

Agenda -Notice of Meeting

Polk City | City Council

June 12, 2023 | 6:00 pm

City Hall Council Chambers

Public Meeting participation in person or via phone

Call in # 515-726-3598 Participant Code 535355

Public members can also provide comments* directly to support@polkcityia.gov

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

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

Steve Karsjen | Mayor

Rob Sarchet | Pro Tem

City Council Members: Jeff Walters | Dave Dvorak | Mandy Vogel | Ron Anderson

1. Call to Order

2. Roll Call

3. Approval of Agenda

- 4. Public Comments:** *This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 6pm on the date of the meeting by email at jcoffin@polkcityia.gov include your name and address for the record. The Mayor will recognize you for five minutes of comment.*

5. Consent Items

- a. City Council Meeting Minutes for May 22, 2023
- b. City Council Work Session Meeting Minutes May 22, 2023
- c. Receive and file the Parks Commission Meeting Minutes for June 5, 2023
- d. Claims listing June 12, 2023
- e. Resolution 2023-73 approving application to State Rec Trails Grant
- f. Resolution 2023-74 adopting Policy PA-55 Water Tower Relief Program
- g. Resolution 2023-75 adopting Policy PA-56 Utility Bill Assistance Program
- h. Building Official Job Description
- i. City of Polk City Organizational Chart
- j. Soil Quality Restoration Program Update
- k. Acknowledge Cory Hoodjer, Library Board member term ending 6/30/23, not seeking reappointment
- l. Reappoint Sarah Olson, Library Board, term ending 6/30/2029
- m. Resolution 2023-76 setting Public Hearing to review an application for a State Revolving Fund (SRF) loan
- n. Twelve Month Class E Retail Alcohol License effective August 9, 2023 for Casey's Store #1144
- o. Twelve Month Class C Retail Alcohol License effective May 28, 2023 for Papa's Pizzeria
- p. One day Class C Retail Alcohol License for Wine on Wheels effective July 26, 2023 for RAGBRAI
- q. Amendments to the Polk City Handbook
 - i. Resolution 2023-77 approving proposed changes to time off accumulation policy
 - ii. Resolution 2023-78 approving proposed addition of City Clothing policy
- r. Resolution 2023-79 approving Change Order No. 1 in the amount of \$10,200 for 2023 Street Repairs Project
- s. Resolution 2023-80 approving Pay Application No. 1 in the amount of \$111,918.07 for the 2023 Street Repairs Project

- t. Resolution 2023-81 approving Pay Application No. 1 (Sub final retainage held) in the amount of \$67,954.45 for the W. Bridge Road Water Main Loop Project
- u. Resolution 2023-82 setting the date for the sale of General Obligation Corporate Purpose Bonds, Series 2023 and authorizing the use of a preliminary official statement in connection therewith
- v. Resolution 2023-83 approving Pay Application No. 4 in the amount of \$110,841.25 for the Fire Department Remodel Project
- w. Set pay for full-time Police Officer Jason Gibson at \$33.58 per hour effective July 1, 2023
- x. Set pay for promotion of Nick Sherman to Sergeant at a rate of \$38.60 per hour effective July 1, 2023, with an increase to \$39.42 per hour upon satisfactory completion of six (6) month probation period
- y. Sports Complex Fee Structure effective July 1, 2023
- z. Library Board Meeting Minutes for June 5, 2023
- aa. May 2023 Library Director Report
- bb. Acknowledge Library Resolution 2023-03L updating and confirming the salaries for the staff of the Polk City Community Library
- cc. Set pay for Kurt Hohnstrater as year-round part-time position in Public Works at \$16.00 per hour effective June 12, 2023
- dd. Receive and file the May 2023 Parks & Recreation Department Report
- ee. Receive and file May 2023 Fire Department Report
- ff. Set pay for Tyler Pedersen as a full-time firefighter/paramedic at a rate of \$19.50 per hour effective July 3, 2023 with an increase to \$21.50 per hour upon receiving his paramedic certification
- gg. Set pay for new hire Ashley Fox to fill the part time paramedic position at a rate of \$19.00 per hour effective June 12, 2023 with increase to \$22.00 per hour when FFI Certification is received
- hh. Receive and file the May 2023 Water Department Report
- ii. Set pay for Mitchell Leppert to fill the seasonal part time position in Public Works at \$14.00 per hour effective June 13, 2023

6. Business Items

- a. Engineering agreements with Snyder and Associates
 - i. Whitetail Parkway Corridor Study
 - ii. Polk City High Trestle Trail to Neal Smith Trail Connector Project Phase 1
 - iii. Polk City High Trestle Trail to Neal Smith Trail Connector Project – Phases 6 & 7
 - iv. FY 2024 Street Repair project
- b. Snyder and Associates April 2023 Engineering Services Invoice in the amount of \$56,550.25
- c. Second Reading of Ordinance 2023-9000 amending Chapter 92, Water Rates, Section 92.02, Rates for service
- d. Second Reading of Ordinance 2023-9100 amending Chapter 99, Section 99.02, Sewer Service Charges

7. Mayor Proclamation | Parks and Recreation Month – July 2023

8. Reports & Particulars

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

9. Adjournment

--next meeting date June 26, 2023

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m. May 22, 2023
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., May 22, 2023. 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, Sarchet, Vogel, Anderson | In attendance
3. **MOTION:** A motion was made by Walters and seconded by Dvorak to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Public Hearings:**
 - a. Mayor Karsjen opened the Public Hearing on a proposed Amendment to the FY 22/23 Budget at 6:01 pm. City Clerk Coffin said that the notice was published May 12, 2023, and no comments had been received for or against the proposed amendment. City Manager Huisman provided a report on the amendment. No one was present to be heard for or against the proposed amendment.
MOTION: A motion was made by Anderson and seconded by Sarchet to close the public hearing at 6:02 pm.
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2023-63 approving FY 22/23 Budget Amendment
MOTION CARRIED UNANIMOUSLY
5. **Public Comments** |

Ken Morse, 1308 Westside Drive addressed Mayor and Council regarding proposed Ordinance 2023-6000 sharing his concern regarding the architectural standards for agricultural farm areas.

James Kline, 908 Twelve Oaks Drive addressed Mayor and Council regarding the use of golf carts in the city.
6. **Consent Items** |
 - a. City Council Meeting Minutes for May 8, 2023
 - b. City Council Work Session Meeting Minutes with Parks Commission for May 8, 2023
 - c. Receive and file the Planning & Zoning Commission Meeting Minutes for May 15, 2023
 - d. Claims listing May 22, 2023
 - e. April 2023 Finance Report
 - f. Receive and file the April 2023 Police Department Report
 - g. Special Events Application for Polk City American Legion Summer Bike Nights fundraiser for Holiday for Heroes with street closure of 1st street between Broadway and Van Dorn on June 9, July 14, August 11, September 8 from 4p-9p
 - h. FY 23 Budgeted Painting of Street Markings in the amount of \$18,723.37
 - i. FY 23 Sports Complex Infield replacement Project in the amount of \$15,000
 - j. Set pay for the following Parks & Recreation Seasonal Employees
Recreation Assistant I, Elizabeth Grell, \$12 per hour
Recreation Assistant I, Tanner Ramsey, \$12 per hour
Recreation Assistant II, Sara Gilbreath, \$13 per hour
Parks & Recreation Intern, Madison Major, \$14 per hour
 - k. Set pay increase for Meri Merritt, Deputy City Clerk at \$27.50 per hour effective May 29, 2023
 - l. Set pay for new hire Devin Quindel, Billing Clerk at \$24.75 per hour contingent upon successful completion of background check
 - m. Resolution 2023-64 approving Change Order No. 3 for the N. 3rd Street & Vista Lake Avenue Intersection Improvements Project in the amount of \$8,770.00
 - n. Resolution 2023-65 approving Partial Payment Application No. 11 for the N. 3rd Street & Vista Lake Avenue Intersection Improvements Project in the amount of \$46,718.82

MOTION: A motion was made by Sarchet and seconded by Dvorak to approve the consent agenda items

MOTION CARRIED UNANIMOUSLY

Council Member Anderson called attention to item 6.i for improvements to the Sports Complex

7. Business Items

a. Ace Hardware

- i. **MOTION:** A motion was made by Vogel and seconded by Walters to approve Resolution 2023-66 approving Plat of Survey

MOTION CARRIED UNANIMOUSLY

- ii. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2023-67 approving Site Plan

MOTION CARRIED UNANIMOUSLY

b. Lakeside Commercial Plat 1

- i. **MOTION:** A motion was made by Walters and seconded by Vogel to approve Resolution 2023-68 approving Preliminary Plat

MOTION CARRIED UNANIMOUSLY

- ii. **MOTION:** A motion was made by Sarchet and seconded by Dvorak to approve Resolution 2023-69 approving Final Plat including Record of Lot Tie and SWMF Maintenance Covenant subject to receipt of all required documents

MOTION CARRIED UNANIMOUSLY

- c. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2023-70 authorizing real estate purchase agreement in the amount of \$200,000

MOTION CARRIED UNANIMOUSLY

- d. **MOTION:** A motion was made by Anderson and seconded by Walters to approve Resolution 2023-71 authorizing real estate purchase agreement in the amount of \$140,000

MOTION CARRIED UNANIMOUSLY

- e. **MOTION:** A motion was made by Vogel and seconded by Dvorak to approve the First Reading of Ordinance 2023-9000 amending Chapter 92, Water Rates, Section 92.02, Rates for Service

MOTION CARRIED UNANIMOUSLY

Council Member Anderson asked staff to prepare estimates for minimum and average users

Council Member Sarchet asked for a comparison of rates with the Metro

- f. **MOTION:** A motion was made by Vogel and seconded by Walters to approve the First Reading of Ordinance 2023-9100 amending Chapter 99, Section 99.02, Sewer Service Charges

MOTION CARRIED UNANIMOUSLY

- g. **MOTION:** A motion was made by Sarchet and seconded by Dvorak to approve Resolution 2023-72 amending fees charged for solid waste and recycling

MOTION CARRIED UNANIMOUSLY

- h. **MOTION:** A motion was made by Walters, no one seconded the first Reading of Ordinance 2023-6000 amending Chapter 157 Site Plan

MOTION DIED FOR LACK OF A SECOND

Council Member Dvorak asked for a Work Session to discuss in further detail

- i. **MOTION:** A motion was made by Anderson and seconded by Dvorak to approve the Third Reading of Ordinance 2023-8000 consolidating the current U-1 and GF zoning districts into a new GF-1 zoning district

MOTION CARRIED UNANIMOUSLY

- j. **MOTION:** A motion was made by Sarchet and seconded by Dvorak to approve the Special Event Application for Go Polk City's Four Seasons Festival

MOTION CARRIED UNANIMOUSLY

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

- City Engineer, Travis Thornburg gave an update on the round-about project.
- Council Member Walters congratulated Library Director Noack on the recent award of Grant Funding
- City Manager Huisman congratulated Public Works Director Schulte on celebrating 30 years with Polk City effective May 17, 2023.

