61,039.87
119-000-1160	SAVINGS-EMERG LEVY	9,268.25	10,932.06
121-000-1160	SAVINGS-LOST	25,326.77	328,231.47
121-000-1161	SAVINGS-LOST PROP TAX RELIEF	.00	.00
121-000-1162	SAVINGS-LOST SWIM POOL	7.13	6,347.07
125-000-1160	SAVINGS-TIF	24,610.05	29,622.89
166-000-1160	SAVINGS-T&A(REC PROGRAM)	.00	.00
167-000-1160	SAVINGS-T&A(BURNETT REC)	129.16	115,052.72
167-000-1161	SAVINGS-T&A(BURNETT REC/POOL)	9.74	8,673.74
168-000-1160	SAVINGS-T&A(BURNETT LIBRARY)	88.40	78,747.57
169-000-1160	SAVINGS-T&A(BURNETT CAP IMP)	138.46	123,335.54
177-000-1160	SAVINGS-T&A(PD)FORFEITURE	.00	.00
180-000-1160	SAVINGS-REC TRAIL	.00	.00
200-000-1160	SAVINGS-DEBT SERV	70,738.32	189,117.12
305-000-1160	SAVINGS-PLAYGROUND EQUIP	.00	.00
307-000-1160	SAVINGS-2012 HWY 44 TURN LANE	.00	.00
501-000-1160	SAVINGS-T&A(B)	3.66	3,262.88
502-000-1160	SAVINGS-T&A(Y)	3.69	3,283.64
600-000-1160	SAVINGS-WATER	9,008.03	424,140.51
600-000-1161	SAVINGS-WATER SINKING	4,610.00	49,656.18
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	5,018.22	115,398.92
610-000-1161	SAVINGS-SEWER SINKING	3,784.69	49,441.27
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	66,824.32	156,494.06
	SAVINGS TOTAL	346,960.49	2,695,687.76
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	95,000.00
021-000-1170	CD-T&A (SC)	.00	.00
029-000-1170	CD-DEPR POLICE	.00	.00

BALANCE SHEET
CALENDAR 4/2020, FISCAL 10/2020

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	.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
121-000-1173	CD-LOST SWIM POOL	.00	100,000.00
167-000-1170	CD-T&A(BURNETT REC)	.00	200,000.00
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	.00
	CD'S TOTAL	.00	2,750,000.00
	TOTAL CASH	325,783.27	5,486,820.31

BUDGET REPORT
CALENDAR 4/2020, FISCAL 10/2020

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-110-6010	POLICE-WAGES	120,536.00	10,044.58	90,401.22	75.00
001-110-6181	POLICE-CLOTHING	600.00	50.00	450.00	75.00
001-110-6210	POLICE-DUES,M'SHIPS, SPE	.00	.00	.00	.00
001-110-6230	POLICE-TRAINING	550.00	41.67	375.03	68.19
001-110-6310	POLICE-OFFICE RENTAL/MAI	.00	.00	.00	.00
001-110-6331	POLICE-VEHICLE OPERATION	24,000.00	1,975.17	17,776.53	74.07
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	576.00	72.00
001-110-6419	POLICE-TECHNOLOGY SERVIC	2,820.00	233.33	2,099.97	74.47
001-110-6499	POLICE-RESERVE OFFICERS	.00	.00	.00	.00
001-110-6505	POLICE-PTONEER 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	1,559.97	74.28
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	6,917.94	75.02
112-110-6130	POLICE-IPERS	11,945.00	948.22	8,533.98	71.44
112-110-6150	POLICE-GROUP INSURANCE	36,726.00	3,060.49	27,544.41	75.00
112-110-6155	CITY SHARE- HSA	.00	.00	.00	.00
112-110-6160	POLICE-WORKER'S COMP	2,800.00	89.82	808.38	28.87
112-110-6170	POLICE-UNEMPLOYMENT	270.00	13.40	120.60	44.67
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	157,164.03	73.90
001-150-6010	FIRE DEPT-SALARIES	15,000.00	2,770.00	6,150.00	41.00
001-150-6150	FIRE DEPT-GROUP INSURANC	715.00	.00	650.10	90.92
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	50.00	954.71	31.82
001-150-6332	FIRE DEPT-VEHICLE MAINT/	11,000.00	.00	2,866.39	26.06
001-150-6373	FIRE DEPT-TELEPHONE	1,600.00	123.99	1,259.26	78.70
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	.966.90	3,051.11	61.02
001-150-6505	FIRE DEPT-PAGERS/REPAIRS	15,000.00	.00	10,372.50	69.15
001-150-6507	FIRE DEPT-OPERATING SUPP	3,000.00	30.43	1,566.76	52.23
001-150-6599	FIRE DEPT-REPAIRS/SUPP N	15,000.00	1,581.30	6,258.71	41.72
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	211.98	470.65	41.00
112-150-6130	FIRE-IPERS	595.00	36.55	77.37	13.00
112-150-6155	CITY SHARE- HSA	.00	9.08	16.78	.00
112-150-6160	FIRE-WORKER'S COMP	6,000.00	3,985.00	4,385.00	73.08
	FIRE TOTAL	138,358.00	9,765.23	38,586.07	27.89
001-170-6407	BUILDING INSPECTION FEES	40,000.00	1,275.60	12,567.46	31.42
	BUILDING INSPECTIONS TOT	40,000.00	1,275.60	12,567.46	31.42
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 4/2020, FISCAL 10/2020

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	PUBLIC SAFETY TOTAL	391,526.00	28,503.50	208,381.41	53.22
001-210-6010	STREETS-WAGES	39,454.00	3,383.24	37,752.35	95.69
001-210-6230	STREETS-EDUCATION/TRAINI	700.00	.00	587.00	83.86
001-210-6332	STREETS-VEHICLE MAINT	.00	.00	.00	.00
001-210-6417	STREETS-PROJECTS	100,000.00	.00	100,000.00	100.00
001-210-6419	FIRE DEPT-TECHNOLOGY SER	.00	.00	.00	.00
001-210-6499	STREETS-CONTRACT LABOR	1,000.00	.00	293.75	29.38
001-210-6507	STREETS-SUPPLIES R16	.00	.00	.00	.00
001-210-6599	STREETS-MISC SUPPLIES	1,000.00	.00	1,017.27	101.73
021-210-6417	T&A(SC)-REFUNDS	1,000.00	.00	.00	.00
029-210-6710	DEPR-NON RUT EQUIP	90,000.00	.00	90,000.00	100.00
110-210-6331	RUT-VEHICLE OPERATIONS	3,000.00	163.15	1,908.80	63.63
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	.00	196,898.77	88.30
110-210-6425	RUT-SIDEWALK IMPROVEMENT	2,000.00	.00	256.00	12.80
110-210-6490	RUT-FAIR VIEW DR SIDEWAL	.00	.00	.00	.00
110-210-6504	RUT-STREET EQUIP	.00	.00	.00	.00
110-210-6710	RUT-DEPR EQUIP EXPENSES	103,000.00	.00	101,414.00	98.46
112-210-6110	STREETS-FICA - STREETS	3,018.00	258.83	2,918.63	96.71
112-210-6130	STREETS-IPERS	3,724.00	317.55	3,547.47	95.26
112-210-6150	STREETS-GROUP INSURANCE	9,362.00	4,561.33	11,190.35	119.53
112-210-6155	CITY SHARE- HSA	2,325.00	44.22	2,143.23	92.18
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	8,728.32	550,727.62	92.87
110-230-6371	RUT-STREET LIGHTS	25,000.00	1,502.88	14,807.10	59.23
110-230-6509	RUT-STREET SIGNS	2,500.00	.00	1,846.27	73.85
	STREET LIGHTING TOTAL	27,500.00	1,502.88	16,653.37	60.56
110-250-6331	RUT-SNOW REM VEHICLE OPE	3,500.00	.00	1,104.03	31.54
110-250-6332	RUT-SNOW REM VEHICLE REP	4,000.00	8.07	2,014.54	50.36
110-250-6499	RUT-SNOW REM CONTRACT LA	4,000.00	.00	630.00	15.75
110-250-6599	RUT-SNOW REM SUPPLIES	8,500.00	.00	6,580.30	77.42
	SNOW REMOVAL TOTAL	20,000.00	8.07	10,328.87	51.64
001-290-6010	GARBAGE-WAGES	14,431.00	1,075.74	11,945.47	82.78
001-290-6411	GARBAGE-COURT CLAIMS	2,195.00	.00	2,195.00	100.00
001-290-6418	GARBAGE-SALES TAX	5,000.00	432.82	3,891.16	77.82
001-290-6499	GARBAGE-FEES	210,000.00	17,909.96	176,949.73	84.26
001-290-6506	GARBAGE-OFFICE SUPPLIES	1,200.00	.00	1,181.70	98.48
001-290-6508	GARBAGE-POSTAGE	1,500.00	35.80	160.80	10.72
112-290-6110	GARBAGE-FICA	1,104.00	82.31	913.98	82.79
112-290-6130	GARBAGE-IPERS	1,362.00	101.54	1,127.68	82.80
112-290-6150	GARBAGE-GROUP INSURANCE	8,311.00	670.62	6,457.69	77.70
112-290-6155	CITY SHARE- HSA	1,850.00	28.78	1,331.28	71.96
	GARBAGE TOTAL	246,953.00	20,337.57	206,154.49	83.48
001-299-6010	GARAGE-WAGES	27,262.00	2,094.38	23,260.64	85.32
001-299-6310	GARAGE-BUILDING REPAIRS	5,000.00	.00	628.00	12.56
001-299-6331	GARAGE-VEHICLE OPERATION	3,500.00	163.15	2,052.22	58.63

