### Agenda -Notice of Meeting

### Public Meeting participation in person or via phone Call in # 515-726-3598 Participant Code 535355

Public members can also provide comments\* directly to <a href="mailto:support@polkcityia.gov">support@polkcityia.gov</a>

Steve Karsjen | Mayor

Ron Anderson | Pro Tem

City Council Members: Jeff Walters | Dave Dvorak | Mandy Vogel | Rob Sarchet

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Agenda
- 4. Public Hearings
  - a. Proposed Maximum Property Tax Levy FY 22.23
    - i. Resolution 2022-23 approving FY 22.23 Maximum Property Tax Dollars
- 5. 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 <a href="mailto:jcoffin@polkcityia.gov">jcoffin@polkcityia.gov</a> include your name and address for the record, if you are calling in please include the phone number you will be calling in with. The Mayor will recognize you for five minutes of comment.
- 6. Consent Items
  - a. City Council Meeting Minutes for February 14, 2022
  - b. City Council Work Session Meeting Minutes for February 14, 2022
  - c. City Council and P&Z Commission joint Work Session Meeting Minutes for February 21, 2022
  - d. Receive and file P&Z Commission Meeting Minutes for February 21, 2022
  - e. Claims listing February 28, 2022
  - f. January 2022 Finance Report
  - g. Resolution 2022-24 Setting Date for Public Hearing on the proposed Budget for FY 22.23
  - h. Resolution 2022-25 Setting Date for Public Hearing on ACG Properties request to amend the C-1 Zoning Restrictions for 302 S. 2<sup>nd</sup> Street
  - i. Award the mowing and lawn care services contract to Total Quality Inc for FY 22.23 in the amount of \$94,441 based on 20 mows per year with auto renew option for up to four years
  - j. Receive and file the January 2022 Police Department Report
  - k. Receive and file the January 2022 Fire Department Report
  - 1. Resolution 2022-26 approving Lot Tie Agreement for Jared and Lindsey Foss
  - m. Budgeted purchase for a pallet of water meters in the amount of \$36,000

### 7. Business Items

- a. Resolution 2022-27 approving the Plat of Survey for 7722 NW 142<sup>nd</sup> Avenue
- b. 2<sup>nd</sup> Reading of Ordinance 2022-1200 rezoning portions of the Lillskau property located west of NW 44<sup>th</sup> Street
- c. Master Service Agreement with Snyder & Associates

### 8. Reports & Particulars

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

### 9. Adjournment

--next meeting date March 14, 2022



### City of Polk City, Iowa

City Council Agenda Communication

Date: February 28, 2022 City Council Meeting
 To: Mayor Steve Karsjen & City Council
 From: Chelsea Huisman, City Manager

Subject: Public Hearing & approval of Maximum Proposed Property Tax Levy

**BACKGROUND:** On Monday, the City Council will hold a public hearing for the Maximum Proposed Property tax levy, as required by State Code. The proposed operating property tax levy for FY22-23 is \$9.12582 per \$1,000 assessed, which is an increase of 13.5% from last year (\$8.69880 per \$1,000 assessed). A City's debt service levy is not included in the maximum property tax levy, so this is why this levy rate is used (City's overall levy minus the debt service levy).

If a City is expected to exceed 2% on an annual basis, the public hearing and resolution approval is required. Growth is not a factor that is considered in the equation, and Polk City is a growing community, with growing valuations, therefore an increase is not surprising. The City Council is also planning for a tax levy increase, which will help with future capital projects.

**ALTERNATIVES:** None

**FINANCIAL CONSIDERATIONS:** None; the Council is not approving the budget at the February 28, 2022, meeting, they are solely approving what the maximum property tax levy, excluding the debt service levy could be.

**RECOMMENDATION:** It is my recommendation that the Council approve the maximum property tax levy.

### **RESOLUTION NO. 2022-23**

### A RESOLUTION APPROVING FISCAL YEAR FY 22/23 MAXIMUM PROPERTY TAX DOLLARS

**WHEREAS**, the City Council of the City of Polk City has considered the proposed FY 22/23 city maximum property tax dollars for the affected levy total; and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on the city website and city Facebook page; and

**WHEREAS**, a public hearing concerning the proposed city maximum property tax dollars was held on February 28, 2022.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa, that the maximum property tax dollars for the affected tax levies for FY 21/22 shall not exceed the following total:

Total maximum levy for affected property tax levies – \$2,805,314

The Maximum Property Tax dollars required in the total maximum levy for affected property tax levies for FY 2022/2023 does represent greater than 102% of the Maximum Property Tax dollars requested for the current FY 2022/2023 but only due to the increase in taxable valuations.

PASSED AND APPROVED the 28th day February 2022.

A TEXTS OF	Steve Karsjen, Mayor	
ATTEST:		
Jenny Coffin, City Clerk		

# MEETING MINUTES The City of Polk City City Council Meeting 6:00 p.m. February 14, 2022 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., February 14. 2022. 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 Karsjen called the meeting to order at 6:00 p.m.
- 2. Roll Call | Walters, Dvorak, Anderson, Vogel, Sarchet | In attendance
- 3. *MOTION:* A motion was made by Walters and seconded by Dvorak to approve the agenda *MOTION CARRIED UNANIMOUSLY*
- **4. Swear In Ceremony** | City Clerk Coffin swore in Mayor Steve Karsjen and Mayor Karsjen swore in Council Member Mandy Vogel, and Council Member Jeff Walters.
- 5. Public Hearing
  - a. Mayor Karsjen opened the Public Hearing on Lillskau Rezoning Petition at 6:03 pm. City Clerk Coffin, said that the notice was published February 4, 2022, and no comments had been received for or against the proposed rezoning. Roger Silver, Nilles Associates, Inc provided an overview of the rezoning request on behalf of the developer John Larson. No one was present to be heard for or against the rezoning.

MOTION: A motion was made by Sarchet and seconded by Dvorak to close the public hearing at 6:19 pm.

### **MOTION CARRIED UNANIMOUSLY**

i. *MOTION*: A motion was made by Vogel and seconded by Sarchet to approve the First Reading of Ordinance 2022-1200

YES: Sarchet, Walters, Dvorak, Vogel NO: Anderson MOTION CARRIED

- 6. Public Comments | None
- 7. Consent Items
  - a. City Council Meeting Minutes for January 24, 2022
  - b. City Council Work Session Meeting Minutes for January 24, 2022
  - c. Receive and file Parks Commission Meeting Minutes for February 7, 2022
  - d. Claims listing February 14, 2022
  - e. Receive and file the January 2022 Water Department Report
  - f. Resolution 2022-15 approving the Final Plat for Forest Ridge Estates Plat 3
  - g. Twelve-month Class C Liquor License for Polk City Sports, LLC doing business as Polk City Pub located at 217 W. Broadway Street with Outdoor Services and Sunday Sales effective 2/14/2022
  - h. Twelve-month Class C Liquor License for The Polk City Post No. 232, The American Legion located at 114
     W. Broadway Street with Outdoor Services and Sunday Sales effective 2/14/2022
  - i. Resolution 2022-16 Setting Date for Public Hearing on Urban Renewal Plan Amendment
  - j. Acknowledge Library Resolution 2022-03L hiring Library Page, Claire Anderson and Lucas Bakken
  - k. Acknowledge Library Resolution 2022-02L setting page for Library Page, Madeline Bequeaith, Claire Anderson, and Lucas Bakken at \$9.50 per hour and Betty Peer at \$9.77 per hour
  - 1. Acknowledge Library Resolution 2022-04 accepting the donation of the After-Mouse Interactive Play Table
  - m. Receive and file the January 3, 2022 Library Board Meeting Minutes
  - n. Receive and file the January 2022 Library Director Report
  - o. Receive and file the January 2022 Parks & Recreation Department Report
  - p. Receive and file the 2021 Q4 Program Performance Report for Parks & Recreation
  - q. Creekview Estates Plat 2
    - i. Resolution 2022-17 accepting Public Improvements
    - ii. Resolution 2022-18 approving Final Plat including an Agreement to Complete
  - r. Resolution 2022-19 appointing Polk City's Representatives to Iowa Communities Assurance Pool

- s. Hy-Vee
  - i. Resolution 2022-20 approving revised Site Plan
  - ii. Resolution 2022-21 approving Construction Drawings for the Public Storm Sewer
  - iii. Resolution 2022-22 approving Constructing Drawings for S. 3rd Street Improvement project
- t. Acknowledge Lead Service Line Inventory letter
- u. Appoint Nicholas Wilkins to the Board of Adjustments term ending 12/31/2026
- v. FY 22.23 Budgeted Fire Department replacement purchases
  - i. 2 Stryker Cots in the amount of \$31,239.92
  - ii. 2 LifePak Cardiac Monitors in the amount of \$64,791.26
  - iii. 2021 Chevrolet Tahoe Command Vehicle and equipment in the amount of \$56,877.45
- w. FY 22.23 Budgeted Public Works Dump Truck and Equipment purchase in the amount of \$218,429

**MOTION:** A motion was made by Vogel and seconded by Walters to approve the consent agenda items **MOTION CARRIED UNANIMOUSLY** 

#### 8. Business Items

a. *MOTION:* A motion was made by Walters and seconded by Dvorak to approve the First Reading of Ordinance 2022-1100 amending Polk City Code of Ordinances Chapter 155, section 155.09 Fire Codes

### **MOTION CARRIED UNANIMOUSLY**

- MOTION: A motion was made by Dvorak and seconded by Sarchet to waive the Second and Third Reading of Ordinance 2022-1100 amending Polk city Coe of Ordinances Chapter 155, section 155.09 Fire Codes MOTION CARRIED UNANIMOUSLY
- b. *MOTION:* A motion was made by Sarchet and seconded by Dvorak to approve Amendment No. 1 to Engineering Services Agreement with Snyder & Associates in the amount of \$94,100 for the N 3<sup>rd</sup> Street & Vista Lake Ave Intersection Improvements Project

YES: Dvorak, Anderson, Vogel, Sarchet

ABSTAIN: Walters MOTION CARRIED

c. *MOTION:* A motion was made by Anderson and seconded by Vogel to approve Snyder & Associates Engineering Services Invoice for December Services in the amount of \$23,926.20

YES: Vogel, Sarchet, Dvorak, Anderson

ABSTAIN: Walters MOTION CARRIED

10. Adjournment

Jenny Coffin, City Clerk

- 9. Reports & Particulars | Mayor, Council, City Manager, Staff, Boards, and/or Commissions
  - Police Chief Siepker shared that he has been selected as one of the 40 participants to attend the FBI Command Leadership Course in May. Council congratulated him for this honor.
  - Council Member Walters thanked all involved with the Library Build-a-Bear event. Library Director Noack said 110 kids attended.
  - Mayor Karsjen said he was honored to be invited to speak at Cub Scout Pack 89 meeting to help them achieve the Building a Better World Adventure Badge. He also thanked his wife in the audience for her support of his role as Mayor and wished her a Happy Valentine's Day.
  - Fire Chief Mitchell reported that Deputy Chief Tyler Rommel resigned after 12 years of service to the Department. He also shared that he has been approved to be a grant reader for the Safer Grant in Maryland in March, and he hopes that it will help the City with grant writing in the future.

MOTION: A motion was made by Anderson and seconded MOTION CARRIED UNANIMOUSLY	a by voget to adjourn at 6:29 p.m.	
Next Meeting Date -February 28, 2022		
Attest	Steve Karsjen, Mayor	

# MEETING MINUTES The City of Polk City Work Session 5:00 p.m., Monday, February 14, 2022 City Hall Council Chambers

A Council Work Session was held on February 14, 2022 at 5:00 p.m. at the City Hall Council Chambers in Polk City, Iowa.

Mayor and City Council Members Present:	Staff Members Present:
Steve Karsjen   Mayor	Chelsea Huisman   City Manager
Ron Anderson   Pro Tem	Jenny Coffin   City Clerk/Treasurer
Jeff Walters   City Council Member	Jeremy Siepker   Police Chief
Dave Dvorak   City Council Member	Jamie Noack   Library Director
Mandy Vogel   City Council Member	Jim Mitchell   Fire Chief
Robert Sarchet   City Council Member	Jason Thraen   Parks & Recreation Director
	'

### Minutes

City Manager, Chelsea Huisman presented results of a salary survey study done on comparable cities throughout the State of Iowa. The general takeaway from the survey indicates that Polk City is generally competitive on pay. Huisman plans to complete a wage matrix, update job descriptions and grade employees for ranking and classification purposes with the assistance of the Department Heads.

Huisman asked for feedback on the proposed Budget. Council discussed equipment purchases, tax levies, and capital projects including facility needs.

Motion was made by Anderson and seconded	l by Vogel to Adjourn at 5:48 p.m.
	Steve Karsjen, Mayor
Jenny Coffin, City Clerk	

# MEETING MINUTES The City of Polk City Work Session 5:00 p.m., Monday, February 21, 2022 City Community Room

A Council Work Session was held jointly with the Planning & Zoning Commission on February 21, 2022 at 5:00 p.m. at the City Community Room in Polk City, Iowa.

	Staff Members Present:
Steve Karsjen   Mayor	Chelsea Huisman   City Manager
Ron Anderson   Pro Tem	Jenny Coffin   City Clerk/Treasurer
Jeff Walters   City Council Member	Brittany Kincart   Deputy City Clerk
Mandy Vogel   City Council Member (via Zoom)	Jeremy Siepker   Police Chief
Robert Sarchet   City Council Member	Kathleen Connor   City Engineering Representative
&Z Commission Members Present:	
Ron Hankins   P&Z Commission Member	
Krista Bowersox   P&Z Commission Member	
Deanna Triplett   P&Z Commission Member (via Zoom)	
Doug Sires   P&Z Commission Member (via Zoom)	
Justin Vogel   P&Z Commission Member (via Zoom)	
Amber Prignitz   P&Z Commission Member	
Members discussed thoughts on ideal locations to add add	ditional commorpial and industrial areas on the
Future Land Use Map in the Comprehensive Plan.  Huisman said a follow-up would be necessary to give Cit  Adjournment at 5:58 p.m.	
Huisman said a follow-up would be necessary to give Cit	

Jenny Coffin, City Clerk

# MEETING MINUTES The City of Polk City Planning and Zoning Commission 6:00 p.m., Monday, February 21, 2022

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on February 21, 2022, in the City Hall Council Chambers.

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 | Triplett called the meeting to order at 6:04 p.m.
- 2. Roll Call | Hankins, Triplett, Sires (via zoom), Bowersox, Vogel (via Zoom), Pringnitz | In attendance Ohlfest | Absent
- 3. Approval of Agenda

MOTION: A motion was made by Bowersox and seconded by Pringnitz to approve the agenda.

MOTION CARRIED UNANIMOUSLY

- 4. Public Comments | None
- 5. Approval of Meeting Minutes

**MOTION:** A motion was made by Hankins and seconded by Bowersox to approve P&Z Commission Meeting Minutes for January 17, 2022

MOTION CARRIED UNANIMOUSLY

6. Plat of Survey for 7722 NW 142<sup>nd</sup> Avenue

**MOTION:** A motion was made by Hankins and seconded by Pringnitz to recommend Council approve the Plat of Survey for 7722 NW 142<sup>nd</sup> Avenue subject to Engineering and Staff comments dated February 11, 2022

MOTION CARRIED UNANIMOUSLY

### 7. ACG Properties Rezoning Request to amend C-2 Zoning Restrictions

Mandy Torres, resident of 1905 Meadowlark Dr. in Polk City Iowa, and representative of ACG Properties located at 905 W. Bridge Road, Suite #2, Polk City Iowa provided an overview of their rezoning request and their reasoning for the request. Mike Bueltel, 213 Wood Street; John Boelkes 204 W Wood Street and Wendy Canova, 213 Wood Street expressed their concerns about the proposed use of this property. The Commission discussed the request and how best to move forward with a recommendation to Council

**MOTION:** A motion was made by Hankins and seconded by Sires to recommend Council approve the Rezoning request that removes the permitted use of a funeral home to only allow permitted use restricted to private clubs, lodges, youth centers, or veterans' organizations, except those holding a beer permit or liquor license subject to staff and engineering comments dated February 4, 2022 and additionally require a traffic study be completed prior to submittal of a Site Plan.

