

Agenda -Notice of Meeting  
Polk City | City Council  
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August 9, 2021 | 6:00 pm

City Hall-Council Chambers | Electronic Meeting

**Public Meeting participation via phone: Call in local 515-329-8019 Participant Code 593054**

**Public members can also provide comments directly to [support@polkcityia.gov](mailto:support@polkcityia.gov)**

*\*any comments received before the time of the meeting will be made a part of the public hearing*

**Broadcast live and playback will be available at <https://www.youtube.com/c/polkcityiagovchannel>**

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Jason Morse | Mayor

Mandy Vogel | Pro Tem

City Council Members: Jeff Walters | Dave Dvorak | Ron Anderson | Rob Sarchet

**1. Call to Order**

**2. Roll Call**

**3. Approval of Agenda**

- 4. Public Comments:** *This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 5pm on the date of the meeting by email at [jgibbons@polkcityia.gov](mailto:jgibbons@polkcityia.gov) with your name and address for the record including the phone number you will be calling in with. The Mayor will recognize you for five minutes of comment during which time your line will be unmuted.*

**5. Consent Items**

- a. City Council Meeting Minutes for July 26, 2021
- b. City Council Work Session Meeting Minutes for July 26, 2021
- c. Receive and file Parks Commission Meeting Minutes for August 2, 2021
- d. Claims listing August 9, 2021
- e. Set dates for Urban Deer Hunting from September 18, 2021 through January 30, 2022
- f. Resolution 2021-76 authorizing and approving a certain Loan Agreement, providing for the issuance of \$2,930,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2021 and providing for the levy of taxes to pay the same
- g. Resolution 2021-77 approving a five (5) year agreement with the Iowa DOT for Maintenance and Repair of Primary Roads in Municipalities
- h. Taylor Sauers pay rate adjustment for Paramedic certification, part-time rate of \$18.67 per hour and POC rate \$16.32 per hour effective July 27, 2021
- i. Receive and file the Library Board Meeting Minutes for June 7, 2021
- j. Receive and file the Library Stats Report for June & July 2021
- k. Receive and file the Library 2021 Summer Reading Stats Report
- l. Receive and file July 2021 Parks & Recreation Department Report
- m. Receive and file the 2021 Q2 Parks & Recreation Program Summary
- n. Resolution 2021-78 approving a Development Agreement with DYOWA LLC for additional City Right-of-Way
- o. Resolution 2021-79 giving authorization to apply for the Resource Enhancement and Protection (REAP) for City Parks and Open Spaces in the amount of \$100,000
- p. Resolution 2021-80 to prioritize funding from the American Rescue Plan

**6. Business Items**

- a. Authorize the purchase of a street sweeper not to exceed \$130,759

- b. First Reading of Ordinance 2021-1900 amending Chapter 69 parking regulations
- c. Snyder & Associates, Inc. Engineering Services invoice for May 2021 Services in the amount of \$60,590.20

**7. Reports & Particulars**

Recognize Officer Matt Untrauer

Mayor, Council, City Manager, Staff, Boards, and/or Commissions

**8. Adjournment**

*--next meeting date August 23, 2021*

**MEETING MINUTES**  
**The City of Polk City**  
**City Council Meeting**  
**6:00 p.m., July 26, 2021**  
**City Hall – Council Chambers**

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., on July 26, 2021. The Agenda was posted at the City Hall office as required by law.

**These tentative minutes reflect all action taken at the meeting.**

1. **Call to Order** | Mayor Morse called the meeting to order at 6:00 p.m.
2. **Roll Call** | Walters, Vogel, Anderson, Sarchet | In attendance  
Dvorak | Absent
3. **MOTION:** A motion was made by Vogel and seconded by Sarchet to approve the agenda  
**MOTION CARRIED UNANIMOUSLY**
4. **Swear in Ceremony** | Police Chief Siepker swore in Police Officer Jeremy Burdess
5. **Public Hearings:**
  - a. Mayor Morse opened the Public Hearing at 6:02 p.m. on a proposal to use low to moderate funds for First Choice Renovations. City Clerk, Jenny Coffin, said no comments had been received for or against the proposal. City Manager Huisman provided an overview of the program along with City Attorney, Amy Beattie  
**MOTION:** A motion was made by Walters and seconded by Vogel to close the public hearing at 6:04 p.m.  
**MOTION CARRIED UNANIMOUSLY**
    - i. **MOTION:** A motion was made by Walters and seconded by Vogel to approve Resolution 2021-72 approving use of low to moderate income funds for First Choice Renovations Development Project  
**MOTION CARRIED UNANIMOUSLY**
    - ii. **MOTION:** A motion was made by Vogel and seconded by Walters to authorize acceptance of applications  
**MOTION CARRIED UNANIMOUSLY**
6. **Public Comments** | None
7. **Consent Items**
  - a. City Council Meeting Minutes for July 12, 2021
  - b. Receive and file P&Z Commission Meeting Minutes for July 19, 2021
  - c. Claims listing July 26, 2021
  - d. June 2021 Finance Report
  - e. Receive and File June 2021 Water Department Report
  - f. Receive and File June 2021 Police Department Report
  - g. Contract with Lewis Lawn & Labor
  - h. Approve Facility Needs Assessment
  - i. Resolution 2021-74 approving the replacement of Aureon with Etech as IT systems managed service provider effective August 1, 2021
  - j. Receive and File June 2021 Fire Department Report
  - k. Set pay for Ciara Davis, Firefighter/EMT at a part-time rate of \$13.04 per hour and POC rate of \$11.97 per hour effective upon successful completion of physical examination and background check  
**MOTION:** A motion was made by Vogel and seconded by Walters to approve the consent agenda items. **MOTION CARRIED UNANIMOUSLY**
8. **Business Items**
  - a. Matt Stoffel from PFM reviewed the bids received including the low bidder. He discussed with Council the use of the funds and the good interest rate locked in. Stoffel recommended Council award low bidder, Baird out of Milwaukee.  
**MOTION:** A motion was made by Sarchet and seconded by Vogel to approve Resolution 2021-73 awarding sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2021 and Authorizing Redemption of General Obligation Capital Loan Notes, Series 2014  
**MOTION CARRIED UNANIMOUSLY**

- b. **MOTION:** A motion was made by Sarchet and seconded by Anderson to approve Resolution 2021-75 approving Pay Application No. 4 (Final Retainage Release) for 2021 Street Repairs Project in the amount of \$6,671.29

**MOTION CARRIED UNANIMOUSLY**

9. **Reports & Particulars** | Mayor, Council, City Manager, Staff, Boards, and/or Commissions

- Mayor Morse thanked Council Member Vogel for covering his duties at the previous meeting and said he heard positive comments that she had done a good job.
- Police Chief Siepker said a watering station has been set up in front of the Police Department for the duration of the excessive heat warnings.
- City Clerk Coffin said the Parks & Recreation Director Thraen has the Community Room open 8a-5p as a Cooling Station for the duration of the excessive heat warnings.
- Go Polk City Chamber Administrator DeVos thanked the Go Polk City Board for the quick planning of the Minifest in just 95-days. She thanked all of City Staff for their contributions and appreciated those that volunteered.
- City Council Member Vogel thanked everyone involved with the Minifest. She also commended Staff for the many great things going on including the Facility Needs Assessment, the partnership with PFM, finding opportunities to spend down the LMI Funds. She thanked everyone for all they do, and thanked Kyle with First Choice Renovations for all the revitalization efforts he has been making throughout Polk City.

10. **Adjournment**

**MOTION:** A motion was made by Anderson and seconded by Vogel to adjourn at 6:28 p.m.

**MOTION CARRIED UNANIMOUSLY**

*Next Meeting Date –August 9, 2021*

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Jason Morse, Mayor

Attest

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Jenny Coffin, City Clerk

**MEETING MINUTES**  
**The City of Polk City**  
**Work Session**  
**5:00 p.m., Monday, July 26, 2021**  
**City Hall – Council Chambers**

A Council Work Session was held on July 26, 2021 at 5:00 p.m. in the City Hall Council Chambers in Polk City, Iowa with public participation via phone.

<b><u>Mayor and City Council Members Present:</u></b> Jason Morse   Mayor Mandy Vogel   Pro Tem Jeff Walters   City Council Member Ron Anderson   City Council Member Robert Sarchet   City Council Member – via phone  <b><u>City Council Members Absent:</u></b> Dave Dvorak   City Council Member	<b><u>Staff Members Present:</u></b> Chelsea Huisman   City Manager Jenny Gibbons   City Clerk/Treasurer Mike Schulte   Public Works Director Jeremy Siepker   Police Chief Jamie Noack   Library Director Jim Mitchell   Fire Chief
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**Minutes**

City Manager Huisman reviewed the funding from American Rescue Plan and discussed with the Council possible expenditures. Next steps will include a Resolution on an upcoming agenda for Council to approve funding allocations.