BUDGET REPORT
CALENDAR 4/2020, FISCAL 10/2020

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-299-6332	GARAGE-VEHICLE REPAIRS	4,000.00	72.65	3,517.89	87.95
001-299-6371	GARAGE-UTILITIES	3,000.00	251.81	1,999.54	66.65
001-299-6373	GARAGE-TELEPHONE	.00	.00	.00	.00
001-299-6399	GARAGE-MINOR REPAIRS/MAI	4,000.00	.00	5,125.97	128.15
001-299-6490	STREET TREES	23,000.00	276.75	4,277.75	18.60
001-299-6507	GARAGE-OPERATING SUPPLIE	5,000.00	200.13	3,839.15	76.78
029-299-6799	DEPR-P/W BLDG EXPENSE	125,000.00	.00	93,617.00	74.89
112-299-6110	GARAGE-FICA	2,086.00	160.22	1,779.40	85.30
112-299-6130	GARAGE-IPERS	2,573.00	196.53	2,169.51	84.32
112-299-6150	GARAGE-GROUP INSURANCE	6,116.00	485.13	4,639.18	75.85
112-299-6155	CITY SHARE- HSA	1,463.00	28.28	1,387.04	94.81
112-299-6160	GARAGE-WORKER'S COMP	1,500.00	1,082.00	1,082.00	72.13
	OTHER PUBLIC WORKS TOTAL	213,500.00	5,011.03	149,375.29	69.97
	PUBLIC WORKS TOTAL	1,100,936.00	35,587.87	933,239.64	84.77
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
001-399-6590	COVID-19 EXPENSES	.00	343.81	343.81	.00
	OTHER HEALTH/SOCIAL SERV	.00	343.81	343.81	.00
	HEALTH & SOCIAL SERVICES	12,000.00	343.81	548.81	4.57
001-410-6010	LIBRARY-WAGES	80,251.00	5,569.18	59,994.08	74.76
001-410-6230	LIBRARY-TRAINING/EDUCATI	250.00	.00	.00	.00
001-410-6310	LIBRARY-BLDG REPAIR/MAIN	5,000.00	1,873.25	5,385.41	107.71
001-410-6320	LIBRARY-GROUNDS MAINT	500.00	.00	82.50	16.50
001-410-6340	LIBRARY-COMPUTER MAINT	4,000.00	.00	3,605.99	90.15
001-410-6371	LIBRARY-UTILITIES	6,000.00	431.00	4,382.46	73.04
001-410-6373	LIBRARY-TELEPHONE	2,500.00	183.35	1,812.17	72.49
001-410-6390	LIBRARY-DALLAS CO FOUND	.00	.00	.00	.00
001-410-6419	LIBRARY-TECHNOLOGY SERV	1,400.00	102.08	1,610.80	115.06
001-410-6502	LIBRARY-BOOKS	16,000.00	841.85	12,206.95	76.29
001-410-6505	LIBRARY-OFFICE FURNITURE	500.00	.00	265.80	53.16
001-410-6507	LIBRARY-SUPPLIES/PROG/DU	6,000.00	70.28	4,069.10	67.82
001-410-6508	LIBRARY-POSTAGE	1,800.00	12.64	452.66	25.15
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	426.07	4,589.64	74.76
112-410-6130	LIBRARY-IPERS	7,576.00	525.72	5,483.08	72.37
112-410-6150	LIBRARY-GROUP INSURANCE	17,835.00	1,626.94	15,739.72	88.25
112-410-6155	CITY SHARE- HSA	5,000.00	100.00	4,800.00	96.00
112-410-6160	LIBRARY-WORKER'S COMP	200.00	125.00	125.00	62.50
121-410-6770	LOST-CAP OUTLAY LIBRARY	.00	.00	.00	.00
168-410-6721	T&A(BURNETT LIBRARY)-EXP	145,000.00	.00	500.34	.35
169-410-6770	CAP OUTLAY - LIBRARY	.00	.00	.00	.00
501-410-6502	T&A BOOKS-EXPENSE	.00	.00	.00	.00
	LIBRARY TOTAL	310,951.00	11,746.80	125,195.70	40.26
001-430-6010	PARKS-WAGES	41,478.00	2,420.34	25,193.64	60.74

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
001-430-6230	PARKS-EDUCATION/TRAINING	200.00	.00	.00	.00
001-430-6310	PARKS-BLDG MAINT/REPAIR	55,000.00	2,189.59	8,285.19	15.06
001-430-6320	PARKS-GROUND MAINT/REPAI	15,000.00	225.00	11,206.02	74.71
001-430-6331	PARKS-VEHICLE OPERATION	2,000.00	36.00	1,369.61	68.48
001-430-6350	PARKS-EQUIP REPAIRS	1,000.00	.00	172.49	17.25
001-430-6371	PARKS-UTILITIES	2,200.00	152.00	1,563.32	71.06
001-430-6385	PARKS-PRAIRIE MEADOW GRA	.00	.00	.00	.00
001-430-6390	PARKS-DALLAS COUNTY FOUN	10,000.00	.00	5,500.00	55.00
001-430-6399	PARKS-PARK EQUIP/MAINT	30,000.00	.00	324.23	1.08
001-430-6450	PARKS-TREE MAINT	5,000.00	2,265.00	2,825.00	56.50
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	45.00	401.55	20.08
029-430-6720	DEPR-PARK EXPENSES	6,100.00	.00	6,100.00	100.00
112-430-6110	PARKS-FICA	3,173.00	185.16	1,927.38	60.74
112-430-6130	PARKS-IPERS	3,523.00	205.47	1,374.34	39.01
112-430-6150	PARKS-GROUP INSURANCE	1,455.00	134.62	1,266.85	87.07
112-430-6155	CITY SHARE- HSA	413.00	7.06	321.23	77.78
112-430-6160	PARKS-WORKER'S COMP	675.00	450.00	519.00	76.89
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	8,315.24	68,349.85	32.10
001-440-6010	SWIM POOL-WAGES	50,252.00	737.24	41,679.99	82.94
001-440-6230	SWIM POOL-CPO TRAINING	500.00	200.00	500.00	100.00
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	.00	2,517.72	71.93
001-440-6373	SWIM POOL-TELEPHONE	600.00	26.61	318.86	53.14
001-440-6418	SWIM POOL-SALES TAX	2,500.00	23.80	512.79	20.51
001-440-6501	SWIM POOL-CHEM/INSPEC	6,000.00	70.00	737.80	12.30
001-440-6507	SWIM POOL-OPERATING SUPP	3,000.00	22.95	638.82	21.29
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	56.41	3,188.56	82.95
112-440-6130	SWIM POOL-IPERS	685.00	54.38	595.98	87.00
112-440-6150	SWIM POOL-GROUP INS	2,414.00	207.90	1,985.73	82.26
112-440-6155	CITY SHARE- HSA	663.00	11.69	597.69	90.15
112-440-6160	SWIM POOL-WORKER'S COMP	2,500.00	1,525.00	1,625.00	65.00
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

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	RECREATION TOTAL	143,958.00	2,935.98	54,903.94	38.14
	CULTURE & RECREATION TOT	667,826.00	22,998.02	248,449.49	37.20
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	591.55	5,579.85	55.80
001-520-6490	ECON DEV-MISC EXPENSE	3,000.00	.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	591.55	17,042.65	60.54
001-540-6371	P&Z-UTILITIES	.00	.00	.00	.00
001-540-6407	P&Z ENGINEERING	700.00	.00	687.00	98.14
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	800.00	.00	860.68	107.59
	COMMUNITY & ECONOMIC DEV	28,950.00	591.55	17,903.33	61.84
001-610-6010	MAYOR/COUNCIL-WAGES	9,600.00	640.00	9,040.00	94.17
001-610-6210	MAYOR/COUNCIL-DUES	1,200.00	.00	1,135.00	94.58
001-610-6414	MAYOR/COUNCIL-PUBLICATIO	6,000.00	333.07	5,651.17	94.19
001-610-6490	MAYOR/COUNCIL-AUDITS/BON	9,000.00	.00	4,973.25	55.26
001-610-6599	MAYOR/COUNCIL-MISC EXPEN	13,500.00	15.90	7,435.40	55.08
112-610-6110	MAYOR/COUNCIL-FICA	734.00	9.28	250.12	34.08
112-610-6130	MAYOR/COUNCIL-IPERS	680.00	60.42	672.12	98.84
112-610-6160	MAYOR/COUNCIL-WORKER'S C	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	40,714.00	1,058.67	29,157.06	71.61
001-620-6010	CLERK-WAGES	58,805.00	4,705.77	51,127.11	86.94
001-620-6210	CLERK-DUES	150.00	.00	.00	.00
001-620-6230	CLERK-EDUCATION/TRAINING	2,000.00	.00	1,858.21	92.91
001-620-6350	CLERK-EQUIPMENT REPAIRS	500.00	.00	.00	.00
001-620-6373	CLERK-TELEPHONE/RADIOS	2,500.00	250.44	1,853.10	74.12
001-620-6419	CLERK-TECHNOLOGY SERVICE	12,000.00	382.44	10,534.00	87.78
001-620-6490	CLERK-CONTRACT LABOR	1,000.00	.00	143.25	14.33
001-620-6505	CLERK-OFFICE EQUIP PURCH	10,000.00	.00	6,226.47	62.26
001-620-6507	CLERK-MISC OPERATING SUP	4,300.00	304.42	2,831.26	65.84
001-620-6508	CLERK-POSTAGE/BOX RENT	1,500.00	24.20	1,500.00	100.00
112-620-6110	CLERK-FICA	4,499.00	359.97	3,911.11	86.93
112-620-6130	CLERK-IPERS	5,551.00	444.23	4,826.47	86.95
112-620-6150	CLERK-GROUP INSURANCE	22,981.00	1,864.20	17,932.18	78.03
112-620-6155	CITY SHARE- HSA	5,175.00	105.55	5,537.35	107.00

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
112-620-6160	CLERK-WORKER'S COMP	250.00	200.00	200.00	80.00
	CLERK/TREASURER/ADM TOTA	131,211.00	8,641.22	108,480.51	82.68
001-640-6405	ATTORNEY-MISC EXP	3,000.00	.00	1,624.67	54.16
001-640-6411	ATTORNEY-RETAINER	31,200.00	2,600.00	26,000.00	83.33
	LEGAL SERVICES/ATTORNEY	34,200.00	2,600.00	27,624.67	80.77
001-650-6310	MEMORIAL HALL-BLDG MAINT	7,500.00	.00	4,568.15	60.91
001-650-6320	MEMORIAL HALL-MISC EXPEN	1,300.00	222.07	952.45	73.27
001-650-6371	MEMORIAL HALL-UTILITIES	6,500.00	388.94	4,223.00	64.97
001-650-6373	MEMORIAL HALL-TELEPHONE	.00	.00	.00	.00
001-650-6399	MEMORIAL HALL-CAPITAL OU	.00	.00	.00	.00
001-650-6409	MEMORIAL HALL-JANITOR SE	4,300.00	425.96	3,599.10	83.70
001-650-6499	MEMORIAL HALL-ELEV MAINT	10,000.00	2,358.00	6,400.02	64.00
	CITY HALL/GENERAL BLDGS	29,600.00	3,394.97	19,742.72	66.70
001-660-6408	GENERAL-LIABILITY INSURA	37,000.00	36,993.10	37,493.10	101.33
	TORT LIABILITY TOTAL	37,000.00	36,993.10	37,493.10	101.33
001-699-6490	MISC UNALLOCATED REIMB	3,000.00	7.54	851.41	28.38
	OTHER GENERAL GOVERNMENT	3,000.00	7.54	851.41	28.38
	GENERAL GOVERNMENT TOTAL	275,725.00	52,695.50	223,349.47	81.00
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	.00	17,080.00	50.74
200-210-6899	DS BOND REGISTRATION FEE	500.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALK	99,160.00	.00	17,080.00	17.22
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
200-815-6803	DS PRINC-2020 SRF	.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	157.50	50.00
200-815-6853	DS INT-2020 SRF	3,000.00	.00	.00	.00
200-815-6899	DS BOND REGISTRATIONS FE	9.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	21,324.00	.00	157.50	.74
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	.00	37,137.50	50.00
200-865-6899	DS BOND REGISTRATION	600.00	.00	250.00	41.67
	STORM DISTRICT TOTAL	194,875.00	.00	37,387.50	19.19
	DEBT SERVICE TOTAL	315,359.00	.00	54,625.00	17.32
600-810-6010	WATER-WAGES	74,514.00	5,416.03	60,521.28	81.22