MOTION CARRIED UNANIMOUSLY

- 8. Reports & Particulars | None
- 9. Adjournment

MOTION: A motion was made by Bowersox and seconded by Pringnitz to adjourn at 6:51 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date - Monday, March 21, 2022

Attest:	
Jenny Coffin - City Clerk	

CLAIMS REPORT		
CITY OF POLK CITY	DATED	2/28/2022
VENDOR	REFERENCE	AMOUNT
ACCUJET LLC	LIFT STATION CLEANING	\$ 636.80
Adams Door Co of des Moines	REPLACE DOOR SPRINGS	\$ 1,491.50
AMAZON BUSINESS	PROGRAM SUPPLIES	\$ 328.15
ANKENY HARDWARE	PAINT SUPPLIES	\$ 19.48
ANKENY TOWING	TOW #24 TO SHOP	\$ 125.00
BAKER & TAYLOR	LIBRARY BOOKS	\$ 423.43
BASCOM TRUCK & AUTOMOTIVE	REPLACE AIR SYSTEM FOR DRYER	\$ 412.28
BOMGAARS	PUBLIC WORKS SUPPLIES	\$ 1,210.23
BRENDA HUMMEL-FOREMAN	RENTAL REFUND	\$ 90.00
BUSINESS PUBLICATIONS CORP	PUBLICATIONS	\$ 88.20
CANINE TACTICAL	K-9 TRAINING	\$ 200.00
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	\$ 43.74
CENTURY LINK	PHONE SERVICE	\$ 255.76
CITY LAUNDERING	FLOOR MAT SERVICE	\$ 167.84
CITY OF POLK CITY	UB ASSISTANCE - FEBRUARY 2022	\$ 742.07
CORE AND MAIN	COUPLERS FOR METER INSTALLS	\$ 4,725.00
Crystal Clear Water Co	PURCHASED WATER	\$ 53.70
DAVID MURCH	REFUND - ADULT SHUFFLEBOARD	\$ 20.00
Delta Dental	CITY DENTAL INSURANCE	\$ 1,179.78
DENNISON RACING TEES LLC	UNIFORMS	\$ 360.00
Des Moines Lock Service	DISPENSER DUPLICATE KEYS	\$ 12.50
DES MOINES STAMP MFG. CO.	STAMP	\$ 42.90
GABRIEL WILSON	GYM MEMBERSHIP REIMBURSEMENT	\$ 159.00
Gurnsey Electric Co	ELECTRICAL WORK	\$ 513.47
HEARTLAND FLAGPOLES	REPAIR FLAGPOLE	\$ 90.00
HQI HYDRAULICS	COUPLERS	\$ 399.52
I.C.A.P.	ADDED PROPERTY INSURANCE	\$ 199.00
Iowa Parks & Rec. Association	IOWA PARKS & REC SPRING CONFERENCE	\$ 255.00
KANSAS CITY LIFE INS. CO	CITY LIFE INSURANCE	\$ 1,048.00
KARL CHEVROLET	#22 LOF AND AIR FILTER	\$ 181.17
LINDE GAS & EQUIPMENT INC	OXYGEN	\$ 78.63
LOGAN CONTRACTORS SUPPLY	COLD PATCH SUPPLIES	\$ 686.00
MERCYONE NORTH PHARMACY	MEDICATION	\$ 184.62
METRO WASTE AUTHORITY	CONTRACT MANAGEMENT - JAN 2022	\$ 16,839.68
MICROMARKETING, LLC	BOOKS ON CD	\$ 33.99
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 14,217.56
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 129.87
NELSON AUTOMOTIVE	OIL CHANGE FOR M-3	\$ 46.82
PITNEY BOWES	POSTAGE METER RENTAL	\$ 926.40
Safety Kleen Systems Inc	RECYCLE WASTE OIL	\$ 630.78
SCHOLASTIC	BOOK CLUBS	\$ 409.20
STATE LIBRARY OF IOWA	POP YS CON REGISTRATION	\$ 150.00
STEW HANSEN	#24 FRONT AXLE BOOT	\$ 600.71

UNITED HEALTHCARE	HEALTH INSURANCE	\$ 30,885.57
UPHDM OCCUPATIONAL MEDICINE	PRE-EMPLOYMENT PHYSICAL - POEN	\$ 533.75
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 369.50
Accounts Payable Total		\$ 82,196.60
GENERAL		\$ 37,550.71
ROAD USE		\$ 5,943.63
L.M.I		\$ 742.07
WATER		\$ 13,004.63
SEWER		\$ 8,115.88
SOLID WASTE/RECYCLING		\$ 16,839.68
TOTAL FUNDS		\$ 82,196.60



# **Monthly Finance Report January 2022**

**Prepared By:** 

Jenny Coffin
City Clerk/Treasurer

GLRPTGRP 2/18/22 10:18 CITY OF POLK CITY Page 1 OPER: JEC TREASURER'S REPORT
CALENDAR 1/2022, FISCAL 7/2022
LAST REPORT

ACC0l	UNT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
001	GENERAL	3,709,934.12	105,511.40	274,283.16	.88	3,541,163.24
110	ROAD USE	246,754.80	62,827.30	32,872.38	2.64	276,712.36
111	I-JOBS	.00	.00	.00	.00	.00
121	LOCAL OPTION SALES TAX	665,458.03	82,369.80	.00	.00	747,827.83
125	TIF	446,157.63	413.07	.00	.00	446,570.70
135	L.M.I	1,076,451.96	.00	1,355.24	.00	1,075,096.72
167	PC COMM. LIB TRUST	13,874.34	.00	.00	.00	13,874.34
177	ASSET FORFEITURE	1,685.81	.00	.00	.00	1,685.81
200	DEBT SERVICE	220,543.96	744.95	.00	.00	221,288.91
301	CAPITAL IMPROVEMENTS	2,304,899.11	8,460.00	.00	.00	2,313,359.11
302	CAPITAL WATER PROJECT	615,941.60	.00	.00	.00	615,941.60
303	CAPITAL EQUIPMENT/VEHIO	105,000.00-	.00	36,924.75	.00	141,924.75-
304	FOUR SEASONS PUB IMPROV	3,000.00	6,000.00	.00	.00	9,000.00
600	WATER	1,579,191.43	98,452.99	70,098.72	2.64	1,607,548.34
610	SEWER	1,007,581.76	153,084.88	80,222.58	2.66	1,080,446.72
670	SOLID WASTE/RECYCLING	19,198.90	25,019.64	24,829.24	.00	19,389.30
740	STORM WATER UTILITY	2,987.98	7,760.09	.00	.00	10,748.07
920	ESCROW	.00	.00	.00	.00	.00
	Report Total	11,808,661.43	550,644.12	520,586.07	8.82	11,838,728.30

# BANK CASH REPORT

UND	BANK NAME GL NAME	DECEMBER CASH BALANCE	JANUARY RECEIPTS	JANUARY DISBURSMENTS	JANUARY CASH BALANCE	OUTSTANDING TRANSACTIONS	JAN BANK Balance
	Grinnell State Bank BK#1						
NK	Grinnell State Bank BK#1						7,074,062.76
)1	CHECKING - GENERAL	373,669.11-	102,803.70	275,013.01	545,878.42-	50,595.00	, ,
.0	CHECKING - ROAD USE	246,754.80	62,827.30	32,869.74	276,712.36	4,123.30	
1	CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
2	CHECKING - EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00		
1	CHECKING - LOCAL OPTION	665,458.03	82,369.80	0.00	747,827.83		
5	CHECKING - TIF	446,157.63	39,818.19	39,405.12	446,570.70		
5	CHECKING - L.M.I.	357,409.10	0.00	1,355.24	356,053.86	50.00	
7	CHECKING - PC COMM. LIB TRUST	13,874.34	0.00	0.00	13,874.34		
7	CHECKING - FORFEITURE	1,685.81	0.00	0.00	1,685.81		
0	CHECKING - DEBT SERVICE	220,543.96	744.95	0.00	221,288.91		
1	CHECKING - CAPITAL PROJECT	2,304,899.11	8,460.00	0.00	2,313,359.11		
2	CHECKING - CAPITAL WATER PROJ	615,941.60	0.00	0.00	615,941.60		
3	CHECKING - CAP EQUIP/VEHICLE	105,000.00-	0.00	36,924.75	141,924.75-	36,924.75	
4	CHECKING	3,000.00	6,000.00	0.00	9,000.00		
0	CHECKING - WATER UTILITY	1,579,190.43	111,317.95	83,078.60	1,607,429.78	12,576.16	
0		1,007,580.76	154,000.71	81,135.75	1,080,445.72	10,963.11	
0	CHECKING-SOLID WASTE/RECYCLING	19,198.90	25,062.43	81,135.75 24,872.03	19,389.30	16,864.80	
0	CHECKING	2,987.98	7,773.93	13.84	10,748.07		
0	CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
	PENDING CREDIT-CARD DEPOSITS					82,319.06	
	DEPOSITS					9,013.21	
	WITHDRAWALS					773.69	
	Grinnell State Bank TOTALS	7,006,013.34	601,178.96	574,668.08	7,032,524.22	41,538.54	7,074,062.7
	8/2022 Transaction cleared		entered in a f	uture period.			273.77
	1/31/2022 Calculated Statement	Balance					7,074,336.4
	LUANA SAV. BK MM BK#2						
NK	LUANA SAV. BK MM BK#2						3,261,119.53
1	Luana Savings Bank - M.M. Acco	2,540,001.70	2,075.97	0.00	2,542,077.67		
5	Luana Money Market Account	719,041.86	0.00	0.00	719,041.86		
	LUANA SAV. BK MM TOTALS	3,259,043.56	2,075.97	0.00	3,261,119.53	0.00	3,261,119.5
	GRINNELL STATE BK- C.D. BK#3						
NK	GRINNELL STATE BK- C.D. BK#3						1,084,567.2
)1	GRINNELL STATE BANK CD	0.00	0.00	0.00	0.00		1,007,507.2
, 1	DEPOSITS	0.00	0.00	0.00	0.00	1,366.85	
	TRANSFER-OUT					1,085,934.11-	
	INAISI LIC VVI					1,000,907.11	
	GRINNELL STATE BK- C.D. TOTALS	0.00	0.00	0.00	0.00	1,084,567.26	1,084,567.2
	CILIMELE SIMIL DR CIDI IVIALS	0100	0100	0100	0100	1,001,301120	1,001,00112

# BANK CASH REPORT

FUND	BANK NAME GL NAME	DECEMBER CASH BALANCE	JANUARY RECEIPTS	JANUARY DISBURSMENTS	JANUARY CASH BALANCE	OUTSTANDING TRANSACTIONS	JAN BANK Balance
	GRINNELL STATE BK-MM BK#4						
BANK 001	GRINNELL STATE BK-MM BK#4 SUPER MONEY MKT II	1,543,165.53	655.32	0.00	1,543,820.85		1,543,820.85
	GRINNELL STATE BK-MM TOTALS	1,543,165.53	655.32	0.00	1,543,820.85	0.00	1,543,820.85
	LUANA SAVINGS BANK CD BK#6						
BANK 001	LUANA SAVINGS BANK CD BK#6 LUANA BANK C.D1.85%	0.00	0.00	0.00	0.00		
	LUANA SAVINGS BANK CD TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
=====							
	TOTAL OF ALL BANKS	11,808,222.43	603,910.25	574,668.08	11,837,464.60	1,126,105.80	12,963,570.40

BKCASHRP 10.13.21 City of Polk City IA OPER: JEC

BUDGET REPORT CALENDAR 1/2022, FISCAL 7/2022

PC:	T O	FF	ISC/	ΔIΥ	TD	58.39	٨.
-			100	<b>~</b> L I	10	JU.J	, O

Page 1

ACCOUNT TITLE	TOTAL Budget	MTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED
GENERAL TOTAL	3,961,256.00	274,283.16	2,336,723.49	58.99	1,624,532.51
ROAD USE TOTAL	729,600.00	32,872.38	367,905.46	50.43	361,694.54
LOCAL OPTION SALES TAX TOTAL	672,299.00	.00	.00	.00	672,299.00
TIF TOTAL	698,450.00	.00	162,292.20	23.24	536,157.80
L.M.I TOTAL	595,880.00	1,355.24	406,370.22	68.20	189,509.78
PC COMM. LIB TRUST TOTAL	4,000.00	.00	.00	.00	4,000.00
DEBT SERVICE TOTAL	1,555,502.00	.00	1,061,547.77	68.24	493,954.23
CAPITAL IMPROVEMENTS TOTAL	2,369,975.00	.00	242,049.94	10.21	2,127,925.06
CAPITAL WATER PROJECT TOTAL	500,000.00	.00	43,136.46	8.63	456,863.54
CAPITAL EQUIPMENT/VEHICLE TOTA	285,241.00	36,924.75	141,924.75	49.76	143,316.25
WATER TOTAL	1,186,494.00	70,098.72	727,444.77	61.31	459,049.23
SEWER TOTAL	1,699,087.00	80,222.58	1,182,615.34	69.60	516,471.66
SOLID WASTE/RECYCLING TOTAL	283,500.00	24,829.24	181,335.85	63.96	102,164.15
STORM WATER UTILITY TOTAL	115,000.00	.00	135,598.32	117.91	20,598.32-
TOTAL EXPENSES BY FUND	======================================	520,586.07	<b></b> 6,988,944.57	<b>======</b> 47.69	7,667,339.43
	GENERAL TOTAL  ROAD USE TOTAL  LOCAL OPTION SALES TAX TOTAL  TIF TOTAL  L.M.I TOTAL  PC COMM. LIB TRUST TOTAL  CAPITAL IMPROVEMENTS TOTAL  CAPITAL WATER PROJECT TOTAL  CAPITAL EQUIPMENT/VEHICLE TOTA  WATER TOTAL  SEWER TOTAL  SOLID WASTE/RECYCLING TOTAL  STORM WATER UTILITY TOTAL	ACCOUNT TITLE BUDGET  GENERAL TOTAL 3,961,256.00  ROAD USE TOTAL 729,600.00  LOCAL OPTION SALES TAX TOTAL 672,299.00  TIF TOTAL 698,450.00  L.M.I TOTAL 595,880.00  PC COMM. LIB TRUST TOTAL 4,000.00  DEBT SERVICE TOTAL 1,555,502.00  CAPITAL IMPROVEMENTS TOTAL 2,369,975.00  CAPITAL WATER PROJECT TOTAL 500,000.00  CAPITAL EQUIPMENT/VEHICLE TOTA 285,241.00  WATER TOTAL 1,186,494.00  SEWER TOTAL 1,699,087.00  SOLID WASTE/RECYCLING TOTAL 283,500.00  STORM WATER UTILITY TOTAL 115,000.00	ACCOUNT TITLE BUDGET BALANCE  GENERAL TOTAL 3,961,256.00 274,283.16  ROAD USE TOTAL 729,600.00 32,872.38  LOCAL OPTION SALES TAX TOTAL 672,299.00 .00  TIF TOTAL 698,450.00 .00  L.M.I TOTAL 595,880.00 1,355.24  PC COMM. LIB TRUST TOTAL 4,000.00 .00  DEBT SERVICE TOTAL 1,555,502.00 .00  CAPITAL IMPROVEMENTS TOTAL 2,369,975.00 .00  CAPITAL WATER PROJECT TOTAL 500,000.00 .00  CAPITAL EQUIPMENT/VEHICLE TOTA 285,241.00 36,924.75  WATER TOTAL 1,186,494.00 70,098.72  SEMER TOTAL 1,699,087.00 80,222.58  SOLID WASTE/RECYCLING TOTAL 283,500.00 24,829.24  STORM WATER UTILITY TOTAL 115,000.00 .00	ACCOUNT TITLE BUDGET BALANCE BALANCE GENERAL TOTAL 3,961,256.00 274,283.16 2,336,723.49  ROAD USE TOTAL 729,600.00 32,872.38 367,905.46  LOCAL OPTION SALES TAX TOTAL 672,299.00 .00 .00  TIF TOTAL 698,450.00 .00 162,292.20  L.M.I TOTAL 595,880.00 1,355.24 406,370.22  PC COMM. LIB TRUST TOTAL 4,000.00 .00 .00  DEBT SERVICE TOTAL 1,555,502.00 .00 1,061,547.77  CAPITAL IMPROVEMENTS TOTAL 2,369,975.00 .00 242,049.94  CAPITAL WATER PROJECT TOTAL 500,000.00 .00 43,136.46  CAPITAL EQUIPMENT/VEHICLE TOTA 285,241.00 36,924.75 141,924.75  MATER TOTAL 1,186,494.00 70,098.72 727,444.77  SEWER TOTAL 1,699,087.00 80,222.58 1,182,615.34  SEWER TOTAL 283,500.00 24,829.24 181,335.85  STORM WATER UTILITY TOTAL 115,000.00 .00 135,598.32	ACCOUNT TITLE  BUDGET  BALANCE  BALANCE  EXPENDED  GENERAL TOTAL  3,961,256.00  274,283.16  2,336,723.49  58.99  ROAD USE TOTAL  729,600.00  32,872.38  367,905.46  50.43  LOCAL OPTION SALES TAX TOTAL  672,299.00  .00  .00  .00  .00  .00  TIF TOTAL  698,450.00  .00  162,292.20  23.24  L.M.I TOTAL  595,880.00  1,355.24  406,370.22  68.20  PC COMM. LIB TRUST TOTAL  4,000.00  .00  .00  .00  DEBT SERVICE TOTAL  1,555,502.00  .00  1,061,547.77  68.24  CAPITAL IMPROVEMENTS TOTAL  2,369,975.00  .00  242,049.94  10.21  CAPITAL EQUIPMENT/VEHICLE TOTA  285,241.00  36,924.75  141,924.75  49.76  MATER TOTAL  1,699,087.00  80,222.58  1,182,615.34  69.60  SOLID WASTE/RECYCLING TOTAL  283,500.00  24,829.24  181,335.85  63.96  STORM WATER UTILITY TOTAL  115,000.00  .00  135,598.32  117.91