**Adjournment** – Meeting adjourned at 5:48 p.m.

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Jason Morse, Mayor

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Jenny Coffin, City Clerk

**MEETING MINUTES**  
**The City of Polk City**  
**Parks Commission**  
**6:00 p.m., Monday, August 2, 2021**  
**City Hall**

The Polk City Parks Commission held a meeting at 6:00 pm, on August 2, 2021. The agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

1. **Call to Order** /*The meeting was called to order at 6:00 p.m.*
2. **Roll Call** | Bentley, Haaland, Converse, Karsjen, Reed, Otis | In attendance. Delaney arrived at 6:05pm.
3. ***MOTION:*** A motion was made by Bentley and seconded by Otis to approve the June 7, 2021 meeting minutes. Karsjen requested acronym “LOST” be replaced with Local Option Sales Tax for clarity.  
***MOTION CARRIED UNANIMOUSLY***
4. **Audience Items** | None
5. Parks & Recreation Director Thraen reviewed 2021 Q2 cost recovery report with the commission. This report is split into three sections: youth, adult, and senior programs. Youth programming had an overall cost recovery of 91%. Thraen expressed he was happy with that number as it falls within the expected 70-100% cost recovery of youth programs per Green Play, LLC. On a more granular level, Thraen explained how cost recovery within youth programs differ slightly when focusing on individual versus community benefit. Adult programs experienced a 99.89% cost recovery for Q2. Goal is at least 100%. Thraen expressed confidence in routinely achieving 100% in the future as awareness of adult programs grows. Adult yoga has struggled in the summer months, so program will be relaunched in the fall with a new location. Thraen thanked the legion for hosting the adult summer bags league. Participants really enjoyed the set-up. No senior programs took place in Q2, so no report was given. Reed asked if expenses for summer fun camps varies due to number of participants. Thraen responded that that is the case with field trips to local areas of interest being scheduled for most days of camp. Converse asked if any expenses would go away in the future as initial investments in year 1. Thraen responded that equipment used during summer fun camps is also used for other programs throughout the year and is viewed as essential equipment for the Parks & Recreation department. It was not used when calculating cost recovery. Karsjen inquired about summer staffing levels and response. Thraen acknowledged staffing has gone well to date, but response to job openings was lower than he had expected. Dvorak expressed that this is a great start with what Polk City Parks & Recreation is growing into. Dvorak continued that new program opportunities will attract new participants that have not participated in the past.
6. Thraen commented on the Fall 2021 programming brochure. This will be smaller than a typical summer brochure and will focus on months September through December. Thraen inquired if any commission members have heard of community wants for fall programming. Delaney advised that lack of communication/marketing hurts. Less people of social media recently, no local newspaper, and only one signage board in town prevent greater program awareness. Reed mentioned that NPCSD are expanding their youth football programs this fall. Thraen mentioned he is trying to find the “sweet spots” of programming that aren’t offered in the community already. Start Smart programs are designed for youth ages 3-5. Start Smart soccer just finished and Start Smart football will be offered in September. Delaney shared that some one-time programs like cooking, sign language, art, and acting are offered in Ankeny. Delaney also shared a desire to see more social programming for seniors. Thraen shared that congregate meals for seniors has resumed in Polk City on Tuesdays and Thursdays.
7. Brigett DeVos with Go Polk City provided review of 2021 Four Seasons Mini-Fest. With COVID-19 uncertainties in early 2021, mini-fest was planned in just 95 days. Overall, DeVos was very pleased with how the event went. She mentioned several people, who had never attended a typical Four Seasons Festival, were impressed with the size and scope of the mini fest. Next, DeVos mentioned RVTV will be coming back to Polk City on Monday, September 6<sup>th</sup>.

Same concept will be in place as 2019 with WHO crew arriving to town around 12pm. There will be several live broadcasts from town square throughout the day, coupled with games and entertainment. The band Burning Sensations will conclude the day of festivities. DeVos and Thraen introduced some collaborative special events that will take place in 2021. Fall Fest will be Saturday, October 2<sup>nd</sup> from 3-7pm and will overlap with Fenders-Fest, which will have live music from 5-8pm. Delaney inquired about a seasonal farmers market being included in Fall Fest. DeVos replied that 12 vendors have already been invited to sell their goods at Fall Fest. Thraen mentioned that Parks & Recreation will conclude the evening with a movie in the park at 8pm. DeVos also mentioned that Light Up Polk City is scheduled for Friday, December 3<sup>rd</sup>. Details for that event are still being planned.

8. Thraen shared updates on the ongoing regional park master plan. Final concept has been presented to council with next steps being discussions regarding phasing and funding. Confluence will present phasing options to council at August 9<sup>th</sup> work session. Delaney asked if council agreed with final concept developed from the stakeholder process. Thraen replied that all feedback from council has been positive, and the variety of amenities was appreciated. Delaney asked for an update regarding the Friends of Polk City Parks 501c3. Thraen replied that the city attorney is nearly finished with all paperwork and Friends of Polk City Parks will be live very soon. Thraen mentioned that phase 1 of any parks project will be dirt work and utilities, a necessary expense for the success of the project. Dvorak iterated that promotion of park project will materialize once phasing and costs are better defined. Polk City Community Foundation shared some initial park concepts at mini fest as they are looking to fundraise toward the project. Karsjen asked what the next steps look like after the August 9<sup>th</sup> work session. Dvorak replied that once cost and phasing are set, budgeting discussions will follow.

9. **Reports & Particulars** | Council Liaison, City Manager, Staff, and Commission

- Parks and Rec Director Thraen gave a review of movies in the park and yoga in the park to date. Thraen was pleased with the attendance and exposure of each event. The next movie in the park will be August 20<sup>th</sup> and the next yoga in the park will be August 21<sup>st</sup>. There will be two additional movies in the park on September 24<sup>th</sup> and October 2<sup>nd</sup>. Thraen finished will update on Lost Lakes Park. 13 new trees are being planted as part of phase 2. Playground equipment is still being reviewed and will likely be installed in spring 2022.

10. **MOTION:** A motion was made by Karsjen and seconded by Converse to adjourn at 6:49 p.m.

**MOTION CARRIED UNANIMOUSLY**

*Next Meeting Date –September 7, 2021*

Attest: \_\_\_\_\_

Jason Thraen, Parks & Recreation Director

CLAIMS REPORT		
CITY OF POLK CITY	DATED	8/9/2021
VENDOR	REFERENCE	AMOUNT
ADOBE INC.	ADOBE ACROBAT PRO DC	\$ 21.78
AMANDA KAATS	YOGA IN THE PARK	\$ 50.00
AMAZON BUSINESS	SUMMER CAMP EQUIPMENT	\$ 348.76
Animal Rescue league of Iowa	ANIMAL CONTROL	\$ 125.00
ARDICK EQUIPMENT CO.	SIGNS	\$ 2,598.00
ARNOLD MOTOR SUPPLY	BULK OIL	\$ 1,920.79
AT&T MOBILITY	SIM CARDS X 8 MONTHS	\$ 2,891.43
AUREON TECHNOLOGY	MANAGED SERVICE	\$ 3,619.99
BAKER & TAYLOR	LIBRARY BOOKS	\$ 213.03
BANLEACO	COPIER LEASE/OVERAGE	\$ 140.10
BRANDY YOUNG	CHAIR YOGA	\$ 200.00
BUSINESS PUBLICATIONS CORP	PUBLICATIONS	\$ 552.30
CANINE TACTICAL	K9 TRAINING	\$ 150.00
CAPITAL CITY EQUIPMENT CO.	BOBCAT REPAIRS	\$ 3,154.81
CHR TIRE AND AUTO	TRUCK REPAIR	\$ 1,378.01
CITY LAUNDERING	FLOOR MAT SERVICE	\$ 72.08
CITY OF DES MOINES	WRA HOOK-UP	\$ 31,732.25
CLEANING CONNECTION INC	JANITORIAL - AUGUST 2021	\$ 1,626.48
CORE AND MAIN	METER COUPLINGS	\$ 3,244.94
CRYSTAL SCHROEDER	ALL-STAR SPORTS CAMP REFUND	\$ 60.00
DAN PETERSEN	UB DEPOSIT REFUND	\$ 91.87
DES MOINES AREA COMM.COLLEGE	CONTINUING ED - GUERDET	\$ 135.00
Des Moines Water Works	PURCHASED WATER	\$ 42,155.73
ESTATE OF ED BYRNES	UB DEPOSIT REFUND	\$ 12.38
Ferguson Waterworks	METERS	\$ 11,370.59
Fire Service Training Bureau	ANNUAL CONFERENCE	\$ 50.00
GALL'S INC.	CLASS A UNIFORM - BURDESS	\$ 234.74
HAWKINS INC	CHLORINE	\$ 767.90
I.A.M.U.	SGCIS JULY-SEPTEMBER 2021	\$ 2,256.24
IMAGE TREND	BILLING BRIDGE SOFTWARE	\$ 546.36
INTERSTATE ALL BATTERY CENTER	VEHICLE REPAIRS	\$ 331.50
IOWA STATE UNIVERSITY TREASURE	SRP - INSECT ZOO DISPLAY	\$ 400.30
IRON MOUNTAIN	SHREDDING SERVICE	\$ 91.33
KELTEK	FAAS/HAAS FOR MULTIPLE CARS	\$ 36,420.37
KIDS CREATE	HEDGEHOG ART CLASS	\$ 307.20
KIMBALL MIDWEST	STREET SIGN BOLTS	\$ 319.94
LAW ENFORCEMENT SYSYSTEMS, INC.	ABANDON VEHICLE TAGS	\$ 56.00
METRO WASTE AUTHORITY	CURB IT RECYLING - JULY 2021	\$ 14,148.09
MI-FIBER	CITY INTERNET	\$ 59.95
MICROMARKETING, LLC	BOOKS ON CD	\$ 101.48
MOWBILITY SALES & SERVICE	EQUIPMENT REPAIRS	\$ 200.98
NELSON AUTOMOTIVE	REPAIR PARTS	\$ 97.92
NICKI COVERY	UB DEPOSIT REFUND	\$ 23.45