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
600-810-6110	WATER-FICA	5,700.00	414.31	4,660.37	81.76
600-810-6130	WATER-IPERS	7,034.00	508.71	5,691.05	80.91
600-810-6150	WATER-GROUP INSURANCE	16,711.00	1,348.04	12,949.32	77.49
600-810-6155	CITY SHARE- HSA	3,763.00	70.10	3,238.33	86.06
600-810-6160	WATER-WORKER'S COMP	2,800.00	1,410.00	1,410.00	50.36
600-810-6181	WATER-UNIFORM ALLOWANCE	400.00	.00	400.00	100.00
600-810-6210	WATER-DUES	1,500.00	.00	1,255.65	83.71
600-810-6230	WATER-TRAINING	1,500.00	50.00	1,102.50	73.50
600-810-6310	WATER-EQUIP/REPAIRS/MAIN	67,300.00	9,805.43	68,369.52	101.59
600-810-6320	WATER-WELL MAINTENANCE	25,000.00	150.00	11,350.00	45.40
600-810-6331	WATER-VEHICLE OPERATIONS	2,000.00	69.92	818.04	40.90
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	300,000.00	.00	862.00	.29
600-810-6371	WATER-UTILITIES	21,000.00	1,145.94	17,917.19	85.32
600-810-6373	WATER-TELEPHONE	1,000.00	61.99	684.73	68.47
600-810-6374	T&A(M)DEPOSIT REFUND	13,000.00	750.00	11,150.99	85.78
600-810-6401	WATER-AUDIT	.00	.00	.00	.00
600-810-6407	WATER-ENGINEERING	25,000.00	5,268.73	24,644.73	98.58
600-810-6408	WATER-INSURANCE	8,200.00	8,200.00	8,200.00	100.00
600-810-6411	WATER-LEGAL	.00	.00	24,000.00	.00
600-810-6418	WATER-SALES TAX EXPENSE	22,000.00	2,060.27	19,984.79	90.84
600-810-6419	WATER-TECHNOLOGY SERVICE	5,000.00	7.95	2,103.92	42.08
600-810-6499	WATER-TESTS	5,000.00	43.00	3,205.89	64.12
600-810-6501	WATER-SALT/CHEMICALS	33,000.00	339.56	9,282.14	28.13
600-810-6506	WATER-OFFICE SUPPLIES	1,700.00	.00	1,311.04	77.12
600-810-6507	WATER-OPERATING SUPPLIES	3,000.00	.00	1,967.56	65.59
600-810-6508	WATER-POSTAGE	1,500.00	.00	1,500.00	100.00
600-810-6599	WATER-MISC EXP	2,500.00	7.54	2,080.63	83.23
600-810-6780	WATER-CAPITAL IMPROVEMEN	170,000.00	.00	96,154.44	56.56
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	4,515.00	50.00
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	875,942.00	37,127.52	401,331.11	45.82
610-815-6010	SEWER-WAGES	70,350.00	5,447.54	60,570.04	86.10
610-815-6110	SEWER-FICA	5,382.00	416.72	4,664.21	86.66
610-815-6130	SEWER-IPERS	6,641.00	512.46	5,695.59	85.76
610-815-6150	SEWER-GROUP INSURANCE	17,460.00	1,475.58	14,101.65	80.77
610-815-6155	CITY SHARE- HSA	4,350.00	95.24	4,627.07	106.37
610-815-6160	SEWER-WORKER'S COMP	1,400.00	800.00	800.00	57.14
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	222.50	22.25
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	69.92	818.02	51.13
610-815-6332	SEWER-VEHICLE REPAIRS	300.00	.00	.00	.00

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ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
610-815-6340	SEWER-OFFICE EQUIP	.00	.00	.00	.00
610-815-6350	SEWER-OPERATION/MAINT	40,000.00	.00	6,770.03	16.93
610-815-6371	SEWER-UTILITIES	10,000.00	902.18	7,827.77	78.28
610-815-6373	SEWER-TELEPHONE	.00	.00	.00	.00
610-815-6374	SEWER DEPOSITS	2,000.00	.00	1,876.22	93.81
610-815-6407	SEWER-ENGINEERING	382,000.00	16,956.60	216,218.62	56.60
610-815-6408	SEWER-INSURANCE	12,000.00	12,000.00	12,000.00	100.00
610-815-6411	SEWER-LEGAL	2,000.00	.00	10,002.15	500.11
610-815-6418	SEWER-SALES TAX EXPENSE	4,200.00	416.60	4,422.76	105.30
610-815-6419	SEWER-TECHNOLOGY SERVICE	5,500.00	7.95	2,224.06	40.44
610-815-6499	SEWER-TESTS	8,000.00	703.50	5,223.00	65.29
610-815-6506	SEWER-OFFICE SUPPLIES	2,000.00	.00	1,393.55	69.68
610-815-6507	SEWER-SUPPLIES	1,000.00	.00	363.89	36.39
610-815-6508	SEWER-POSTAGE	1,500.00	.00	1,500.00	100.00
610-815-6599	SEWER-ADMIN EXPENSES	2,350.00	7.76	1,851.82	78.80
610-815-6767	SEWER-FAIR VIEW DR SAN S	250,000.00	.00	219,722.18	87.89
610-815-6780	SEWER-CAPITAL OUTLAY PRO	1,500,000.00	662,151.50	963,875.55	64.26
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
610-815-6804	SEWER DEBT-PRINC 2019 SR	.00	.00	.00	.00
610-815-6851	SEWER DEBT-INT 2001 EDS	788.00	.00	393.75	49.97
610-815-6853	SEWER DEBT-INT WASS	.00	.00	.00	.00
610-815-6852	SEWER DEBT-INT-1999	.00	.00	.00	.00
610-815-6854	SEWER DEBT-INT 2019 SRF	5,200.00	.00	.00	.00
610-815-6899	SEWER DEBT-REGISTRAR FEE	900.00	.00	.00	.00
	SEWER/SEWAGE DISPOSAL TO	2,386,671.00	701,963.55	1,548,569.82	64.88
740-865-6379	STORM DISTRICT-MAINT/REP	15,000.00	1,456.29	4,529.19	30.19
740-865-6407	STORM DISTRICT-ENGINEER	30,000.00	1,698.48	4,456.48	14.85
740-865-6411	STORM DISTRICT-LEGAL	.00	.00	.00	.00
740-865-6418	STORM DISTRICT-SALES TAX	1,100.00	108.36	1,024.88	93.17
740-865-6419	STORM DISTRICT-TECH SERV	9,000.00	1,000.00	9,000.00	100.00
740-865-6765	STORM DISTRICT-CAPITAL P	185,000.00	68,983.30	68,983.30	37.29
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	73,246.43	87,993.85	36.65
	ENTERPRISE FUNDS TOTAL	3,502,713.00	812,337.50	2,037,894.78	58.18
001-910-6910	GENERAL-TRANSFERS OUT	84,040.00	.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	2,083.33	20,833.30	83.33
112-910-6910	T&A(EB)-TRANSFER OUT	.00	.00	.00	.00
119-910-6910	EMERGENCY FUND-TRANSFER	24,343.00	.00	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	878.25	62,963.60	75.15
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

BUDGET REPORT
CALENDAR 4/2020, FISCAL 10/2020

PCT OF FISCAL YTD 83.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
307-910-6911	TRANSFER OUT - TIF	.00	.00	.00	.00
600-910-6910	WATER-TRANSFERS OUT	6,000.00	.00	6,000.00	100.00
610-910-6910	SEWER-TRANSFERS OUT	24,324.00	1,527.00	21,270.00	87.44
740-910-6910	STORM DISTRICT-TRANSFER	.00	.00	.00	.00
	TRANSFERS TOTAL	331,871.00	4,488.58	207,294.83	62.46
	TRANSFER OUT TOTAL	331,871.00	4,488.58	207,294.83	62.46

TOTAL EXPENSES BY FUNCTI	6,626,906.00	957,546.33	3,931,686.76	59.33
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APRIL 2020 CODE ENFORCEMENT REPORT DALLAS CENTER

CASE #	ADDRESS	VIOLATION	DATE OF VIOLATION	REINSPECT DATE	COMMENTS	COMPLIED
		BEGIN 2017				
2017-051	1600 Linden	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	
		BEGIN 2019				
2019-042	1401 Walnut	Property Maintenance	4/24/2019	5/28/2019 6/20/19	Advisory/ 5/20/19 Certified	
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	
2019-115	302 -14	Prop. Maint	8/13/2019	11/26/2019 1/7/20 5/30/20	Advisory- 10/29/19 Certified Extend to Spring	
2019-155	404-10	Encroachment	10/29/2019	11/14/2019 5/5/20	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	4/14/2020
2019-181	401-13	Junk ROW	12/18/2019	12/24/2019	M	
2019-182	1402 Sycamore	Junk ROW	12/18/2019	12/24/2019	M- 12/24/19 Advisory	
2019-185	707 Hatton	FYP	12/24/2019	1/10/20 12/30/2019	M	

FIRE & EMS REPORT

April 2020

Total calls : 20

FIRE 7 total

2 Hazmat Fire

1 Fire Alarm

1 MVC in DC

1 COQ with Grimes

2 Outside Fires

EMS 13 Total

13 calls for service (10 City/3 Rural)



April 2020 Dallas Center Calls for Service

DATE/TIME	INCIDENT	LOCATION
2020-04-01 09:38	EXTRA WATCH	307 15TH ST, DALLAS CENTER
2020-04-01 16:38	JUVENILE PROBLEM	1417 WALNUT ST, DALLAS CENTER
2020-04-01 16:57	RETURN PHONE CALL	1915 SUGAR GROVE AVE, DALLAS CENTER
2020-04-01 19:39	SUSPICIOUS	505 HATTON AVE, DALLAS CENTER
2020-04-02 03:46	SUSPICIOUS	1204 LINDEN ST, DALLAS CENTER
2020-04-02 12:47	ANIMAL COMPLAINT	1503 SUGAR GROVE AVE, DALLAS CENTER
2020-04-02 20:01	HAZMAT	KELLOGG AVE / SYCAMORE ST, DALLAS CENTER
2020-04-02 21:04	911 HANGUP	SUGAR GROVE AVE / ORDER DR, DALLAS CENTER
2020-04-03 10:47	INFORMATION	1417 WALNUT ST, DALLAS CENTER
2020-04-03 15:36	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
2020-04-03 16:20	911 MISDIAL	240 TH ST / ORDER DR, DALLAS CENTER
2020-04-04 17:19	TRAFFIC COMPLAINT	240TH ST / FAIRVIEW DR, DALLAS CENTER
2020-04-04 18:21	HAZMAT	1107 SYCAMORE ST, DALLAS CENTER
2020-04-04 18:41	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2020-04-04 21:31	INFORMATION	700 11 TH ST, DALLAS CENTER
2020-04-05 00:45	MVC-PD	27000 240TH ST, DALLAS CENTER
2020-04-06 02:23	MEET COMPLAINANT	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-04-06 03:15	DISTURBANCE	104 14TH ST, DALLAS CENTER
2020-04-06 08:14	DISTURBANCE	705 10TH ST, DALLAS CENTER
2020-04-06 14:38	COMMITTAL	104 14TH ST, DALLAS CENTER
2020-04-06 18:01	EXTRA PATROL	802 PERCIVAL AVE, DALLAS CENTER
2020-04-06 18:13	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
2020-04-06 18:33	911 MISDIAL	100 14 TH ST, DALLAS CENTER
2020-04-07 18:03	INFORMATION	502 14TH ST, DALLAS CENTER
2020-04-08 09:33	ANIMAL BITE/ATTACK	1709 LAUREL ST, DALLAS CENTER
2020-04-09 10:53	OPEN DOOR/WINDOW	10TH ST / SUGAR GROVE AVE, DALLAS CENTER
2020-04-09 15:48	ASSIST	1204 LINDEN ST, DALLAS CENTER
2020-04-10 14:34	INFORMATION	1402 WALNUT ST, DALLAS CENTER
2020-04-11 07:17	WELFARE CHECK	802 PERCIVAL AVE, DALLAS CENTER
2020-04-11 08:30	TRAFFIC CONTROL	1300 WALNUT ST, DALLAS CENTER
2020-04-11 12:50	MEDICAL/AMBULANCE TRIP	10TH ST / SUGAR GROVE AVE, DALLAS CENTER
2020-04-11 16:44	ILLEGAL BURN	401 HATTON AVE, DALLAS CENTER
2020-04-11 18:46	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
2020-04-11 22:12	911 HANGUP	1200 SUGAR GROVE AVE, DALLAS CENTER
2020-04-12 00:34	ALARM	595 SUGAR GROVE AVE, DALLAS CENTER