### Page 1

BUDGET REPORT CALENDAR 1/2022, FISCAL 7/2022

CALENDAR 1/2022, FISC	AL 7/2022	PCT OF	FISCAL YTD 58.	.3%
TOTAL	MTD	VTD	DEDCENT	

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	MTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED
	POLICE TOTAL	1,114,956.00	91,083.43	703,218.25	63.07	411,737.75
	CIVIL DEFENSE TOTAL	16,500.00	3,641.16	4,299.67	26.06	12,200.33
	FIRE TOTAL	732,419.00	48,374.58	396,717.17	54.17	335,701.83
	BUILDING/HOUSING TOTAL	256,919.00	27,166.76	323,669.81	125.98	66,750.81-
	DOG CONTROL TOTAL	4,795.00	.00	3,038.30	63.36	1,756.70
	PUBLIC SAFETY TOTAL	2,125,589.00	170,265.93	1,430,943.20	67.32	694,645.80
	ROAD USE TOTAL	692,867.00	39,369.98	425,242.62	61.37	267,624.38
	STREET LIGHTING TOTAL	63,000.00	10,305.92	34,202.33	54.29	28,797.67
	PUBLIC WORKS TOTAL	755,867.00	49,675.90	459,444.95	60.78	296,422.05
	ENV.HEALTH SERVICES TOTAL	4,000.00	.00	2,001.52	50.04	1,998.48
	HEALTH & SOCIAL SERVICES TOTA	4,000.00	.00	2,001.52	50.04	1,998.48
	LIBRARY TOTAL	405,160.00	24,358.62	221,798.81	54.74	183,361.19
	PARKS TOTAL	355,952.00	17,679.36	176,023.72	49.45	179,928.28
	COMMUNITY CENTER TOTAL	20,863.00	212.57	10,709.87	51.33	10,153.13
	CULTURE & RECREATION TOTAL	781,975.00	42,250.55	408,532.40	52.24	373,442.60
	TIF/ECON DEV TOTAL	884,232.00	1,355.24	568,662.42	64.31	315,569.58
	COMMUNITY & ECONOMIC DEV TOTA	884,232.00	1,355.24	568,662.42	64.31	315,569.58
	MAYOR COUNCIL TOTAL	104,515.00	9,842.72	80,201.36	76.74	24,313.64
	POLICY ADMINISTRATION TOTAL	198,901.00	11,314.38	133,444.10	67.09	65,456.90
	ELECTIONS TOTAL	1,750.00	652.85	706.31	40.36	1,043.69
	CITY ATTORNEY TOTAL	60,500.00	.00	33,587.00	55.52	26,913.00
	CITY HALL TOTAL	91,850.00	7,625.46	35,266.00	38.40	56,584.00
	OTHER CITY GOVERNMENT TOTAL	168,800.00	15,527.75	120,502.11	71.39	48,297.89
	GENERAL GOVERNMENT TOTAL	626,316.00	44,963.16	403,706.88	64.46	222,609.12
	DEBT SERVICE TOTAL	1,555,502.00	.00	1,061,547.77	68.24	493,954.23
	DEBT SERVICE TOTAL	1,555,502.00	.00	1,061,547.77	68.24	493,954.23
	FIRE TOTAL	56,000.00	.00	.00	.00	56,000.00
	OTHER PUBLIC WORKS TOTAL	192,241.00	.00	105,000.00	54.62	87,241.00
	PARKS TOTAL	37,000.00	36,924.75	36,924.75	99.80	75.25
	CAPITAL IMPROVEMENT TOTAL	2,369,975.00	.00	242,049.94	10.21	2,127,925.06

### Page 2

# BUDGET REPORT CALENDAR 1/2022, FISCAL 7/2022

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	MTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED
	WATER UTILITY TOTAL	500,000.00	.00	43,136.46	8.63	456,863.54
	CAPITAL PROJECTS TOTAL	3,155,216.00	36,924.75	427,111.15	13.54	2,728,104.85
	WATER UTILITY TOTAL	1,085,034.00	70,098.72	727,444.77	67.04	357,589.23
	SEWER UTILITY TOTAL	1,635,754.00	80,222.58		72.30	453,138.66
	RECYCLING TOTAL STORM WATER TOTAL	283,500.00 115,000.00	24,829.24 .00	181,335.85 135,598.32	63.96 117.91	102,164.15 20,598.32-
	ENTERPRISE FUNDS TOTAL	3,119,288.00	175,150.54	2,226,994.28	71.39	892,293.72
	TRANSFER TOTAL	1,648,299.00	.00	.00	.00	1,648,299.00
	TRANSFER OUT TOTAL	1,648,299.00	.00	.00	.00	1,648,299.00
		=========			======	==========
	TOTAL EXPENSES	14,656,284.00	520,586.07	6,988,944.57	47.69	7,667,339.43
i		==========	==========	=========	======	=========

### Page 1

## REVENUE REPORT CALENDAR 1/2022, FISCAL 7/2022

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD Balance	YTD Balance	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,094,348.00	105,511.40	2,016,605.06	49.25	2,077,742.94
	ROAD USE TOTAL	729,600.00	62,827.30	405,698.02	 55.61	323,901.98
	LOCAL OPTION SALES TAX TOTAL	938,600.00	82,369.80	747,827.83	 79.67	190,772.17
	TIF TOTAL	673,450.00	413.07	345,774.22	51.34	327,675.78
	L.M.I TOTAL	75,218.00	.00	34,706.99	46.14	40,511.01
	DEBT SERVICE TOTAL	1,615,052.00	744.95	1,258,642.16	77.93	356,409.84
	CAPITAL IMPROVEMENTS TOTAL	2,725,272.00	8,460.00	2,339,981.04	85.86	385,290.96
	CAPITAL WATER PROJECT TOTAL	.00	.00	370,891.67	.00	370,891.67-
	CAPITAL EQUIPMENT/VEHICLE TOTA	374,800.00	.00	.00	.00	374,800.00
	FOUR SEASONS PUB IMPROVEM TOTA	.00	6,000.00	9,000.00	.00	9,000.00-
	WATER TOTAL	1,390,100.00	98,452.99	1,095,064.44	78.78	295,035.56
	SEWER TOTAL	1,737,000.00	153,084.88	1,079,378.62	62.14	657,621.38
	SOLID WASTE/RECYCLING TOTAL	283,500.00	25,019.64	171,258.12	60.41	112,241.88

Fri Feb 18, 2022 10:19 AM

## REVENUE REPORT CALENDAR 1/2022, FISCAL 7/2022

Page 2

PCT OF FISCAL YTD 58.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD Balance	YTD Balance	PERCENT RECVD	UNCOLLECTED
	STORM WATER UTILITY TOTAL	179,000.00	7,760.09	125,042.16	69.86	53,957.84
	TOTAL REVENUE BY FUND	======================================	======================================	9,999,870.33	====== 67.49	4,816,069.67
		==========	==========	=======================================		

GLRPTGRP 07/01/21 OPER: JEC

**CITY OF POLK CITY** 

Statement Writer: 00 Report Format: RFUND

# BALANCE SHEET CALENDAR 1/2022, FISCAL 7/2022

		MTD	YTD
ACCOUNT NUMBER	ACCOUNT TITLE	BALANCE	BALANCE
001-000-1110	CHECKING - GENERAL	171,502.17-	545,171.28-
001-000-1725	ACCUM.DEPR LIBRARY BLDG	.00	.00
001-000-1745	ACCUM.DEPR PWD EQUIPMENT	.00	.00
001-000-1755	ACCUM.DEPR POLICE	.00	.00
001-000-1756	ACCUM.DEPR FIRE DEPT.	.00	.00
001-000-1805	ACCUM.DEPR SIDEWALKS	.00	.00
	ACCUM.DEPR SIDEWALKS ACCUM.DEPR PARKER BLVD		
001-000-1806	CHECKING - ROAD USE	.00	.00
110-000-1110		29,957.56	276,712.36
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	82,369.80	747,827.83
125-000-1110	CHECKING - TIF	413.07	446,570.70
135-000-1110	CHECKING - L.M.I.	1,355.24-	356,053.86
167-000-1110	CHECKING - PC COMM. LIB TRUST	.00	13,874.34
177-000-1110	CHECKING - FORFEITURE	.00	1,685.81
200-000-1110	CHECKING - DEBT SERVICE	744.95	221,288.91
301-000-1110	CHECKING - CAPITAL PROJECT	8,460.00	2,313,359.11
302-000-1110	CHECKING - CAPITAL WATER PROJ	.00	615,941.60
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	36,924.75-	141,924.75-
304-000-1110	CHECKING	6,000.00	9,000.00
600-000-1110	CHECKING - WATER UTILITY	28,356.91	1,607,547.34
600-000-1110	ACCUM. DEPR WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	72,864.96	1,080,445.72
610-000-1805	ACCUM. DEPR SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	190.40	19,389.30
740-000-1110	CHECKING	7,760.09	10,748.07
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00.
	CHECKING TOTAL	27,335.58	7,033,348.92
600-000-1111	WAT.SINKING/CKG	.00	.00
610-000-1111	SEWER SINKING FUND	.00	.00
	WATER SINKING TOTAL	.00	.00
600-000-1112	WATER TRUST CHECKING	.00	.00
610-000-1112	SEW.IMPR.CHECKING		
010-000-1117	SEM. TIILK. CHECKTING	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1113	WAT.IMPR/CHECKING	.00	.00
610-000-1113	79 SANITARY SEWER DISTRICT		.00
010-000-1112		.00	.00
	CHECKING TOTAL	.00	.00
600-000-1115	Water Holding Account	.00	.00
	TOTAL	.00	.00

**CITY OF POLK CITY** 

# BALANCE SHEET CALENDAR 1/2022, FISCAL 7/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD Balance	YTD Balance
001-000-1120	LIBR.PETTY CASH	.00	35.00
600-000-1120	WATER PETTY CASH	.00	.00
	PETTY CASH TOTAL	.00	35.00
001-000-1121	GENERAL PETTY CASH	.00	100.00
	PETTY CASH TOTAL	.00	100.00
001-000-1122	PETTY CASH-POLICE	.00	300.00
	PETTY CASH-POLICE TOTAL	.00	300.00
001-000-1150	GENERAL RESERVE IPAIT A/C	.00	1.00
125-000-1150	TIF RESERVE IPAIT A/C	.00	.00
135-000-1150	LMI - IPAIT Account	.00	1.00
200-000-1150	DEBT/TIF/CHECKING	.00	.00
301-000-1150	TIF SPECIAL REVENUES	.00	.00
600-000-1150	WATER FUND IPAIT A/C	.00	1.00
610-000-1150	SEWER FUND IPAIT A/C	.00	1.00
	CHECKING TOTAL	.00	4.00
001-000-1151	GENERAL INVESTMENT	.00	.00
600-000-1151	WATER RESERVE INVESTMENT	.00	.00
610-000-1151	Sewer Fund CD	.00	.00
	SAVINGS TOTAL	.00	.00
600-000-1152	WATER TRUST INVESTMT.	.00	.00
	WATER TRUST INVESTMENT TOTAL	.00	.00
001-000-1160	SUPER MONEY MKT II	655.32	1,543,820.85
110-000-1160	SAVINGS	.00	.00
125-000-1160	SAVINGS	.00	.00
	SUPER MONEY MKT II TOTAL	655.32	1,543,820.85
001-000-1161	GRINNELL STATE BANK CD	.00	.00
610-000-1161	Polk County Bank CD	.00	.00.
	GRINNELL STATE BANK CD TOTAL	.00	.00

# BALANCE SHEET CALENDAR 1/2022, FISCAL 7/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD Balance	
001-000-1162	LUANA BANK C.D1.85%	.00	.00	
	TOTAL	.00	.00	
001-000-1163	Luana Savings Bank - M.M. Acco		2,542,077.67	
135-000-1163	Luana Money Market Account	.00	719,041.86	
500-000-1163	Luana Momey Market Account	.00	.00	
510-000-1163	Luana Money Market Account	.00	.00	
	LUANA MONEY MARKET TOTAL	2,075.97	3,261,119.53	
500-000-1220	ACCOUNTS RECEIVABLE	.00	.00	
510-000-1220	ACCOUNTS RECEIVABLE	.00	.00	
	TOTAL	.00	.00	
		=========	=========	
	TOTAL CASH	30,066.87	11,838,728.30	
		==========	==========	

### **RESOLUTION NO. 2022-24**

# A RESOLUTION SETTING A PUBLIC HEARING FOR THE PROPOSED FISCAL YEAR 22/23 BUDGET

**WHEREAS**, the State of Iowa law requires the City Council to set a time and place for a public hearing and publish a summary of the proposed annual budget; and

**WHEREAS**, the notice of public hearing is required to be published no less than 10 but not more than 20 days prior to the date of the hearing.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa, hereby orders a public hearing and notice thereof to be held on March 14, 2022 at 6:00 p.m. on the proposed FY 22/23 Budget.

PASSED AND APPROVED the 28th day February 2022.

	Steve Karsjen, Mayor
ATTEST:	
Jenny Coffin, City Clerk	

### NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: POLK CITY

The City Council will conduct a public hearing on the proposed Budget at: City Hall | Council Chambers Meeting Date: 3/14/2022 Meeting Time: 06:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <a href="https://dom.iowa.gov/local-gov-appeals">https://dom.iowa.gov/local-gov-appeals</a>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property

11.00000

The estimated tax levy rate per \$1000 valuation on Agricultural land is

3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number (515) 984-6233

City Clerk/Finance Officer's NAME Jenny Coffin

(515) 984-6233				Jenny Coffin
		Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,432,536	3,012,748	2,923,984
Less: Uncollected Property Taxes-Levy Year	2	0	0	(
Net Current Property Taxes	3	3,432,536	3,012,748	2,923,984
Delinquent Property Taxes	4	0	0	(
TIF Revenues	5	584,409	698,450	384,389
Other City Taxes	6	1,033,078	1,016,600	476,490
Licenses & Permits	7	479,499	207,450	403,944
Use of Money and Property	8	166,550	217,700	185,184
Intergovernmental	9	1,191,000	3,120,668	2,835,969
Charges for Fees & Service	10	4,471,400	3,901,850	4,051,630
Special Assessments	11	0	0	470
Miscellaneous	12	101,117	16,113	51,618
Other Financing Sources	13	2,775,750	976,062	(
Transfers In	14	1,662,278	1,648,299	587,345
Total Revenues and Other Sources	15	15,897,617	14,815,940	11,901,023
Expenditures & Other Financing Uses				
Public Safety	16	2,719,276	2,125,589	2,220,444
Public Works	17	615,518	755,867	538,172
Health and Social Services	18	2,000	4,000	14,584
Culture and Recreation	19	810,755	781,975	673,576
Community and Economic Development	20	416,009	884,232	548,619
General Government	21	550,185	626,316	1,607,218
Debt Service	22	932,930	1,555,502	531,978
Capital Projects	23	4,426,750	3,155,216	4,633,819
Total Government Activities Expenditures	24	10,473,423	9,888,697	10,768,410
Business Type / Enterprises	25	3,609,793	3,119,288	2,128,547
Total ALL Expenditures	26	14,083,216	13,007,985	12,896,957
Transfers Out	27	1,662,278	1,648,299	587,345
Total ALL Expenditures/Transfers Out	28	15,745,494	14,656,284	13,484,302
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	152,123	159,656	-1,583,279
Beginning Fund Balance July 1	30	8,989,974	8,830,318	10,413,597
Ending Fund Balance June 30	31	9,142,097	8,989,974	8,830,318

### **RESOLUTION NO. 2022-25**

# A RESOLUTION SETTING A PUBLIC HEARING ON THE PETITION TO AMEND ZONING RESTRICTIONS ON PROPERTY LOCATED AT 302 S. 2<sup>ND</sup> STREET

**BE IT RESOLVED,** that the City Council of the City of Polk City, Iowa, hereby orders a public hearing and notice thereof to be held on March 28, 2022 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa, on the proposal to amend zoning restrictions on the property located at 302 S. 2<sup>nd</sup> Street as such that the principal permitted use of the subject property is restricted to only allow private clubs, lodges, youth centers, or veterans organizations, except those holding a beer permit or liquor license; and legally described as:

<u>Legal Description for the Restricted Commercial Area including the adjacent</u> Public Road right of way for the area currently zoned to C-1(R):

LOTS 1 AND 2 IN BLOCK 17, IN THE TOWN OF POLK CITY, POLK COUNTY, IOWA

**AND** 

ALL OF THE 16.5 FOOT WIDE NORTH AND SOUTH ALLEY RUNNING IN A NORTHEASTERLY AND SOUTHWESTERLY DIRECTION IN THE CENTER OF BLOCK 17, TOWN OF POLK CITY (FORMERLY DESCRIBED AS POLK CITY ADDITION), NOW INCLUDED IN AND FORMING A PART OF THE TOWN OF POLK CITY, IOWA, EXCEPT THE EASTERLY 8.00 FEET OF A NORTHEAST AND SOUTHWEST ALLEY LYING ADJACENT TO LOT 4 IN BLOCK 17, THE EASTERLY 8.00 FEET OF SAID NORTHEAST TO SOUTHWEST ALLEY IN BLOCK 17 EXTENDED 8.00 FEET NORTHEAST OF THE NORTHEASTERLY LINE OF SAID LOT 4.