- Council Member Dvorak said he wants to discuss updates to the City Ordinances regarding urban to rural settings and he wants to be intentional on what those changes would look like.
- Council Member Vogel said it is important that Council hears dialogue from the audience with clear and consistent rules to ensure all members of the public are heard evenly. She also stated the importance of Council having conversations and coming to the meetings prepared to run a structured meeting. Vogel thanked PFM for the information provided during the work session and appreciates the good information to have a clear understanding of what action council needs to take.
- Council Member Anderson said it is important to remember as a Council Member to represent the needs of the people.
- Council Member Sarchet said he recognizes some of the issues with the current sports complex and the congestion. He shared his appreciation for the partnership with Parks Volunteers and to continue to work on solutions to move the Regional Park forward.

9. *Adjournment*

MOTION: A motion was made by Anderson and seconded by Vogel to adjourn at 6:55 pm.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date –June 12, 2023

Steve Karsjen, Mayor

Attest

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Work Session
5:00 p.m., Monday, May 22, 2023
City Hall Council Chambers

A Council Work Session was held on May 22, 2023 at 5:00 p.m. at the City Hall Council Chambers in Polk City, Iowa.

<u>Mayor and City Council Members Present:</u> Steve Karsjen Mayor Rob Sarchet Pro Tem Jeff Walters City Council Member Dave Dvorak City Council Member Mandy Vogel City Council Member Ron Anderson City Council Member	<u>Staff Members Present:</u> Chelsea Huisman City Manager Jenny Coffin City Clerk/Treasurer Mike Schulte Public Works Director Jeremy Siepker Police Chief
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Minutes

Matt Stoffel, CFA with PFM Financial Advisors LLC provided an update on the cash flows for the City's sewer and water fund. He reviewed the impact of operating costs and capital expenditures to the funds and provided his recommendation on what the rates should be set at for Fiscal Year 2024. Stoffel reviewed the impacts Central Iowa Water Works will have on the city's financials.

Motion was made by Anderson and seconded by Dvorak to Adjourn at 5:58 p.m.
Motion carried Unanimously.

Steve Karsjen, Mayor

Attest

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Parks Commission
6:00 p.m., Monday, June 5, 2023
City Hall

The Polk City Parks Commission held a meeting at 6:00 pm, on June 5, 2023. The agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

1. **Call to Order** /*The meeting was called to order at 6:00 p.m.*
2. **Roll Call** | Otis, Delaney, Savage, Ten-Napel, Jablonski | In attendance.
Converse, Haaland | Absent.
3. **MOTION:** A motion was made by Savage and seconded by Otis to approve the April 3, 2023 meeting minutes.
MOTION CARRIED UNANIMOUSLY
4. **Audience Items:**
Letter presented by two North Polk HS students with concerns about the Sports Complex and ideas to improve safety. Delaney spoke to the students who were very invested in their project and excited to help drive positive change.
5. **Update on Neal Smith to High Trestle Trail Connector Project**
Parks and Recreation Director Thraen summarized efforts led by Polk City to connect the Neal Smith and High Trestle Trails. City leadership is excited about the potential tourism and economic boost from connecting the trails. From Neal Smith to High Trestle, starts near the existing sports complex. Trail follows Bridge Rd. east and turns north at 3rd St. until just north of Madison Dr., before Big Creek Elementary, where it would connect to the trail hub at the new Regional Park. Staff is working with Army Corp to acquire additional land to connect near Kwik Star. Phases 4, 6, and 7 are scheduled for '23 – '24. Phases 1, 2, and 3 are scheduled for '24 - '25. The final phases and connecting to the Polk County trail out of the Regional Park is scheduled for summer of '26. Most funds have been raised from grants, partner funds, and bonds. Approximately \$600,000 remains in needed funding.
6. **Summarize Q1 2023 Program Cost Recovery Report**
Thraen summarized program performance for January, February, and March 2023. Q1 is typically the smallest with schedules and limited indoor space. Youth programs were successful. Adult and senior programs both fall within Polk City's cost recovery goals. Thraen is hoping to continue growth with senior programming.
7. **Update on RAGBRAI (L)**
Thraen summarized RAGBRAI traffic through town. Polk City will be the third of five towns on the route July 26th. All streets and areas bordering Town Square will be closed for entertainment, food, and drink. Bike parking will be along 3rd between Van Dorn and Church, as well as the open lot north of Town Square. The city has approved RAGBRAI vendor and seller permits for the day. Volunteers of all kinds are needed: security, beer garden, trash, traffic flow, information, and clean up. Suggestions from the commission included extra cleaning on the bike paths on Broadway, a basic map as bikers come into town, meet up "zones" for parties to find each other, and directions to any vendors at Kiwanis Park. Volunteers will be shuttled from a separate location to save on parking and space at Town Square. Informational meetings for volunteers are scheduled for June 14th and July 19th at 6:00PM at the library.
8. **Cancel July 3, 2023 Park Commission Meeting**
Delaney announced that the July 3rd meeting will be canceled due to the proximity to the Independence Day holiday.
9. **Reports & Particulars** | Council Liaison, City Manager, Staff, and Commission
 - Thraen thanked the NP Class of 2027 (8th Grade) for all their hard work on May 26th. Each May, the 8th grade class volunteers in Polk City parks, greenspaces, and municipal areas. Commission member Savage echoed Thraen's comments.
 - Thraen mentioned that summer programming has begun, and his summer staff has been hired. 2023 Parks and Recreation Intern is Madison Major. Madison is a junior at Luther College majoring in Environmental Science.

She is interested in conservation and engaging the community through nature. Madison will present at the August meeting.

- Commission member Otis thanked the Polk City Friends of the Parks for their Earth Day 5K. Otis also thanked a small group of volunteers, led by Delaney, who did an Earth Day trash clean-up along E. Broadway.
- Delaney mentioned she would work on an official response/thank you to those North Polk HS students who presented a letter to the commission. Thraen confirmed he would help as needed.

10. MOTION: A motion was made by Otis seconded by Savage to adjourn at 6:41 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – August 7, 2023

Submitted by Parks Commission Chair:

Ashley Delaney

Attest:

Jason Thraen, Parks & Recreation Director

CLAIMS REPORT		
CITY OF POLK CITY	DATED	6/12/2023
Adventure Lighting	LED Bulbs	\$ 455.40
ALLENDER BUTZKE ENGINEERS	ADDITIONAL TESTING	\$ 5,200.00
Amazon	SOFT BALL PLATES	\$ 442.00
AMY WILLIAMS	REFUND	\$ 150.00
ANKENY SANITATION	POLK CITY CLEAN UP EVENT	\$ 1,049.75
AVESIS	CITY VISION INS	\$ 307.09
BAKER & TAYLOR	BOOK CLUB	\$ 1,501.39
Bound Tree Medical	MEDICAL SUPPLIES	\$ 765.03
BRICK LAW FIRM	FEES THROUGH 5/31	\$ 7,600.00
BUSINESS PUBLICATIONS CORP	PUBLICATIONS	\$ 375.44
CANINE TACTICAL	K9 TRAINING	\$ 250.00
CITY LAUNDERING	SHOP FLOOR MATS	\$ 167.32
CITY OF POLK CITY	UB ASSISTANCE 1188003	\$ 646.91
CIVICPLUS	WEB MIGRATION AND LIB WEBSITE	\$ 551.88
Controlled Access of the Midwe	GATE REPAIRS	\$ 589.65
COPY SYSTEMS INC.	COPIER	\$ 487.99
CORE AND MAIN	METER COUPLERS	\$ 3,245.00
Crystal Clear Water Co	PURCHASED WATER	\$ 83.17
Custom Awards & Embroidery Inc	DEVIN NAME BADGE	\$ 25.00
DEER HAVEN LAND COMPANY LLC	JUNE PAYMENT	\$ 76,645.11
Delta Dental	CITY DENTAL INSURANCE	\$ 1,324.16
DENNIS WARNER	SRP PERFORMER	\$ 400.00
Des Moines Water Works	WATER	\$ 51,526.09
ELECTRONIC ENGINEERING CO.	SHARED ALARM MONITORING	\$ 70.00
ETECH SOLUTIONS LLC	TECH SERVICES	\$ 5,569.88
FAREWAY	JUNE PAYMENT	\$ 16,696.35
Fire Service Training Bureau	INVESTIGATOR CLASS	\$ 650.00
Franzen Randy	CLOTHING REIMB	\$ 270.00
FRIHALAGE INVESTMENTS	ANNUAL - JUNE 2023	\$ 28,538.69
GALL'S INC.	CLASS A CHIEF LONG SLEEVE	\$ 153.84
GENERAL FIRE & SAFETY	FIRE EXTINGUISHER SERVICE	\$ 119.00
GREATAMERICA FINANCIAL	SHARED COPIER LEASE	\$ 552.33
HAWKINS INC	CHLORINE 6507	\$ 1,299.82
Henriksen Contracting	STREET SAW CUTTING	\$ 240.00
I-80 CONCRETE	212 W VAN DORN	\$ 1,697.50
I.C.A.P.	PROPERTY DAMAGE	\$ 144.00
IEDA	IOWA DOWNTOWN RESOURCE	\$ 1,000.00
IMAGE 360	SQR SIGNS AND POSTCARDS	\$ 883.72
IOWA LEAGUE OF CITIES	MAYOR DUES	\$ 30.00
IOWA PLAINS SIGNING INC	TRAFFIC CONTROL RENTAL	\$ 200.00
IOWA SOUND	RAGBRAI STAGE	\$ 1,250.00
IOWA STATE UNIVERSITY	ADULT PROGRAMMING	\$ 120.00
JENNY COFFIN	REIMB	\$ 73.43
KANSAS CITY LIFE INS. CO	CITY LIFE INSURANCE	\$ 1,145.36
KIMBALL MIDWEST	SOFTBALL FIELD PAINT	\$ 347.76
KIRBYBUILT	POCKET PARK EQUIPMENT	\$ 4,680.66
KWIK STAR	JUNE PAYMENT	\$ 11,943.26
LEGAL & LIABILITY RISK MA	SHERMAN LEADER TRAINING	\$ 350.00
LUANA SAVINGS BANK	JUNE PAYMENT	\$ 37,868.64
M.I.A.L.G.	MIALG MEMBERSHIP FEES	\$ 600.00
MAJESTIC TRUCK COLLISION	DEDUCTABLE	\$ 600.00
MARTIN MARIETTA AGGREGATES	POCKET PARK	\$ 609.09
METRO WASTE AUTHORITY	CONTRACT MANAGEMENT MAY	\$ 27,475.64
MI-FIBER	CITY INTERNET	\$ 9.95
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 1,151.10
MIKE SCHULTE	LICENSE FEE REIMB	\$ 120.00
NELSON AUTOMOTIVE	REPAIR PARTS	\$ 695.35
ONESOURCE	BACKGROUND CHECK	\$ 84.00
Perma-Bound	BOOKS	\$ 31.29
PHILIP L ASCHEMAN, PHD	MMPI GARRISON	\$ 225.00
Polk City Dental LLC	JUNE PAYMENT	\$ 20,275.88
Polk County Sheriff	23005968 06152023	\$ 516.85
POLK COUNTY TREASURER	BLOOD DRAW	\$ 150.00
PORTABLE PRO, INC.	PORTABLE SERVICE	\$ 450.00
POSTMASTER	ANNUAL PO BOX 426 RENEW	\$ 1,176.00
PREMIER PLUMBING, INC.	SPORTS COMPLEX	\$ 318.00
QUEENSLAND, LLC	JUNE PAYMENT	\$ 27,578.25