2020-04-12 02:01	911 HANGUP	1200 LINDEN ST, DALLAS CENTER
2020-04-13 14:47	ORDINANCE VIOLATIONS	704 LINDEN ST, DALLAS CENTER
2020-04-14 14:02	911 HANGUP	2335 N AVE, DALLAS CENTER
2020-04-16 18:15	DRUG INVESTIGATION	906 8TH ST, DALLAS CENTER
2020-04-16 18:54	INFORMATION	2438 240TH ST, DALLAS CENTER
2020-04-16 19:07	RETURN PHONE CALL	2438 240TH ST, DALLAS CENTER
2020-04-16 19:49	MEET COMPLAINANT	104 14TH ST, DALLAS CENTER
2020-04-17 10:01	INFORMATION	104 14TH ST, DALLAS CENTER
2020-04-17 15:36	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
2020-04-17 15:43	RETURN PHONE CALL	104 14TH ST, DALLAS CENTER
2020-04-17 18:15	MEDICAL/AMBULANCE TRIP	701 LINDEN ST, DALLAS CENTER
2020-04-17 19:31	PUBLIC ASSIST	2438 240TH ST, DALLAS CENTER
2020-04-18 06:31	MEDICAL/AMBULANCE TRIP	1105 MAPLE ST, DALLAS CENTER
2020-04-18 11:07	MEDICAL/AMBULANCE TRIP	27088 240TH ST, DALLAS CENTER
2020-04-18 23:35	911 HANGUP	SUGAR GROVE AVE / QUINLAN AVE, DALLAS CENTER
2020-04-19 09:20	THEFT	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-04-19 15:13	DISTURBANCE	1204 SUGAR GROVE AVE, DALLAS CENTER
2020-04-19 15:58	HARASSMENT/THREATS	104 14TH ST, DALLAS CENTER
2020-04-20 19:12	911 TRANSFER	400 HATTON AVE, DALLAS CENTER
2020-04-22 05:43	911 TRANSFER	206 KELLOGG AVE, DALLAS CENTER
2020-04-22 08:46	MEDICAL TRANSPORT	1204 LINDEN ST, DALLAS CENTER
2020-04-22 12:01	MEDICAL/AMBULANCE TRIP	1507 MAPLE ST, DALLAS CENTER
2020-04-22 14:52	MISSING/RUNAWAY	507 HATTON AVE, DALLAS CENTER
2020-04-24 09:52	FIRE ALARM	1204 LINDEN ST, DALLAS CENTER
2020-04-24 11:25	MEDICAL/AMBULANCE TRIP	1204 LINDEN ST, Apt. CALLBK=(, DALLAS CENTER
2020-04-24 16:12	ALARM	1502 WALNUT ST, DALLAS CENTER
2020-04-24 18:32	FIRE ALARM	1204 LINDEN ST, Apt. 1006, DALLAS CENTER
2020-04-24 19:20	MEDICAL/AMBULANCE TRIP	1004 LAUREL ST, DALLAS CENTER
2020-04-25 22:06	911 HANGUP	2500 SUGAR GROVE AVE, DALLAS CENTER
2020-04-26 12:44	911 HANGUP	600 11 TH ST, DALLAS CENTER
2020-04-26 14:07	INFORMATION	1703 WALNUT ST, DALLAS CENTER
2020-04-26 14:13	INFORMATION	1005 VINE ST, DALLAS CENTER
2020-04-26 17:10	911 HANGUP	41.6838720000000000 -93.9666110000000000,
2020-04-27 09:21	MEDICAL/AMBULANCE TRIP	1107 SUGAR GROVE AVE, Apt. 3, DALLAS CENTER
2020-04-27 09:51	INFORMATION	104 14TH ST, DALLAS CENTER
2020-04-27 22:14	SUSPICIOUS	595 SUGAR GROVE AVE, DALLAS CENTER
2020-04-28 11:28	ALARM	1202 SUGAR GROVE AVE, DALLAS CENTER
2020-04-29 13:25	911 HANGUP	240 TH ST / ORDER DR, DALLAS CENTER
2020-04-29 18:11	TRAFFIC STOP	2500 240TH ST, DALLAS CENTER
2020-04-30 05:11	MVC-PD	1405 WALNUT ST, DALLAS CENTER
2020-04-30 11:09	CIVIL PAPER	1200 ASH ST, DALLAS CENTER

2020-04-30 14:24	THEFT	1505 SUGAR GROVE AVE, DALLAS CENTER
2020-04-30 17:34	911 HANGUP	SUGAR GROVE AVE / KELLOGG AVE, DALLAS CENTER
2020-04-30 18:49	911 HANGUP	2500 240 TH ST, DALLAS CENTER
2020-04-30 22:06	EXTRA PATROL	1502 CHERRY ST, DALLAS CENTER
Grand Total	Dallas Center 414 hours patrol, 13 hours on calls, 427 hours total, 320 required	80

Monthly Water Report

Date	Apr-20															
Water Plant																
Total Gal.>	4,222,900	Max	222,200	Min	76,400	Avg	140,800	Gpm	232							
Total Hrs.>	504.8	Max	206.6	Min	4.9	Avg	16.8									
Last Month.>	3,822,200	Max	214,800	Min	60,400	Avg	123,300	Gpm	240							
Last Year.>	5,405,200	Max	227,300	Min	136,700	Avg	180,200	Gpm	257							
Lbs.of Chlorine	471	Lbs of Fluoride	41	Gallons of salt brine	4,628											
Chlorine.Mg/l	0.75	Fluoride.Mg/l	0.6	Hardness. Mg/l	112	Iron. Mg/l	0.02	Nitrate.Mg/l								
Well																
Date	4/23/2020															
	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm	S	R	DD	Gpm
Well # 7	32	20	12	130												
Well # 8																
Well # 9	30	20	10	140												
Well # 10	20	12	8	120												
Test Well																
Water Meters																
	New Installs				Read In											
	Replace Meter				Read Out											
	Replace Radio Read				Shut off For nonpayment											
	Repair															
Fire Hydrants																
	New Install				Flush Hyd	yes	Repair Hyd									
Water Plant	4/9/20 - Backwashed filters 1-2-3 4/24/20 - Backwashed filters 1-2-3															
Water Tower																
Reservoir																
Dist. System	Flushed fire hydrants throughout month. Flow testing SE quadrant of town															
Wells	4/23/20 - Tested wells 7-9-10 no issues															
Other																

P&Z Report – April 28, 2020

The Honorable Michael Kidd
and Members of the City Council
Dallas Center, IA 50063

Dear Mr. Mayor and Members of the Council:

The Dallas Center Plan & Zoning Commission met via Zoom meeting on Tuesday, April 28, 2020 with the following members participating in the call: Abby Anderson, Kari Boscaljon, Kristi Northway, Thomas Strutt, Daniel Willrich and Matt Ostanik. City Attorney Ralph Brown also participated. City Engineer Bob Veenstra also joined briefly at the beginning but was unable to get his audio to work, so he left.

The Commission reviewed draft ordinances prepared by the City Attorney for enhancements to the City's architectural standards and permitted uses in the C-1 and C-2 commercial districts. The ordinances are based on several months of P&Z discussion and research stemming from City Council's December request that we review the C-2 Highway/Auto-Oriented Business District.

In our April discussion, Commission members agreed that the draft ordinances would enhance future development on the Highway 44 corridor and help make sure the corridor serves as an appropriate gateway to our community. The Commission asked the City Attorney to make a minor update to ordinance 546 to include screening requirements for trash and recycling.

After discussion, Daniel Willrich moved and Abby Anderson seconded to recommend Ordinance 546 to City Council for improvements to the City's architectural standards. The motion was approved unanimously.

Daniel Willrich then moved and Thomas Strutt seconded to also recommend Ordinance 547 to City Council for updates to permitted uses in the C-1 and C-2 districts. This motion was also approved unanimously.

Respectfully submitted,
Matt Ostanik
P&Z Commission Chair

ORDINANCE NO. 546

AN ORDINANCE AMENDING SECTION 158.08 OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, TO REVISE AND ADD TO THE REQUIREMENTS OF THE ARCHITECTURAL STANDARDS

BE IT ORDAINED BY THE CITY COUNCIL of the City of Dallas Center, Iowa, that:

SECTION 1. Section 158.08 of the Code of Ordinances of the City of Dallas Center, Iowa, is hereby amended to read as follows:

158.08 ARCHITECTURAL STANDARDS. The standards outlined in this section shall be utilized in all reviews of architectural plans.

1. Primary Exterior Material of Structures Subject to Architectural Standards. Building architectural design shall recognize the importance of material strength and permanency through the selection of building materials. The primary exterior building material, less glass, shall constitute at least seventy-five percent (75%) of each façade area to which these standards apply. The primary exterior material shall consist of a combination of brick, architectural concrete panels, textured concrete block, architectural metal or stone panels. The primary exterior material must be utilized on the front and the two sides of any building, except as may be required by Section 158.08(4) of this chapter. However, no wood, masonite, asphaltic exterior wall material, aluminum or steel siding, non-architectural sheet metal, non-textured concrete block, stucco, vinyl, E.I.F.S. (Exterior Insulation and Finish Systems) or other similar materials shall constitute a portion of the front and two sides of any of the exterior walls of any building as a primary exterior material. The remaining exterior materials utilized on the front and two sides of the exterior walls shall be considered as building trim or accent. The term "architectural metal" refers to an exterior steel product with concealed fasteners other than siding.