O'Halloran International Inc	NEW BATTERY #E451	\$ 77.95
P & M APPAREL	SAFETY CLOTHING	\$ 712.00
POLK COUNTY TREASURER	OWI BLOOD DRAW - WARRANT	\$ 150.00
PORTABLE PRO, INC.	PORTABLE SERVICE	\$ 675.00
POSTMASTER	POST OFFICE BOX ANNUAL FEE 21	\$ 94.00
RACOM	EDACS ACCESS	\$ 671.16
RANGEMASTERS TRAINING CENTER	RANGEMASTERS	\$ 1,900.00
RENEE FIALA	UNICORN ART CLASS - 8/2021	\$ 20.00
RUAN, INCORPORATED	T10901-VEHICLE LEASE	\$ 1,588.04
Safe Building Comp. & Tech	BUILDING INSPECTIONS	\$ 9,704.54
SHANNON DALY	YOGA IN THE PARK	\$ 50.00
SIRCHIE	INVESTIGATIONS -IMPRESSION KIT	\$ 47.50
Star Equipment Ltd	EXTENSION CORD	\$ 82.00
STATE LIBRARY OF IOWA	CATALOGING - MARC RECORDS	\$ 82.60
STEW HANSEN	DURANGO A/C CONDENSER	\$ 1,985.11
TAWNA KERR	TENNIS SESSION #4 REFUND	\$ 108.00
TEE'S	TRAINING POLOS	\$ 360.00
TOTAL QUALITY INC.	LAWNCARE	\$ 12,667.00
VERIZON WIRELESS	LIFEPAK DATA CARDS	\$ 17.04
Walsh Door & Hardware Co	CAMERA REPAIRS	\$ 1,404.00
YOUNG CO BUILDER, LLC	PERMIT PAYMENT OVERAGE	\$ 300.00
Accounts Payable Total		\$ 196,975.01
GENERAL		\$ 77,740.89
ROAD USE		\$ 8,799.47
CAPITAL IMPROVEMENTS		\$ -
WATER		\$ 60,529.51
SEWER		\$ 35,757.05
SOLID WASTE/RECYCLING		\$ 14,148.09
TOTAL FUNDS		\$ 196,975.01



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** July 22nd, 2021  
**To:** Mayor & City Council  
**From:** Chief Jeremy Siepker  
**Subject:** Urban Deer Hunting Season

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**BACKGROUND:** In accordance with Ordinance No. 2019-1300, which regulates urban deer hunting within the city limits of Polk City, the City Council is tasked with setting the dates of the annual urban deer hunting season and the boundaries of the areas where urban deer hunting is permitted within the city limits of Polk City. The dates and boundaries may be more restrictive than what is set by the Iowa DNR. I recommend that the City of Polk City adopts the entire urban deer hunting season and uses the zoning map which is currently available on the city website to set the boundaries.

The Polk County 2021 Urban Deer Hunting Season will run from September 18, 2021- January 30, 2022.

Bow hunting for antlerless deer may be permitted within those dates and within the corporate limits of the City of Polk City.

Hunting is prohibited within 200 feet of a home or building not owned by the hunter or where permission is not granted by the landowner to the hunter. Other prohibited areas include within 100 feet of a recreational trail, and all areas owned by the City of Polk City. Urban hunting within the boundaries of Big Creek State Park and any area marked as a wildlife refuge is not permitted and is strictly regulated by the Iowa DNR.

Hunters wishing to hunt any area within the city limits of Polk City that is zoned Agricultural may hunt the area without the requirements set within this ordinance but must comply with all Iowa DNR regulations.

**ALTERNATIVES:** Not approve the proposed dates.

#### **FINANCIAL CONSIDERATIONS:**

**RECOMMENDATION:** It is my recommendation that the City of Polk City adopts the proposed dates for Urban Deer Hunting to be from September 18, 2021- January 30, 2022.



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 9, 2021 City Council Meeting  
**To:** Mayor Jason Morse & City Council  
**From:** Chelsea Huisman, City Manager

**Subject:** Resolution authorizing and approving a certain loan agreement, providing for the issuance of \$2,930,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2021 and providing for the levy of taxes to pay the same

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**BACKGROUND:** On Monday, the City will finalize our loan agreement for the 2021 General Obligation Corporate Purpose and Refunding Bonds in the amount of \$2,930,000. In the Council packet are the following items: Minutes for the meeting, Resolution approving the loan agreement and authorizing the issuance of GO bonds, Series 2021, and an attestation certificate.

Issuance for new projects include intersection improvements at 3<sup>rd</sup> & E. Vista Lake Dr. (Roundabout-estimated project cost of \$1,503,000), New water well project (estimated project cost of \$701,000), and Bridge Road Water main project (estimated project cost of \$58,000). In addition, we are taking the opportunity to refund and refinance our outstanding general obligation bonds from 2014 in the amount of \$970,000. This will save the City approximately \$80,000 on interest by refunding. Lastly, we will have the normal issuance fees-Bond counsel, financial advisor, and bond rating for this issuance.

The total cost for all projects (including the refunding) is estimated at \$3,272,500. The City is going to spend a small amount of LMI funding on the two water projects, decreasing the amount we are borrowing for.

A few items of note as we finalize these proceedings, we are able to complete all of these projects with no increase to the city's debt service levy. With the exception of the roundabout project, the water projects and 2014 refunding payments will be made with water and sanitary sewer money. For the roundabout project we were also able to structure that accordingly with our cost-sharing between North Polk & Knapp Properties.

**ALTERNATIVES:** Do not approve the resolution authorizing and approving the loan agreement.

**FINANCIAL CONSIDERATIONS:** \$2,930,000 plus interest

**RECOMMENDATION:** It is my recommendation that the Council approve the authorization for the loan agreement for the General Obligation Corporate Purpose and Refunding Bonds, Series 2021.

MINUTES TO PROVIDE FOR THE  
ISSUANCE OF BONDS

511493-5

Polk City, Iowa

August 9, 2021

The City Council of the City of Polk City, Iowa, met on August 9, 2021, at \_\_\_\_\_  
o'clock \_\_\_\_ .m., at the \_\_\_\_\_, Polk City, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the  
following Council Members present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

After due consideration and discussion, Council Member \_\_\_\_\_  
introduced the following resolution and moved its adoption, seconded by Council Member  
\_\_\_\_\_. The Mayor put the question upon the adoption of said  
resolution, and the roll being called, the following Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

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At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 2021-76

Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$2,930,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2021 and providing for the levy of taxes to pay the same

WHEREAS, the City of Polk City (the “City”), in Polk County, State of Iowa, previously issued its \$1,720,000 General Obligation Capital Loan Notes, Series 2014, dated September 9, 2014 (the “2014 Notes”) a portion of which currently remains outstanding maturing on June 1 in each of the years and in such amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2022	\$110,000	2.00%	2026	\$120,000	2.55%
2023	\$115,000	2.20%	2027	\$125,000	2.70%
2024	\$115,000	2.30%	2028	\$130,000	2.80%
2025	\$120,000	2.40%	2029	\$135,000	2.90%

; and

WHEREAS, pursuant to the resolution (the “2014 Note Resolution”) authorizing the issuance of the 2014 Notes, the City reserved the right to call the 2014 Notes maturing in the years 2022 through 2029 (the “Callable 2014 Notes”) for optional early redemption on any date on or after June 1, 2021, subject to the provisions of the 2014 Note Resolution; and

WHEREAS, the City, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a General Obligation Corporate Purpose Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$3,500,000 for the purpose of paying the costs, to that extent, of (1) constructing street, storm water drainage, sidewalk, sanitary sewer system and water system improvements; (2) acquiring and installing street signage, lighting and signalization (the “Projects”); and (3) current refunding the outstanding portion of the Callable 2014 Notes, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on June 28, 2021; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the General Obligation Corporate Purpose & Refunding Bonds, Series 2021 (the “Bonds”), to be issued in evidence of the obligation of the City under the Loan Agreement, and the City has approved the Preliminary Official Statement and has authorized its use by PFM Financial Advisors, LLC, as municipal financial advisor (the “Financial Advisor”) to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, the City has authorized the calling of the Callable 2014 Notes for early redemption on August 31, 2021 (the “Redemption Date”); and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Polk City, Iowa, as follows:

Section 1. The City shall enter into the Loan Agreement with the Underwriter, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$2,930,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Bonds, in the aggregate principal amount of \$2,930,000, are hereby authorized to be issued in evidence of the City’s obligation under the Loan Agreement. The Bonds shall be dated August 31, 2021, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2022	\$100,000	5.00%	2029	\$225,000	5.00%
2023	\$185,000	5.00%	2030	\$105,000	1.00%
2024	\$185,000	5.00%	2031	\$110,000	1.10%
2025	\$195,000	5.00%	2034	\$335,000	1.40%
2026	\$195,000	5.00%	2038	\$480,000	2.00%
2027	\$200,000	5.00%	2041	\$400,000	2.00%
2028	\$215,000	5.00%			

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the City Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2030 to 2041, inclusive, prior to and in any order of maturity on June 1,

2029, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Principal of the Bond maturing on June 1, 2034 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2032 and June 1, 2033, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2032	\$110,000
2033	\$110,000
2034	\$115,000 (Maturity)

Principal of the Bond maturing on June 1, 2038 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2035, June 1, 2036, and June 1, 2037, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2035	\$115,000
2036	\$115,000
2037	\$125,000
2038	\$125,000 (Maturity)

Principal of the Bond maturing on June 1, 2041 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2039 and June 1, 2040, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2039	\$130,000
2040	\$135,000
2041	\$135,000 (Maturity)

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for

redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2021. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-



entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA  
STATE OF IOWA  
POLK COUNTY  
CITY OF POLK CITY

GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING BOND,  
SERIES 2021

No. \_\_\_\_\_ \$ \_\_\_\_\_

RATE	MATURITY DATE	BOND DATE	CUSIP
_____ %	June 1, 20__	August 31, 2021	

The City of Polk City (the “City”), in Polk County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.  
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2021, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose and Refunding Bonds, Series 2021 (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of August 31, 2021 (the “Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of (1) constructing street, storm water drainage, sidewalk, sanitary sewer system and water system improvements; (2) acquiring and installing street signage, lighting and signalization; and (3) current refunding the outstanding portion of the General Obligation Capital Loan Notes, Series 2014, dated September 9, 2021.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on August 9, 2021, authorizing and approving

the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2030 to 2041, inclusive, prior to and in any order of maturity on June 1, 2029, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. Principal of the Bonds maturing on June 1 in the years 2034, 2038, and 2041 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in the years 2032 and 2033; 2035, 2036, and 2037; and 2039 and 2040, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Polk City, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of August 31, 2021.