RACOM	EDACS	\$ 862.92
RELIANT FIRE APPARATUS	WALVE REPAIR	\$ 330.66
ROCK VALLEY PROPERTIES LLC	JUNE PAYMENT	\$ 7,642.33
Safe Building Comp. & Tech	BUILDING INSPECTIONS	\$ 4,882.02
Safety Kleen Systems Inc	USED OIL DISPOSAL	\$ 583.85
SBS SERVICES GROUP LLC	WEEKLY CLEANING	\$ 1,323.57
STEVE KARSJEN	REIMBURSEMENT	\$ 38.25
STOREY KENWORTHY	UB BILLS	\$ 1,124.39
TOTAL QUALITY INC.	LAWNCARE	\$ 17,018.95
TWISTED BOKAY	SRP	\$ 425.00
Walsh Door & Hardware Co		\$ 207.00
WELLMARK BLUE CROSS BLUE SHEIL	CITY HEALTH INS	\$ 29,632.36
TOTAL		\$ 415,820.32
GENERAL		\$ 73,005.45
ROAD USE		\$ 4,570.57
TIFF		\$ 227,188.51
L.M.I		\$ 646.81
CITY FACILITIES TOTAL		\$ 5,588.90
CAPITAL WATER PROJECT		\$ 5,200.00
WATER		\$ 65,043.44
SEWER		\$ 6,217.18
SOLID WASTE/RECYCLING		\$ 27,475.64
STORM WATER UTILITY		\$ 883.72
TOTAL FUNDS		\$ 415,820.22



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Iowa State Recreational Trails grant program

BACKGROUND: The State of Iowa has been allocated funding for trail projects in Iowa for the Iowa State Recreational Trails grant program. The application is due July 1, 2023, and the program requires a 25% local match. The city has committed to a 25% match and has also received another 25%+ in grant funding.

Polk City has been working on connecting the Neal Smith Trail to the High Trestle Trail for several years, and I would recommend we apply for that project. The City's request for funding from the program would be \$440,000. If awarded funding from Prairie Meadows, this will fully fund our trail project if awarded the State Recreational Trails funding.

ALTERNATIVES: Do not approve the resolution to authorize application

FINANCIAL CONSIDERATIONS: The financial considerations for this project are \$440,000 in potential grant revenue.

RECOMMENDATION: It is my recommendation that the City Council approve the resolution to apply for the Iowa State Recreational Trails program.

RESOLUTION NO. 2023-73

**A RESOLUTION GIVING AUTHORIZATION TO APPLY FOR THE
IOWA STATE RECREATIONAL TRAILS PROGRAM**

WHEREAS, the City of Polk City is desirous to apply for funding from the Iowa State Recreational Trails program in the amount of \$440,000; and

WHEREAS, the City of Polk City has plans to construct a 10' multi-use trail connecting the Neal Smith Trail to the High Trestle Trail through Polk City; and

WHEREAS, this project serves as a multi-phase project in conjunction with Polk County Conservation and will be constructed over a 3-year period; and

WHEREAS, the City of Polk City has an estimated cost for this project of \$5,185,565; and

WHEREAS, the City of Polk City has secured \$3,120,565 in bond proceeds and grants for this project; and

WHEREAS, Polk County Conservation has secured the funding required for their phase of the trail construction project estimated at \$1,375,000; and

WHEREAS, the City of Polk City will commit that once the construction project is completed, the city will maintain the multi-use trail for the intended use by the public for a minimum of 20 years; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Polk City, Iowa to authorize application to the Iowa State Recreational Trails program for the proposed multi-use trail connection from the Neal Smith Trail to the High Trestle Trail.

PASSED AND APPROVED the 12th day of June 2023.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Water Tower Relief program

BACKGROUND: For the City Council's consideration is a policy outlining the City's Water Tower Relief program. The City Council has been discussing utilizing some of the City's LMI funds towards the Water Tower project. The policy has been drafted by city staff, and reviewed by both PFM financial advisors, as well as the city attorney.

In the State of Iowa, local governments that provide tax increment financing (TIF) to residential developments, are required to set a portion of those funds aside to be used to benefit low to moderate income households. The thresholds are set by Polk County on an annual basis and are dependent on the number of individuals living in a household. Polk City has provided tax increment financing to residential developments and has a cash balance that must be spent on residential purposes, to qualifying households which meet the low-to-moderate income thresholds. Polk City currently has a fund balance in the City's LMI fund of \$1.2 million. I am projecting that the city will collect an additional \$1.5 million over the next 10-year period from the Whitetail Urban Renewal Area and the Deerhaven Urban Renewal Area.

The City Council has made it a priority in the last few years to find ways to spend down the city's LMI funds. The city does offer a utility billing assistance program. In addition to that program, using some of the funds on this project seems like a good opportunity. The new proposed Water Tower project will be financed through utility rates and could represent a burden for households with low-and-moderate incomes.

City staff has discussed the easiest way to implement such a program, and some of what we are recommending is based on what we can do with the city's software system. In reviewing the future loan, we will be entering into for the Water Tower project of up to \$8,500,000 we can estimate that each utility user will pay an additional \$14.55 per month for the Water Tower project. Our recommendation is to credit those households that qualify the \$14.55 per month. The City Council may need to adjust the credit amount in future years depending on total construction costs associated with the project. Applicants that participate will be eligible to participate for the life of the loan. If residents that qualify for the program either opt out of the program or move outside of the city's utility service area, they would also no longer be eligible to participate.

ALTERNATIVES: Do not approve the program

FINANCIAL CONSIDERATIONS: I have estimated, with assistance from our financial advisor, that we could spend approximately \$1,000,000 of LMI funds on the project, which will directly benefit low-to-moderate income households. The City will continue to collect LMI funds, and we will continue to evaluate ways of spending that funding source. I would recommend we begin this program, and consider future programs for remaining funds, as well as what the city will collect in future years.

RECOMMENDATION: It is my recommendation that the Council proceed with approval of the Water Tower Relief program, beginning July 1, 2023.

RESOLUTION NO. 2023-74

**A RESOLUTION ADOPTING A POLICY PA-55 WATER TOWER
RELIEF PROGRAM**

WHEREAS, the City of Polk City has elected to assist residential development using TIF (TIF) Funds; and

WHEREAS, the City of Polk City desires to provide financial relief from water utility rates to Polk City residents who meet certain income guidelines; and

WHEREAS, State Law requires a portion of those TIF funds that are received to be used to benefit low to moderate income (LMI) households; and

WHEREAS, the Code of Iowa requires TIF proceeds to be used in this manner and establishes that the portion described above must be equal to a percentage of those residents in Polk County that fall within the income levels set; and

WHEREAS, the City of Polk City recognizes the need for a policy to establish a Water Tower Relief Program as outlined in the attached policy; and

WHEREAS, the goal of the policy is to provide LMI assistance for qualifying households.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa to adopt a Water Tower Relief Program and authorizes the City Clerk and City Manager to review applications submitted; and

PASSED AND APPROVED, this the 12 day of June 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

P&A – 55
CITY OF POLK CITY

POLICY FOR WATER TOWER RELIEF PROGRAM

Goals, Policies, Criteria and Procedure Goals: The purpose of this policy is to provide financial relief to Polk City residents who meet income guidelines. The City will provide assistance to those individuals that are eligible and apply to participate in the program.

Background:

The City of Polk City will be constructing one of the largest infrastructure projects to date, with construction of a new 1.5-million-gallon storage water tower. The estimated cost of construction of the Water Tower is estimated at \$8.5 million. The financing of this improvement will be paid for by the utility users of the water system. Although the rates will increase for all users, the increase could represent a burden for households with low-and-moderate incomes (LMI).

The City Council has approved water utility rates to increase July 1, 2023, to help finance the Water Tower construction project. Water utility rates may increase beyond July 1, 2023, to fund this project.