### **AND**

THE 16.5 FOOT WIDE ALLEY BETWEEN LOTS 1 AND 4 OF BLOCK 17, TOWN OF POLK CITY (FORMERLY DESCRIBED AS POLK CITY ADDITION), NOW INCLUDED IN AND FORMING A PART OF THE TOWN OF POLK CITY, POLK COUNTY, IOWA, EXCEPT THE SOUTHERLY 8.00 FEET OF A NORTHWEST TO SOUTHEAST ALLEY IN SAID BLOCK 17 LYING ADJACENT TO SAID LOT 4.

### **AND**

THE 16.5 FOOT WIDE EAST AND WEST ALLEY IN THE CENTER OF LOT 17, BETWEEN LOTS 2 AND 3 OF BLOCK 17, TOWN OF POLK CITY (FORMERLY DESCRIBED AS POLK CITY ADDITION), NOW INCLUDED IN AND FORMING A PART OF THE TOWN OF POLK CITY, IOWA.

**AND** 

THAT PART OF THE SOUTHEASTERLY HALF OF S 3RD STREET LYING SOUTHWESTERLY OF THE CENTERLINE OF W WOOD STREET AND NORTHEASTERLY OF THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY LINE OF LOT 3, BLOCK 17, TOWN OF POLK CITY, POLK COUNTY, IOWA

**AND** 

THAT PART OF THE NORTHWESTERLY HALF OF S 2ND STREET LYING SOUTHWESTERLY OF THE CENTERLINE OF W WOOD STREET AND NORTHEASTERLY OF THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 8.00 FEET OF THE VACATED ALLEY ADJACENT TO THE SOUTHWESTERLY LINE OF THE LOT 1, BLOCK 17, TOWN OF POLK CITY, POLK COUNTY, IOWA

**AND** 

THAT PART OF THE SOUTHWESTERLY HALF OF W WOOD STREET LYING SOUTHEASTERLY OF S 3RD STREET AND NORTHWESTERLY OF S 2ND STREET

CONTAINING 0.88 ACRES (38,406 SQUARE FEET).

The Clerk shall publish notice of such hearing at the time and in the manner required by law.

DATED this 28th day of February 2022.	
ATTEST:	Steve Karsjen, Mayor
Jenny Coffin, City Clerk	



### City of Polk City, Iowa

City Council Agenda Communication

**Date:** 02/24/2022

To: Mayor and Council

**From:** Mike Schulte and Jason Thraen

**Subject:** Lawn Care Services

**BACKGROUND:** As you are aware, Polk City's contract for mowing and turf care with Total Quality Inc. expired at the end of 2021. Knowing that Polk City would have to competitively quote these services Jason Thraen and I reviewed and updated the lawn care program to reflect all property owned by Polk City at this time. The low bid, with weed control and fertilizer (\$24,221) plus mowing (\$3,500 per mow) based on 20 mowings per year, was Total Quality Inc. at \$94,221.

In the contract Polk City has the option to extend these services for an additional four years if Polk City and Total Quality agree.

The other companies that sent proposals were:

Latitude 41 \$95,430 Sutter lawn \$104,769 TeBock's \$223,228

**ALTERNATIVES: N/A** 

FINANCIAL CONSIDERATIONS: \$94,441 Based on 20 Mows per year

**RECOMMENDATION:** We would recommend that Council approve the contract with Total Quality Inc. for lawn care services for the 2022 mowing season.

# Polk City Request for Proposal Mowing and Turf Fertilization/Weed Control

The City of Polk City will be accepting sealed proposals for mowing and turf fertilizer and weed control applications to designated properties within our city limits. There will be two packets, one for mowing and one for fertilizer/weed control applications. Each packet must be bid separately. RFP's must be received at Polk City City Hall on or before Friday February 18th, 2022 11:00 A.M.

Fertilizer and Weed Control bids will conform to the details as listed within the turf fertilizer and weed control program as follows;

### Requirements for the 3-step Turf Health program for all properties are as follows:

### 3 Step Turf Health Program

### **Early Spring**

17-0-4 with dimension @5lbs per 1000 sq feet (DRY) Mec Amine D when temperatures allows @ 1.5 oz per 1000 sq ft

### Late Spring

29-0-3 @ 3.5 lbs per 1000 sq ft (DRY) Spot treatment as needed of Mec Amine D @1.5 oz per 1000 sq ft

### Fall

20-3-5 @ 4.25 oz per 1000 sq ft (LIQUID) Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

### Requirements for the 5-step Turf Health program for all properties are as follows:

### 5 Step Turf Health Program

### Early Spring

17-0-4 with dimension @51bs per 1000 sq feet (DRY) Mec Amine D when temperatures allows @ 1.5 oz per 1000 sq ft

### **Spring**

20-3-5 @ 8.5 oz per 1000 sq ft (LIQUID) Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

### Late Spring

29-0-3 @ 3.5 lbs per 1000 sq ft (DRY) Spot treatment as needed of Mec Amine D @1.5 oz per 1000 sq ft

W

### Summer

29-0-3 @ 3.5lbs per 1000 sq ft

Spot treatment if needed of Solitaire @ .753oz per 1000 sq ft (LIQUID)

### Fall

20-3-5 @ 4.25 oz per 1000 sq ft (LIQUID)

Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

### The Sports Complex Requirements are as follows:

### 7 Step Premium Turf Health Program

### **Early Spring**

17-0-4 with dimension @5lbs per 1000 sq feet (DRY)

Mec Amine D when temperatures allows @ 1.5 oz per 1000 sq ft

### Spring

20-3-5 @ 8.5 oz per 1000 sq ft (LIQUID)

Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

### Late Spring

29-0-3 @ 3.5 lbs per 1000 sq ft (DRY)

Spot treatment as needed of Mec Amine D @1.5 oz per 1000 sq ft

### Summer

29-0-3 @ 3.5lbs per 1000 sq ft

Spot treatment if needed of Solitaire @ .753oz per 1000 sq ft (LIQUID)

### Early Fall

20-3-5 @ 4.25 oz per 1000 sq ft (LIQUID)

Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

### Fall

20-3-5 @ 4.25 oz per 1000 sq ft (LIQUID)

Mec Amine D @ 1.5 oz per 1000 sq ft (LIQUID)

### Late Fall

44-0-0 @ 31bs per 1000 sq ft (DRY)

Contractor quotes 24'22 for the entire season of the turf fertilization and weed control for the services and locations made part of this packet for contract. The City of Polk City reserves the right to extend the contract for a period of up to four additional years, so long as a formal agreement between the lawn care service provider and the City outlining extended duties and increases can be reached.



After each application, a detailed invoice must be turned into the City of Polk City. The invoice will include property location, date, type of service performed, and the amount due. No payment can be authorized without an invoice. Invoices must be turned in the first or third Monday of the month. The City of Polk City will make an effort to pay the invoice within four weeks.

The lawn care company *must* provide proof of insurance for the City of Polk City's records and name the City of Polk City as an additional insured. This will include \$1,000,000 general liability and workers' compensation as provided by law. Any damage to parked vehicles or to the property (buildings, curbs, trees, windows, siding, etc.) will be the responsibility of the lawn care company. Deadline for a repair is fifteen days after damage has occurred. Vendor and City will complete walk through prior to the first application of the season to determine any pre-existing damage.

Vendors based within Polk City's City limits may be given preference in the award of these contracts.

Vendors must be able to perform both the turf fertilization/weed control contract and the mowing contract.

Polk City reserves the right to award and accept the bids in which the City believes are in its best interest to do and to waive any and all technicalities.

### **CONTRACT PROVISIONS:**

All provisions of the attached Quote are herein incorporated as part of the contract.

Maps: The maps accompanying this quote/contract are hereby made a part of this contract.

Timeframe: All duties required must be completed within a four day consecutive period between 7:00 a.m. and 4:00 p.m. during weekdays.

Subcontractors: City of Polk City specifically requests that employers or the vendor and vendor's own equipment perform all fertilizer care. In the event that subcontractors are used, the vendor will be liable for all the contract specifications at all times. This includes contract violations or any damages caused by subcontractors.

Indemnification: The vendor will indemnify or reimburse the City of Polk City for any amount the City of Polk City is required to pay because a claim was made against the City of Polk City as result of the contractor's work, as well as for any legal costs associated with defending the City of Polk City against any claims. Both parties to this contract agree to indemnify and hold harmless the City of Polk City and any of its employees or agents.

Licenses and Permits: The Contractor must obtain all necessary licenses and permits for the work prior to beginning the work.

Compliance: The Contractor is required to comply with all Federal, State, and local laws, regulations, or codes that are applicable. This includes conforming to all IDLAS practices.

Termination: For any reason the contractor or the City of Polk City may terminate this agreement with 24 hours written notice at any time PRIOR to the beginning of the work week.

Notice: Written notice must be sent to the parties addresses listed below:

City of Polk City

P.O. Box 426, 112 Third Street

Polk City, Iowa 50226

Assignability: Neither party may assign its obligations under this agreement to any other person without the express written consent of the other party. The Contractor may not use subcontractors without the express written consent of the City of Polk City.

**Modification:** This agreement may not be modified in any way unless modification is written and signed by both parties.

Waiver: Waiver by one party of any breach of contract by the other party shall not act as a general waiver of future breaches.

Governing Law: This agreement shall be governed by the laws of the state of Iowa and any disputes generated form this agreement shall be pursued in Iowa in Polk County.

V

Severability: Should any clause of this agreement be deemed illegal or unenforceable that clause shall be severed from the rest of this agreement and the whole agreement will not be invalidated.

Entire Obligation: This agreement is complete and represents the entire agreement between the parties. The parties may not later, amend or modify it except by an instrument in writing executed by both parties. It includes all representations of every kind and nature made by either party to the other and shall be binding upon heirs, successors in interest and assigns of the parties hereto. It supersedes any prior agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date stated above.

City of Polk City

Total Quality, Inc. Fertilizer Service Company

02/17/2Z Date

Date

1st 24-hour contact and cell phone numb

515-371-4501

Mowing quotes will reflect two mowings per week at the Sports Complex and the Town Square and a single mowing per week of all other properties attached.

Requirements for the Mowing of R.O.W.s & Parks are as follows:

W

After each application, a detailed invoice must be turned into the City of Polk City. The invoice will include property location, date, type of service performed, and the amount due. No payment can be authorized without an invoice. Invoices must be turned in the first or third Monday of the month. The City of Polk City will make an effort to pay the invoice within four weeks.

The lawn care company *must* provide proof of insurance for the City of Polk City's records and name the City of Polk City as an additional insured. This will include \$1,000,000 general liability and workers' compensation as provided by law. Any damage to parked vehicles or to the property (buildings, curbs, trees, windows, siding, etc.) will be the responsibility of the lawn care company. Deadline for a repair is fifteen days after damage has occurred. Vendor and City will complete walk through prior to the first application of the season to determine any pre-existing damage.

Vendors based within Polk City's City limits may be given preference in the award of these contracts.

Vendors must be able to perform both the turf fertilization/weed control contract and the mowing contract.

Polk City reserves the right to award and accept the bids in which the City believes are in its best interest to do and to waive any and all technicalities.

### **CONTRACT PROVISIONS:**

All provisions of the attached Quote are herein incorporated as part of the contract.

Maps: The maps accompanying this quote/contract are hereby made a part of this contract.

Timeframe: All duties required must be completed within a four day consecutive period between 7:00 a.m. and 4:00 p.m. during weekdays.

Subcontractors: City of Polk City specifically requests that employers or the vendor and vendor's own equipment perform all fertilizer care. In the event that subcontractors are used, the vendor will be liable for all the contract specifications at all times. This includes contract violations or any damages caused by subcontractors.

Indemnification: The vendor will indemnify or reimburse the City of Polk City for any amount the City of Polk City is required to pay because a claim was made against the City of Polk City as result of the contractor's work, as well as for any legal costs associated with defending the City of Polk City against any claims. Both parties to this contract agree to indemnify and hold harmless the City of Polk City and any of its employees or agents.

Licenses and Permits: The Contractor must obtain all necessary licenses and permits for the work prior to beginning the work.

Compliance: The Contractor is required to comply with all Federal, State, and local laws, regulations, or codes that are applicable. This includes conforming to all IDLAS practices.

**Termination:** For any reason the contractor or the City of Polk City may terminate this agreement with 24 hours written notice at any time PRIOR to the beginning of the work week.

Notice: Written notice must be sent to the parties addresses listed below:

City of Polk City

P.O. Box 426, 112 Third Street

Polk City, Iowa 50226

Assignability: Neither party may assign its obligations under this agreement to any other person without the express written consent of the other party. The Contractor may not use subcontractors without the express written consent of the City of Polk City.

Modification: This agreement may not be modified in any way unless modification is written and signed by both parties.

Waiver: Waiver by one party of any breach of contract by the other party shall not act as a general waiver of future breaches.

Governing Law: This agreement shall be governed by the laws of the state of Iowa and any disputes generated form this agreement shall be pursued in Iowa in Polk County.

V

Severability: Should any clause of this agreement be deemed illegal or unenforceable that clause shall be severed from the rest of this agreement and the whole agreement will not be invalidated.

Entire Obligation: This agreement is complete and represents the entire agreement between the parties. The parties may not later, amend or modify it except by an instrument in writing executed by both parties. It includes all representations of every kind and nature made by either party to the other and shall be binding upon heirs, successors in interest and assigns of the parties hereto. It supersedes any prior agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date stated above.

City of Polk City

Total Quality, Inc.
Fertilizer Service Company

Date

1st 24-hour contact and cell phone number

515-371-4501

Mowing quotes will reflect two mowings per week at the Sports Complex and the Town Square and a single moving per week of all other properties attached.

Requirements for the Mowing of R.O.W.s & Parks are as follows:

- 1) Submit a copy of current insurance coverage (declaration sheet will do) Proposals that do not include this will not be considered
- 2) All acres in the R.O.W.s & Parks must be mowed on an "as needed basis" as determined by the City of Polk City but not to exceed one time per week except for the Sports Complex and the Town Square.
- 3) The successful contractor will have to work with the city's schedule on special events.
- 4) All turf areas shall be inspected and policed for litter and debris prior to each mowing. All litter and debris are to be removed and promptly disposed of by the contractor.
- 5) The turf shall be cut at a uniform height (no scalping or uneven cuts); mower blades shall be maintained in good condition and sharpened prior to each mow.
- 6) Trimming shall be performed with each mowing around all road signs, guard rails, mailboxes, trees, shrubs, poles and other obstacles paying special care not to damage trees, shrubs, and other items. The grass shall be trimmed in a uniform manner to best match the surrounding mowed area each time.
- 7) All parking lots, sidewalks, and playground equipment will be swept or blown free of clippings after each mow and trim.
- 8) All mowing and trimming shall be completed between Monday 7:00 A.M. and Friday 5:00 P.M. This is to maintain a good look for our city during the weekends. If alterations from this schedule are needed due to weather or unforeseen reasons, the company will consult the Public Works Director or the Park and Recreation Director for directions.

Contractor quotes 43'500 for each mowing as specified within this contract and maps as attached. The City of Polk City reserves the right to extend the contract for a period of up to four additional years, so long as a formal agreement between the lawn care service provider and the City out lining duties and increases can be reached.

After each mowing, a detailed invoice must be turned into the City of Polk City. The invoice will include property location, date, type of service performed, and the amount due per quote. No payment can be authorized without an invoice. Invoices must be turned in the first or third Monday of the month. The City of Polk City will make an effort to pay the invoice within four weeks.

The lawn care company *must* provide proof of insurance for the City of Polk City's records and name the City of Polk City as an additional insured. This will include \$1,000,000 general liability and workers' compensation as provided by law. Any damage to parked vehicles or to the property (buildings, curbs, trees, windows, siding, etc.) will be the responsibility of the lawn care company. Deadline for a repair is fifteen days after damage has occurred. Vendor and City will complete walk through prior to the first mowing of the season to determine any pre-existing damage.

Vendors based within Polk City's City limits may be given preference in the award of these contracts.

Vendors must be able to perform both the fertilization/weed control contract and the mowing contract.

Polk City reserves the right to award and accept the bid in which the City believes is in it's best interest to do and waive any and all technicalities.

V

### SPECIAL INFORMATION

Maps: The maps accompanying this quote/contract are hereby made a part of this contract.

Subcontractors: City of Polk City specifically requests that employers or the vendor and vendor's own equipment perform all lawn care. In the event that subcontractors are used, the vendor will be liable for all the contract specifications at all times. This includes contract violations or any damages caused by subcontractors.

Indemnification: The vendor will indemnify or reimburse the City of Polk City for any amount the City of Polk City is required to pay because a claim was made against the City of Polk City as result of the contractor's work, as well as for any legal costs associated with defending the City of Polk City against any claims. Both parties to this contract agree to indemnify and hold harmless the City of Polk City and any of its employees or agents.

Licenses and Permits: The Contractor must obtain all necessary licenses and permits for the work prior to beginning the work.

Compliance: The Contractor is required to comply with all Federal, State, and local laws, regulations, or codes that are applicable. This includes conforming to all IDLAS practices.