CITY OF POLK CITY, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: August 31, 2021

#### REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB Bank, n.a.  
West Des Moines, Iowa  
Registrar

By (Authorized Signature)

Authorized Officer

#### ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

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

UTMA \_\_\_\_\_  
(Custodian)

As Custodian for \_\_\_\_\_  
(Minor)

under Uniform Transfers to Minors Act

\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

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(Please print or type name and address of Assignee)

---

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint \_\_\_\_\_, Attorney, to transfer this Bond on the  
books kept for registration thereof with full power of substitution.

Dated: \_\_\_\_\_

Signature guaranteed:

---

---

(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 signatures to be guaranteed by  
certain eligible guarantor institutions that participate in  
a recognized signature guarantee program.)

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NOTICE: The signature to this Assignment must  
correspond with the name of the registered owner as  
it appears on this Bond in every particular, without  
alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Underwriter, upon receipt of the loan proceeds in the amount of \$3,245,478.25, including original issue premium (the “Loan Proceeds”), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$26,041.96) shall be retained by the Underwriter as the Underwriter’s Discount.

A portion of the Loan Proceeds (\$2,191,375.04) received from the sale of the Bonds shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Projects and to the extent that any such proceeds (the “Project Proceeds”) remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

A portion of the Loan Proceeds (\$976,061.25) (the “Refunding Proceeds”) received from the sale of the Bonds shall be deposited into a separate and segregated fund and used to carry out the Refunding within 90 days of August 31, 2021.

The remainder of the Loan Proceeds (\$52,000) (the “Cost of Issuance Proceeds”), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City, the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2022,  
sufficient to produce the net annual sum of \$279,550;

For collection in the fiscal year beginning July 1, 2023,  
sufficient to produce the net annual sum of \$270,300;

For collection in the fiscal year beginning July 1, 2024,  
sufficient to produce the net annual sum of \$271,050;

For collection in the fiscal year beginning July 1, 2025,  
sufficient to produce the net annual sum of \$261,300;

For collection in the fiscal year beginning July 1, 2026,  
sufficient to produce the net annual sum of \$256,550;

For collection in the fiscal year beginning July 1, 2027,  
sufficient to produce the net annual sum of \$261,550;

For collection in the fiscal year beginning July 1, 2028,  
sufficient to produce the net annual sum of \$260,800;

For collection in the fiscal year beginning July 1, 2029,  
sufficient to produce the net annual sum of \$129,550;

For collection in the fiscal year beginning July 1, 2030,  
sufficient to produce the net annual sum of \$133,500;

For collection in the fiscal year beginning July 1, 2031,  
sufficient to produce the net annual sum of \$132,290;

For collection in the fiscal year beginning July 1, 2032,  
sufficient to produce the net annual sum of \$130,750;

For collection in the fiscal year beginning July 1, 2033,  
sufficient to produce the net annual sum of \$134,210;

For collection in the fiscal year beginning July 1, 2034,  
sufficient to produce the net annual sum of \$132,600;

For collection in the fiscal year beginning July 1, 2035,  
sufficient to produce the net annual sum of \$130,300;

For collection in the fiscal year beginning July 1, 2036,  
sufficient to produce the net annual sum of \$138,000;

For collection in the fiscal year beginning July 1, 2037,  
sufficient to produce the net annual sum of \$135,500;

For collection in the fiscal year beginning July 1, 2038,  
sufficient to produce the net annual sum of \$138,000;

For collection in the fiscal year beginning July 1, 2039,  
sufficient to produce the net annual sum of \$140,400; and

For collection in the fiscal year beginning July 1, 2040,  
sufficient to produce the net annual sum of \$137,700.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Polk County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor

shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent that the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized



and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved August 9, 2021.

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Mayor

Attest:

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City Clerk

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Polk City, Iowa (the “Issuer”), in connection with the issuance of \$2,930,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2021 (the “Bonds”), dated August 31, 2021. The Bonds are being issued pursuant to a resolution of the Issuer approved on August 9, 2021 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) To the extent such information is customarily prepared by the Issuer and is made publicly available, not later than June 30 (the “Submission Deadline”) of each year following the end of the 2020-2021 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the

extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) other financial information and operating data regarding the Issuer of the type presented in the final official statement distributed in connection with the primary offering of the Bonds; provided, however, other than information included in its audited financial statements, the Issuer does not customarily prepare or make publicly available, most of the information in the final official statement, and accordingly no financial information or operating data (other than that normally included in the audited financial statements) will be provided by the Issuer in the Annual Report other than the following:

**Debt Limit**  
**Direct Debt**  
**Actual (100%) Valuations for the City**  
**Taxable ("Rollback") Valuations for the City**  
**Levies and Tax Collections**  
**Larger Tax Payers**  
**Levy Limits**  
**Property Tax Rates (per \$1,000 Actual Valuation)**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be PFM Financial Advisors LLC.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: August 31, 2021

CITY OF POLK CITY, IOWA

By \_\_\_\_\_  
Mayor

Attest:

By \_\_\_\_\_  
City Clerk



## LOAN AGREEMENT

This Loan Agreement is entered into as of August 31, 2021, by and between the City of Polk City, Iowa (the "City"), and Robert W. Baird & Co., Inc., as Purchaser (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$2,930,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose and Refunding Bonds, Series 2021, in the aggregate principal amount of \$2,930,000 (the "Bonds").

2. The City has adopted a resolution on August 9, 2021 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated August 31, 2021, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan 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 the statute.

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

CITY OF POLK CITY, IOWA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

ROBERT W. BAIRD & CO., INC.  
Milwaukee, Wisconsin

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

## **REGISTRAR / PAYING AGENT AGREEMENT**

THIS AGREEMENT is made and entered into this August 31, 2021 (the “Dated Date”) by and between the City of Polk City, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$2,930,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2021 hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
  - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
  - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
  - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
  - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document,

and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond

certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the

exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Polk City, Iowa Attn: City Clerk City Hall 112 3 <sup>rd</sup> Street PO Box 426 Polk City, Iowa 50226
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26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain

information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF POLK CITY, IOWA

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: \_\_\_\_\_  
Authorized Signatory





## **PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE**

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### **ADMINISTRATION FEE**

- |                                      |                            |
|--------------------------------------|----------------------------|
| • Book Entry Bonds                   | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$300 initial/\$600 annual |

\*Initial Fees charged at Closing

\*Annual Fees charged in arrears month of closing

### **ADDITIONAL SERVICES**

- |                                     |                              |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments                     | \$100                        |
| • Optional or Partial Redemption    | \$300                        |
| • Mandatory Redemption              | \$100                        |
| • Early Termination/Full Call       | \$500                        |
| • Paying Costs of Issuance          | \$500 one-time fee           |

### **SERVICES AVAILABLE UPON REQUEST**

- |                       |                |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

### **CHANGES IN FEE SCHEDULE**

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

*Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.*



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** 8/03/2021  
**To:** Mayor and Council  
**From:** Mike Schulte

**Subject:** Iowa Department of Transportation five-year maintenance agreement

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**BACKGROUND:** Included in your council packet you will find a proposed five-year agreement for maintenance and repair of primary roads with the Iowa Department of Transportation. This agreement would cover highway 415 within the corporate limits of Polk City. This agreement simply spells out what both entities are responsible for. It appears this agreement has not changed from the current agreement that we are working from now.

**ALTERNATIVES:** N/A

**FINANCIAL CONSIDERATIONS:** N/A

**RECOMMENDATION:** Recommend approval

**RESOLUTION NO. 2021-77**

**A RESOLUTION BETWEEN THE CITY OF POLK CITY  
AND THE IOWA DEPARTMENT OF TRANSPORTATION  
(IDOT) APPROVING THE 5-YEAR AGREEMENT FOR  
MAINTENANCE AND REPAIR OF PRIMARY ROADS IN  
POLK CITY, IOWA**

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**WHEREAS**, the City of Polk City, Iowa and the Iowa Department of Transportation (IDOT) currently have a Joint Public Service Agreement for the maintenance of certain roads in and around Polk City that expires June 30, 2021; and

**WHEREAS**, the IDOT has submitted a new 5-year agreement, said proposed agreement is in the form attached as Exhibit “A”; and

**WHEREAS**, this agreement will be in effect from July 1, 2021 through June 30, 2026. The City Council believes it to be in the best interest of the City to enter into a Joint Public Services Agreement setting out the understanding between the Iowa Department of Transportation, and the City of Polk City, Iowa.

**BE IT, THEREFORE, RESOLVED** by the City of Polk City, Iowa, that the Joint Public Services Agreement in the form attached hereto as Exhibit “A” is hereby approved.

**BE IT FURTHER RESOLVED** that the Mayor and the City Clerk are hereby authorized to execute said Agreement on behalf of the City of Polk City, Iowa.

**DATED** this 9<sup>th</sup> day of August 2021.

---

Jason Morse, Mayor

ATTEST:

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Jenny Coffin, City Clerk

June 3, 2021

Chelsea Huisman  
City Manager  
112 3rd Street  
Polk City, IA 50226

Subject: Five Year Agreement with City of Polk City for Maintenance and Repair of Primary Roads in Municipalities

Dear Chelsea,

Enclosed is a copy of the proposed the five year Agreement for Maintenance and Repair of Primary Roads in Municipalities. This agreement is for state routes within the corporate limits of Polk City and will be effective for the period beginning July 1, 2021 and ending June 30, 2026.

This agreement is in accordance with the Iowa Code and reiterates the maintenance and repair responsibilities of the Department of Transportation and the municipality.

Please sign and return a scanned copy by **email** or an original copy by **mail**. If mailing, please return to the District office. That address is:

Iowa DOT District 1  
5 Year Maintenance Agreements c/o Cheryl Parrish  
1020 S. 4<sup>th</sup> Street  
Ames, IA 50010

A scanned copy will be emailed for your records. A paper copy can be mailed upon request.