In the State of Iowa, local governments that provide tax increment financing (TIF) to residential developments, are required to set a portion of those funds aside to be used to benefit low to moderate income households. The thresholds are set by Polk County on an annual basis and are dependent on the number of individuals living in a household. Polk City has provided tax increment financing to residential developments and has a cash balance that must be spent on residential purposes, to qualifying households which meet the low-to-moderate income thresholds. Because this project may provide a burden for households, the City Council has prioritized using LMI funds for this construction project.

Application:

Individuals interested in participating in this program will need to apply. An application is available at City Hall or on the city's website: www.polkcityia.gov. Individuals that apply will need to provide proof of income with their most recent tax return. The tax return information will need to be kept on file at City Hall with the application.

Once an individual applies, and is approved, a credit will be issued on the household's utility account until any of the following occur: the household opts out of the program, the head of the household moves outside of the utilities service area, or for the life of the Water Tower loan. The loan for this project is estimated to be a 20-year loan.

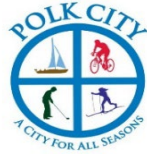
Policy:

The City Council authorizes the program and will accept applications from those that qualify. The credit per household beginning on July 1, 2023, will be \$14.55. The City Council reserves the right to adjust the credit at any time depending on the final construction costs associated with the Water Tower project.

Individuals that meet the income requirements attached to this policy are encouraged to apply. Individuals may participate in both the Water Tower Relief program and the utility billing assistance program. Any questions or inquiries about the program should be directed to City Hall at (515) 984-6233.



CITY OF POLK CITY



**PO Box 426
112 Third St
Polk City, IA 50226**

**Water Tower Relief Program
7/1/2023**

The following are the eligible Income Guidelines established for Polk County in relation to the Water Tower Relief program:

Number of Persons in Household	1	2	3	4	5	6	7	8+
Maximum Annual Income	\$ 55,200	\$ 63,050	\$ 70,950	\$ 78,800	\$ 85,150	\$ 91,450	\$ 97,750	\$ 104,050

*Income levels are adjusted annually by Polk County



City of Polk City, Iowa City Council Agenda Communication

Date: June 12, 2023
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Utility Billing Assistance program

BACKGROUND: For the City Council's consideration is an amended Utility Billing Assistance program policy. The City Council has authorized this program since November 2020, and I am recommending we make a few changes to the program.

The City Council has made it a priority in the last few years to find ways to spend down the city's LMI funds. The city does offer the utility billing assistance program, and budgets \$10,000 annually for the program. The program currently allows individuals to apply for assistance up to \$125 monthly, for 3 months in any calendar year. We have received some feedback from participants that applying 3 times in a calendar year is confusing. The most significant proposed change we are recommending is to take one application and allow for up to \$375 of assistance to those that qualify. This will help to simplify the program.

I would recommend that the proposed changes take place July 1, 2023. If individuals have participated this calendar year, we would allow participation up to the \$375. E.G. An individual has participated and has received assistance in 2023 of \$200, they are still eligible to receive assistance of up to an additional \$175.

For the City Council's information, is number of participants we've had participate in the program since its implementation.

Year	2020	2021	2022	2023 YTD
# of Participants	16	24	31	19

ALTERNATIVES: Do not approve the program

FINANCIAL CONSIDERATIONS: The financial considerations for this program are \$10,000 of LMI funds. The program has been a great way for the City to spend some of its LMI funds and provide financial support to those that qualify.

RECOMMENDATION: It is my recommendation that the Council proceed with approval of the amended utility billing assistance program, beginning July 1, 2023.

RESOLUTION NO. 2023-75

**A RESOLUTION ADOPTING A POLICY PA-56 UTILITY BILL
ASSISTANCE PROGRAM**

WHEREAS, the City of Polk City has elected to assist residential development using TIF funds; and

WHEREAS, State Law requires a portion of those TIF funds that are received to be used to benefit low to moderate income (LMI) households; and

WHEREAS, the Code of Iowa requires TIF proceeds to be used in this manner and establishes that the portion described above must be equal to a percentage of those residents in Polk County that fall within the income levels set; and

WHEREAS, the City of Polk City recognized the need for a policy to temporarily establish a utility assistance program related to COVID-19 pandemic in November 2020; and

WHEREAS, the City Council has made it a priority to continue providing financial relief to Polk City residents who meet certain income levels and recognizes the need to make some changes to the program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa to adopt a utility bill assistance program and authorize the City Clerk and City Manager to review applications submitted; and

PASSED AND APPROVED, this the 12 day of June 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

P&A – 56
CITY OF POLK CITY

POLICY FOR UTILITY BILLING ASSISTANCE PROGRAM

Goals, Policies, Criteria and Procedure Goals: The purpose of this policy is to provide financial relief to Polk City residents who meet income guidelines. The City will provide assistance to those individuals that are eligible and apply to participate in the program.

Background:

In the State of Iowa, local governments that provide tax increment financing (TIF) to residential developments, are required to set a portion of those funds aside to be used to benefit low to moderate income households. The thresholds are set by Polk County on an annual basis and are dependent on the number of individuals living in a household. Polk City has provided tax increment financing to residential developments and has a cash balance that must be spent on residential purposes, to qualifying households which meet the low-to-moderate income thresholds. The city recognizes that as rates continue to increase, they may provide a burden for households, and are offering this program to directly benefit those that may qualify.

Application:

Individuals interested in participating in this program will need to apply. Individuals may apply once per calendar year. An application is available at City Hall or on the city's website: www.polkcityia.gov. Individuals that apply will need to provide proof of income with their most recent tax return. The tax return information will need to be kept on file at City Hall with the application.

Policy:

The City Council authorizes the program and will accept applications from those that qualify. Applications will be accepted year-round and reviewed by city staff to determine eligibility. Those that qualify may apply once and will receive financial assistance up to \$375 in a calendar year to be paid towards their city utility bill. The financial assistance provided will cover costs associated with water, sanitary sewer, solid waste, recycling, and storm water fees.

Individuals that meet the income requirements attached to this policy are encouraged to apply. Any questions or inquiries about the program should be directed to City Hall at (515) 984-6233.

The City Council reserves the right to fund the program on an annual basis. Individuals may participate in both the utility billing assistance program and the Water Tower Relief program.



CITY OF POLK CITY



**PO Box 426
112 Third St
Polk City, IA 50226**

**Utility Billing Assistance Program
7/1/2023**

The following are the eligible Income Guidelines established for Polk County in relation to the Utility Billing Assistance program

Number of Persons in Household	1	2	3	4	5	6	7	8+
Maximum Annual Income	\$ 55,200	\$ 63,050	\$ 70,950	\$ 78,800	\$ 85,150	\$ 91,450	\$ 97,750	\$ 104,050

*Income levels are adjusted annually by Polk County



City of Polk City, Iowa

City Council Communication

Date: June 12, 2023 City Council meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Building Official job description

BACKGROUND: The City currently outsources all building inspections, plan reviews, and dangerous building/building code enforcement out to Safe Building. My intent was to recommend to the City Council that the city bring the service in house July 1, 2024, when the new City Hall/Community Center will be completed. I believe the timing now is justified with the number of projects we have occurring throughout the community, as well as the significant importance of addressing code enforcement.

This recommendation is strongly based on financial information. There is the potential that bringing this department under the city could provide cost savings. Below I have attached a 4-year history of building permit revenue and expenses paid to Safe Building. I recommend that the city hire a Building Official to begin and continue to work with Safe Building. Depending on the individual we hire, Safe Building can continue to do what they may not be certified in, or comfortable with until the employee receives the necessary certifications. I do not believe one person can do all the inspections for the city but will allow the person to make the decision on if we should hire a 2nd inspector. I believe we will need to hire 2 inspectors for the work done in Polk City eventually (one Official and one Inspector).

Once the City Council approves the job description, I will begin advertising. My goal is to have a building official hired by September 1, 2023.

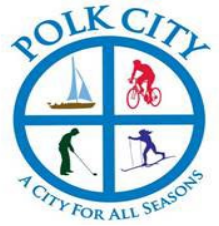
	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023 YTD</u>
Permits Revenue	\$189,180.31	\$399,529.60	\$433,510.26	\$221,454.40
Safe Building Expense	\$97,673.45	\$258,765.69	\$271,204.03	\$158,995.12

ALTERNATIVES: Do not approve the job description.

FINANCIAL CONSIDERATIONS: Including salary and benefits, I estimate it could cost the city upwards of \$144,000 annually to hire this position. I estimate that if we also hire a building inspector it could cost the city upwards of \$128,000 including salary and benefits. Total cost for the 2 positions would be \$272,000.

RECOMMENDATION: It is my recommendation that the City Council approve the job description, and we begin accepting applications for the position.

City of Polk City



Title:	Building & Zoning Official
Department:	Building Department
Status:	Regular Full-time/Exempt
Reports to:	City Manager
Supervises:	None
Pay Grade:	E4

POSITION FUNCTION:

Provides technical services and oversight to assure buildings constructed in the City are safe for use and occupation, in compliance with the City building codes and other related laws and ordinances; Conducts inspections to assure that properties are developed and maintained in conformance with the City's zoning and nuisance ordinances and other related codes.

DUTIES AND RESPONSIBILITIES:

Building Official:

1. Assumes primary responsibility for enforcement of the City of Polk City Building Codes
2. Reviews building plans and interprets building codes which regulate the inspection and installation of structural systems, as well as related codes, ordinances, and laws.
3. Coordinates with the Fire Chief on the review and interpretation of applicable Fire Codes.
4. Prepares and monitors documentation and authorizes building permits (including sign and fence permits) and certificates of occupancy.
5. Initiates legal action as necessary to obtain compliance with building codes.
6. Investigates special problems, technical data or other matters relating to structural inspection, files oral or written reports on same.
7. Communicates with contractors and the general public.
8. Makes recommendations to improve section operations and procedures.
9. Department relations with the citizens of Polk City, the city government, and all other agencies
10. Maintains inspection records.
11. Maintains liaison with the Zoning Board of Adjustments and presents the department's case on appeals.

Zoning Official:

1. Receives zoning inquiries and complaints from citizens and private organizations.
2. Conducts field visits and inspections on property to determine the nature and validity of complaints.