**Termination:** For any reason the contractor or the City of Polk City may terminate this agreement with 24 hours written notice at any time PRIOR to the beginning of the work week.

Notice: Written notice must be sent to the parties addresses listed below:

City of Polk City

P.O. Box 426, 112 Third Street

Polk City, Iowa 50226

Assignability: Neither party may assign its obligations under this agreement to any other person without the express written consent of the other party. The Contractor may not use subcontractors without the express written consent of the City of Polk City.

Modification: This agreement may not be modified in any way unless modification is written and signed by both parties.

Waiver: Waiver by one party of any breach of contract by the other party shall not act as a general waiver of future breaches.

Governing Law: This agreement shall be governed by the laws of the state of Iowa and any disputes generated form this agreement shall be pursued in Iowa in Polk County.

**Severability:** Should any clause of this agreement be deemed illegal or unenforceable that clause shall be severed from the rest of this agreement and the whole agreement will not be invalidated.

Entire Obligation: This agreement is complete and represents the entire agreement between the parties. The parties may not later, amend or modify it except by an instrument in writing executed by both parties. It includes all representations of every kind and nature made by either party to the other and shall be binding upon heirs, successors in interest and assigns of the parties hereto. It supersedes any prior agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date stated above.

City of Polk City	Lawn Care Service Company
Date	02/17/22 Date
	1st 24-hour contact and cell phone number
	515-371-4501

V



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such endorsement(s).													
PRODUCER CONTACT Jeff Cupp													
Cupp Insurance Inc.					PHONE (AIC, No. Ext): (515) 334-5286 FAX (AIC, No.): (515) 727-2201								
381	5 109th St Ste A				E-MAIL								
					ADDRESS:								
Urk	pandale IA 50322				INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Auto-Owners Insurance Co.								
INSL													
Tot	al Quality, Inc.				INSURER B:								
	arlie Husak				INSURER C:								
PO Box 101					INSURER D:								
						INSURER E :							
_	k City IA 50226 VERAGES CER	TICL	CATE	NUMBER.	INSURER F:								
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD													
C	INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS												
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSR LTR		INSR	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		S			
	GENERAL LIABILITY							EACH OCCURREN			000		
Α	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 1000		00			
	CLAIMS-MADE X OCCUR			39309382		04/01/21	04/01/2023	MED EXP (Any one	one person) \$ 5000				
								PERSONAL & ADV	INJURY	\$ 1000000			
								GENERAL AGGREG	REGATE \$ 2000		000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COM	MP/OP AGG \$ 2000		000		
	X POLICY PRO-									\$			
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	SLE LIMIT 1000000		000		
Α	ANY AUTO							BODILY INJURY (P	/ INJURY (Per person) \$				
	ALL OWNED X SCHEDULED AUTOS			4630938200		11/18/21	11/18/22		DILY INJURY (Per accident) \$				
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAG (Per accident)	RTY DAMAGE \$				
										\$			
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	ICE \$ 1000		000		
Α	X EXCESS LIAB CLAIMS-MADE			4771360600		04/01/21	04/01/23	AGGREGATE	\$ 1000		000		
	DED RETENTIONS									\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					04/01/21	04/01/23	WC STATU-	OTH-				
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		39887916				E.L. EACH ACCIDE	CCIDENT \$ 50000		00		
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	111.12						E.L. DISEASE - EA I	LL. DISEASE - EA EMPLOYEE \$ 50000		00		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	JCY LIMIT	\$ <b>5000</b> (	00		
											- 1		
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	Attach	ACORD 101, Additional Remarks	Schedu	le, if more space	is required)						
											- 1		
											1		
											- 1		
											- 1		
											- 1		
											- 1		
CERTIFICATE HOLDER CANCE							ANCELLATION						
City of Polk City								ESCRIBED POLIC					
112 3rd St								REOF, NOTICE	WILL B	E DEL	IVERED IN		
PO BOX 426					ACCORDANCE WITH THE POLICY PROVISIONS.								
Polk City, IA 50226						AUTHORIZED REPRESENTATIVE <jc></jc>							
						Teff Cupp							
		15/10 0-7/											

	*



## **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

To: Honorable Mayor and Council Members

From: Lieutenant Aswegan Date: February 9th, 2022

Re: January 2022 Monthly Report

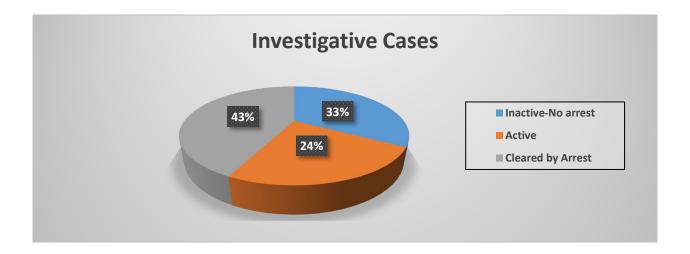
## **Calls for Service**

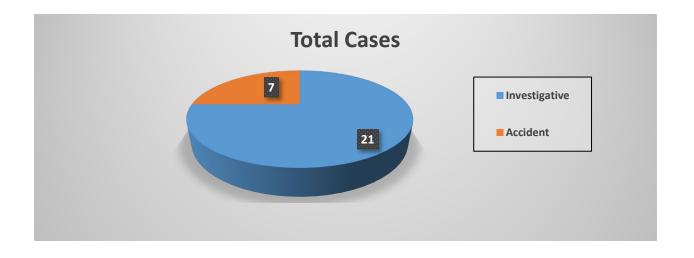
The total calls for service for the month of January were **433**. This includes response to citizen complaints/reports, assists, self-initiated activities such as traffic stops, building checks, suspicious persons, and case follow up. Among these calls for service Polk City Officers conducted **75** traffic stops.



## **Cases Made**

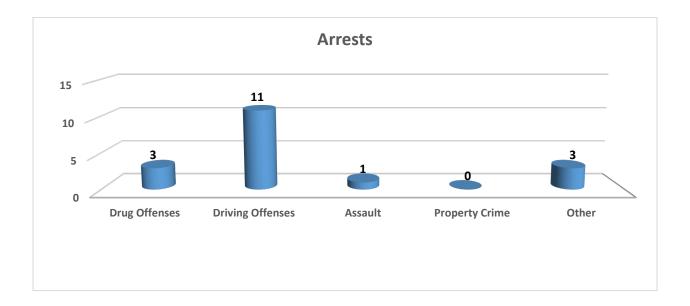
The Police Department had **28** total cases during the month of January. **21** of the cases were investigative incident reports and **7** were for traffic collisions. There are **5** active investigations from this month. There was a **64%** rate of cases cleared by arrest, for investigative cases in December.





## **Arrests Made**

The Police Department made **18** arrests and issued **29** citations and **61** warnings. The arrests consisted of **3** arrests for drug offenses, **11** arrests for driving offenses, **1** arrest for Assault, and **3** arrests for miscellaneous.



## **Notable Incidents**

On January 12<sup>th</sup> at about 8:30 pm Polk City Officers were dispatched to a domestic disturbance at 1140 S 5<sup>th</sup> Street, Polk City. An investigation revealed that a 23-year-old Polk City woman punched her mother in the face, causing an injury. The woman was arrested and charged with Domestic Abuse Causing Bodily Injury.

On January 20<sup>th</sup> at about 9:45 am, Polk City Officers were dispatched to the 300 block of Maple for a report of a motor vehicle crash. An investigation revealed that the driver of the vehicle was driving on Parker Blvd when he lost control of his vehicle causing the vehicle to leave the roadway and become embedded in the snow of a residential yard. The driver had fled the scene on foot prior to the arrival of officers. Officers were able to identify the driver as a 48-year-old Polk City man. Officers found the man at his residence and were able to determine he had been driving the vehicle while intoxicated. He was arrested and charged with OWI-1<sup>st</sup> Offense, Failure to Maintain Control and Open Container.

On January 30<sup>th</sup> at about 9:15 pm Polk City officers were dispatched to a motor vehicle collision in the 800 blk of South 3<sup>rd</sup> Street. An investigation revealed a motorist had lost control of their vehicle causing them to leave the road and become embedded in the snow of a residential yard. The driver fled the scene on foot but was located by the responding officer. The driver was identified as a 49-year-old Des Moines woman. She was found to be highly intoxicated. She was arrested and charged with OWI-1<sup>st</sup> Offense and Failure to Maintain Control.

## **Officer Training**

We were not able to send officers to external trainings in January; however, officers are continually given opportunities to take self-assigned online training courses through our various online training platforms. In January, Officers Untrauer and Delaney completed several of these courses. Topics included Drug Interdiction, Interview/Interrogation, Patrol Tactics, and Crime Scene Investigations.

## **In-Service Training**

In January, officers attended biennial CPR & AED recertification. Officers were trained by Polk City Fire Department Paramedic Matt Meinders.

## **Training Hours: 43**

Lamfers	4
Untrauer	4
Aicher	19
Siepker	4
Wilson	1
Aswegan	3
Delaney	8

## **Canine Program**

Officer Aicher and K9 Eudoris conducted 16 hours together in January. This includes a combination of training at Canine Tactical in Chariton, Iowa, and on-going training throughout the month. Training in January was focused on areas of narcotic detection, training for waterborne operations, and building searches.



Officer Aicher and K9 Eudoris were deployed one time in January. This deployment was to assist Ankeny Police Department with tracking burglary suspects who fled on foot. Eudoris was able to obtain a track on the suspect and lead officers towards the suspects. This resulted in the suspect being flushed into perimeter officers, who were able to take one suspect in custody. This deployment was done during extremely cold temperatures, tracking possible violent suspects, and through difficult urban terrain.

## Municipal Code Enforcement

In July 2021 the Police Department took over Municipal Code Enforcement to address most nuisance abatement and municipal infractions.

Violations include junk and junk vehicles, noise control, animal protection and control, solid waste control, dangerous buildings, trees, weeds, and off-street parking.

To report a possible code violation residents can go to the Police Department website and complete the Violation Complaint Form and submit via e-mail.

The Police Department addressed **2** Municipal Code infractions in the month of December.



## City of Polk City, Iowa

City Council Agenda Communication

Date: February 28, 2022

**To:** Mayor, City Council and City Manager

**From:** Jim Mitchell – Fire Chief

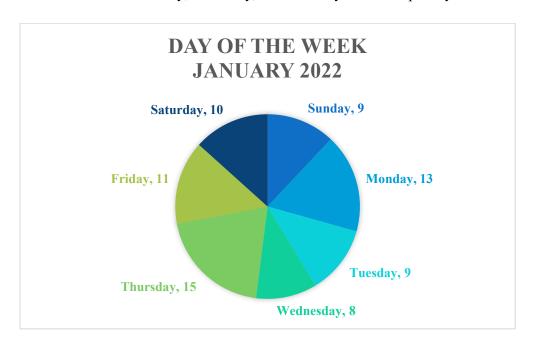
**Subject:** January 2022 Monthly Report

**BACKGROUND:** January was a busy month compared to past years in January. We had paramedic coverage 21 nights out of 31 with 10 shifts providing paramedic coverage from the full-time Firefighter/Paramedic. We had 2 Saturday nights with 2 people and 3 out of 5 Saturday nights with one person covering. 1 Saturday night without Paramedic coverage. There was 1 Friday night without Paramedic coverage. There were at least 3 people assigned to each Friday night shifts. We had 5 day shifts with only one person scheduled. We are planning to advertise for part-time positions. Also, the full-time person resigned effective February 27, 2022. So, we will also advertise for a full-time Firefighter/Paramedic.

We conducted 3 training classes during January. The first class was a review of the updated Standard Operating Guidelines review. We discussed current SOG's and possible revisions needed. The second class was airway management. The third class was continued quality improvement. Each member reviewed approximately 14 different Patient Care Reports and assured the response, on-scene and transport times were appropriate and that the provider followed protocol. We had a good turnout for each of the 3 classes.

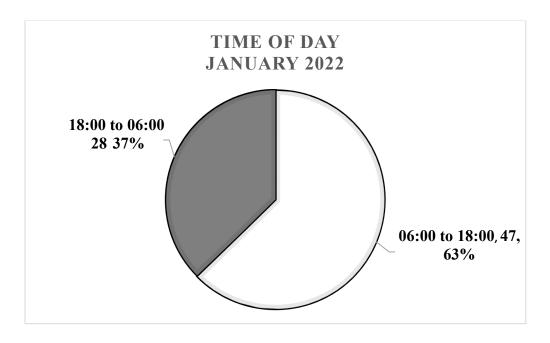


The busiest call volume day, in January, was Thursday at 15 calls per day:

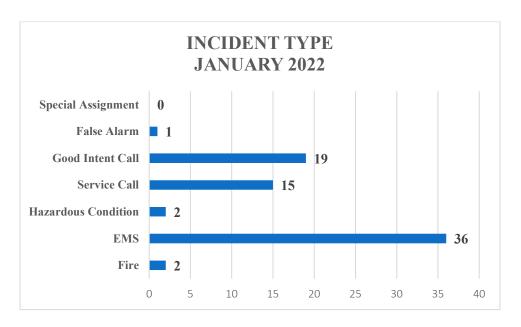


Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	<b>TOTAL</b>
9	13	9	8	15	11	10	75

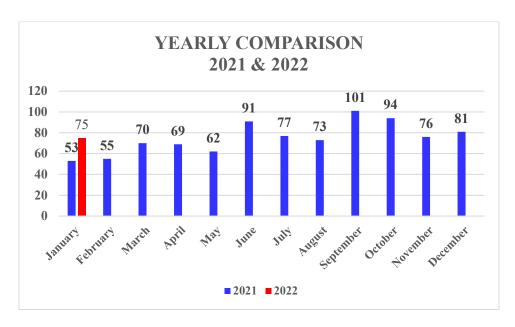
Most of our calls was during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM):



The "Incident Type" of calls was predominately EMS related with a total of 75 calls for service during the month of January:



As you can see, January 2022 had 22 more calls for service than January 2021.



The month of January 2022 was busier compared to 2021. It will be interesting to see the trend per month.

## **RESOLUTION NO. 2022-26**

# A RESOLUTION APPROVING THE RECORD OF LOT TIE AGREEMENT FOR JARED & LINDSAY FOSS

· · · · · · · · · · · · · · · · · · ·	(hereinafter "Owners") state that they are the owner fficial plat now included in and forming a part of the
, ,	City Attorney have reviewed the record of lot tie 31 of Bridgeview Plat 2 (see exhibit "A") and
	OLVED, the City Council of the City of Polk City, The City Engineer and the City Attorney and deems ent for Jared and Lindsey Foss
PASSED AND APPROVED the 28 <sup>th</sup>	day February 2022.
	Steve Karsjen, Mayor
ATTEST:	
Jenny Coffin, City Clerk	

## RECORD OF LOT TIE

RE: Lots 30 and 31 in Bridgeview Plat 2, an Official Plat now included in and forming a part of the City of Polk City, Polk County, Iowa.

WHEREAS, the City Council of Polk City approved a Final Plat for Bridgeview Plat 2, an official plat now included in and forming a part of the City of Polk City, Polk County, Iowa which created Lots 30 and 31 of said plat; and

WHEREAS, Jared Foss and Lindsey Foss (hereinafter referred to as "Owners") are the owners of said Lots 30 and 31; and

WHEREAS, it is the desire of the City of Polk City and Owner to permanently consolidate said Lots 30 and 31 into one parcel for the purpose of constructing one detached single-family residence on the combined parcel and to put on notice any future purchaser of the restrictions to be placed upon the properties.

NOW, THEREFORE, the following agreement is made:

Jared Foss and Lindsey Foss, owners of Lots 30 and 31 in Bridgeview Plat 2, an official plat now included in and forming a part of the City of Polk City, Polk County, Iowa, does hereby impose the following restrictions:

- 1. That Lot 31 in Bridgeview Plat 2 is now one part and parcel with Lot 32 in Bridgeview Plat 2 (hereinafter referred to as "Properties"): and
- That no portion of said Properties shall be transferred, sold, or conveyed independent
  of the remainder of the Properties, without the approval of the City Council, upon
  recommendation of the Planning and Zoning Commission, of the City of Polk City,
  Iowa.

This Agreement shall be subject to the following terms and conditions:

- 1. <u>AGREEMENT RUNS WITH LAND</u>. This Agreement shall be deemed to run with the land and shall be binding on Owners and on Owners' heirs, successors and assigns.
- APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has
  received the final approval and acceptance by the City Council of Polk City by
  Resolution which approval and acceptance shall be noted on this Agreement by the City
  Clerk.

Owners do HEREBY COVENANT with the City of Polk City that Owners hold said real estate described in this Agreement by title in fee simple; that Owners have good and lawful authority to convey the same; and said Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

SIGNED on this 28 of Fibrury 2022.

**Property Owner:** 

Jared Foss

Lindsey Foss

STATE OF IOWA, COUNTY OF POLK, ss:

On this 28 day of 100 day of 2022 before me, the undersigned, a Notary Public in and for the said State, personally appeared Jared Foss and Lindsey Foss to me known to be the persons named in and who executed the foregoing instrument to which is attached; and acknowledged that they executed the instrument as his voluntary act and deed.