If you have any questions, please contact me at 515-239-1039 or [john.narigon@iowadot.us](mailto:john.narigon@iowadot.us).

Sincerely,



John Narigon, P.E.  
District 1 South Area Engineer

Enclosure

cc: Bob Ellis, IA DOT, District 1 Maintenance  
Allison Smyth, P.E. IA DOT, District 1 ADE  
Cheryl Parrish, IA DOT, District 1 Office  
File



# **Iowa Department of Transportation**

## **Agreement for Maintenance and Repair of Primary Roads in Municipalities**

This Agreement made and entered into by and between the Municipality of Polk City, Polk County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

### **AGREEMENT:**

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

#### **I. The Department shall maintain and repair:**

##### **A. Freeways (functionally classified and constructed)**

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

##### **B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)**

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

##### **C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)**

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

##### **D. City Streets Crossing Freeway Rights of Way (See II.C)**

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

#### **II. The Municipality shall maintain and repair:**

##### **A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)**

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.
4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.

5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
  - B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
  - C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
  - D. To comply with the current Utility Accommodation Policy of the Department.
  - E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.
- IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.
- V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.
- VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.
- VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026.

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

Polk City

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

BY \_\_\_\_\_  
District Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 9, 2021  
**To:** Mayor & City Council  
**From:** Jim Mitchell – Fire Chief  
**Subject:** Wage Increase Adjustment

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**BACKGROUND:** We have one employee that has earned a wage increase based on the pay scale approved by Council. This member has successfully completed the Paramedic Certification.

**ALTERNATIVES:** N/A

**FINANCIAL CONSIDERATIONS:** The following is the adjustment in hourly pay according to the pay scale approved by Council for the 2021-2022 fiscal year:

Taylor Sauers <3 years rate, Part-time rate of \$18.67 per hour to \$16.32 per hour and paid-on-call rate. This pay rate should be effective 07/27/2021.

**RECOMMENDATION:** Increase their pay based on the wage scale approved by Council for F/Y '21/'22.

**POLK CITY LIBRARY BOARD MEETING NOTES**  
**Polk City Community Library Meeting Room, 1500 W. Broadway**  
**Monday, June 7, 2021 at 6:30 pm**

I. Call to order –Lisa Mart called meeting to order at 6:31 pm.

II. Approval of the Agenda

MOTION: A motion was made by Corey Hoodjer and seconded by Sara Olson to approve Meeting Agenda.  
MOTION PASSED unanimously.

<u>Board Members Present:</u>	Sara Olson, Rod Bergren, Corey Hoodjer, Lisa Mart, Angie Conley
<u>Board Members Absent:</u>	None
<u>Library Director Present:</u>	Jamie Noack
<u>City Council Liaison Present:</u>	Ron Anderson
<u>Guests Present:</u>	None

III. Consent Items

MOTION: A motion was made by Corey Hoodjer to accept the agenda with the change that he was unable to provide board education tonight and would do it next time, motion seconded by Rod Bergren to approve Consent Items.

MOTION PASSED unanimously

1. Approve the [April 2021 Board Minutes](#)
2. Approve March 2021 financial statements
  - a. [March 2021 History](#)
  - b. [March 2021 Budget](#)
  - c. [March 2021 Revenue & Expenses](#)

IV. Communication from the Public – None

V. Director's report

**Library Director's Report**  
**June 2021**

**Library Statistics:**

- Circulation and library usage.
  - May 2021 circulation increased by 263 checkouts compared to April 2021 and by 1,064 compared to May 2020.
  - Library Patrons saved \$36,093 in May by borrowing materials from the library versus purchasing them (does not include digital ebook/audiobook downloads or hotspot loans).
  - 1,471 individuals visited the library in May.
  - 23 passport applications were processed.
  - 2 Notary appointments
  - 7 Adventure Passes were used saving patrons \$288.

**What's New:**

- CARES money has purchased storage cabinets, an event tent and table coverings for the pop-up library, Ancestry.com, book carts, staff desks and new staff computers, scanners and receipt printers.



- The new website launched on May 19.
- We have 15 volunteers for our summer reading program
- We had close to 200 people sign up for summer reading kick-off at the May 27 farmer's market.
- As of 11:00 today, we had 531 individuals registered for summer reading.
- Our summer reading program for youth includes:
  - Mondays: Food, Culture & Literacy with ISU Extension
  - Tuesdays: Story time
  - Wednesday: STEAM activities
  - Thursday: Performers
- We are taking our Tuesday and Wednesday programs on the road to both Halley's Academy and Tender Years.
- Rich Taylor is stepping down from doing our IT support effective July 1. He will be available for consultation and to help with some things but will not be doing our routine maintenance.
- Our new VOIP phone system will be installed sometime in July which will result in all of the city departments being on the same system.

#### **Upcoming Programs**

June 7	Summer Reading Programs begin
June 10	BubbleFest
June 10	How to Live your Healthiest Life
June 11	Outdoor Family Movie Night
June 14	Teen Expressive Painting
June 14	Adult DIY Stepping Stones
June 17	Marika Daniels Circus Performer
June 17	Animal Photography
June 24	Magician Mikayla Oz
June 28	Beginning Genealogy

#### **VI. Liaison report** – Ron Anderson –

1. Looked at facility needs – proposed new library/community center on the 3<sup>rd</sup> street. Looked at other buildings and planning for future development.
2. Chelsea has been working hard at securing grant money.
3. HyVee is coming but at their gas station location across from Casey's.
4. Mexican Restaurant in old P&M is being worked on.

#### **VII. Board Education** – None -Tabled to next meeting.

#### **VIII. Agenda Items**

1. Review Tier Standards Section 6: Physical Spaces.
2. Election of Officers.
  - a. Vote for Lisa Mart for President. Unanimous nomination for Lisa Mart as Present.
  - b. Vote for Angie Conley for Secretary. Unanimous nomination for Angie Conley as Secretary.
3. Review [Electronic Access Policy](#) – reviewed; no changes.
4. Review [Sex Offender Policy](#) – reviewed; no changes.
5. Approve [Resolution 2021-04L](#) authorizing pay increases for library staff effective July 1, 2021.  
 MOTION: A motion was made by Rod Bergren and seconded by Corey Hoodjer to approve Resolution 2021-04L.  
 MOTION PASSED unanimously.
6. Determine whether to postpone or cancel July 5, 2021 Library Board Meeting due to it being the staff holiday.

MOTION: A motion was made by Corey Hoodjer and seconded by Angie Conley to canceling July 5, 2021 Library Board Meeting due to it being a staff holiday.

MOTION PASSED unanimously.

7. Determine date for September Library Board Meeting due to Labor Day conflict.

MOTION: A motion was made by Sara Olson and seconded by Rod Bergren to move September Library Board Meeting to September 7, 2021 due to Labor Day.

MOTION PASSED unanimously.

8. Determine next Board Education topic and presenter – Corey Hoodjer will present in August.

IX. Adjourn – Meeting adjourned at 6:56 pm.

MOTION: A motion was made by Sara Olson and seconded by Angie Conley to adjourn meeting.

MOTION PASSED unanimously.

Next Meeting August 2, 2021 at 6:30 PM

*Mission Statement: The Polk City Community Library provides a place where all can meet, learn, and grow.*

<b>LIBRARY -JULY 2021 STATS SNAPSHOT</b>	<b>July 2019</b>	<b>July 2020 (COVID-19)</b>	<b>July 2021</b>	<b>June 2021</b>
Total Visitors	3,921	113	2,501	3,227
People Checking Out	632	295	478	459
Polk City Cardholders	544	256	426	408
Polk City Checkouts	5,588	1,967	4,434	4,642
Open Access Cardholders	44	19	24	20
Open Access Checkouts	558	244	185	235
Rural Cardholders	44	20	28	31
Rural Checkouts	528	209	325	497
Bridges E-book/Audiobook Checkouts	520	700	782	656
Outgoing ILL Books	20	2	15	25
Total Checkouts (incl. Bridges & Outgoing ILL)	7,214	3,122	5,741	6,055
Auto Renewals (began in September 2018)	1,189	211	823	606
Total Checkouts (adjusted for auto-renewal)	6,025	2,911	4,918	5,449
Incoming ILL Books	38	4	17	20
Reserves Placed	167	1,707	438	569
Materials Added	182	109	172	116
Materials Withdrawn	22	309	767	69
New Cards Issued	33	7	35	58
Computer Users	86	4	34	31
WiFi Users (on site)-Whofi counter started end of 10/19	42	207	340	577
Reference Questions	122	0	0	0
AWE Station Usage	212	0	206	150
AWE Games Played	636	0	480	317
Adult Programs	20	13	22	29
Adult Program Attendance	275	121	155	159
Youth Programs	11	11	44	48
Youth Program Attendance	689	848	1,682	1,314
Tutoring	76	0	0	0
No. of Meeting Room Uses by Outside Groups	4	0	0	0
Patron Savings (physical materials only)	\$79,175	\$35,587	\$59,475	\$71,561
Blank Park Zoo Adventure Pass (\$44)	14	6	13	16
Science Center of Iowa Adventure Pass (\$44)	13	0	14	11
Botanical Gardens Adventure Pass (\$34)	6	0	1	4
Brenton Skating Plaza (\$46.50)	NA	NA	NA	NA
Des Moines Children's Museum (\$36)	8	NA	3	3
Reiman Gardens (\$34)			6	4
<b>TOTAL ADVENTURE PASS SAVINGS</b>	<b>\$2,088</b>	<b>\$264.00</b>	<b>\$1,534</b>	<b>\$1,568</b>
Summer Reading Signups (0-11) as of 6/30	495	186	461	459
Summer Reading Signups (12-18) as of 6/30	84	39	44	44
Adult Reading Participation as of 6/30	114	120	168	166
Facebook Page Views (July 5-Aug 1)		283	289	428
Facebook Post Reach (July 5-Aug 1)		4,694	2,652	3,531
New Facebook PageFollowers(July 5-Aug 1)		19	21	28
New Facebook Page Likes (July 5-Aug 1)		18	16	21
Website Views		3,792	1,621	unavailable