3. Makes recommendations to improve zoning inspection, operations, and procedures.
4. Develops and delivers presentations and attends relevant meetings, conferences and workshops.
5. Responds to request for information concerning the platting and zoning application process, requirements, regulations, and ordinances.
6. Conducts research into zoning matters.
7. Assists in formulating amendments to zoning regulations as requested.
8. Maintains plat files and records, current site plan files and Board of Adjustment records.
9. Issues permits, reviews applications for compliance with zoning ordinance, conducts inspections of property for compliance with codes.
10. Prepares, processes, and presents appeals of zoning requirements for the Board of Adjustment hearings.
11. Investigates complaints and obtains compliance in zoning violations cases, either by diplomatic persuasion or by necessary legal action.
12. Prepares and submits reports, letters of violation and general correspondence.
13. Informs responsible parties of specific violations of the zoning ordinance, prepares cases for legal action by gathering data supporting the facts of the case, attends court hearings and meets with property owners to assure compliance with the zoning ordinance.
14. Coordinates zoning matters with other City or state departments.
15. Maintains zoning inspection records.
16. Reviews all building layout plans and residential plot plans, as well as actual field conditions for compliance with zoning regulations, applicable city code including Tree Ordinance, SUDAS, access management plans, ADA requirements, recorded Final Plats and/or Council-approved Site Plan, and easement restrictions.
17. Coordinates with the Fire Chief on the interpretation and review of applicable Fire Code regulations.
18. Reviews new plats, site plans and zoning proposals and coordinates development of City required conditions for platting, Site Plan and zoning approval, including coordination with the City Engineer on the review of development applications.
19. Coordinates with developers, developer's professionals, City Engineer, and staff and prepares review comments for needed revisions to site development plans, assists with preparation of related resolutions for City Council action and with presentation concerning conditions, options, and consequences.
20. Represents the City in pre-construction meetings, providing the relevant platting and zoning compliance regulations.

Other Responsibilities:

1. Create a cohesive department with an attitude of respect, dignity, and kindness.
2. Set the standards of personal quality in all department activities, attitudes, and intentions.
3. Maintain fairness in promotions, transfers, disciplinary actions, and assignments.
4. Administer the overall vision and mission of the department for the well-being of the community and members of the department.

5. Effectively communicate the law enforcement needs of the community and the department accomplishments.
6. Participate in the strategic planning for the department.
7. Participate in Budget planning, preparation, and management.
8. Attend meetings of the Planning and Zoning Commission and City Council and any other city boards and commissions as directed by the City Manager.
9. Adhere to all City policies and procedures.

Any duties assigned by the City Manager

This job description is not intended to limit the responsibilities of an employee assigned to this position to those duties listed above. The employee is expected to follow any other reasonable instructions and perform any other reasonable duties requested by city officials. The level of involvement may vary based on need and individual capabilities.

SKILLS AND ABILITIES:

Must have extensive knowledge of functions and operations of structural installations and systems in building construction. Other skills and abilities include:

1. Knowledge of City Building codes and other laws and ordinances relating to structural installations in buildings.
2. Knowledge of building safety standards.
3. Skill in relating observations of conditions to building code provisions and safety standards.
4. Ability to operate hand tools for the construction trades and motor vehicles.
5. Ability to work under direction, exercising considerable discretion in execution of building inspection activities.
6. Ability to operate a personal computer or other personal digital devices and related software of the city to carry out assigned duties and responsibilities.
7. Ability to develop and use empathetic listening skills, communicate with clarity, and maintain an attitude that conveys respect, assistance, honesty, and resourcefulness.
8. Ability to deal effectively with customer issues over the phone and in person.
9. Ability to work cooperatively and to maintain effective working relationships to accomplish job responsibilities.
10. Ability to quickly learn and use new skills and knowledge brought about by rapidly changing information and/or technology.
11. Ability to utilize ingenuity and inventiveness in the performance of assigned tasks.
12. Ability to produce accurate correspondence, reports, forms, and documents.
13. Ability to follow directions, meet deadlines and accomplish tasks with minimal supervision.
14. Possess good planning, organizational and scheduling skills.
15. Problem Solving
16. Ability to have open communication skills with staff, elected officials, and residents.
17. Use computers and related software applications.
18. Communicates and maintains effective working relationships.

19. Ability to lift, carry, push, and pull up to 50 pounds.
-

TRAINING AND EXPERIENCE:

Graduation from high school or possession of a GED; and five years' experience in the construction trades at the journey worker level or equivalent, including supervisory experience in the construction trades; or any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work. Certification as Certified Building Inspector anticipated within three years of employment.

OTHER NECESSARY REQUIREMENTS:

1. Valid Iowa driver's license
2. Pre-employment drug testing and criminal background history check
3. Certified Residential Electrical Inspector (ICC) within 1 year of hire.
4. Certified Commercial Electrical Inspector (ICC) within 1 year of hire.
5. Certified Building Inspector within 3 years of hire.

OTHER PREFERRED REQUIREMENTS:

1. Certified Residential Plans Examiner (ICC)
2. Certified Commercial Plans Examiner (ICC)
3. Certified Commercial Mechanical Inspector (ICC)
4. Certified Commercial Plumbing Inspector (ICC)



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Organizational Chart updates

BACKGROUND: For the Council's consideration on Monday is an updated City Organizational Chart. The new chart has the addition of the new police sergeant, full-time firefighter/paramedic, building official, and building inspector. The organizational chart should be updated anytime the city adds additional staff.

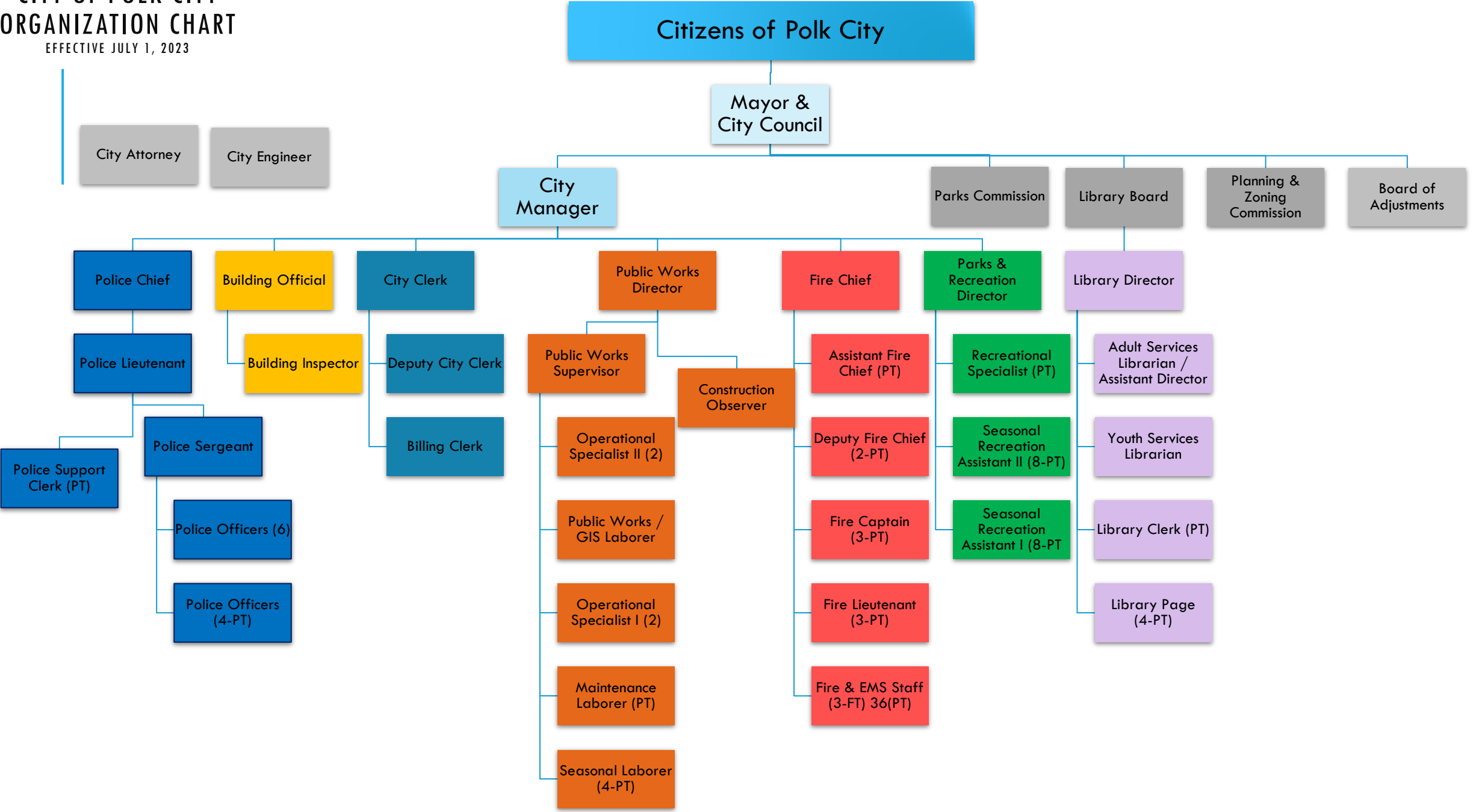
In the FY2024 budget, the city budgeted for the police sergeant and full-time firefighter/paramedic. The City did not budget to hire a building official or building inspector, however, would have the revenue source incoming to fund those 2 positions if we choose not to outsource building inspections. My recommendation for the Council is to approve the organizational chart as is and begin advertising for a building official. Once we hire a building official, we would begin advertising for a building inspector after evaluating that need. I will allow the building official to make the determination, but my thoughts are that one person cannot handle the workload for all building inspections.

ALTERNATIVES: Do not approve the organizational chart.

FINANCIAL CONSIDERATIONS: The City has budgeted for the 2 new full-time positions and has the funding available for the 2 building department positions. I will recommend a budget amendment for the building official and inspector once those positions are filled.

RECOMMENDATION: It is my recommendation that the Council approve the updated organizational chart.