ON PLANT

SUSAN PARRINO Commission Number 818870 My Commission Expires July 10, 2022

Notary Public in and for the State of Iowa



## City of Polk City, Iowa

City Council Agenda Communication

**Date**: 02/24/2022

**To:** Mayor & City Council

From: Mike Schulte

**Subject**: Bulk Water Meter Purchase

**BACKGROUND**: In the past the water and wastewater departments has purchased 20-30 water meters at a time throughout the year as they are needed. The last two times we have ordered meters, the ship dates have been extended to the point that we have nearly run out of meters before the next shipment. We are being told this will get worse as we move towards the summer. We looked at what we could do differently to ensure that we secure the meters that we need and found that we can buy bulk meters by the pallet.

Each pallet contains 144 meters. This number of meters would last approximately 8 months. The funds for these meters have already been budgeted and we would have purchased them in smaller amounts throughout the year, the only thing that is different is buying in bulk.

As another positive, we will save approximately \$15 per meter from buying in bulk. We will look at purchasing this way in the future.

The shipping date is estimated at 8 to 12 weeks. This would be the approximate time that we would expect our meter installs to start increasing due to construction.

**ALTERNATIVES:** Continue to purchase 20-30 meters at a time and take a risk that they will be in stock.

**FINANCIAL CONSIDERATIONS: \$36,000** 

**RECOMMENDATION**: I would recommend that Council approve purchasing one pallet of bulk meters to ensure we have adequate supply.



## PLAT OF SURVEY IN 2-MILE EXTRA-TERRITORIAL AREA

Date: February 11, 2022 Prepared by: Kathleen Connor Project: Harmon Plat of Survey Project No.: 122.0149.01

## **GENERAL INFORMATION:**

Applicant/Owner: Gary & Lois Harmon

Requested Action: Approval of P.O.S. for

Parcel 2021-220

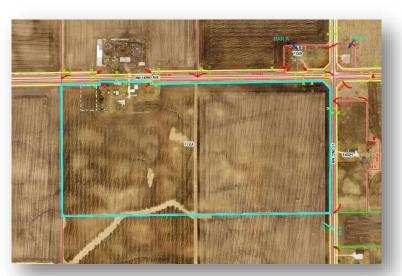
Survey Location: South of NW 142<sup>nd</sup> Ave,

west of NW 72<sup>nd</sup> Street

Parcel Size: 0.47 acres, net

Remnant Size: 74.62 acres, net

Current Zoning: Polk County – AG



## PROJECT DESCRIPTION:

On behalf of the applicant, Campbell Engineering & Surveying had prepared a Rural Survey for the Harmon's property highlighted in blue on the aerial photo. The property owners plan to split off a small lot, defined by the dashed line above, just west of the existing homestead for construction of a new home.

Polk County's zoning for this approximately 80-acre property is AG – Agricultural, 71.9 acres of which will be defined as permanent as open space based on current zoning. Since the proposed 0.47-acre parcel is smaller than the 10 acre minimum size in Polk City's A-1 zoning district, the city's equivalent zoning becomes R-1 Single Family residential for review purposes. The setbacks noted for the subject parcel exceed Polk City's R-1 requirements for lot size and width; including the increase requirements for properties where no water or sanitary sewer service are available.

NW 142 Street is designated as a collector street on the Major Streets Plan in Polk City's 2016 Comprehensive Plan. Given the existing 60' wide half right-of-way, for the south half of the street, there is no need to designate additional right-of-way on Parcel 2021-220. The property owner should be aware of possible future encroachment issues for certain structures following potential future annexation.

No more than one driveway will be permitted from N 142<sup>nd</sup> Avenue from the subject parcel.

Since the subject parcel is not currently located within the corporate limits of Polk City, a Petition and Waiver for sidewalks is not required at this time.

Polk City Code requires any parcel of land being divided into two or more parcels to be a subdivision. However, since there are no public improvements associated with this land division, we

recommend this requirement be waived, provided all review comments are addressed. However, the applicant should be aware that neither the subject parcel or the remnant parcel can be split again via a Plat of Survey; a Plat of Subdivision will be required.

## **REVIEW COMMENTS:**

Pursuant to our review of the Plat of Survey, we offer the following comments which should be addressed prior to this item being presented to P&Z for their recommendation regarding approval:

## **RECOMMENDATION:**

We recommend P&Z approval of the Plat of Survey for Parcel 2021-220 subject to the following:

- 1. P&Z recommendations, if any, shall be addressed prior to this item being placed on the Council agenda, including provision of the signed agreement.
- 2. Payment to the City Clerk for the Application Fee and Engineering Review Fees prior to Council action on this Plat of Survey.
- 3. Provision to the City Clerk of a signed copy of the Plat of Survey following approval by Polk County and recordation.

## **RESOLUTION NO. 2022-27**

## A RESOLUTION APPROVING A PLAT OF SURVEY FOR PARCEL NO. 2021-220

WHEREAS, Campbell Engineering & Surveying on behalf of Gary & Lois Harmon has submitted a Plat of Survey for an area of land to be known as Parcel No. 2021-220, located within 2 miles of the corporate limits of Polk City, Iowa; and

WHEREAS, the intent of this Survey is to split off a small lot for the construction of a new home;

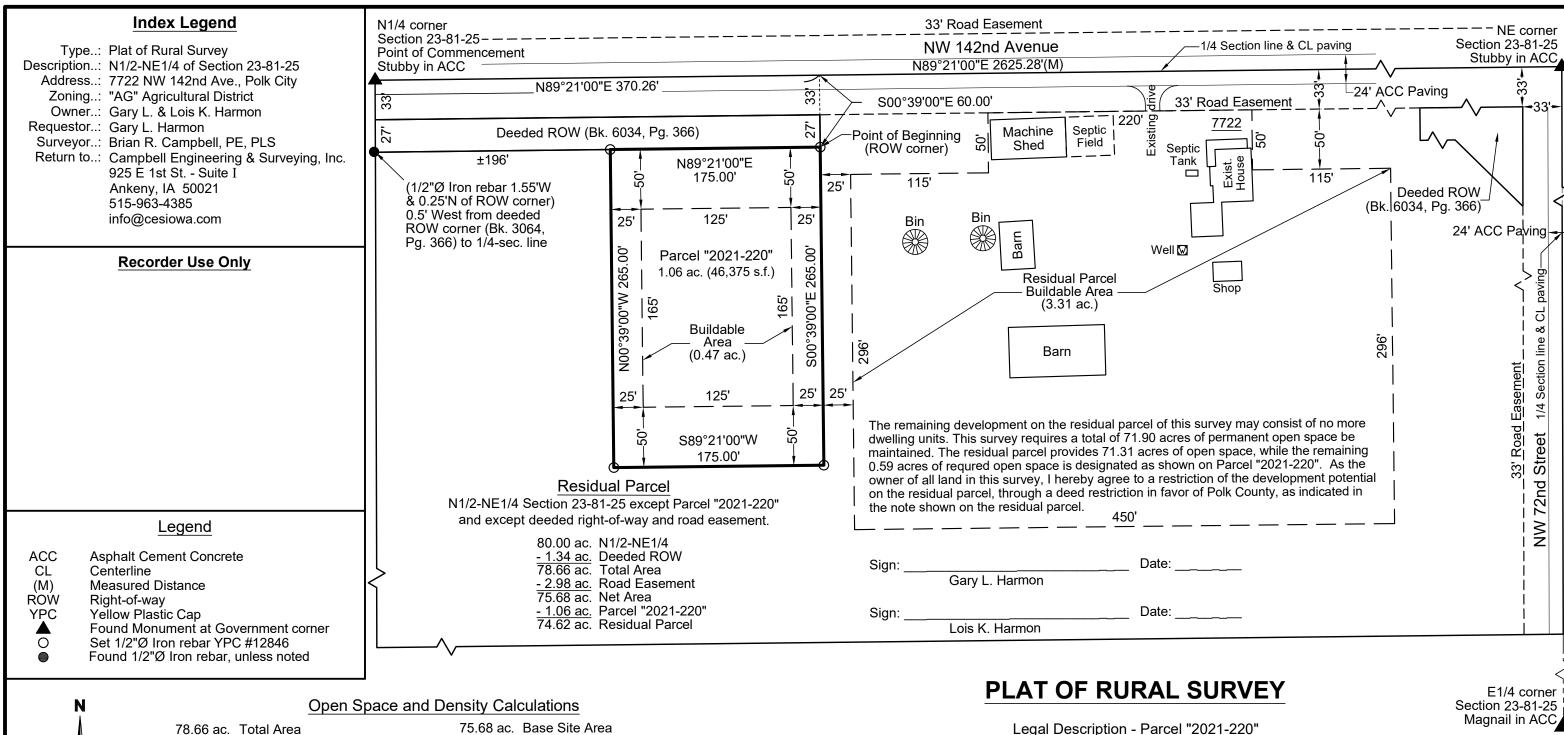
**WHEREAS**, the Polk City Planning and Zoning Commission reviewed this Plat of Survey and recommended its approval at their meeting on February 21, 2022; and

**WHEREAS**, the City Attorney and City Engineer have reviewed the Plat of Survey and recommend approval of same.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa, hereby approves the Plat of Survey for Parcel No. 2021-220.

PASSED AND APPROVED the 28 day of February 2022.

ATTEST:	Steve Karsjen, Mayor	
Lucia Caffin Cita Clada		
Jenny Coffin, City Clerk		



Graphic Scale 40' 80' 1" = 80'

- 2.98 ac. Total Road Easement 75.68 ac. Base Site Area - 1.06 ac. Parcel "2021-220" (Net) 74.62 ac. Residual Parcel (Net)

75.68 ac. Base Site Area x 0.95 Open Space Ratio 71.90 ac. Minimum Total Open Space - 0.59 ac. Parcel "2021-220" Open Space - 71.90 ac. Minimum Total Open Space 3.78 ac. Net Buildable Area

0.47 ac. Parcel "2021-220" Buildable Area 3.31 ac. Residual Parcel Buildable Area

75.68 ac. Base Site Area Max. Gross Density District Density Yield 2.19

2 units Maximum Yield

Part of the North half of the Northeast Quarter (N1/2-NE1/4) of Section 23, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, and more particularly described as Commencing at the North Quarter (N1/4) corner of said Section 23; thence N89°21'00"E, 370.26 feet along the North line of said NE1/4; thence S00°39'00"E, 60.00 feet to the Point of Beginning, said point being a right-of-way corner on the South right-of-way line 60.0 feet perpendicularly distant from said North line of the NE1/4 as described in the deed recorded in Book 6034, Page 366 of the Polk County Recorder; thence continuing S00°39'00"E, 265.00

feet; thence S89°21'00"W, 175.00 feet; thence N00°39'00"W, 265.00 feet to said South right of way line; thence N89°21'00"E, 175.00 feet to the Point of Beginning and containing 1.06 acres (46,375 square feet).

71.31 ac. Residual Parcel Open Space

# Campbell Engineering & Surveying

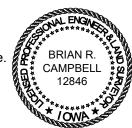
925 E | st St., Suite | Ankeny, lowa 50021

Phone..: (515) 963-4385 E-mail.: info@cesiowa.com

	FIELD WORK.:BC/CC	10/29/2021	PROJECT #.: GLH	12101
7	DRAWN BY: CGC	11/02/2021	FILE # RS2	2102
	REVISED BY: BRC	12/29/2021	SCALE	SHEET
	REVISED BY: BRC	1/21/2022	VERT:	1
	REVISED BY: BRC	2/8/2022		
	REVISED BY:		HORIZ.:1"=80'	التان

## NOTES:

- 1. There shall be no more than one driveway off NW 142nd Ave. for new Parcel "2021-220".
- 2. Further subdivision of Parcel "2021-220" and/or the residual parcel shall require approval of a Plat of Subdivison.
- 3. Parcel "2021-220" will connect to the existing Des Moines Water Works water main for water service.



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

Signed:

Brian R. Campbell, P.E., P.L.S.

Date....: License Number: 12846

\*My license renewal date is December 31, 2023.

### **ORDINANCE NO. 2022-1200**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA, BY REZONING PORTIONS OF THE LILLSKAU PROPERTY LOCATED WEST OF NW 44TH STREET, POLK CITY, IOWA TO INCLUDE 0.19 ACRES FROM ZONING CLASSIFICATION OF R-2A TOWNHOME RESIDENTIAL DISTRICT TO C-2 COMMERCIAL DISTRICT AND 4.13 ACRES FROM3 C-2 COMMERCIAL DISTRICT AND R-1 SINGLE FAMILY DETACHED RESIDENTIAL TO R-2, TOWNHOME RESIDENTIAL DISTRICT

**WHEREAS**, on the 17<sup>th</sup> day of January 2022, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the property legally described as:

THAT PART OF OUTLOT X, WHITE PINE PRAIRIE PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK CITY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, SAID WHITE PINE PRAIRIE PLAT 1; THENCE NORTH 00 DEGREES 10 MINUTES EAST, A DISTANCE OF 384 FEET; THENCE NORTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 731 FEET;

THENCE NORTHWESTERLY 284 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 700 FEET, A DELTA ANGLE OF 23 DEGREES 15 MINUTES AND A CHORD DISTANCE OF 282 FEET WHICH BEARS NORTH 78 DEGREES 12 MINUTES WEST, TO THE POINT OF BEGINNING; THENCE SOUTH 40 DEGREES 02 MINUTES WEST, A DISTANCE OF 77 FEET; THENCE NORTHWESTERLY 114 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 570 FEET, A DELTA ANGLE OF 11 DEGREES 26 MINUTES AND A CHORD DISTANCE OF 114 FEET WHICH BEARS NORTH 44 DEGREES 15 MINUTES WEST; THENCE NORTHWESTERLY 48 FEET ALONG A REVERSE CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 280FEET, A DELTA ANGLE OF 09 DEGREES 55 MINUTES AND A CHORD DISTANCE OF 48 FEET WHICH BEARS NORTH 43 DEGREES 29 MINUTES WEST: THENCE NORTH 41 DEGREES 33 MINUTES EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 25 FEET; THENCE SOUTHEASTERLY 68 FEET ALONG A CURVE TO THE RIGHT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 600 FEET, A DELTA ANGLE OF 06 DEGREES 30 MINUTES AND A CHORD DISTANCE OF 68 FEET WHICH BEARS SOUTH 61 DEGREES 57 MINUTES EAST: THENCE SOUTHEASTERLY 96 FEET ALONG A REVERSE CURVE TO THE LEFT. TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 700 FEET, A DELTA ANGLE OF 07 DEGREES 53 MINUTES AND A CHORD DISTANCE OF 96 FEET WHICH BEARS SOUTH 62 DEGREES 38 MINUTES EAST, TO THE POINT OF BEGINNING.

CONTAINING 0.19 ACRES MORE OR LESS; AND

be considered for rezoning from zoning classification of R-2A Townhome Residential District to C-2 Commercial District; and

**WHEREAS**, on the 17<sup>th</sup> day of January 2022, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the properties legally described as:

THAT PART OF OUTLOT X, WHITE PINE PRAIRIE PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK CITY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, SAID WHITE PINE PRAIRIE PLAT 1; THENCE NORTH 00 DEGREES 10 MINUTES EAST, A DISTANCE OF 384 FEET; THENCE NORTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 691 FEET, TO THE 1ST POINT OF BEGINNING; THENCE NORTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 40 FEET; THENCE NORTHWESTERLY 284 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 700 FEET, A DELTA ANGLE OF 23 DEGREES 15 MINUTES AND A CHORD DISTANCE OF 282 FEET WHICH BEARS NORTH 78 DEGREES 12 MINUTES WEST; THENCE NORTH 40 DEGREES 02 MINUTES EAST, NOT

TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 58 FEET; THENCE SOUTHEASTERLY 303 FEET ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 435 FEET, A DELTA ANGLE OF 39 DEGREES 52 MINUTES AND A CHORD DISTANCE OF 297 FEET WHICH BEARS SOUTH 69 DEGREES 54 MINUTES EAST, TO SAID POINT OF BEGINNING.

#### AND

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, SAID WHITE PINE PRAIRIE PLAT 1; THENCE NORTH 00 DEGREES 10 MINUTES EAST, A DISTANCE OF 49 FEET, TO THE 2ND POINT OF BEGINNING; THENCE NORTH 89 DEGREES 50 MINUTES WEST, A DISTANCE OF 691 FEET; THENCE NORTHWESTERLY 573 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 770 FEET, A DELTA ANGLE OF 42 DEGREES 40 MINUTES AND A CHORD DISTANCE OF 560 FEET WHICH BEARS NORTH 68 DEGREES 30 MINUTES WEST; THENCE SOUTH 89 DEGREES 25 MINUTES 43 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 173 FEET; THENCE SOUTH 82 DEGREES 50 MINUTES EAST, A DISTANCE OF 280 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES EAST, A DISTANCE OF 763 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES WEST, A DISTANCE OF 169 FEET, TO SAID POINT OF BEGINNING.