<b>LIBRARY -JUNE 2021 STATS SNAPSHOT</b>	<b>June 2019</b>	<b>June 2020 (COVID-19)</b>	<b>June 2021</b>	<b>May 2021</b>
Total Visitors	4,522	0	3,227	1,471
People Checking Out	618	231	459	286
Polk City Cardholders	546	192	408	250
Polk City Checkouts	5,810	1,210	4,642	2,211
Open Access Cardholders	35	19	20	16
Open Access Checkouts	578	178	235	258
Rural Cardholders	37	20	31	20
Rural Checkouts	441	174	497	219
Bridges E-book/Audiobook Checkouts	464	758	656	672
Outgoing ILL Books	23	0	25	24
Total Checkouts (incl. Bridges & Outgoing ILL)	7,316	2,320	6,055	3,384
Auto Renewals (began in September 2018)	853	0	606	355
Total Checkouts (adjusted for auto-renewal)	6,463	2,320	5,449	3,029
Incoming ILL Books	28	0	20	21
Reserves Placed	283	1,561	569	644
Materials Added	262	32	116	116
Materials Withdrawn	75	19	69	137
New Cards Issued	52	7	58	21
Computer Users	80	0	31	20
WiFi Users (on site)-Whofi counter started end of 10/19	38	163	577	371
Reference Questions	175	0	0	0
AWE Station Usage	242	0	150	0
AWE Games Played	788	0	317	0
Adult Programs	24	14	29	19
Adult Program Attendance	207	92	159	143
Youth Programs	14	3	49	4
Youth Program Attendance	930	150	1,314	171
Tutoring	56	0	0	0
No. of Meeting Room Uses by Outside Groups	1	0	0	0
Patron Savings (physical materials only)	\$89,478	\$28,151	\$71,561	\$36,093
Blank Park Zoo Adventure Pass (\$44)	10	0	16	4
Science Center of Iowa Adventure Pass (\$44)	4	0	11	1
Botanical Gardens Adventure Pass (\$34)	5	0	4	2
Brenton Skating Plaza (\$46.50)	NA	0	NA	NA
Des Moines Children's Museum (\$36)	3	0	3	0
Reiman Gardens (\$34)			\$4	
<b>TOTAL ADVENTURE PASS SAVINGS</b>	<b>\$1,404.00</b>	<b>\$0.00</b>	<b>\$1,568</b>	<b>\$288</b>
Summer Reading Signups (0-11) as of 6/30	491	164	459	
Summer Reading Signups (12-18) as of 6/30	82	38	44	
Adult Reading Participation as of 6/30	NA	113	166	
Facebook Page Views (June 3-June 30)		272	428	251
Facebook Post Reach (June 3-June 30)		2,843	3,531	18,803
New Facebook PageFollowers(June 3-June 30)		13	28	14
New Facebook Page Likes (June 3-June 30)		10	21	14
Website Views		2,510	3/22/37	new website



## **2021 Summer Reading Stats**

Total Registered: 673

- Birth-5: 109
- 6 yr-11 yr: 352
- Teens: 44
- Adults: 168

Total Number of Programs: 144

Total Program Participants: 3,923

Total Hours of Programming: 155

Total Volunteers: 15



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 9, 2021 City Council Meeting  
**To:** Mayor Jason Morse & City Council  
**From:** Jason Thraen, Parks & Recreation Director

**Subject:** Parks & Recreation Department Updates for July 2021

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1. Finished planting seventeen trees in Lost Lakes Park. Species planted included Bur Oak, Shumard Oak, American Elm, and Yellow Birch.
2. Staff continues working with Go Polk City on offering a fall special event on Saturday, October 2<sup>nd</sup>. This family friendly event will coincide with “Fenders Fest” hosted by Fenders Brewing.
3. Staff continues working with Public Works on creating more efficient drainage near SW corner of pond at Twelve Oaks Park.
4. Polk County Senior Services restarted their congregate meals in Polk City July 6<sup>th</sup>. From 9:30am to 1:30pm, Tuesdays & Thursdays, the Polk City Community Center will host this program.
5. July programming included Summer Fun Camp (2), Tennis Lessons (2), Start Smart Soccer (2), Adult Bags League, and Adult COED Softball.
6. July 2<sup>nd</sup> Movie in the Park, sponsored by First Continental Group, had 54 attendees.
7. July 3<sup>rd</sup> Yoga in the Park, sponsored by Currie Engineering Associates, PLC., had 26 participants.
8. July 23<sup>rd</sup> Movie in the Park, sponsored by Fareway, had 42 attendees.
9. July 24<sup>th</sup> Yoga in the Park, sponsored by Ankeny Sanitation, had 19 participants.
10. Sports Complex baseball/softball fields had 48 reservations in May. 127 total field reservations in 2021.
11. Community Center had 2 private rentals in July. 9 total rentals in 2021.
12. Miller Park Shelter House had 7 private rentals in July. 16 total rentals in 2021.

## Youth Programs Report: Apr, May, June 2021

Program	Participants	Expenses	Revenue	Cost Recovery
Summer Fun Camp June 7-11	16	\$1,837.13	\$1,760.00	95.80%
Hedgehog Art Class June 8	12	\$314.82	\$384.00	121.98%
Summer Fun Camp June 14-18	15	\$2,038.54	\$1,650.00	80.94%
Summer Fun Camp June 21-25	10	\$1,628.79	\$1,100.00	67.53%
Summer Fun Camp June 28-July 2	17	\$2,034.58	\$1,870.00	91.91%
Tennis Lessons June 14-17	11	\$938.95	\$1,128.00	120.13%
Tennis Lessons June 28-July 1	6	\$535.75	\$624.00	116.47%
TOTALS	87	\$9,328.56	\$8,516.00	91.29%

**Final Analysis:** Q2 for 2021 represented great cost recovery for our youth programs. With a quarterly cost recovery of 91.29%, we met our cost recovery goal of 70-100%. Our programs are consistently in line with the GreenPlay, LLC youth programs cost recovery model. This quarter is a great representation of different programs having different cost recovery goals. Programs with more individual benefit (tennis, art) should see greater cost recovery compared to programs with more community benefit.

## Adult Programs Report: Apr, May, June 2021

Program	Participants	Expenses	Revenue	Cost Recovery
May Yoga	3	\$156.18	\$180.00	115.25%
Bags League	12	\$204.21	\$180.00	88.14%
TOTALS	15	\$360.39	\$360.00	99.89%

**Final Analysis:** Quarterly cost recovery fell just shy of 100%. As leagues grow, and adult fitness classes continue to perform consistently, I anticipate quarterly cost recoveries for adult programs to exceed 100% in the future.

## Senior Programs Report: Apr, May, June 2021

Program	Participants	Expenses	Revenue	Cost Recovery
TOTALS				

**Final Analysis:** No senior programs were offered during Q2 2021.





## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 9, 2021 City Council Meeting  
**To:** Mayor Jason Morse & City Council  
**From:** Chelsea Huisman, City Manager

**Subject:** Development Agreement with DYOWA LLC. for additional right-of-way

---

**BACKGROUND:** For the Council's consideration on Monday is a development agreement between the City and DYOWA for additional right-of-way for the roundabout project at 3<sup>rd</sup> & E. Vista Lake Dr. The development agreement describes that DYOWA will dedicate additional right-of-way and temporary easements at no cost to the City and the City agrees to forgo any special assessments for the project.

**ALTERNATIVES:** Do not approve the development agreement

**FINANCIAL CONSIDERATIONS:** None

**RECOMMENDATION:** It is my recommendation that the Council approve the Development Agreement with DYOWA.

**RESOLUTION NO. 2021-78**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE  
CITY OF POLK CITY AND DYOWA LLC, FOR PROPERTY DEDICATION FOR  
THE NORTH 3<sup>RD</sup> STREET & EAST VISTA LAKE DRIVE INTERSECTION  
IMPROVEMENTS**

---

**WHEREAS**, the City of Polk City, Iowa desires to enter into an agreement with DYOWA LC for property dedication for the intersection improvements including a roundabout at North 3<sup>rd</sup> Street & E. Vista Lake Drive; and

**WHEREAS**, an agreement has been reached between the City of Polk City and DYOWA LLC. concerning this matter as shown on the attached agreement.

**BE IT, THEREFORE, RESOLVED** by the City Council of the City of Polk City, Iowa, that the agreement in the form attached hereto as Exhibit "A" for the property dedication for the intersection improvements at North 3<sup>rd</sup> Street & E. Vista Lake Drive.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute said Development Agreement on behalf of the City of Polk City, Iowa.

**DATED** this 9th day of August 2021.

---

Jason Morse, Mayor

Attest:

---

Jenny Coffin, City Clerk

## **DEVELOPMENT AGREEMENT**

This Agreement, entered into among the City of Polk City, an Iowa municipal corporation in the State of Iowa (hereinafter referred to as "City") and DYOWA LLC, an Iowa limited liability company (hereinafter referred to as "Property Owner").

WHEREAS, Property Owner owns Property legally described as:

Lot 1 and Lot 2 in BIG CREEK TECHNOLOGY CAMPUS PLAT 1, an Official  
Plat, now included in and forming a part of the City of Polk City, Iowa

and;

WHEREAS, the Property Owner Property is located directly adjacent to an Intersection upon which the City is constructing a roundabout as part of the N. 3<sup>rd</sup> Street and Vista Lake Avenue Intersection Improvements Project ("Improvements");

WHEREAS, the City is responsible for the construction of the Improvements, but will need to acquire a portion of the Property from the Property Owner; and

WHEREAS, the City of Polk City intends to set the date of the bid letting for the Improvements on or before November 8, 2021, with construction commencing as soon as possible thereafter; and

WHEREAS, the City and Property Owner intend to agree upon their respective obligations in this Agreement.