CITY OF POLK CITY
ORGANIZATION CHART
EFFECTIVE JULY 1, 2023





City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Soil Quality Restoration Program update

BACKGROUND: In February 2023 we were notified that we had received another grant for a city-wide soil quality restoration program in Polk City through the Iowa Department of Agriculture and Land Stewardship. The city submitted the application in February, and we were awarded \$95,000 for another round of batch and build throughout the community. In our application we stated we would attempt to do soil quality restoration on 900,000 square feet of turf grass, which is a large amount for a small community. Of the \$95,000, \$90,000 is for 50% cost sharing with property owners, and \$5,000 must go towards education and outreach materials.

There have been just a few tweaks to the program since we completed the last one in Fall of 2021. Per the grant guidelines, we can only use the grant to cost share 50% with property owners-this has not changed. In 2021, we offered 50% cost share with an up to \$1,000 maximum on the program and we will not be doing that this round as we want to encourage larger properties to participate for more turf grass coverage. We will also not limit this to residential properties and would allow for commercial properties to participate as well.

Another change this round will be that due to the estimated project cost of over \$200,000 (including property owner payments) we will need to publicly bid the project. We plan to bid out the project later this summer for a fall application.

To date we have received 41 applications. We have been accepting applications for a few weeks, so there is tremendous interest from property owners. In 2021 we completed 63 residential properties. Applications will be accepted on a first come first served basis. In 2021 we were able to fund all interested applicants, as Polk County contributed a small amount of funds for the last few applications that were received. We will evaluate the number of applications that come in, and if there is an opportunity for the city to utilize some storm water funds, we will bring that to the City Council for consideration.

We have a public information meeting scheduled for Thursday, August 3rd at 6pm. That meeting will be virtual for anyone that has an interest in the program.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Setting public hearing to review an application for a State Revolving Fund (SRF) loan

BACKGROUND: On Monday the City Council will set a public hearing regarding our application to the State Revolving Fund. The purpose of the public hearing is to inform the residents of the community of this proposed action, discuss the actual cost and user fees associated with the project, and to address citizen's concerns, if any, with the plan. The public hearing will be set for the regular City Council meeting on July 24, 2023, at 6pm at City Hall. The loan application, the City's project plan and environmental information regarding the construction of the new 1.5-million-gallon elevated storage tank and water main project will be available for the public prior to the public hearing.

ALTERNATIVES: Do not set the public hearing

FINANCIAL CONSIDERATIONS: There are no financial considerations to set the public hearing. The financial considerations for this project will be provided prior to the July 24, 2023, City Council meeting.

RECOMMENDATION: It is my recommendation that the Council set the public hearing for the review of an application for a State Revolving Fund loan for Monday, July 24, 2023, at 6pm at City Hall.

RESOLUTION NO. 2023-76

**A RESOLUTION SETTING A PUBLIC HEARING FOR THE
PROPOSED APPLICATION FOR A STATE REVOLVING FUND LOAN**

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 project plan; and

WHEREAS, the purpose of this Public Hearing is to inform area residents of the proposed action, discuss the actual cost and user fees associated with this project.

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 July 24, 2023 at 6:00 p.m. on the proposed application for a State Revolving Fund Loan.

PASSED AND APPROVED the 12th day June 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



SRF Public Notice Example

PUBLIC HEARING NOTICE

The City of Polk City will be holding a Public Hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. These documents include design and environmental information related to the proposed improvements to the City's water supply system.

The proposed project includes the construction of a new 1.5 MG elevated storage tank and installation of approximately 2,500ft of 16" watermain and 720ft of 8" watermain with an estimated excavation depth/width of 6ft X 5ft. Excavation for the tank foundation, if deep foundations are needed, is estimated to be a depth of 40ft in a circle diameter of 48ft at 5ft wide. An access road to the new storage tank will be constructed.

In addition: this project has associated connected actions such as a platted housing development and new sports complex (baseball diamonds, parking lots etc.) that have been included in the environmental review.

The purpose of this Public Hearing is to inform area residents of the community of Polk City of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan.

The Public Hearing location and time are as follows:

July 24, 2023 – 6:00 p.m.
Polk City City Hall
112 S 3rd St.
Polk City, Iowa 50226

All interested persons are encouraged to attend this hearing. Written comments on this proposal may also be submitted prior to the hearing. Questions regarding this hearing or the availability of documentation may be directed to the City Clerk's Office at 515-984-6233.

License Application (LE0001958)

- **Applicant**

Name of Legal Entity : CASEY'S MARKETING COMPANY

Name of Business(DBA) : CASEY'S GENERAL STORE #1144

Address of Premises : 1100 S 3RD ST

Premises Suite/Apt Number :

City : Polk City

County : Polk

Zip : 50226

Business : (515) 218-9201

Mailing Address: 1 SE CONVENIENCE BLVD

City : Ankeny

State : Iowa

Zip : 50021-8045

- **Contact Person**

Name : Madison Paulson

Phone : (515) 381-5974

Email : madi.paulson@caseys.com

- **License Information**

License Number : LE0001958

License/Permit Type : Class E Retail Alcohol License

Term : 12 Month

Status : Submitted to Local Authority

Effective Date : 2023-08-09

Expiration Date : 2024-08-08

Sub-Permits : Class E Retail Alcohol License

Privileges :

Last Day of Business :

- **Status of Business**

Business Type : Corporation

- **Ownership**

DOUGLAS BEECH

City : Ankeny

State : Iowa

Zip : 50021

Position : Owner

% of ownership : 0%

U.S. Citizen : Yes

SAMUEL JAMES

City : Ankeny

State : Iowa

Zip : 50021

Position : Owner

% of ownership : 0%

U.S. Citizen : Yes

BRIAN JOHNSON

City : Johnston

State : Iowa

Zip : 50131

Position : Owner

% of ownership : 0%

U.S. Citizen : Yes

SCOTT FABER

City : Johnston

State : Iowa

Zip : 50131

Position : Owner

% of ownership : 0%

U.S. Citizen : Yes

ERIC LARSEN

City : Ankeny

State : Iowa

Zip : 50023

Position : Owner

% of ownership : 0%

U.S. Citizen : Yes

42-0935283 Casey's General Stores, Inc.

City : ANKENY

State : Iowa

Zip : 50021--804

Position : Owner

% of ownership : 100%

U.S. Citizen : Yes

- **Insurance Company Information**

-

-

License Application (BW0095101)

- **Applicant**

Name of Legal Entity : Maximum Pizza LLC

Name of Business(DBA) : Papa's Pizzeria

Address of Premises : 214 Van Dorn St

Premises Suite/Apt Number :

City : Polk City

County : Polk

Zip : 50226

Business : (515) 984-6361

Mailing Address: 805 Southeast 14th Street

City : Grimes

State : Iowa

Zip : 50111

- **Contact Person**

Name : Shawn Comer

Phone : (515) 250-3119

Email : shawn@papas-pizzeria.com

- **License Information**

License Number : BW0095101

License/Permit Type : Special Class C Retail Alcohol License

Term : 12 Month

Status : Submitted to Local Authority

Effective Date : 2023-05-28

Expiration Date : 2024-05-27

Sub-Permits : Special Class C Retail Alcohol License

Privileges : Outdoor Service

Last Day of Business :

- **Status of Business**

Business Type : Limited Liability Company

- **Ownership**

No Results Found

- **Insurance Company Information**

Insurance Company : Grinnell Mutual

Policy Effective Date : 2023-05-28

Policy Expiration : 2024-05-28

Bond Effective :

Dram Cancel Date :

Outdoor Service Effective : 2023-07-26

Outdoor Service Expiration : 2023-07-27

Temp Transfer Effective Date :

Temp Transfer Expiration Date :

-

-



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
WINE ON WHEELS IOWA, LLC	Wine on Wheels Iowa, LLC	(319) 321-3644		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
107 South 3rd Street		Polk City	Polk	50226
MAILING ADDRESS	CITY	STATE	ZIP	
775 Chukar Circle	North Liberty	Iowa	52317	

Contact Person

NAME	PHONE	EMAIL
Jeremy Bleil	(319) 321-3644	wineonwheelsiowa@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Retail Alcohol License	5 Day	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jeremy Bleil	North Liberty	Iowa	52317	owner	50.00	Yes
David Gallagher	North Liberty	Iowa	52317	owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

July 22, 2023

POLICY EXPIRATION DATE

July 27, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Amendment to the Employee Handbook PTO Accumulation Rights

BACKGROUND: In 2019, the City of Polk City converted Vacation/Sick leave to paid time off (PTO). In the handbook we allow employees to cash out their PTO twice per year. I am recommending that we do not allow PTO cash out for non-union employees. I have discussed this change with all department heads, and they are all in agreement with the proposed change.

The biggest challenge with allowing PTO cash out is that it is difficult to budget for. We only have a handful of employees that utilize the benefit, but that number could be unexpected at any time during a budget year. I would also like the employees to take their PTO and take their time away from work, which is what I am trying to encourage with the change. Using PTO has many benefits, and I want the employees to take advantage of those benefits. In the past few years, we have added staff to almost every department, and I would expect that it is less difficult for employees to take time away from work as we have better staff coverage since the conversion in 2019.

ALTERNATIVES: Do not approve the proposed change.

FINANCIAL CONSIDERATIONS: No financial considerations

RECOMMENDATION: It is my recommendation that the City Council approve the proposed amendment to the Employee Handbook.

RESOLUTION NO. 2023-77

**A RESOLUTION ADOPTING AN AMENDMENT TO THE POLK CITY
HANDBOOK**

WHEREAS, the City of Polk City currently has a section in the handbook regarding Time Off Accumulation; and

WHEREAS, the City wishes to update this section to be more specific to how employees can cash out their paid time off.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa:

Section 1. The City Council directs that the Polk City Employee Handbook be revised as attached in Exhibit “A”.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa to adopt the proposed change to the employee handbook pertaining to PTO accumulation rights.

PASSED AND APPROVED, this the 12 day of June 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

Exhibit A
City of Polk City Employee Handbook Amendment
CITY OF POLK CITY

Paid Time Off (PTO) Page 13

Existing wording:

Regular full-time and part-time employees are eligible to accrue Paid Time Off. Paid Time Off is an all-inclusive paid time off program that will provide income protection for “no fault” time away from work including illness related absences. Paid Time Off hours begin accruing after completing your Introductory Period.