CONTAINING 4.32 ACRES MORE OR LESS, INCLUDING 0.19 ACRES OF ROAD RIGHT-OF-WAY.

be considered for rezoning from zoning classification of C-2 Commercial District and R-1 Single Family detached Residential to R-2A Townhome Residential District; and

**WHEREAS**, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

## NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POLK CITY, IOWA:

- **Section 1:** That the Municipal Code of the City of Polk City, Iowa, be and is hereby amended by rezoning the 0.19-acre property described above zoning classification of R-2A Townhome Residential District to C-2 Commercial District.
- **Section 2:** That the Municipal Code of the City of Polk City, Iowa, be and is hereby amended by rezoning the 4.32-acre properties described above from zoning classification of C-2 Commercial District and R-1 Single Family detached Residential to R-2A Townhome Residential District.
- **Section 3:** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- **Section 4:** This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED this	of	2022.	
	_		
	S	Steve Karsjen, Mayor	
ATTEST:			
		First Reading:	
January Coffin City Clark		Second Reading:	
Jenny Coffin, City Clerk		Third Reading:	
		Date of Publication by posting	g



## City of Polk City, Iowa

City Council Agenda Communication

Date: February 28, 2022 City Council Meeting
 To: Mayor Steve Karsjen & City Council
 From: Chelsea Huisman, City Manager

**Subject:** Master Services Agreement with Snyder & Associates

**BACKGROUND:** For the Council's consideration on Monday is a Master Service agreement with Snyder & Associates regarding City engineering services. This agreement outlines only basic engineering services; all special projects completed with Snyder & Associates would be approved through separate agreements approved by the City Council.

Having an agreement with a 3<sup>rd</sup> party engineering firm is a common agreement amongst other communities. I have requested that Snyder prepare and provide an agreement, which would assist and help in budget preparations. The agreement would help us better budget for engineering services. It also references that all work with Snyder needs to be approved through a work order. I will be limiting the number of people that can sign off on work orders for engineering services to ensure that the City is practicing good financial oversight, and also so that we can consistently know how many hours we will be billed throughout the month from Snyder & Associates.

The main highlight of the agreement is that it specifies that Snyder & Associates will bill us for hours that work is completed, however, will offer a reduced rate of \$100 per hour for the first 50 hours in a given month. We have reviewed the past Snyder invoices, and 50 hours per month would be sufficient a majority of the time. Without this agreement in place, Snyder is billing us the billable hour rate per each employee that does work on behalf of Polk City. There is the potential of a cost savings by adopting the Master Services Agreement.

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

**FINANCIAL CONSIDERATIONS:** The financial considerations for this agreement would be beneficial to the City. The agreement would provide a cost savings to the city for billable hours, up to 50 hours per month.

**RECOMMENDATION:** It is my recommendation that the Council approve the Master Services Agreement with Snyder & Associates.



## PROFESSIONAL SERVICES MASTER AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF POLK CITY, a municipal corporation in the State of Iowa, hereinafter referred to as "CITY" and SNYDER & ASSOCIATES, Inc., an Iowa corporation, hereinafter referred to as "CONSULTANT".

**WHEREAS**, the CITY is in need of a qualified firm to serve as City Engineer and provide professional consulting, planning, engineering, mapping, construction administration, construction observation, and/or surveying services from time to time; and

**WHEREAS**, the CITY desires such professional consulting services as requested by the City to be invoiced in a predictable manner; and

WHEREAS, the CONSULTANT is willing to provide such services as set forth below.

**NOW THEREFORE,** in consideration of the mutual covenants and agreements herein contained, the parties agree to the following general terms and conditions:

- 1. **CONTRACT DOCUMENTS.** The Contract Documents include: this Master Agreement and the numbered Work Order(s) that shall each require written authorization by the City Manager or City Council prior to commencement of the services contained in said Work Order.
  - 1.1. A sample Work Order form is attached as Exhibit 'C'.
- SERVICES TO BE PERFORMED. This Agreement anticipates City Engineering services to be provided as one of the following types: General Engineering (on-call) services, Work Order services, or Development Review Services. Each type of service is further described below. General Engineering Services do not include conceptual design, preliminary and/or final design, plans and specifications for public improvements projects.
  - 2.1. GENERAL ENGINEERING (ON-CALL) SERVICES. This Agreement recognizes it is not always possible to predict the scope of all on-call services in advance of their need. The following list of services is intended to be a guideline for the types of services that may be provided on an on-call basis:
    - 2.1.1.Meetings. Attendance of Council Meetings, Planning & Zoning Commission Meetings, work sessions, Engineering/Development meetings, and meetings with developers, other governmental entities, and property owners at the request of the City Manager.
    - 2.1.2.Building & Development. Coordinate with city staff, including City Attorney and Building Inspector, on general building and development issues. Research and respond to various pre-application questions from developers, potential developers, developers' engineers, and realtors regarding building and/or development issues related to zoning, site plans, subdivisions, comprehensive plan parkland dedication, development review schedule and approval process.
    - 2.1.3. Water. Coordinate with city staff, including the Public Works Department and Building Inspector, on minor issues related to the municipal water system and facilities. Research and respond to staff, developers, and developers' engineers regarding development related issues such as provision of record drawings for existing water mains and appurtenances, required water main extension and upsizing, existing water main locations, easements, design standards and specifications.
    - 2.1.4. Sanitary Sewer. Coordinate with city staff, including the Public Works Department and Building Inspector on minor issues related to the municipal sanitary sewer system and

- facilities. Research and respond to staff, developers, and developers' engineers regarding development related issues such as provision of record drawings for existing sanitary sewers and facilities, required sanitary sewer extension and upsizing, sanitary sewer service areas and availability, connection locations, as-built elevations, DNR permit information, easements, design standards and specifications.
- 2.1.5. Storm Sewer. Coordinate with city staff, including Public Works Department and Building Inspector, on minor issues related to the municipal storm sewer system, drainage concerns, stormwater management facilities, and floodplain. Research and respond to staff, developers, and developers' engineers regarding development related issues such as detention requirements, storm water management plans and calculations for existing facilities, floodplain development permits, MOE and MBE requirements, easements, design standards and specifications,
- 2.1.6. Streets. Coordinate with city staff, including Public Works Department, on minor issues related to municipal street pavement, traffic control, traffic signals, sidewalks, trails, and maintenance bond repairs. Research and respond to staff, developers, and developers' engineers regarding development related issues such as access locations, right-of-way needs, functional classification, ingress/egress easements, design standards and specifications.
- 2.1.7. General. Coordination with the City Manager, City Clerk/Finance Officer, and City Attorney regarding P&Z agendas, Council agendas, ordinances, resolutions, notices, and minor questions or administrative issues.
- 2.1.8.GIS. Coordination with Public Works Department on updates to GIS database and ArcGIS online, update parcel layer per Polk County, plotting utility maps, and addressing for non-development properties. Excludes addressing and incorporating subdivision improvements into city geodatabase to be completed with development review services.
- 2.2. WORK ORDER SERVICES. Professional services required for minor projects shall be covered by a Work Order that is prepared by the Consultant for review and approval by the City. Work Orders may be approved by the City Manager or by City Council as deemed appropriate by the City. Work Order Services shall not commence prior to said City approval.
  - 2.2.1.Each Work Order shall include proposed scope of work, associated fees as a lump fee or estimated hourly fee, and schedule if applicable. In certain unique instances, where time is of the essence or the Work Order project is small, the City Manager may approve Work Order Services via email rather than Work Order form.
  - 2.2.2.Examples of past and potential Work Order services include preparation of concept plans, budgetary cost opinions, and exhibits for public improvements; preparation of sanitary sewer studies; assistance with grant applications; urban renewal area plans; zoning map updates; comprehensive plan updates; corporate limits legal description and map updates; easement plat preparation for municipal improvements, plat of survey for City's property or right-of-way acquisition; pavement management planning; special GIS projects; and training.
- 2.3. DEVELOPMENT REVIEW SERVICES. Professional services required for City Engineering review of development projects such as rezoning petitions, site plans, master plans, plats of survey, preliminary plats, construction drawings, and final plats. A developer's or property owners' submission of a development application to the City for review and approval shall be considered notice to the Consultant to proceed with Development Review Services.
  - 2.3.1.Services include City Engineering review of documents prepared by the developer's professionals including but not limited to design information, plans, calculations, studies, record drawings, permits, legal descriptions, bonds, and cost opinions; preparation of

- review Memos; and coordination with staff, the developer, post office, and the developer's professionals. City Engineering reviews shall be to check general conformance to the Comprehensive Plan; applicable Zoning, Site Plan, Master Plan, and Subdivision regulations; and SUDAS and make recommendations regarding approval to the City. The developer's engineer shall remain solely responsible for their own design and ensuring their plans and specifications are fully compliant with all applicable codes and standards.
- 2.3.2.When applicable, services include lot addressing, incorporation of developer-provided CAD files into the City's GIS system, review of franchise utility design and ROW permits, and similar services specifically related to the development.
- 2.3.3.When a subdivision or site plan includes public improvements, services include Construction Phase Services such as construction administration, walk-through, punchlists, review of testing and results, review of change orders, agreements to complete, and coordination with contractors and the City's construction observer. Upon request of the City, Construction Phase Services may include critical path construction observation.
- 2.3.4.Services may also include provision of assistance to the City Manager on Development Agreements; including review or preparation of cost opinions, maps, and cost-sharing methodologies for city- and/or developer-installed public improvements; or other efforts deemed appropriate by the City Manager.
- 2.3.5.When a proposed development project meets the threshold for requiring a Traffic Impact Study, services may include preparation of a Traffic Impact Study. A scope and estimate of fees for this special work will be provided to the City and the developer prior to commencing these services.
- 2.4. CAPITAL IMPROVEMENTS PROJECTS. Professional services required for certain Capital Improvements Projects and/or major projects, as determined by the City Manager, shall be covered by a separate Professional Services Agreement which shall be approved independently by City Council. The scope, fees, terms and conditions for such services shall be in accordance with said agreement and are excluded from this Master Agreement.

### 3. **COMPENSATION.**

- 3.1. GENERAL ENGINEERING (ON-CALL) SERVICES. City and Consultant recognize on-call services are difficult to predict. Consultant agrees to provide the first 50 hours of services each month at a fixed hourly rate of \$100.00 per hour for the year 2022. This fixed hourly rate shall be increased on July 1st of each subsequent year as mutually agreed by the City and Consultant and generally based on inflation, typically 3%, and the Snyder & Associates Standard Fee Schedule in affect at the time.
  - 3.1.1.The Consultant shall promptly notify the City if on-call services will exceed the 50-hour limit and mutually agree on the appropriate staff assignment and associated hourly rate or agree to defer certain on-call services to the following month.
  - 3.1.2.Consultant shall provide a monthly invoice to the City for General Engineering Services. Services shall be billed on and hourly basis and shall include hours, charge rates and description of the Services provided.
- 3.2. WORK ORDER SERVICES. Consultant shall prepare Work Order(s); each to include the scope of services and either hourly or lump sum fees for the proposed project covered by the specific Work Order. An exhibit or schedule may be included with the Work Order as appropriate.
  - 3.2.1.Consultant shall provide a monthly invoice to the City for each individual Work Order project. Lump Sum projects shall be invoiced based upon the percentage of completion. Hourly projects shall include hours, charge rates and description of the Services provided.

- 3.3. DEVELOPMENT REVIEW SERVICES. The Consultant shall invoice the city for all reimbursable development review services. The City shall be responsible for requesting reimbursement from the appropriate developer or property owner based on said invoices.
- 3.4. Consultant shall provide a monthly invoice to the City for each individual development review project. Services shall be billed on and hourly basis and shall include hours, charge rates and description of the Services provided.
- 3.5. Subdivisions and larger site plan projects will have services broken down into phases, such as pre-application concept, preliminary plat, development agreement, construction drawings, final plat, and construction phase services
- 3.6. CAPITAL IMPROVEMENTS PROJECTS. Consultant shall be paid in accordance with the separate Professional Services Agreement.
- 3.7. TERMS OF PAYMENT. Consultant shall be paid the amount(s) set forth in the monthly invoice for General Engineering services and separate monthly invoices for each approved Work Order and Development Review project. Lump Sum projects shall be invoiced based upon the percentage of completion. Hourly projects shall be based on the Consultant's Standard Fee Schedule in effect at the time the services were performed. City shall pay each invoice within 30 days of the invoice date. Payments not paid when due shall draw interest on unpaid amount at the rate of 1.5% per month from the due date until paid in full.
- 4. INDEPENDENT CONTRACTOR. All labor, material and equipment necessary to complete the Services shall be provided by Consultant as an independent contractor. Consultant shall be solely responsible for the means and methods used to complete its Services. All Services to be performed by Consultant shall be performed by competent licensed (when required) personnel. Consultant is not an employee of or in a joint venture with City.
- 5. STANDARD OF CARE. In providing services under this Agreement, the Consultant will endeavor to perform in the manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those Services not meeting such a standard. The Consultant makes no warranty, express or implied, as to its professional services performed under this Agreement.
- **6.** <u>TIMELINESS OF PERFORMANCE.</u> The Consultant will perform its Services with reasonable diligence and expediency consistent with sound professional practices.
- 7. <u>CITY'S RESPONSIBILITIES.</u> City understands and agrees that it will be responsible for and in a timely manner:
  - 7.1. Provide to Consultant all known and existing plans, studies, GIS shapefiles, specifications and data pertaining to the project that may affect Consultant's Services to be provided. Unless otherwise noted by City, Consultant may rely on the plans, studies, GIS shapefiles, specifications and data being provided as accurate and complete; and
  - 7.2. Timely obtain and provide all licenses, permits, registrations, certificates and government or agency approvals that may be required to commence and/or complete City's project; and
  - 7.3. Coordinate the timing and sequence of Consultant's Services with the Services of other to the Project; and
  - 7.4. Make interim and final planning and design decisions utilizing information supplied by the Consultant.
- 8. CONFIENTIALTIY AND NONDISCLOSURE. Except to the extent considered an open record in accordance with lowa law, all information disclosed by one party to the other and identified prior to disclosure that such information is "CONFIDENTIAL" shall be treated by the receiving party as

"Confidential Information:, unless said information was already known to the receiving party; was in the public domain prior to disclosure; becomes part of the public domain through no fault of the receiving party; or is hereafter obtained in good faith by the receiving party from a third party having bona fide rights to furnish such information without a binder of secrecy.

- 8.1. The receiving party will limit its disclosure of the Confidential Information to those employees who are required to have such information in the performance of their duties and all such employees shall be made aware of the terms of this Confidentiality and Nondisclosure section.
- 8.2. This Nondisclosure agreement does not place a restriction on any disclosure of Confidential Information by the receiving party that the receiving party is legally required to make. In the event the receiving party is requested or required to disclose any Confidential Information, the receiving party shall promptly notify the other party of such request or requirement prior to disclosure.
- **9. TERMS AND CONDITIONS.** The Terms and Conditions for this Master Agreement shall be as set forth in Exhibit 'A' attached hereto.

## EXHIBIT 'A' TERMS AND CONDITIONS

- The CONSULTANT intends to render its services under this agreement in accordance with the generally accepted professional practices for the intended use of the PROJECT.
- Upon full payment of all monies due to CONSULTANT under the terms of this agreement, the CONSULTANT grants to CITY a
  nonexclusive license to reproduce the CONSULTANT'S final certified copy of the Instruments of Service, if any, solely for purposes
  of designing, administering, using and maintaining the Project.
  - 2.1 CONSULTANT agrees to allow transfer of its electronic media file(s) to the CITY, CITY understands and agrees that as a condition precedent, it will sign the CONSULTANT'S "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file. A copy of the "Electronic Media Transfer Agreement" will be made available to CITY upon CITY request.
  - 2.2 All reports, plans, specifications, designs, field data, notes, drawings, computer files, construction documents and other documents and instruments prepared by the CONSULTANT, if any, are acknowledged by CITY to be instruments of service and shall remain the property of the CONSULTANT. Unless otherwise provided, CONSULTANT shall retain all common law, statutory and other reserved rights, including copy rights.
  - 2.3 The CITY shall not reuse or make any modification to the Instruments of Service without prior written consent of the CONSULTANT.
  - 2.4 OWNERSHIP OF DOCUMENTS All final documents and electronic media (hereinafter referred as "documents") pertaining to the PROJECT prepared under this agreement, including but not limited to survey, reports, design plans, specifications and special studies shall become the property of the CITY upon completion or termination of the services and full and final payment to the CONSULTANT. The CONSULTANT may make copies of these documents for their records. The CONSULTANT will not be responsible for any claim, liability, or other costs arising out of any unauthorized reuse or modification to the documents from, or through, the CITY without written authorization of the CONSULTANT.
- 3. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.
- 4. <u>CONSTRUCTION OBSERVATION.</u> If Construction Observation is included in the scope of services, the CONSULTANT shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CITY and the CONSULTANT, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of Contractor's work but rather are to allow the CONSULTANT, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the construction Contract Documents.
  - 4.1 Based on this general observation, the CONSULTANT shall keep the CITY informed about the progress of the Work and shall endeavor to guard the CITY against deficiencies in the Work.
  - 4.2 Construction Observation will follow the "Critical Path" services as outlined in Exhibit "B" attached to this Agreement. If the CITY desires more extensive project observation or full-time project representation, the CITY shall request such services be provided by the CONSULTANT as Additional Services on a Work Order or as Additional Services by way of a Change Order.
  - 4.3 The CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Contract Documents.
  - 4.4 The CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Construction Contract Documents or any applicable laws, codes, rules or regulations.
- 5. Any Opinion of the Construction Cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CITY. Since the CONSULTANT has no control over the cost of labor and material or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CITY.
- 6. The CITY will require any Contractor or Subcontractor performing work in connection with drawings and specifications produced under this agreement to hold harmless, indemnify and defend the CITY and the CONSULTANT their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damages arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the construction contract documents.
- 7. Normal and customary engineering and related services do not include services defined as Additional Services. Additional Services shall be performed as requested in writing by the CITY and shall be billed to the CITY on an hourly basis at hourly fees set forth in the Standard Fee Schedule or as set forth in a written Work Order defined by the City and the CONSULTANT.