NOW, THEREFORE, in consideration of the Recitals, which are a part of this Agreement, and the mutual covenants and Agreements herein contained, the City and Property Owner hereby agree as follows:

1. Property Dedication. On or before October 1, 2021, the Property Owner will dedicate to the City, free and clear of any encumbrances or liens, the following:
  - A. Property by deed or easement necessary to accommodate the proposed roundabout and recreational trail, including removal of the existing monument sign and seeding. The conceptual location for the public improvements is indicated on Exhibit 'A' attached hereto.
  - B. Temporary construction easements as necessary for the City and their contractors to perform grading operations and to seed the easement area. The conceptual grading limits for the improvements project are indicated on Exhibit 'A' attached hereto.
  - C. As part of the dedication process, the City will prepare and the Property Owner agrees to execute all necessary documents including, but not limited to the Warranty Deed and Groundwater Hazard Statement for the purpose

of effectuating the transfer to the City. The City will further prepare and the Property Owner agrees to execute the Temporary Easement Agreement.

2. Utilities. The City will prepare and the Property Owner agrees to execute an Easement Agreement for the proposed Public Utility Easement (PUE) and Water Main Easement prior to October 1, 2021.
3. Assessment. Based on the foregoing, the City agrees not to assess the Property Owner for any of the costs associated with the City's N. 3<sup>rd</sup> Street / Vista Lake Avenue Intersection Improvements Project.
4. City Approval. This Agreement, is subject to the prior approval of the City Council of the City, as well as the officers of Property Owner and thereafter all parties shall be bound by this Agreement.
5. Liens. Property Owner represents and warrants that there is no mortgage lien on its property as of the date this Agreement is recorded in the land records of Polk County, Iowa, or, if there is a mortgage lien on any property, that Party shall have its lender execute a Mortgagee's Consent to Development Agreement in substantially the form of Exhibit A attached hereto and incorporated herein by reference. Any lender with a mortgage lien as of the date of this Agreement agrees by its consent to this Agreement that it shall file a partial release of that mortgage to release their interest in that portion of the property described in Section 1 above, as requested by the City.
6. Power and Authority. Each Party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized by all required corporation, limited liability company, or regulatory authority, and when executed and delivered, this Agreement constitutes the valid and binding obligation of such Party, enforceable in accordance with its terms.
7. Binding Effect. This agreement shall inure to the benefit of and be binding upon all parties their successors and interests or assigns, if any.
8. Jurisdiction. The parties agree that this Agreement and amendments hereto, if any, shall be governed by the laws of the State of Iowa. The parties consent and agree that the proper venue and jurisdiction relative to the enforcement of the terms, conditions and provisions of this Agreement and amendments hereto, if any, is the Iowa District Court in and for Polk County, Iowa.
9. Running of the Benefits and Burdens. The terms and conditions of this Agreement are binding upon Property Owner and the City, and any future owners, lenders, developers, lessees or occupants. All provisions of this instrument, including benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the Private Parties hereto.

[See Signatures on Following Pages]

Dated: August 3, 2021

**DYOWA LLC**  
an Iowa limited liability company

By: Kelly Kreitlow

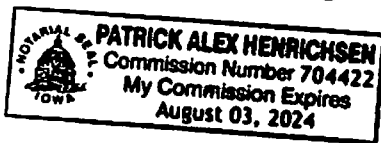
Name (Print): Kelly Kreitlow

Its: Partner

**ACKNOWLEDGEMENTS**

STATE OF Iowa COUNTY OF Jackson ss:

On this 3 day of August, 2021, before me, the undersigned, a Notary Public in and for said County and State personally appeared Kelly Kreitlow member/owner of DYOWA LLC an Iowa limited liability company, to me personally known, who being by me duly sworn, did say that they executed the within and foregoing instrument as their voluntary act and deed.



Notary Public in and for the State of Iowa

**CITY OF POLK CITY**

\_\_\_\_\_  
Jason Morse, Mayor

Attest:

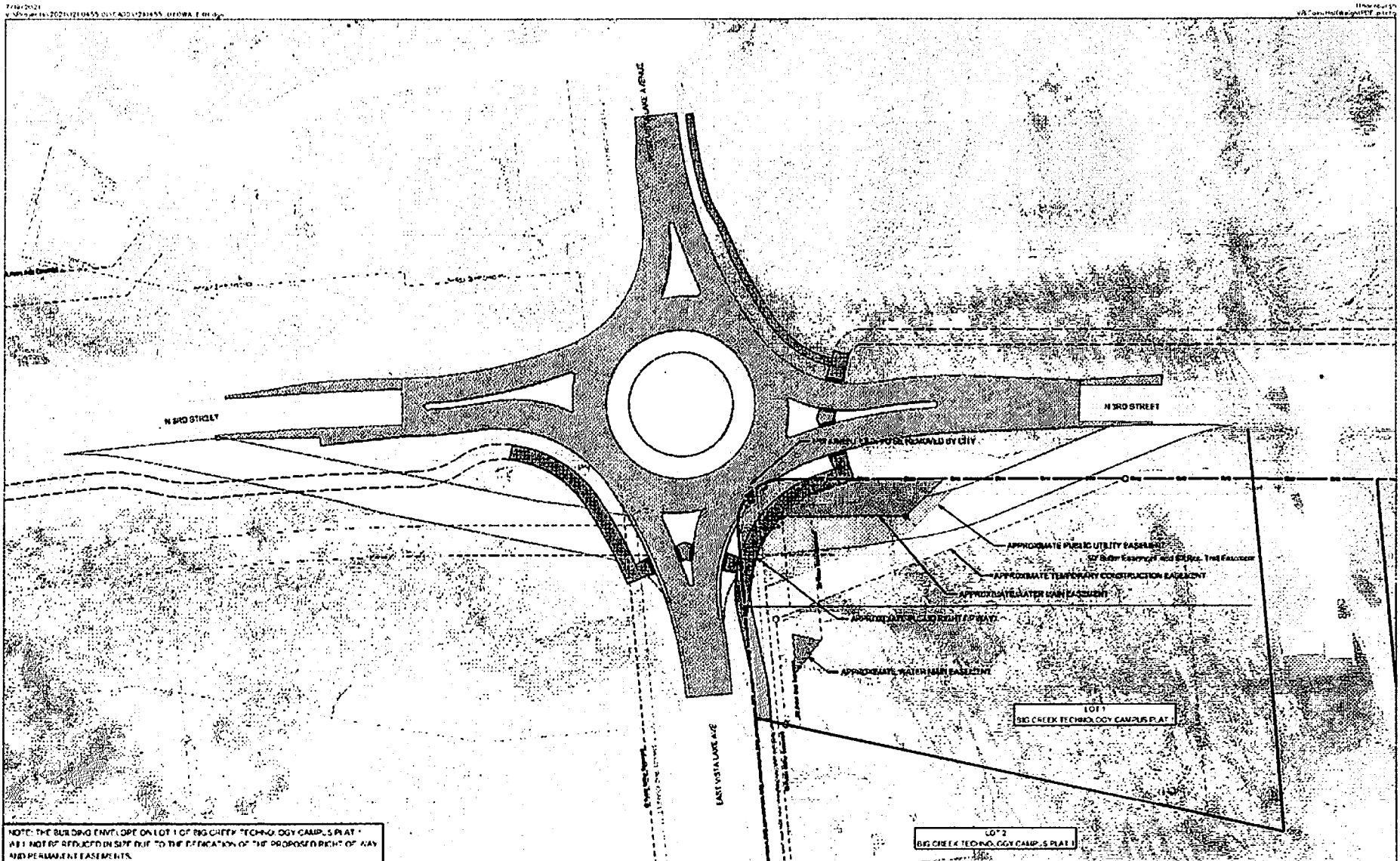
\_\_\_\_\_  
Jenny Gibbons, City Clerk

STATE OF IOWA        )  
                              ) SS  
COUNTY OF POLK     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for said County and the State of Iowa, personally appeared Jason Morse and Jenny Gibbons, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Polk City, Iowa, a municipal corporation, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of Polk City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## MORTGAGEE'S CONSENT TO DEVELOPMENT AGREEMENT



Polk City, Iowa

**Proposed ROW and Easements - DYOWA Property**

07/19/2021





## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 9, 2021 City Council Meeting  
**To:** Mayor Jason Morse & City Council  
**From:** Chelsea Huisman, City Manager

**Subject:** Resource Enhancement and Protection (REAP) Grant application

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**BACKGROUND:** REAP annually accepts applications for City Parks and Open spaces grants ranging from \$50,000-\$300,000 depending on a community's population. REAP has pushed the deadline back this year from August 15<sup>th</sup> to August 30<sup>th</sup> since new city population data will be announced August 16<sup>th</sup>. This would put Polk City into the allocation category of 5,001-10,000 population with a maximum ask of \$100,000.

The grants are competitive, and no local match funds are required, but I would recommend a match for our application to score higher. The City has estimated utilizing cash in the amount of \$2,000,000 for next fiscal year. We also have some outstanding grant applications for the trail we are waiting on award announcement for. I recommend the Council authorize a match of \$2,000,000 for the project.

**ALTERNATIVES:** Do not approve the application

**FINANCIAL CONSIDERATIONS:** The financial considerations for the first phase of the project are \$9,908,834. Application to the REAP fund has a maximum award of \$100,000.

**RECOMMENDATION:** It is my recommendation that the Council approve the resolution to apply for the REAP grant for City Parks and open spaces.

**RESOLUTION NO. 2021-79**

**A RESOLUTION GIVING AUTHORIZATION TO APPLY FOR THE  
RESOURCE ENHANCEMENT AND PROTECTION (REAP) GRANT FOR CITY  
PARKS AND OPEN SPACES**

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**WHEREAS**, the City of Polk City is desirous to apply to the Resource Enhancement and Protection fund for grant funding in the amount of \$100,000 for the future Regional Park project and trail connection to the High Trestle Trail; and

**WHEREAS**, REAP annually dedicates 15% of funding to City Parks and Open Spaces through competitive grants; and

**WHEREAS**, the City of Polk City has identified the Regional Park project and trail connection as a priority project; and

**WHEREAS**, the City's contribution towards the project would be in the amount of \$2,000,000 for FY22-23; and

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Polk City, Iowa to authorize application to the Resource Enhancement and Protection Grant for the Regional Park project and trail connection.