2. Building Trim and Accent Defined. For the purpose of this chapter, "trim" or "accent" is defined as an ornamental design feature that, when removed, significantly alters the appearance of the building. It would commonly consist of building elements like moldings, cornices, parapet, frieze, sills, lintels, string course, quoining and ledgment. The maximum amount of trim or accent on each façade area to which these standards apply shall not exceed twenty-five percent (25%). Materials used for trim or

accent may, in addition to permitted primary exterior materials, include wood, plastic, asphaltic exterior wall material, aluminum or steel siding with concealed fasteners, stucco, vinyl, or cementitious material based siding. In addition, E.I.F.S. (Exterior Insulation and Finish Systems) may be used for trim and accent seven feet and higher from the ground level of the building. Materials that are part of a recognized corporate identity mark are permitted. Concrete block and materials with exposed fasteners are not permitted.

3. Wall Area Defined. In the application of these requirements, some standards are based upon a percentage of the wall area. The "wall area" is defined as the total square feet of the exterior elevation of the building in a single plane that is perpendicular to the point-of-view and vertical to the ground. It may contain a gable and/or dormer in the same plane of view. It does not contain the elevation of a pitched roof, but would include the area of a parapet wall. Each elevation must comply with the standards unless otherwise approved by the Plan and Zoning Commission.

4. Buildings that Face Streets, Other Public Places and Residential Districts. A wall or side of a building that faces or is visible from a public street, highway or roadway, recreational area, park, or a residential district that is within 250 feet of that particular wall or side shall be built consistent in design and use of primary exterior materials.

5. Other Materials. The Council, in its sole discretion and after receiving a recommendation from the Plan and Zoning Commission, may approve additional primary materials and trim on a case-by-case basis, provided that such materials and trim exhibit the structural strength and permanency desired, contain sufficient architectural relief, and do not detract from the desired aesthetic character of the building and the surrounding area.

6. Loading Docks, Service Areas, and Drive-Thru Windows. Buildings shall not expose loading docks, service areas, overhead doors, equipment (transformers, generators, compressors, etc.), drive-thru windows, menu boards, and similar features to the public right-of-way or to adjacent residential property, parks, or recreational areas.

7. Roof-Mounted Equipment. Roof-mounted mechanical, communications, or other similar equipment shall be screened from view from the public right-of-way and adjacent residential property, parks, or recreational areas by the use of parapet walls or other roof structures. If a parapet wall or other roof structure cannot feasibly screen the roof-mounted equipment, point-in-place or other appropriate screening with similar design features to the building, including material, shape, and color shall be required.

8. Façade Modulation and Future Reuse. Commercial buildings shall be designed to reduce the appearance of a box by incorporating façade modulation into all building elevations, including with use of physical offsets and the use of color, pattern, texture, and human scale elements in order to reduce the negative aesthetic impact of long, expansive wall surfaces. In addition to ensure the longevity and future usability of larger commercial buildings, articulation and structural offsets shall be provided to ensure

future reuse of the structure by smaller user groups. The building shall be visually separated into masses conducive to such reuse.

9. Architectural Standards for Multiple-Family Dwelling and Townhome Projects. Multiple-family and townhome projects shall be designed in compliance with certain standards which shall be set forth in the presentation of the architectural plan.

A. New buildings design should respect the context of any adjacent residential neighborhood including the height, scale, mass, form and character of the surrounding residential development.

B. Multiple-family and townhome developments shall provide a quality and architectural character that avoids monotonous and featureless building design.

C. Each building in a multiple-family and townhome development should have distinctive, yet consistent style. Fronts of buildings should be articulated through the use of bays, balconies, porches or stoops relating to entrances, windows and garages within the consistent architectural style. Unique style presentations should be provided through the use of varying articulations from building to building.

D. All sides of a multiple-family or townhome building shall be constructed of similar features and architectural presentation. The buildings' primary architectural features shall not be restricted to a single façade.

E. Garage doors shall constitute not more than the following percentage of the lineal frontage distance of any multiple-family or townhome building:

1 car attached 40%

2 car attached 50%

3 car attached 60%

F. All apartments, condominiums, and three-story above grade townhomes shall incorporate a minimum of 40% brick or masonry in the overall building design. Window and door openings shall count for this requirement if completely surrounded by the brick or stone masonry material.

G. All single story and two-story townhome developments shall have a minimum of 25% brick or masonry surfacing on the front side of the building.

H. A variety of roof forms is encouraged to denote building elements and functions.

10. Screening. The outdoor placement of electrical or mechanical equipment, as well as receptacles for garbage, trash and recycling, shall require the placement and maintaining of a physical screen.

A. The requirement for screening shall be accomplished by landscaping (including trees, shrubs and plants), earthen berms, solid walls, or a combination thereof.

B. A written screening plan shall be submitted for review and approval as a part of the architectural plan, or as a separate plan, and shall be submitted simultaneously with the Site Plan and shall be considered with the Site Plan.

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.

Passed by the City Council on the 12th day of May, 2020, and approved on the 12th day of May, 2020.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

ORDINANCE NO. 547

AN ORDINANCE AMENDING CHAPTER 165 OF THE CODE OF ORDINANCES OF THE CITY OF DALLAS CENTER, IOWA, AS AMENDED, (ZONING CODE) TO ADD CERTAIN PERMITTED USES AND TO DELETE CERTAIN PERMITTED USES IN THE C-1 AND C-2 ZONING DISTRICTS

WHEREAS, the City Council of the City of Dallas Center conducted a public hearing at 7 p.m. on June 9, 2020, on proposed amendments to Chapter 165 of the Code of Ordinances of the City of Dallas Center, Iowa, as amended with respect to adding and deleting certain permitted uses in the C-1 and C-2 Zoning Districts.

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

SECTION 1. Section 165.37(2)(B) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended by deleting the following principal permitted local retail, business, office, or service establishment uses:

Department stores.
Dry goods or notion stores.
Frozen food lockers for individuals or family.
Heliports.
Record shops.
Soda fountains.
Variety stores.
Video rental stores.
Wearing apparel stores.

SECTION 2. Section 165.37(2)(B) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended by revising the following principal permitted local retail, business, office, or service establishment uses to read as follows:

"Launderette or self-service laundries" is revised to read as "Self-service laundromats."

"Printing, lithographing, publishing, blueprinting, and photostatting" is revised to read as "Printing and publishing."

"Telephone exchanges, offices, and outside telephone booths" is revised to read as "Buildings and facilities for communications providers".

SECTION 3. Section 165.38(2)(A) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended by adding the following permitted business and service establishment use:

Car washes.

SECTION 4. Section 165.38(2)(A) of the Code of Ordinances of the City of Dallas Center, Iowa, as amended, is hereby amended by revising the following permitted business and service establishment use to read as follows:

"Motels and auto-courts" is revised to read as "Motels and hotels."

SECTION 5. **Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. **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 7. **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 9th day of June, 2020, and approved the 9th day of June, 2020.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



QUAD CITIES OFFICE
131 W 2nd Street, Suite 400
P.O. Box 3608
Davenport, IA 52801
PHONE 563.322.7301 FAX 563.322.2503

CENTRAL IOWA OFFICE
1001 Office Park Road, Suite 110
West Des Moines, IA 50265
PHONE 515.645.4481 FAX 515.270.4614
WEB estesconstruction.com

May 8, 2020

Mrs. Cindy Riesselman, City Clerk
Dallas Center
1502 Walnut Street
Dallas Center, Iowa 50063

RE: Dallas Center Public Library Phase 1
General Contractor Package

Mrs. Riesselman,

Estes Construction completed the pre-award interview with the apparent low bidder for the General Construction Package on May 8, 2020. During the pre-award process, we reviewed the bidder's scope of work, conformance to the bid documents, planned subcontractors and suppliers, schedule compliance, and proposed means and methods.

We have secured multiple competitive bids in these categories. We conclude that the bids received are fair and reasonable, and recommend awarding contract to the bidder as indicated below and reflected in the attached bid tabulation.


1. General Contractor Package	Blue Ribbon Builders
a. Base Bid	\$56,700.00

Upon your approval, the apparent low bidder is prepared to initiate activities in order to procure materials and meet project expectations.

Attached is the bid tabulation recap, for your use.

We thank you for the opportunity to be of service and look forward to a successful project and longstanding relationship with you & your staff. Should you have any questions or require additional information, please do not hesitate to contact me at 515-6810421, or by email at rhaaland@estesconstruction.com.

Sincerely,
ESTES CONSTRUCTION


Ryan Haaland
Pre-Construction Manager

Attachments: Bid Tabulation (May 7, 2020)

CC: Ralph Brown
Daniel Willrich



Dallas Center Public Library - PH I
 Bid Tab Report
 May 7, 2020

BID PACKAGE DESCRIPTION/BIDDERS	BID SECURITY	ADDENDA 1, 2, 3	BASE BID TOTAL	TOTAL
---------------------------------	--------------	-----------------	----------------	-------

GENERAL TRADES				
Blue Ribbon Builders, LLC	x	x	\$56,700	\$56,700
Butzke Burch Commercial	x	x	\$59,400	\$59,400
Keystone Construction Services LLC	x	x	\$62,000	\$62,000
Absolute Group	x	x	\$65,000	\$65,000
Christner Contracting, Inc.	x	x	\$66,500	\$66,500
Bergstrom Construction Inc.	x	x	\$69,700	\$69,700
Edge Commercial	x	x	\$73,755	\$73,755
Munro Construction Co.	x	x	\$76,400	\$76,400
TBB&M Design Build	x	x	\$77,300	\$77,300
Trinity Construction Group	x	x	\$77,500	\$77,500
Accurate Commercial	x	x	\$80,564	\$80,564
Grand Homes & Renovations	x	x	\$89,000	\$89,000
Eick and Day Construction, LLC	x	x	\$99,500	\$99,500

Estimate Totals

Description	Rate	Amount	Totals
Construction Subtotal		112,825	112,825
Design Contingency	5.000 %	5,631	
Permit Fees	0.600 %	709	
Business Liability Insurance	1.000 %	1,190	
Construction Fee	6.000 %	7,209	
Total Construction Costs		14,739	127,564
Design Fees	8.000 %	10,188	
Construction Contingency	5.000 %	5,877	
Fixtures, Furnishings & Equip		30,005	
Geotechnical Services			
Survey			
Computers and IT			
AV Systems			
Signage			
Moving Cost			
Kitchen Equipment			
Kitchen Hood			
Hazardous Material Abatement			
Document Reproduction			
Testing Services			
Total Project Costs		47,070	174,434
Total			174,434

↳ = 120,155

RESOLUTION NO. 2020-39

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE DALLAS CENTER PUBLIC LIBRARY PHASE 1 CONSTRUCTION (REMODELING PROJECT)

WHEREAS, on the 3rd day of April, 2020, 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 Dallas Center Public Library Phase 1 Construction (Remodeling 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 12th day of May, 2020.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2020-40

**RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT
FOR THE DALLAS CENTER PUBLIC LIBRARY PHASE 1
CONSTRUCTION (REMODELING 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 Dallas Center Public Library Phase 1 Construction (Remodeling Project), described in the plans and specifications heretofore adopted by this Council on May 12, 2020, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Blue Ribbon Builders
P.O. Box 486, Earlham, Iowa 50072

Amount of Bid: \$56,700.00

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 12th day of May, 2020.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk

RESOLUTION NO. 2020-41

**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND
BOND FOR THE DALLAS CENTER PUBLIC LIBRARY PHASE 1
CONSTRUCTION (REMODELING 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 Dallas Center Public Library Phase 1 Construction (Remodeling 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: Blue Ribbon Builders
P.O. Box 486, Earlham, Iowa 50072

Amount of Bid: \$56,700.00

Bond Surety:

Date of Bond:

Portion of project: All construction

PASSED AND APPROVED this 12th day of May, 2020.