8. The CONSULTANT shall maintain insurance to protect the CONSULTANT from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the CONSULTANT is legally liable. The minimum amounts and extent of such insurance is as follows:

Type of Coverage	Limits of Liability
1. Worker's Compensation	Statutory
Bodily Injury by Accident	\$500,000 each Accident
Bodily Injury by Disease	\$500,000 each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
Commercial General Liability     Bodily Injury (including death)     and Property Damage	\$1,000,000 Combined Single Limit
Business Auto Liability     Bodily Injury (including death)     And Property Damage	\$1,000,000 Combined Single Limit
4. Professional Liability	\$1,000,000 per claim \$1,000,000 annual aggregate

- 8.1 Polices providing the insurance specified in number 2 and 3 above may be endorsed to include CITY as an additional insured upon CITY'S request. CITY shall pay for any additional premium charged by the insurer for this endorsement.
- 8.2 All polices may include, upon CITY'S request, a provision restricting the right of the insurer to cancel such coverage except upon written thirty (30) day's notice to CITY.
- 8.3 Certificates evidencing the coverage above shall be delivered, upon CITY'S request, to CITY prior to performing any Services under this Agreement.
- 9. Any direct expenses in connection with submittal of fees to any and all regulatory agencies required by the PROJECT shall be paid for directly by CITY. Any and all soils or other testing and analysis performed by an independent testing laboratory shall be billed directly to the CITY for payment.
- 10. All services performed on an hourly basis shall be performed in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.
- 11. If the CITY fails to pay the undisputed portion of the CONSULTANT'S invoices within 30 days of presentation, the CONSULTANT shall cease work on the project and the CITY shall waive any claim against the CONSULTANT, and shall defend and hold the CONSULTANT harmless from any claims for loss resulting from cessation of service. In the event of remobilization, the CITY and CONSULTANT shall renegotiate appropriate terms and conditions of the AGREEMENT, such as those associated with budget, schedule or scope of service. In the event any bill or portion thereof is disputed by the CITY, the CITY shall notify the CONSULTANT within ten (10) days of receipt of the invoice in question, and the CITY and CONSULTANT shall work to resolve the matter within sixty (60) days of notification by the CITY of the dispute. If resolution is not attained within sixty (60) days, either party may terminate this AGREEMENT, in accordance with the Termination Section of this AGREEMENT.
- 12. The CONSULTANT or CITY may, after giving seven (7) days written notice to the other party, terminate this agreement and the CONSULTANT shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.
- 13. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses. It is further agreed that any legal action between the Client and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of lowa.
- 14. Neither the CITY nor the CONSULTANT shall delegate, assign, or otherwise transfer his duties under this agreement without the written consent of the other.
- 15. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 16. CONSULTANT shall not be responsible or liable for compliance with any storm water discharge requirements at the site, if any, other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial storm water pollution prevent plan (SWPPP) for the site.

## Polk City Public Improvements Projects Critical Path Construction Observation

#### **COORDINATION WITH CITY:**

- Construction Observer (Observer) will attend Preconstruction Meeting and subsequent field meetings, if any, during construction.
- Observer reserves the right to reject any inappropriate or damaged materials delivered to, or observed on the site. Observer will notify the Contractor of any inappropriate or damaged materials that need to be removed from site and not be incorporated in the project.
- 3. If Observer observes, or has reason to believe, the Contractor's construction methods or materials used does not meet the contract documents, the Observer will immediately notify the developer's Design Engineer to determine the appropriate corrective measure(s) to be taken. This may include the City directing the Contractor to stop work until the appropriate corrective measure(s) is determined.

#### PUBLIC COORDINATION (Does not apply to typical subdivisions):

- 1. Verify Contractor is providing notice to residents for driveway replacement, lane closures, access modifications, temporary water shut offs, and saw cutting operations.
- 2. Document time spent with property owners, what was discussed and keep Polk City Public Works Department and Snyder & Associates development review engineer informed of these discussions.

### **SUBMITTALS AND SHOP DRAWINGS:**

- 1. Review with Contractor what the Soils Report recommendations are.
- 2. Verify that approved Shop Drawings match for City utilities and structures installed with the Project.
- 3. Verify materials match contract documents for Project.

### **DOCUMENTATION AND TESTING:**

- Services related to preparation of Daily Diary for construction operations, provision of Weekly Working Day Reports, and measurement of quantities shall not be performed for public improvements constructed by the developer's contractor.
- 2. Observe and document all specified testing. Complete Test Results log for any testing observed. Even failing tests should be entered in log.
- 3. Observe and document all corrective measures for failed tests and all retesting.
- Work with Polk City Public Works Department to maintain project file of material submittals, shop drawings, log book, and test results.
- 5. Observe traffic control devices daily. Deficiencies noted in traffic control should be brought to the attention of the Contractor. Traffic control must utilize MUTCD and SUDAS.
- Review hard copies or emails of test reports to confirm this information matched field results. Require contractor to document test locations on plan and profile sheets.

### **DENSITY (COMPACTION) TESTING:**

- 1. Construction Observer will determine the location of testing.
- 2. Observer may recommend the Developer's Design Engineer and/or Developer's Geotechnical Engineer be consulted to determine if additional testing is needed in the event of non-compliance or if conditions change.
- 3. Test Failure and Retesting: Rework, recompact, and retest as necessary until specified compaction and moisture content is achieved in all areas of the trench. In the event of failed tests, the Observer, Developer's Design Engineer, and/or Developer's Geotechnical Engineer may require retesting as deemed necessary.

### **MOISTURE CONTENT AND DENSITY:**

- 1. Ensure that moisture content falls within a range of optimum moisture to 4% above optimum moisture or as stated in contract documents and contract documents.
- 2. Compact cohesive soils to no less than 95% of maximum Standard Proctor Density.

### TRENCH COMPACTION TESTING FREQUENCY AND LOCATIONS:

 Perform testing of the final utility trench backfill, beginning at a depth of 2 feet above the top of the pipe for ALL pipes, as follows:

For each 2 vertical feet of consolidated fill, provide tests at a maximum horizontal spacing of 200 feet **and** at all street crossings. (SUDAS 3010 3.06)

- At 200' max spacing
- · At each street crossing
- Each trench/pipe crossing including services.

#### SUBGRADE PREP TESTING FREQUENCY:

 Urban Section: Provide one test per lift per 150 feet. If section is less than 300 feet, perform at least two tests per lift.

## **EMBANKMENT, FILLS AND SHOULDER BACKFILL TESTING FREQUENCY:**

- Urban Section: Provide one test per lift per 150 feet. If section is less than 300 feet, perform at least two tests per lift.
- 2. Rural Section: Provide one test for each 500 cubic yards of material placed, with at least two tests per lift.

#### **GRADING:**

- 1. Spot check once per week when Contractor is working. (SUDAS Division 2)
- The Observer will coordinate locations of density tests with Contractor and review testing results by Contractor's laboratory.
- 3. Review contract documents and soils report for changes in site conditions.
- 4. Alert Polk City Public Works Department and Snyder & Associates development review engineer if material differs from soil borings or appears unstable, to facilitate appropriate mediation.
- 5. Observe the finished surfaces, contours and slope-rounding for appearance, that drainage is consistent with contract documents and other requirements.

## **PIPE INSTALLATION:**

- Observe pipe storage and handling. Check pipe condition. Reject all damaged materials. (SUDAS 4010 & 4020)
- 2. Observe surface drainage and erosion control provisions.
- 3. Check maximum trench width, line and grade. Verify correct bedding procedures are used.
- 4. Check support and protection of existing utilities.
- 5. Observe groundwater conditions.
- 6. Observe bedding, pipe laying, jointing and backfill.
- 7. Observe that abandoned pipes or pipe stubs are capped as per contract documents. (SUDAS 2010 1.08 K)
- 8. Coordinate locations of density tests with Contractor. Review testing results by Contractor's laboratory.
- 9. Reconnect all encountered field tile or, if possible, tie them into storm sewer system.
- 10. Lot services ends are marked with 2x4 below ground and fence post above ground.
- 11. Lot service utility locations must be referenced to a lot corner.
- 12. Remind Contractor to securely fence off open trenches at the end of days work.
- 13. Coordinate trench compaction locations and documentation with Contractor. Review trench compaction reports and notify Polk City Public Works Department and Snyder & Associates development review engineer of failed test results.

## **SANITARY SEWER:**

- 1. Spot check daily during trenching, pipe laying, structure installation and trench backfill. (SUDAS 4010)
- 2. Spot check daily during installations of sanitary services. (SUDAS 4010 2.04)
- 3. Review manhole castings for compliance with the contract documents. (SUDAS 6010)
- 4. Must be present during initial sanitary sewer video inspection. Video inspection not to be done until after backfill completed, but prior to paving. Run sufficient water through the pipe to saturate low spots. Record and report sanitary sewer video separately from storm sewer video. (SUDAS 4060 3.03)
- 5. Observe sanitary sewer low pressure air testing. (SUDAS 4060.02)

- 6. Observe sanitary sewer vacuum testing of manholes. (SUDAS 4060.03)
- Observe sanitary sewer deflection (mandrel) testing. (SUDAS 4060 3.05) This should wait 30 days from installation of sanitary sewer.
- 8. Observe proper installation of specified manhole infiltration barriers. (SUDAS 6010 3.01 K)

#### **WATER MAIN:**

- 1. Spot check daily during trenching, bedding, pipe lying, and trench backfilling. (SUDAS Division 5)
- 2. Observe concrete thrust blocks before trench backfilling can begin. (SUDAS FIGURE 5010.101)
- 3. Observe the installation of trace wire. (SUDAS FIGURE 5010.102)
- 4. Periodic observation is required during installation of water services.
- 5. Review valve and hydrant locations. Review valve operation during walk through.
- 6. Full time observation is required for pressure and leak testing. (SUDAS 5030 3.05)
- Observe drawing of bacteria samples. Contractor is responsible for delivering samples to lab. (SUDAS 5030 3.06)
- 8. Apply polyethylene wrap to all iron pipe, valves, fire hydrants and fittings. (SUDAS 5020 3.01 B)
- 9. Contractor to notify City before operating valves or flushing water main.

#### **STORM SEWER**

- Spot check daily during trenching, bedding, pipe lying, setting manholes and trench backfilling. (SUDAS Division 4)
- 2. Spot check daily during installations of sump services. (SUDAS 4040 3.03)
- 3. Observe cast-in-place manhole and intake construction prior to concrete placement. Check base and wall forms for depths, thickness and reinforcing steel type, size and placement. Check concrete truck tickets for approved concrete mix and batched time (90 minutes to unload). (SUDAS 6010 3.02)
- 4. Must be present during initial storm sewer video inspection. Record and report storm sewer video separately from sanitary sewer video. (SUDAS 4060 3.03)

#### **SUBGRADE PREP:**

- Spot check twice per day for specified subgrade prep methods and also check paving hubs for correct elevation of prep areas. (SUDAS 2010 & 7010 3.02)
- 2. Check for proper depth of subgrade lifts prior to proof rolling.
- 3. Contractor to excavate and stockpile the top 6 inches of subgrade. Scarify, mix and re-compact the next 6 inches of subgrade. Replace, mix, and compact the top 6 inches of subgrade. (SUDAS 2010 3.06 A)
- 4. S&A will attend proof roll and observe with Geotechnical Consultant and Contractor. (SUDAS 2010 3.06 B)
- 5. S&A to determine locations for density tests and observe testing. (SUDAS 2010 3.09 C)
- 6. Walk the grade to check for visible soft spots and boulders (rocks 3" and larger). (SUDAS 2010 3.06 A)
- 7. Watering of finished subgrade may be required to preserve subgrade moisture. (SUDAS 7010 3.02 B)
- 8. Decision responsibilities for remedies to soft spots in subgrade prep (fly ash, reinforced sections, etc) belong to the design Engineer with City consulted for approval.
- 9. Contractor responsible for protection of prepared subbases and subgrades.

#### **PAVING:**

- 1. Pre-pour meeting required before paving commences.
- 2. Periodically check the trimming operation. (SUDAS 7010 3.02 B)
- 3. Check grade stakes and string lines to verify they are set to the correct height.
- 4. After trimming check again for boulders and soft spots in subgrade.
- 5. Check box outs for correct locations and type.
- 6. Review with Contractor manholes to be brought to finish grade or to be protected.
- 7. Observe reinforcing steel placement. (SUDAS 7010 3.02 E)
- 8. Full-time observation is required during paving operation.
- 9. Observe paving process, finishing methods and curing. (SUDAS 7010 3.02 F, G & H)
- 10. Assure concrete is transported, mixed and placed per specification and plan. (SUDAS 7010 3.07)
- 11. White pigment cure to be sprayed on pavement regardless of weather. (SUDAS 7010 3.02 I)
- 12. Conduct air tests, slump tests and mold test cylinders (or observe if testing is being done by a geotechnical consultant). Ensure that the minimum frequency of these tests is being met.

- Check concrete delivery tickets for correct mix design. Be aware of batching time shown on tickets. Allow no more than 90 minutes for concrete to be unloaded from mixer. Note water added on-site to tickets. (SUDAS 7010 3.07)
- 14. Consolidate all hand pours with vibrators and smooth with a straightedge. (SUDAS 7010 3.01)
- 15. Spot check pavement saw cutting for correct joint type, locations, depths and widths. (SUDAS 7010 3.02 J)
- 16. Spot check joint cleaning and sealing operation. (SUDAS 7010 3.02 K)
- 17. Back plaster all hand poured curbs, observer to verify before backfill can be done.
- Back of curb backfill shall be done in a timely manner with suitable material and compacted properly. (SUDAS 7010 3.02 L)
- 19. Contractor should have weather protection (rain or cold) on-site. (SUDAS 7010 3.05)
- 20. Contractor to provide truck wash outs.
- 21. Observer will mark the pavement thickness core locations and observe coring operations.

### **PCC Pavement Testing Requirements:**

Slump and Air tests – frequency 1/200 CY or minimum 1/day

Air target (machine-place) 8.0%, Tolerance +/-2%.

Air target (hand-pour) 7.0%, Tolerance +/-1.5%.

If any test fails: reject truck, immediately notify Contractor to inform concrete plant, make adjustments and retest until 2 successive loads pass.

<u>Maturity testing</u> or strength testing to open pavement to traffic-frequency <u>1 set of 3</u> cylinders required for verification.

<u>6" Cylinders</u> – frequency <u>3/500 CY</u> or <u>minimum two sets/day (</u>when not using maturity testing)
PCC Strength: Contractor responsible for test cylinder's weather protection and transportation to lab. Cylinders should be delivered to lab within 24 hours. Notify Deb Beck if cylinders remain on-site after 24 hours.

<u>PCC Thickness Testing</u>: 4" diameter core taken at locations marked by S&A, <u>1 core/1,000 SY or</u> <u>3 cores/project</u>. Contractor is responsible to deliver cut cores to lab for thickness index.

## **SIDEWALKS, TRAILS & HANDICAP RAMPS:**

- 1. Spot check daily when forming sidewalks and trails. Check that the grade depth, widths between forms, offset to back of curb and stakes comply with contract documents. (SUDAS 7030 3.04, 7030.20)
- 2. Full-time observation is required when pouring sidewalks and trails.
- 3. Consolidate with vibrators and smooth by use of straightedge. (SUDAS 7030 3.04 B)
- 4. Detectable warning panels (truncated domes) shall be gray in color for sidewalks and red in color for trails.
- 5. Determine plan compliance of sidewalks and ramps via the use of a digital smart level after construction. Shall be within the tolerances specified in contract documents. Check & document slopes of perpendicular curb ramp (8.3% maximum), turning space (2% maximum) and parallel curb ramp (note 4) as it ties into standard sidewalks. (SUDAS FIGURE 7030.205 and 7030.206). Check and document cross slopes of sidewalks at each driveway and every 200 feet of sidewalk. (target cross slope of 1.5% with a maximum cross slope of 2.0% including sidewalk through driveways) (SUDAS FIGURE 7030.102, 7030.201)
- 6. All sidewalks should be sprayed with white pigment cure regardless of weather. (SUDAS 7030 3.04 D)

## **ACCEPTANCE**:

- Observer will attend walk through and assist the City, Developer's Design Engineer, and Developer's Contractor
  in generating punch list of completion items for acceptance.
- 2. Verify Contractor has completed items on punch list.