**PASSED AND APPROVED** the 9th day of August 2021.

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Jason Morse, Mayor

Attest:

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Jenny Coffin, City Clerk



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 9, 2021 City Council Meeting  
**To:** Mayor Jason Morse & City Council  
**From:** Chelsea Huisman, City Manager  
**Subject:** Resolution to prioritize funding from American Rescue Plan

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**BACKGROUND:** The City of Polk City is eligible to receive up to \$739,306 from the American Rescue Plan. As discussed in our previous work session, the funding must be utilized on 4 categories, which include: Premium Pay, Revenue Loss, Investments in Water, Sewer, and Broadband, and health and economic impacts. Based off of feedback from the Council, the prioritization for the funding should go to: revenue loss, construction of the future water tower (water), and Parker lift station improvements (sanitary sewer).

Approving a resolution is not required, however, it shows the City is being proactive with a plan to utilize the funds. Although the plan could change the City has identified a need for water and sewer investments, and a small amount of revenue loss due to the COVID-19 pandemic.

**ALTERNATIVES:** Do not approve the resolution

**FINANCIAL CONSIDERATIONS:** The financial considerations for this funding is revenue in the amount of \$739,306 for the City of Polk City.

**RECOMMENDATION:** It is my recommendation that the Council approve the resolution to prioritize spending for the funds.

**RESOLUTION NO. 2021-80**

**A RESOLUTION TO PRIORITIZE FUNDING FROM AMERICAN RESCUE PLAN**

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**WHEREAS**, the City of Polk City is eligible to receive up to \$739,306 from the American Rescue Plan (ARP); and

**WHEREAS**, the funding must be utilized on four (4) categories, Premium Pay, Revenue Loss, Investments in Water, Sewer, and Broadband and health and economic impacts; and

**WHEREAS**, the City Council wishes to prioritize funding from the ARP.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Polk City, Iowa to prioritize the American Rescue Plan funding to go to revenue loss, construction of the future water tower (water), and Parker lift station improvements (sanitary sewer).

**PASSED AND APPROVED** the 9th day of August 2021.

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Jason Morse, Mayor

Attest:

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Jenny Coffin, City Clerk



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** 8/03/2021  
**To:** Mayor and Council  
**From:** Mike Schulte  
**Subject:** Steet Sweeper Purchase

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**BACKGROUND:** Polk City currently budgets to have our streets swept by a contractor approximately three times a year. That usually covers a spring cleaning and two fall cleanings. Three cleanings a year is a minimum of what we would like to do. If we would purchase a street sweeper, we could schedule more cleanings which not only will help the aesthetics of Polk City but also will have benefits to the storm water system.

Below is a proposal for how we can purchase a used street sweeper and capture the benefits of owning one. The first part of funding is simply the \$20,000 that is currently budgeted for street sweeping. The second part of financing is \$12,759. Last fiscal year we purchased 4 pieces of equipment that were scheduled to be purchased in the current budget year. This would now free up the use of those funds towards this purchase. The third part of the funding would be \$98,000 from the capital equipment fund. Most of these funds were reimbursed from the Derecho for wages and equipment that Polk City already had budgeted and paid for. This funding has been earmarked specifically for Public Works Equipment.

The total amount for this funding plan would be a maximum of \$130,759. This would not get us a new street sweeper, but it would get us a good used one. Used street sweepers are difficult to come by, as it typically requires quick action if interested. If this funding is agreed to, we would like the Council to approve an amount not to exceed \$130,759 for the purchase. We would like to take our time and find the right street sweeper for us but when the right one presents itself, we would like to have the option to purchase.

**ALTERNATIVES:** Continue contracting the services out. Annually we budget \$20,000, but we will need to continue annual increases to that amount.

**FINANCIAL CONSIDERATIONS:** \$130,759. This would be a maximum, and we will try to find equipment below that amount.

**RECOMMENDATION:** Staff would recommend that Council approve the purchase of a street sweeper not to exceed \$130,759. This is a purchase we have wanted to make for a number of years; however, we have not had the funding to do so.

**ORDINANCE NO. 2021-1900**

**AN ORDINANCE AMENDING  
CHAPTER 69, PARKING REGULATIONS, SECTION 69.08, NO PARKING ZONES**

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**BE IT ORDAINED** by the City Council of the City of Polk City, Iowa, that:

**Section 1.** Chapter 69, of the Polk City Code of Ordinances; Parking Regulations, Section 69.08, No Parking Zones, is hereby amended by the following:

- a) adding sections #152, #153, #154:
  - #152 Edgewater Drive on the south side from Parker Boulevard to a point 150' east
  - #153 Bridgeview Street on the south side from Parker Boulevard to a point 150' west
  - #154 Ledgestone Court on the south and easterly sides from Boulder Pointe through the cul-de-sac
- b) deleting section #16, #51, #110, #114 and inserting the following:
  - #16 Roosevelt Street on the west side from Washington Street to Edgewater Drive
  - #51 Edgewater Drive on the north side beginning at 831 Edgewater Dr. to Parker Boulevard
  - #110 Bridgeview Street on the westerly side from Edgewater Street through the cul-de-sac
  - #114 Pelican Drive on the north and westerly side from Parker Boulevard through the cul-de-sac

**Section 2.** All Ordinances or parts of any Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

**Section 3.** This Ordinance shall be in full force after its passage, approval and publication as provided by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Jason Morse, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Coffin, City Clerk

First Reading:  
Second Reading:  
Third Reading:  
Date Adopted:  
Date of Publication by posting:



**Date** July 28, 2021

**To:** Chelsea Huisman  
City of Polk City  
P.O. Box 426  
Polk City, IA 50226-0426

## INVOICE SUMMARY - MAY SERVICES

Services from May 1, 2021 through May 31, 2021

### GENERAL ENGINEERING

<u>2021 General Engineering</u>	121.0001	\$ 406.00
<i>Work sessions, Council Meetings, P&amp;Z meeting, and coordination with staff re: agendas, resolutions, minutes.</i>		
<u>Building and Development issues:</u>	121.0001	\$ 2,951.00
<i>Meetings and coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects, and building</i>		
<u>Water Dept:</u>	121.0001	\$ -
-		
<u>Sanitary Sewer Dept:</u>	121.0001	\$ 203.00
<i>Research sanitary sewer service issues at 905 E. Southside Drive in Twelve Oaks Plat 1.</i>		
<u>Miscellaneous Projects:</u>	121.0001	\$ 6,511.75
<i>Projects include Covid-19 grant application for trail thru regional park, Storm Water Facilities annual inspections. Updates to street/address grid map.</i>		

<b>SUBTOTAL</b>		<b>\$ 10,071.75</b>
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### CAPITAL IMPROVEMENT PROJECTS

N. 3rd Street & Vista Lake Avenue Intersection Improvements	121.0455	\$ 26,423.00
W. Bridge Road Water Main	121.0378	\$ 3,882.70
Well #4 Repairs	121.025	\$ -
<b>SUBTOTAL</b>		<b>\$ 30,305.70</b>

### REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

117. E. Broadway Rezoning: Rezoning, Four PUD Master Plans	121.044	\$ 1,254.00
Big Creek Commons Plat 1: SWMP, Construction Drawings, Final Plat	121.0433	\$ 4,143.50
Bridgeview Plat 2: Construction Phase Services	119.0294	\$ 1,237.00
Edgewater Drive Extension (Lefkow): Construction Phase Services	120.0804	\$ 449.00
Four Seasons Polk City Plat 1: TIS, Const. Drawings & Admin, SWMP	121.0138	\$ 3,071.50
HyVee Dollar Fresh: Rezoning, Plat of Survey, Site Plan, TIS, SWMP	121.0436	\$ 5,648.75
Kwik Star: Construction Phase	119.0816	\$ 1,409.50
Lakewoods Plat 2: Construction Phase Services	119.1107	\$ 2,999.50
<b>SUBTOTAL</b>		<b>\$ 20,212.75</b>

<b>TOTAL</b>		<b>\$ 60,590.20</b>
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## Polk City Police Department

309 W Van Dorn St. P.O. Box 381

Polk City, Iowa 50226

Phone: 515-984-6565 Fax 515-984-6819 email: police@polkcityia.gov

**Service Integrity Respect Quality**

### Compliments and Concerns Form

This form can be used for citizens to offer an compliment to the department or make us aware of any concerns they may have had with an officer or staff. We appreciate you taking the time to let us know how we are doing. Thank you !

First Name: Janet  
Last Name: Klockenga  
Address: 802 SE Belmont Drive, Ankeny, IA 50021  
Email address: janetklock@yahoo.com  
Phone number: 515-954-9866

Alternative Phone number:

Incident type :

Compliment ☒

Concern ☐

Date: 7/28/21 Time:

Location:

Case number or Citation Number: ( If applicable)

Name of employee(s) involved: Sorry! I don't know the officer's name

#### Description:

Our family owes a big thank you to the officer who stopped near Big Creek Lake to help my dad, Don Saunders, on Wednesday, July 28. My dad had gone alone to the lake to swim, then his car broke down after he left the park. It was so very hot that day, and my dad does not use a cell phone. He is 88 and in good shape, but I wish he hadn't gone out that far alone in the heat.

My dad said the officer who helped him was very kind, and took him to a cooling station in Polk City, then called a tow truck for him. He got home safely not long afterwards.

I am so grateful to your officer for his compassion and professionalism (especially in 96-degree heat!) I plan to take a day off soon to take my dad to the beach.

Thank you so much!  
Janet Klockenga