Michael A. Kidd, Mayor

ATTEST:

Cindy Riesselman, City Clerk



VEENSTRA & KIMM, INC.

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

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

May 6, 2020

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

DALLAS CENTER, IOWA
WASTEWATER TREATMENT FACILITY IMPROVEMENTS
PARTIAL PAYMENT ESTIMATE NO. 5

Enclosed is a copy of Partial Payment Estimate No. 5 for the contract between the City of Dallas Center and C.L. Carroll Co., Inc. for the Wastewater Treatment Facility Improvements project. Partial Payment Estimate No. 5 is for work during the month of April 2020.

Partial Payment Estimate No. 5 is in the amount of \$142,758.40. Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 5 and would recommend approval.

A summary of the work that was completed during the month of April:

- Framing of the exterior walls of the blower building.
- Concrete footings, floor, and walls of the UV structure.
- Concrete footings, floor, and walls of the effluent control structure.
- Excavation for SAGR Control Manholes No. 1 and 2.
- Installation of the 24-inch sewer between the UV structure and effluent structure.
- Installation of the small diameter sampler tubing between the UV structure and the sample building.
- Other various concrete pours.
- Electrical and HVAC work on the buildings and structures for which work is currently in progress.

Cindy Riesselman
May 6, 2020
Page 2

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.

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

H. R. Veenstra Jr.

HRVjr:kld
212163

Enclosure

cc: Ralph Brown, Brown, Fagen, & Rouse - 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: May 5, 2020

PAY ESTIMATE NO. 05

Project Title	Wastewater Treatment Facility Improvements Dallas Center, Iowa		Contractor	C.L. Carroll Co., Inc. 3623 6th Avenue Des Moines, Iowa 50313
Original Contract Amount & Date	\$4,296,000.00	November 12, 2019	Pay Period	April 6, 2020 through May 4, 2020

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	Bonds/Mobilization/Ins	LS	1	\$ 160,000.00	\$ 160,000.00	0.65	\$ 104,000.00
2	Clearing	LS	1	\$ 35,000.00	\$ 35,000.00	0.93	\$ 32,550.00
3	Blower Demo	LS	1	\$ 15,000.00	\$ 15,000.00		\$ -
4	Blower Building Conc	LS	1	\$ 55,000.00	\$ 55,000.00	1.00	\$ 55,000.00
5	Blower Bldg/Equ	LS	1	\$ 150,000.00	\$ 150,000.00		\$ -
6	Screw Pumps	LS	1	\$ 275,000.00	\$ 275,000.00		\$ -
7	Lagoon Biosolids	LS	1	\$ 135,000.00	\$ 135,000.00		\$ -
8	Lagoon Aeration	LS	1	\$ 75,000.00	\$ 75,000.00		\$ -
9	SAGR MH's	LS	1	\$ 250,000.00	\$ 250,000.00	0.15	\$ 37,500.00
10	SAGR Filters	LS	1	\$ 1,500,000.00	\$ 1,500,000.00	0.0410	\$ 61,500.00
11	UV Str	LS	1	\$ 75,100.00	\$ 75,100.00	1.00	\$ 75,100.00
12	UV Channels/Equ	LS	1	\$ 205,000.00	\$ 205,000.00		\$ -
13	Sampler Conc	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00
14	Sampler Building	LS	1	\$ 40,000.00	\$ 40,000.00		\$ -
15	Effluent Flume Str	LS	1	\$ 55,080.00	\$ 55,080.00	1.00	\$ 55,080.00
16	Effluent Flume Equ	LS	1	\$ 10,000.00	\$ 10,000.00		\$ -
17	LE/FE Piping/MH's	LS	1	\$ 170,000.00	\$ 170,000.00	0.05	\$ 8,500.00
18	SAGR Piping	LS	1	\$ 75,000.00	\$ 75,000.00		\$ -
19	Air/Water/Tile/ Misc Piping	LS	1	\$ 280,000.00	\$ 280,000.00	0.01	\$ 2,800.00
20	HVAC	LS	1	\$ 42,000.00	\$ 42,000.00	0.35	\$ 14,700.00
21	Electric/Generator/Controls	LS	1	\$ 475,000.00	\$ 475,000.00	0.11	\$ 52,250.00
	TOTAL CONTRACT				\$ 4,092,180.00		\$ 513,980.00

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$4,296,000.00	\$ 513,980.00
Approved Change Orders (list each) 3/2/2020	No. 1	\$ (203,820.00)	
TOTAL ALL CHANGE ORDERS		\$ (203,820.00)	\$ -
Revised Contract Price		\$ 4,092,180.00	\$ 513,980.00
		Materials Stored	\$ 650,792.58
Value of Completed Work and Materials Stored			\$ 1,164,772.58
		Less Retained Percentage (5%)	\$ 58,238.63
		Net Amount Due This Estimate	\$ 1,106,533.95
Less Estimate(s) Previously Approved	No.1		\$ 152,760.00
	No.2		\$ 92,970.80
	No.3		\$ 55,893.25
	No.4		\$ 662,151.50
	No.5		
	No.6		
	No. 7		
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved			\$ 963,775.55
		Amount Due This Estimate	\$ 142,758.40

The amount \$ 142,758.40 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Signature: <i>Jon P Rissman</i>	Veenstra & Kimm, Inc.	Signature:
Name: Jon P Rissman	Signature: <i>Vincent Driscoll</i>	Name:
Title: President	Name: Vincent Driscoll	Title:
Date: 5/5/2020	Title: Project Manager	Date:
	Date: 5/6/2020	



VEENSTRA & KIMM, INC.

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

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

May 5, 2020

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. 7

Enclosed are three copies of Pay Estimate No. 7 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 February 28, 2020 to May 2, 2020.

We have checked the estimate and recommend payment to Thorpe Water Development Co. in the amount of \$4,902.00.

Please sign all copies of Pay Estimate No. 7 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. 7 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


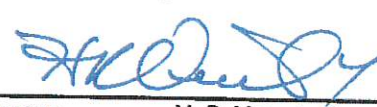
212168

Enclosure

cc: Ralph Brown – w/enclosure

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$235,964.00	\$ 236,446.50
Approved Change Orders (list each)	No.1	\$ 1,362.50	
	No. 2		
	No. 3		
	No. 4		
	No. 5		
	No. 6		
	No. 7		
TOTAL ALL CHANGE ORDERS		\$ 1,362.50	\$ -
Revised Contract Price		\$ 237,326.50	\$ 236,446.50
Materials Stored			
Value of Completed Work and Materials Stored			\$ 236,446.50
Less Retainage 5%			\$ 11,822.33
Net Amount Due This Estimate			\$ 224,624.18
Less Estimate(s) Previously Approved	No.1	\$ 81,372.73	
	No.2	\$ 47,834.54	
	No. 3	\$ 44,071.21	
	No. 4	\$ 27,217.12	
	No. 5	\$ 16,678.20	
	No. 6	\$ 2,548.38	
Less Total Pay Estimates Previously Approved			\$ 219,722.18
Amount Due This Estimate			\$ 4,902.00

The amount \$ 4,902.00 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 VP	Signature H. R. Veenstra Jr. Project Manager	Signature
Title 5/6/20	Title May 6, 2020	Title
Date	Date	Date



VEENSTRA & KIMM, INC.

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

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

May 1, 2020

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

DALLAS CENTER, IOWA
SHALLOW WELL NO. 11
PRELIMINARY TEST HOLE RESULTS

Northway Well has completed the test hole for Well No. 11. The test hole is drilled prior to the start of construction of the actual well in order to collect samples of the sand and gravel formation. The samples are used to size the openings in the well screen.

Although the writer does not have the detailed results of the test well, Gale McIntosh of Northway Well indicates they encountered very good sand and gravel formation at a depth of 38 to 57 feet.

It is unclear from the information provided by Northway Well whether the depth is from the ground surface or the future well elevation. In either case, the thickness of this sand and gravel formation appears to be greater than the sand and gravel formation reported for the nearby abandoned Well No. 4. The bottom of the formation appears to be slightly deeper than the formation at Well No. 4.

The most productive wells for the City are located along a buried channel with a thicker sand and gravel formation with the sand and gravel formation extending to farther below the ground surface. The goal in selecting the site for Well No. 11 was to target this buried channel formation. The test hole results appear to confirm the site for Well No. 11 is favorable.

Cindy Riesselman
May 1, 2020
Page 2

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

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVJr:dml
212174

cc: Ralph Brown, Brown, Fagen, & Rouse



VEENSTRA & KIMM, INC.

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

515-225-8000 • 515-225-7048 (FAX) • 800-241-8000 (WATS)

May 4, 2020

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

DALLAS CENTER, IOWA
HATTON AVENUE STORM SEWER EXTENSION
PARTIAL PAYMENT ESTIMATE NO. 2

Enclosed is a copy of Partial Payment Estimate No. 2 for the Hatton Avenue Storm Sewer Extension project. Partial Payment Estimate No. 2 covers work through the month of April 2020.

Partial Payment Estimate No. 2 is in the amount of \$69,733.77. Veenstra & Kimm, Inc. has reviewed Partial Payment Estimate No. 2 and would recommend approval of the estimate in the amount of \$69,733.77.

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.

A handwritten signature in black ink, appearing to read 'H. R. Veenstra Jr.', is written over the printed name.

H. R. Veenstra Jr.

HRVjr:kld

212175

Enclosure

cc: Ralph Brown, Brown, Fagen, & Rouse – 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: May 1, 2020

PAY ESTIMATE NO. 2

Project Title	Hatton Avenue Storm Sewer Extension Dallas Center, Iowa		Contractor	Vanderpool Construction, Inc. 1100 N. 14th Street Indianola, Iowa 50125
Original Contract Amount & Date	\$217,889.00	December 10, 2019	Pay Period	April 7, 2020 - 5/1/2020

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed
1	Storm Sewer - 18"	LF	299	\$ 99.00	\$ 29,601.00	299	\$ 29,601.00
2	Storm Sewer - 18" DI or C900 P	LF	40	\$ 115.00	\$ 4,600.00	40	\$ 4,600.00
3	Storm Sewer - 15"	LF	75	\$ 94.00	\$ 7,050.00	75	\$ 7,050.00
4	Storm Sewer Manhole	EA	4	\$ 5,200.00	\$ 20,800.00	4	\$ 20,800.00
5	Intake - Type SW-501	EA	2	\$ 3,500.00	\$ 7,000.00	2	\$ 7,000.00
6	Intake - Type SW-511	EA	3	\$ 3,600.00	\$ 10,800.00	2	\$ 7,200.00
7	Water Main Relocation	LS	1	\$ 5,700.00	\$ 5,700.00	1	\$ 5,700.00
8	Subgrade Preparation	SY	1250	\$ 6.50	\$ 8,125.00	1,250	\$ 8,125.00
9	Wide	LF	590	\$ 46.00	\$ 27,140.00	623	\$ 28,658.00
10	HMA Pavement - 7" Thick	SY	1100	\$ 58.00	\$ 63,800.00		\$ -
11	PCC Sidewalk	SY	75	\$ 83.00	\$ 6,225.00	105.3	\$ 8,739.90
12	Detectable Warning Pads	SF	36	\$ 53.00	\$ 1,908.00	48	\$ 2,544.00
13	Erosion Control	LS	1	\$ 8,000.00	\$ 8,000.00		\$ -
14	Traffic Control	LS	1	\$ 16,000.00	\$ 16,000.00	1	\$ 16,000.00
15	Granular Surfacing	TON	20	\$ 57.00	\$ 1,140.00		\$ -
	TOTAL CONTRACT				\$ 217,889.00		\$ 146,017.90

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$217,889.00	\$ 146,017.90
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 217,889.00	\$ 146,017.90
Materials Stored		\$ -	\$ -
Value of Completed Work and Materials Stored		\$ -	\$ 146,017.90
Less Retained Percentage (5%)		\$ -	\$ 7,300.90
Net Amount Due This Estimate		\$ -	\$ 138,717.00
Less Estimate(s) Previously Approved	No.1	\$ 68,983.30	
	No.2		
	No.3		
	No.4		
	No.5		
	No.6		
	No.7		
	No.8		
	No.9		
	No.10		
	No.11		
	No.12		
Less Total Pay Estimates Previously Approved		\$ -	\$ 68,983.30
			\$ 69,733.70
		Amount Due This Estimate	\$ 69,733.70

The amount \$ 69,733.70 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
Vanderpool Construction, Inc.	Veenstra & Kimm, Inc.	City of Dallas Center
Signature: <i>James D. Schellers</i>	Signature: <i>W.R. Opevstue R</i>	Signature:
Name: James D. Schellers	Name: W.R. Opevstue R	Name:
Title: Project Coordinator	Title: Project Manager	Title:
Date: 5-1-20	Date: May 9, 2020	Date:

TAX EXEMPTION CERTIFICATE

of

CITY OF DALLAS CENTER, COUNTY OF DALLAS, STATE OF IOWA, ISSUER

\$1,140,000 General Obligation Capital Loan Notes, Series 2020

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

TAX EXEMPTION CERTIFICATE

THE CITY OF DALLAS CENTER, IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on June 5, 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 \$1,140,000 General Obligation Capital Loan Notes, 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.

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 \$1,140,000 aggregate principal amount of General Obligation Capital Loan Notes 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 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 \$1,140,000.

"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 \$57,000.

"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 , aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including 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 May 12, 2020, 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.

"SLGS" means demand deposit Treasury securities of the State and Local Government Series.

"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 Purchasers 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 Bond Yield, review of the Verification Certificate, and (6) 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 by 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 is 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 includible 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 and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) 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 50% or more of the Proceeds will not 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 and pre-issuance accrued interest received at Closing are expected to be deposited and expended as follows:

- (a) \$12,275 representing the Initiation Fee and the costs of issuing the Bonds 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) \$1,127,725 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 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including all or part of the Municipal Sewer System .

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

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 aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including all or part of the Municipal Sewer System. 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 Municipal Sewer System, and there are no other lease, management contract or other similar arrangements with respect to the Sewer System. Contributing industries using the Sewer System 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.

Private Loan Financing Test

No amount of Proceeds of the Bonds is 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 1.7500 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 exemptions from the arbitrage rebate rules set forth in the Treasury 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 Exemption

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.

- Eighteen-Month Exemption

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 6.0%. 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. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP 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(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

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 any 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 \$1,140,000 General Obligation Capital Loan Note, Series 2020, 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>
\$1,140,000	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 _____, 2020.

IOWA FINANCE AUTHORITY

By: _____
Its: Executive Director

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION NO. 2020-38

RESOLUTION AMENDING THE "RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,140,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020, AND LEVYING A TAX FOR THE PAYMENT THEREOF", PASSED AND APPROVED ON MARCH 10, 2020, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, 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 \$1,140,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020, AND PROVIDING FOR A METHOD OF PAYMENT THEREOF

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including all or part of the Municipal Sewer System, and it is deemed necessary and advisable that a form of Loan Agreement be approved and authorized and General Obligation Capital Loan Notes, Series 2020, in the amount of \$1,140,000 be issued for said purpose; and

WHEREAS, pursuant to notice published as required by Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa, as amended, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of the Notes; and

WHEREAS, on March 10, 2020, the City Council of said City did adopt a certain Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,140,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, due to certain changes in the overall financing plans of the City, it is necessary to make numerous changes to the Resolution adopted on March 10, 2020; and, therefore, said Council has adopted a new Resolution to be substituted in its entirety for the Resolution previously adopted on March 10, 2020.

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

- ◆ "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between and among the City and the Original Purchaser, relating to the Loan made to the City under the Program;
- ◆ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan by the Original Purchaser;
- ◆ "Department" shall mean the Iowa Department of Natural Resources;
- ◆ "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;
- ◆ "Notes" shall mean \$1,140,000 General Obligation 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;
- ◆ "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.
- ◆ "Program" shall mean the Iowa Water Pollution Control Works Financing Program undertaken jointly by the Original Purchaser and the Department;
- ◆ "Project" shall mean the aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including all or part of the Municipal Sewer 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;
- ◆ "Registrar" 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 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.
- ◆ "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the City Clerk/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.

Section 2. Loan Agreement. The form of Loan and Disbursement Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Levy and Certification of Annual Tax; Other Funds to be Used.

(a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Dallas Center, Iowa, to-wit:

<u>AMOUNT</u>	<u>FISCAL YEAR (JULY 1 TO JUNE 30)</u> <u>YEAR OF COLLECTION</u>
\$61,697*	2020/2021
\$61,757**	2021/2022
\$69,900	2022/2023
\$69,920	2023/2024
\$69,920	2024/2025
\$69,900	2025/2026
\$69,860	2026/2027
\$69,800	2027/2028
\$69,720	2028/2029
\$69,620	2029/2030
\$69,500	2030/2031
\$69,360	2031/2032
\$69,200	2032/2033
\$70,020	2033/2034
\$69,800	2034/2035
\$69,560	2035/2036
\$69,300	2036/2037
\$70,020	2037/2038
\$69,700	2038/2039
\$69,360	2039/2040

* A levy has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest of the Note coming due in fiscal year 2020/2021.

**excess 2020/2021 levy of \$8,103 has been deducted from 2021/2022 levy.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2020, will be collected during the fiscal year commencing July 1, 2021).

(b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the County Auditor of Dallas County Iowa, and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 3 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever, which action requires a modification and change of the levies originally made in accordance with the Note Resolution certified to and filed in the Dallas County Auditor's office on March 13, 2020.

(c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 4. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND 2020 NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from railway, express, telephone and telegraph companies and other taxes assessed by the Iowa State Department of Revenue.

Section 5. Application of Note Proceeds. Proceeds of the Notes other than accrued interest except as may be provided below shall be credited to the Project Fund and expended only for the purposes of the Project. 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 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 or this Resolution. Accrued interest, if any, shall be deposited in the Note Fund.

Section 6. Investments of Note Fund Proceeds. All moneys held in the Note Fund and the Project Fund, shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2019 (formerly Chapter 452, Code of Iowa, as amended) or deposited in financial institutions which

are members of the Federal Deposit Insurance Corporation and the deposits in 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 Chapter 12C of the Code of Iowa, 2019, as amended or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 7. Note Details, Execution and Redemption.

(a) Note Details. General Obligation Capital Loan Notes, Series 2020, of the City in the total amount of \$1,140,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa, as amended, for the aforesaid purpose. The Notes shall be designated "GENERAL OBLIGATION 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 December 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 Iowa Water Pollution Control Works Financing Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing 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 \$1,140,000 and numbered GO-1.

Section 8. 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 9. 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 10. 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 City Clerk/Treasurer is hereby appointed as Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. 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, wire, or electronic transfer of funds 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.

(g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 11. 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 12. 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 13. Execution, Authentication and Delivery of the Notes. The Mayor and 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 14. 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.

[remainder of the page intentionally left blank]

Section 15. 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"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2020"

Item 2, figure 1 = Rate: 1.75%
Item 3, figure 1 = Final Maturity: June 1, 2040
Item 4, figure 1 = Note Date: June 5, 2020
Item 5, figure 1 = Cusip No.: N/A
Item 6, figure 1 = "Registered"
Item 7, figure 1 = Certificate No. GO-1
Item 8, figure 1 = Principal Amount: \$1,140,000

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, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

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 December 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 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 384.24(3)(q), 384.24A, 384.25 and 403.12 of the City Code of Iowa, as amended, for the purpose of paying costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including all or part of the Municipal Sewer System, and in order to evidence the obligations of the Issuer under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of the Issuer 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 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 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 Original Purchaser 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, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, 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.

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; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest, and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

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 of the City of Dallas Center, Iowa, all as of the _____ day of _____, 2020

- 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, IOWA

By: (manual or facsimile signature) _____
 Mayor

ATTEST:

By: (manual or facsimile signature) _____
 City Clerk

- Item 16, 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 Note(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)

ADDITIONAL ABBREVIATIONS MAY BE ALSO
USED THOUGH NOT IN THE ABOVE LIST

Section 16. Contract Between Issuer and Purchaser. This Resolution shall constitute a contract between said City and the purchaser of the Notes.

Section 17. Non-Arbitrage Covenants. 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 the 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 City Clerk/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.

Section 18. 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 19. 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 20. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby.

PASSED AND APPROVED this 12th day of May, 2020.

Mayor

ATTEST:

City Clerk

LOAN AND DISBURSEMENT AGREEMENT
\$1,140,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of June 5, 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 the Code of Iowa, 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) "General Obligation" shall mean the general obligation bond or capital loan note issued by the Participant to evidence its obligations under this Agreement.

(d) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to its Wastewater Treatment System including the aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including all or part of the Municipal Sewer System, as described in the Resolution.

(e) "Regulations" shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 44 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.

(f) "Resolution" shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the General Obligation, attached hereto as Exhibit B, adopted on May 12, 2020, approving and authorizing the execution of this Agreement and the issuance of the General Obligation.

(g) "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 General Obligation. The Issuer agrees to purchase the General Obligation 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 \$1,140,000 (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 General Obligation. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by a duly authorized and issued General Obligation of the Participant 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, which Resolution is attached hereto as Exhibit B. The General Obligation shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The General Obligation shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, levy of debt service taxes and tax-exempt status of interest on the General Obligation. The parties agree that a payment of principal of or interest on the General Obligation 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 General Obligation. 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 General Obligation 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 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 General Obligation.

The General Obligation shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date with the prior written consent of 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 General Obligation 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 General Obligation). The General Obligation 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 General Obligation shall be automatically reduced to equal the principal amount of the adjusted Loan.

In the Resolution, provisions shall be made for the levy of a sufficient continuing annual tax on all the taxable property within the corporate boundaries of the Participant for the payment of the principal of and interest on the General Obligation as the same will respectively become due, and by its execution of this Agreement and the issuance of the General Obligation to the Issuer pursuant to the Resolution, the Participant hereby irrevocably pledges the faith, credit, revenues and resources and all the real and personal property of the Participant for the full and prompt payment of the principal of and interest on the General Obligation.

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 (but not to exceed \$100,000.00) (\$5,700), 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 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.

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 General Obligation 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) unless the Participant has received a waiver and consent from the Issuer, it shall not 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 General Obligation 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, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies 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 General Obligation), the payment of which are secured by the levy of debt services taxes.

(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 General Obligation 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 General Obligation 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 General Obligation 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.

Section 18. Application of Uniform Electronic Transactions Act. The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

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:

[Loan Agreement/Dallas Center - \$1,140,000 General Obligation Capital Loan Notes, Series 2020]

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

Estimated Amortization Schedule
City of Dallas Center
General Obligation Bond
CS-1920905-G1



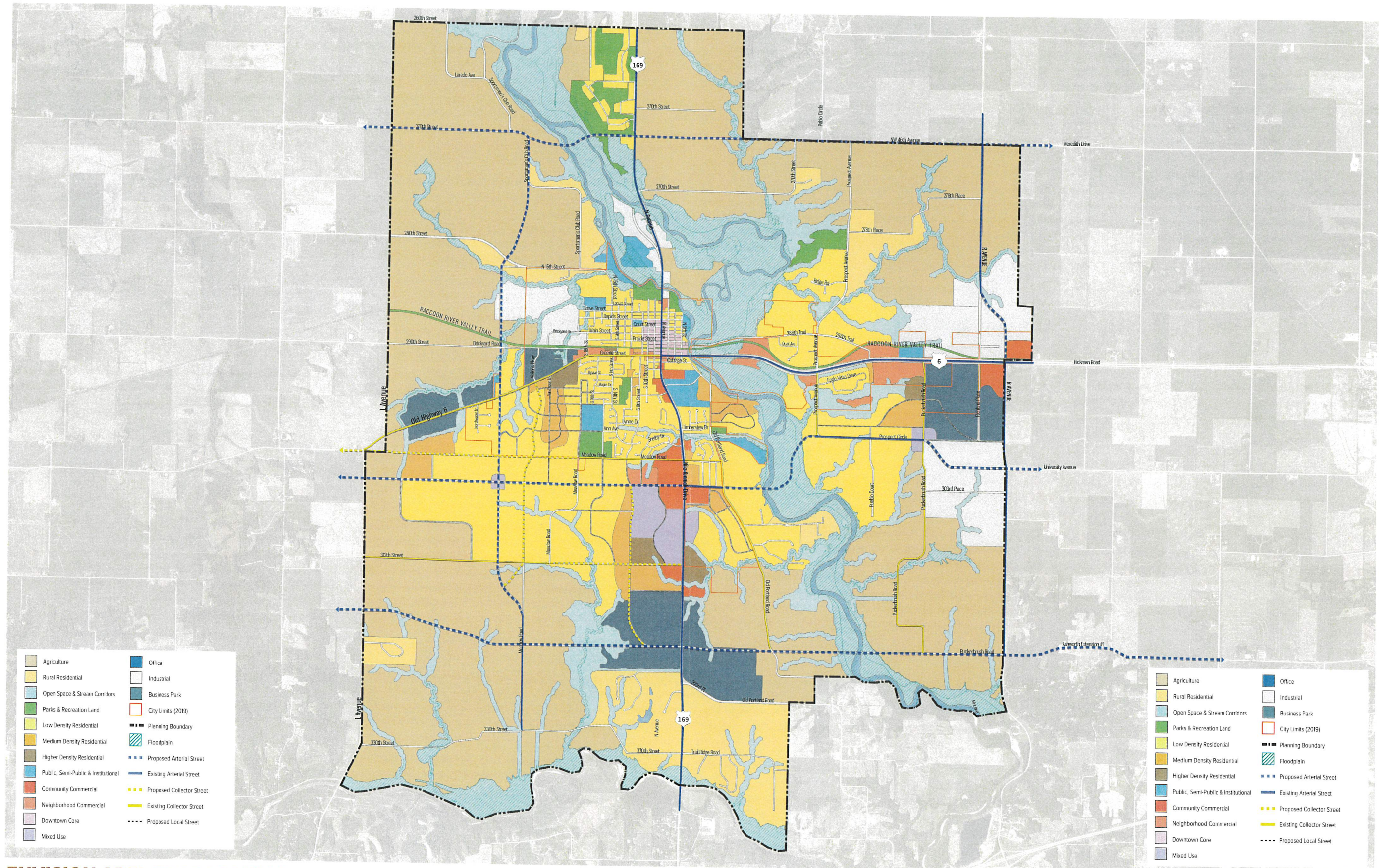
Loan summary	
Loan Closing Date	Jun 5, 2020
Final Disbursement Date	Mar 12, 2021
Final Maturity Date	Jun 1, 2040
Loan Period in Years	20
Total Loaned Amount	\$ 1,140,000.00
0.5% Initiation Fee	5,700.00
Net Proceeds to Borrower	\$ 1,134,300.00
Annual Interest Rate	1.75%
Total Interest	\$ 215,264.32
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 30,752.05
Total Loan Costs	\$ 251,716.37

Estimated Draw Schedule		
Initiation Fee -	Jun 5, 2020	5,700.00
P & D Payoff -	Jun 5, 2020	-
Estimated Draw #1-	Jun 5, 2020	112,930.00
Estimated Draw #2-	Jul 3, 2020	112,930.00
Estimated Draw #3-	Jul 31, 2020	112,930.00
Estimated Draw #4-	Aug 28, 2020	112,930.00
Estimated Draw #5-	Sep 25, 2020	112,930.00
Estimated Draw #6-	Oct 23, 2020	112,930.00
Estimated Draw #7-	Nov 20, 2020	112,930.00
Estimated Draw #8-	Dec 18, 2020	112,930.00
Estimated Draw #9-	Jan 15, 2021	112,930.00
Estimated Draw #10-	Feb 12, 2021	112,930.00
Held for Final Docs -	Mar 12, 2021	5,000.00
Total Loaned Amount		1,140,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2020	683,280.00		3,573.12	510.45	4,083.57		683,280.00
Jun 1, 2021	1,140,000.00	47,000.00	9,286.20	1,326.60	57,612.80	61,696.37	1,093,000.00
Dec 1, 2021	1,093,000.00		9,563.75	1,366.25	10,930.00		1,093,000.00
Jun 1, 2022	1,093,000.00	48,000.00	9,563.75	1,366.25	58,930.00	69,860.00	1,045,000.00
Dec 1, 2022	1,045,000.00		9,143.75	1,306.25	10,450.00		1,045,000.00
Jun 1, 2023	1,045,000.00	49,000.00	9,143.75	1,306.25	59,450.00	69,900.00	996,000.00
Dec 1, 2023	996,000.00		8,715.00	1,245.00	9,960.00		996,000.00
Jun 1, 2024	996,000.00	50,000.00	8,715.00	1,245.00	59,960.00	69,920.00	946,000.00
Dec 1, 2024	946,000.00		8,277.50	1,182.50	9,460.00		946,000.00
Jun 1, 2025	946,000.00	51,000.00	8,277.50	1,182.50	60,460.00	69,920.00	895,000.00
Dec 1, 2025	895,000.00		7,831.25	1,118.75	8,950.00		895,000.00
Jun 1, 2026	895,000.00	52,000.00	7,831.25	1,118.75	60,950.00	69,900.00	843,000.00
Dec 1, 2026	843,000.00		7,376.25	1,053.75	8,430.00		843,000.00
Jun 1, 2027	843,000.00	53,000.00	7,376.25	1,053.75	61,430.00	69,860.00	790,000.00
Dec 1, 2027	790,000.00		6,912.50	987.50	7,900.00		790,000.00
Jun 1, 2028	790,000.00	54,000.00	6,912.50	987.50	61,900.00	69,800.00	736,000.00
Dec 1, 2028	736,000.00		6,440.00	920.00	7,360.00		736,000.00
Jun 1, 2029	736,000.00	55,000.00	6,440.00	920.00	62,360.00	69,720.00	681,000.00
Dec 1, 2029	681,000.00		5,958.75	851.25	6,810.00		681,000.00
Jun 1, 2030	681,000.00	56,000.00	5,958.75	851.25	62,810.00	69,620.00	625,000.00
Dec 1, 2030	625,000.00		5,468.75	781.25	6,250.00		625,000.00
Jun 1, 2031	625,000.00	57,000.00	5,468.75	781.25	63,250.00	69,500.00	568,000.00
Dec 1, 2031	568,000.00		4,970.00	710.00	5,680.00		568,000.00
Jun 1, 2032	568,000.00	58,000.00	4,970.00	710.00	63,680.00	69,360.00	510,000.00
Dec 1, 2032	510,000.00		4,462.50	637.50	5,100.00		510,000.00
Jun 1, 2033	510,000.00	59,000.00	4,462.50	637.50	64,100.00	69,200.00	451,000.00
Dec 1, 2033	451,000.00		3,946.25	563.75	4,510.00		451,000.00
Jun 1, 2034	451,000.00	61,000.00	3,946.25	563.75	65,510.00	70,020.00	390,000.00
Dec 1, 2034	390,000.00		3,412.50	487.50	3,900.00		390,000.00
Jun 1, 2035	390,000.00	62,000.00	3,412.50	487.50	65,900.00	69,800.00	328,000.00
Dec 1, 2035	328,000.00		2,870.00	410.00	3,280.00		328,000.00
Jun 1, 2036	328,000.00	63,000.00	2,870.00	410.00	66,280.00	69,560.00	265,000.00
Dec 1, 2036	265,000.00		2,318.75	331.25	2,650.00		265,000.00
Jun 1, 2037	265,000.00	64,000.00	2,318.75	331.25	66,650.00	69,300.00	201,000.00
Dec 1, 2037	201,000.00		1,758.75	251.25	2,010.00		201,000.00
Jun 1, 2038	201,000.00	66,000.00	1,758.75	251.25	68,010.00	70,020.00	135,000.00
Dec 1, 2038	135,000.00		1,181.25	168.75	1,350.00		135,000.00
Jun 1, 2039	135,000.00	67,000.00	1,181.25	168.75	68,350.00	69,700.00	68,000.00
Dec 1, 2039	68,000.00		595.00	85.00	680.00		68,000.00
Jun 1, 2040	68,000.00	68,000.00	595.00	85.00	68,680.00	69,360.00	0.00

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT



ENVISION ADEL 2040 / COMPREHENSIVE PLAN

DRAFT MARCH 2020

Future Land Use Plan

CONFLUENCE