Current Full-Time employees will accrue Paid Time Off as follows:

<u>Years of Service</u>	<u>Accrual Per Pay Period</u>	<u>Max</u>
0-3 Years	6.46 hours	228
4-7 Years	8.0 hours	268
8-11 Years	9.54 hours	308
12+ Years	11.08 hours	348

Part Time employees working an average of 25 hours per week but less than 40 hours per week will accrue Paid Time Off as follows:

<u>Years of Service</u>	<u>Accrual Per Pay Period</u>	<u>Max</u>
0-3 Years	3.23 hours	114
4-7 Years	4.0 hours	134
8-11 Years	4.77 hours	154
12+ Years	5.54 hours	174

Paid Time Off (PTO) Policy

Except in the instance of illness, all Paid Time Off should be scheduled in advance with your supervisor. Every effort will be made to grant your request for Personal Time at the time you desire. However, Paid Time Off cannot interfere with your department's operation and therefore must be approved by your supervisor in

advance. If any conflicts arise in requests for Paid Time Off, preference will be given to the first employee who requests the time off.

Normally, only accrued Paid Time Off may be taken. You may not receive advance Paid Time Off pay (for time off taken in excess of your Paid Time Off accrual balance) without prior written authorization from your supervisor and approval by the City Manager. Such approval must be granted in advance of your time off. Any amount of advance Paid Time Off paid but not yet accrued at the time of termination of employment, will be deducted from your final paycheck.

If you are on an approved leave of absence for less than thirty- (30) days, your Paid Time Off eligibility will not be affected. If the leave extends beyond thirty- (30) days, Paid Time Off will not continue to accrue.

Accumulation Rights

Employees are encouraged to use their Paid Time Off to take regular time off each year. If they do not, Paid Time Off will only accrue until the employee has reached the maximum that was set for their years of service (See box above). Accrual will cease until the employee uses Paid Time Off hours equal to the amount accruable during one pay period at his/her current rate of accrual.

Employees may cash out up to 40 hours of accrued PTO twice every fiscal year. The employee must have a minimum of 80 hours left after they cash out.

Upon resignation or termination, an employee shall be paid for all unused Paid Time Off left at the time of separation from employment.

Proposed wording change (Accumulation Rights change only):

Employees are encouraged to use their Paid Time Off to take regular time off each year. If they do not, Paid Time Off will only accrue until the employee has reached the maximum that was set for their years of service (See box above). Accrual will cease until the employee uses Paid Time Off hours equal to the amount accruable during one pay period at his/her current rate of accrual.

~~Employees may cash out up to 40 hours of accrued PTO twice every fiscal year. The employee must have a minimum of 80 hours left after they cash out.~~

Upon resignation or termination, an employee shall be paid for all unused Paid Time Off left at the time of separation from employment.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Amendment to the Employee Handbook City Clothing Policy

BACKGROUND: Attached for the City Council's consideration is an amendment to the employee handbook related to clothing policy. Polk City currently does not have a clothing policy, but we do purchase certain clothing for our employees to wear on the job. It was suggested by the City's auditing firm that we provide a policy with designated amounts.

It is common in local government to provide certain clothing for the employees, specifically those that may damage their clothing on the job. The policy not only outlines the threshold amounts by department, but also ensures that all shirts and coats will have a city logo on them, so our employees are easily identifiable. The policy also allows for the purchase of safety boots/shoes which are required of certain departments. Not wearing specific safety gear and boots is one of the leading causes of injury in the workplace, and helping our employees with these purchases will ensure better safety for the City.

ALTERNATIVES: Do not approve the proposed change.

FINANCIAL CONSIDERATIONS: There are no new financial considerations. The city currently allows for purchases of employee clothing, we just do not have a policy. Having designated dollar amounts could provide for cost savings.

RECOMMENDATION: It is my recommendation that the City Council approve the proposed amendment to the Employee Handbook.

RESOLUTION NO. 2023-78

**A RESOLUTION ADOPTING AN AMENDMENT TO THE POLK CITY
HANDBOOK**

WHEREAS, the City wishes to add a section to the employee handbook related to a clothing policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa:

Section 1. The City Council directs that the Polk City Employee Handbook be revised as attached in Exhibit “A”.

Section 2. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa to adopt the proposed changes to the Employee Handbook related to clothing policy; and

PASSED AND APPROVED, this the 12 day of June 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

Exhibit A
City of Polk City Employee Handbook Amendment
CITY OF POLK CITY

Clothing Allowance (Page 20)

Proposed wording addition:

The city will provide clothing reimbursement up to a certain dollar amount per fiscal year by department. The clothing reimbursements listed below will be for full-time employees. Part-time employees and seasonal employees will be eligible for half of the clothing allowance. If an employee leaves employment with the City of Polk City, all Polk City logo attire shall be returned upon resignation.

Administration Department: The city will allow for up to \$200 per fiscal year to employees in the administration department for the purchase of clothing to be used on the job: shirts and coats. Shirts and coats shall be lettered with a city logo on the front of the shirt and/or coats.

Building Department, Parks and Recreation Department and Public Works Department: The city will allow for up to \$350 per fiscal year to employees in the building department, parks and recreation department and public works department for the purchase of approved work attire to be used on the job: pants, shirts, and coats. Shirts and coats shall be lettered on the front with a city logo.

The city will allow for up to \$150 for safety boots for permanent employees (full-time and part-time) in the building department, parks and recreation department, and public works departments. Safety boots must be pre-approved prior to purchase by the city's safety officer.

Fire Department: The City will allow for up to \$350 per fiscal year to employees in the Fire Department for the purchase of approved work attire to be used on the job: pants and shirts. Shirts shall be lettered with a city logo.





June 12, 2023

Honorable Mayor and City Council
City of Polk City
112 S. 3rd Street
Polk City, Iowa

RE: CHANGE ORDER NO. 1
PARTIAL PAYMENT APPLICATION NO. 1
2023 STREET REPAIRS PROJECT

Dear Honorable Mayor and City Council:

Please find the attached Partial Payment Application No. 1 and Change Order No. 1 for the 2023 Street Repairs Project. This payment application includes work completed by the Contractor through June 1, 2023. Work completed during this pay period includes full depth patching at all project locations, driveway removal and replacement at various project locations, and storm sewer improvements at locations as shown in the project plans.

Change Order No. 1 adds three (3) major storm sewer structure adjustments to the contract and totals \$10,200.00. These adjustments are added to the contract in order more closely match the storm sewer structure work that was needed for the project. Two (2) of the structures that received major adjustments were originally planned to be full structure reconstruction. Once the pavement was removed, it was determined that much more of the structure could be used than originally anticipated. The third major adjustment was changed from a Top-Only repair due to poor conditions of the upper half of the structure. Based on the current project quantities and remaining project work, we believe that the final contract total will be very near the originally awarded \$128,781.00.

The Contractor has utilized 20 of the originally allotted 30 working days. Remaining work includes installation of sod and addressing of punchlist items.

We recommend approval of Change Order No. 1, totaling \$10,200.00, and payment of \$111,918.07 to the Contractor, Brothers Cleaning Corporation, dba Brothers Concrete, for work completed through June 1, 2023.

Please contact me should you have any questions on this pay application and change order. We will be in attendance at the June 12, 2023, City Council meeting to answer any questions regarding these items.

Sincerely,
SNYDER & ASSOCIATES, INC.


Travis D. Thornburgh, P.E.

Enclosure

cc: Mike Schulte, City of Polk City
Chelsea Huisman, City of Polk City
Kathleen Connor, Snyder & Associates
Jose Cancino, Brothers Cleaning Corporation, dba Brothers Concrete

CHANGE ORDER NO. 1

OWNER: City of Polk City

PROJECT: 2023 Street Repairs Project
S&A PROJECT #: 123.0188.01

To: Brothers Concrete
Contractor
4000 Colfax Avenue
Address
Des Moines, IA 50317
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

CO 1.1. - Addition of item to allow for construction of a major storm sewer intake adjustment without total reconstruction of the existing storm sewer intake.

2. Reason for Change:

CO 1.1. - The adjustments proposed to three existing structures were modified to better match the existing conditions. Two existing structures were less damaged than originally believed. The final structure was believed to be clear of the patching areas prior to construction, but due to structure conditions, it became necessary to replace the top half of the storm sewer intake.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
CO 1.1.	Intake Adjustment, Major	3	EACH	\$3,400.00	\$10,200.00
				TOTAL	\$10,200.00

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of \$10200.00 divided as follows:

	Contract Amount
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$128,781.00
Change due to this C.O. (+ or -)	\$10,200.00
Totals including this C.O.:	\$138,981.00

The change described herein is understood, and the terms of settlement are hereby agreed to:

Brothers Concrete
CONTRACTOR

By Jose Cancino

DATE: 6/7/2023

Snyder & Associates, Inc.
ENGINEER

By Travis D. Mouligh

DATE: 6/7/2023

City of Polk City
OWNER

By _____

DATE: _____

APPLICATION FOR PARTIAL PAYMENT NO. 1

PROJECT: 2023 Street Repairs Project

S&A PROJECT NO.: 123.0188.01

OWNER: City of Polk City
CONTRACTOR: Brothers Concrete
ADDRESS: 4000 Colfax Avenue
Des Moines, IA 50317
DATE: 6/12/2023

PAYMENT PERIOD: 3/27/2023
to 6/1/2023

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 128,781.00
Net Change by Change Order: \$ 10,200.00
Contract Amount to Date: \$ 138,981.00

CONTRACT PERIOD: TOTAL WORKING DAYS

Original Contract Date: March 27, 2023

Original Contract Time: 30

2. WORK SUMMARY:

Total Work Performed to Date: \$ 117,808.50
Retainage: 5% \$5,890.43
Total Earned Less Retainage: \$111,918.07
Less Previous Applications for Payment: \$ -
AMOUNT DUE THIS APPLICATION: \$111,918.07

Added by Change Order: 0

Contract Time to Date: 30

Time Used to Date: 20

Contract Time Remaining: 10

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Brothers Concrete

CONTRACTOR

By

Jose Cancino

DATE: 6/7/2023

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By

Travis D. Monaghan

DATE: 6/7/2023

5. OWNER'S APPROVAL

City of Polk City

OWNER

By

DATE:

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
2.1.	Below Grade Excavation (Core Out)	68	CY	\$ 25.00	\$ 1,700.00	20		\$ 500.00
2.2.	Subgrade Treatment, Geogrid, Triangular	205	SY	6.00	1,230.00			-
2.3.	Special Backfill	6	TON	95.00	570.00	5		475.00
6.1.	Remove Intake (Top-Only)	5	EACH	1,200.00	6,000.00	5		6,000.00
6.2.	Remove Intake	2	EACH	1,200.00	2,400.00	2		2,400.00
6.3.	Intake, SW-501, Top-Only	2	EACH	1,500.00	3,000.00	1		1,500.00
6.4.	Intake, SW-503, Top-Only	1	EACH	1,800.00	1,800.00	2		3,600.00
6.5.	Intake, SW-505, Top-Only	2	EACH	1,800.00	3,600.00	2		3,600.00
6.6.	Intake, SW-501, Cast In Place	1	EACH	5,500.00	5,500.00			-
6.7.	Intake, SW-503, Cast In Place	1	EACH	10,200.00	10,200.00			-
7.1.	Full Depth Patches	440	SY	83.00	36,520.00	396.5		32,909.50
7.2.	Crack and Joint Cleaning and Filling, Hot Pour	100	LF	5.00	500.00	110		550.00
7.3.	Removal of Paved Driveway	11	SY	65.00	715.00	46		2,990.00
7.4.	Driveway, Paved, PCC, 6"	11	SY	95.00	1,045.00	46		4,370.00
8.1.	Temporary Traffic Control	1	LS	3,500.00	3,500.00	1		3,500.00
11.1.	Mobilization	1	LS	5,500.00	5,500.00	1		5,500.00
2.1A.	Below Grade Excavation (Core Out)	30	CY	55.00	1,650.00			-
2.2A.	Subgrade Treatment, Geogrid, Triangular	90	SY	6.00	540.00			-
7.1A.	Full Depth Patches	180	SY	83.00	14,940.00	167		13,861.00
8.1A.	Temporary Traffic Control	1	LS	850.00	850.00	1		850.00
11.1A.	Mobilization	1	LS	3,500.00	3,500.00	1		3,500.00
2.1B.	Below Grade Excavation (Core Out)	12	CY	55.00	660.00			-
2.2B.	Subgrade Treatment, Geogrid, Triangular	35	SY	6.00	210.00			-
7.1B.	Full Depth Patches	69	SY	87.00	6,003.00	71		6,177.00
7.2B.	Crack and Joint Cleaning and Filling, Hot Pour	32	LF	30.00	960.00	12		360.00
8.1B.	Temporary Traffic Control	1	LS	850.00	850.00	1		850.00
11.1B.	Mobilization	1	LS	3,500.00	3,500.00	1		3,500.00
2.1C.	Below Grade Excavation (Core Out)	11	CY	55.00	605.00			-
2.2C.	Subgrade Treatment, Geogrid, Triangular	34	SY	6.00	204.00			-
7.1C.	Full Depth Patches	67	SY	87.00	5,829.00	68		5,916.00
8.1C.	Temporary Traffic Control	1	LS	1,200.00	1,200.00	1		1,200.00
11.1C.	Mobilization	1	LS	3,500.00	3,500.00	1		3,500.00
					-			-
		TOTAL ORIGINAL CONTRACT = \$ 128,781.00				\$ 107,608.50		
CHANGE ORDER SUMMARY:								
CO 1.1.	Intake Adjustment, Major	3	EA	3,400.00	10,200.00	3		10,200.00
		TOTAL CHANGE ORDERS = \$ 10,200.00				\$ 10,200.00		
		TOTAL CONTRACT & CHANGE ORDERS \$138,981.00				\$ 117,808.50		

RESOLUTION 2023-79

A RESOLUTION APPROVING THE CHANGE ORDER NO. 1 FOR THE 2023 STREET REPAIRS PROJECT

WHEREAS, the City of Polk City, City Council, approved Resolution 2023-30 ordering construction for the 2023 Street Repairs Project on March 13, 2023; and

WHEREAS, the City Council approved Resolution 2023-31 on March 13, 2023 awarding the construction contract to Brothers Cleaning Corporation dba Brothers Concrete; and

WHEREAS, on March 27, 2023 the City Council approved Resolution 2023-41 approving the contract in the amount of \$128,781; and

WHEREAS, Brothers Concrete, and the City Engineer have submitted the to the City of Polk City, Change Order No. 1 in the amount of \$10,200.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves Change Order No. 1 in the amount of \$10,200 for the 2023 Street Repairs Project.

PASSED AND APPROVED the 12 day of June 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

RESOLUTION 2023-80

**A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 1
FOR THE 2023 STREET REPAIRS PROJECT**

WHEREAS, the City of Polk City, City Council, approved Resolution 2023-30 ordering construction for the 2023 Street Repairs Project on March 13, 2023; and

WHEREAS, the City Council approved Resolution 2023-31 on March 13, 2023 awarding the construction contract to Brothers Cleaning Corporation dba Brothers Concrete; and

WHEREAS, on March 27, 2023 the City Council approved Resolution 2023-41 approving the contract in the amount of \$128,781; and

WHEREAS, on June 12, 2023 the City Council approved Resolution 2023-79 approving Change Order No. 1 in the amount of \$10,200; and

WHEREAS, Brothers Concrete, and the City Engineer have submitted the Application for Partial Payment No. 1 giving a detailed estimate of work completed with an application for payment in the amount of \$111,918.07.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 1 for the 2023 Street Repairs Project in the amount of \$111,918.07.

PASSED AND APPROVED the 12 day of June 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



June 12, 2023

Honorable Mayor and City Council
City of Polk City
112 S. 3rd Street
Polk City, Iowa

RE: RECOMMENDATION OF ACCEPTANCE OF PUBLIC IMPROVEMENTS
PARTIAL PAYMENT APPLICATION NO. 1 (SUBFINAL RETAINAGE HELD)
W. BRIDGE ROAD WATER MAIN LOOP PROJECT

Dear Honorable Mayor and City Council:

The Polk City Public Works Department provided construction observation services for all the above public improvements and finds them to have been completed in substantial conformance with the approved construction drawings and specifications. Snyder and Associates, Inc. provided construction administration services including review of material submittals and review of testing results for compliance with SUDAS and Polk City code. Based on the recommendation of Polk City Public Works, we recommend acceptance of public improvements for the W. Bridge Road Water Main Loop Project

Please find attached Partial Payment Application No. 1 (Subfinal Retainage Held). This payment application includes work completed by the Contractor through June 1, 2023. Work completed through this pay application includes all construction items. The Contractor utilized 10.5 of the fifteen (15) working days originally allotted for the project. The final contract value is \$71,531.00.

We recommend payment of \$67,954.45 to the Contractor, The Underground Company, Ltd., for the completed contract work, while still retaining 5% of the contract value as retainage.

Please contact me should you have any questions regarding this payment application. We will be in attendance at the June 12, 2023, City Council meeting to answer any questions regarding this document.

Sincerely,

SNYDER & ASSOCIATES, INC

Travis D. Thornburgh, P.E

Enclosure

cc: Mike Schulte, City of Polk City
Chelsea Huisman, City of Polk City
Kathleen Connor, Snyder & Associates
Chris Burkhardt, The Underground Company, Ltd.

APPLICATION FOR PARTIAL PAYMENT NO. 1 (SUBFINAL RETAINAGE HELD)

PROJECT: West Bridge Road Water Main Loop Project

S&A PROJECT NO.: 121.0378.01

OWNER: City of Polk City
CONTRACTOR: The Underground Company, Ltd.
ADDRESS: 12245 Dakota Street
Carlisle, Iowa 50047
DATE: 6/12/2023

PAYMENT PERIOD: 5/1/2023
to 6/1/2023

1. CONTRACT SUMMARY:

Original Contract Amount:	\$ 71,531.00
Net Change by Change Order:	\$ -
Contract Amount to Date:	\$ 71,531.00

CONTRACT PERIOD: TOTAL WORKING DAYS

Original Contract Date: April 24, 2023

Original Contract Time: 15

Added by Change Order: 0

Contract Time to Date: 15

Time Used to Date: 10.5

Contract Time Remaining: 4.5

2. WORK SUMMARY:

Total Work Performed to Date:	\$ 71,531.00
Retainage: 5%	\$3,576.55
Total Earned Less Retainage:	\$67,954.45
Less Previous Applications for Payment:	\$ -
AMOUNT DUE THIS APPLICATION:	<u>\$67,954.45</u>

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
- (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

The Underground Company, Ltd.

CONTRACTOR

By

DATE:

6/7/23

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By

DATE:

6/7/2023

5. OWNER'S APPROVAL

City of Polk City

OWNER

By

DATE:

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
2.1.	Topsoil, On-Site	149	CY	\$ 12.00	\$ 1,788.00	149		\$ 1,788.00
2.2.	Remove, Salvage, and Replace Erosion Control Rock	58	CY	15.00	870.00	58		870.00
3.1.	Trench Compaction Testing	1	LS	500.00	500.00	1		500.00
5.1.	Water Main, Trenched, PVC C900, 12"	252	LF	159.00	40,068.00	252		40,068.00
5.2.	Fitting, 22.5 Degree Bend, 12"	2	EA	1,120.00	2,240.00	2		2,240.00
5.3.	Fitting, 45 Degree Bend, 12"	2	EA	1,120.00	2,240.00	2		2,240.00
5.4.	Valve, Gate, 12"	1	EA	3,775.00	3,775.00	1		3,775.00
5.5.	Fire Hydrant Assembly Removal	1	EA	400.00	400.00	1		400.00
5.6.	Connection to Existing Water Main	1	EA	3,240.00	3,240.00	1		3,240.00
7.1.	Driveway Removal, PCC	26	SY	20.00	520.00	26		520.00
7.2.	Driveway Pavement, PCC	26	SY	165.00	4,290.00	26		4,290.00
8.1.	Temporary Traffic Control	1	LS	1,000.00	1,000.00	1		1,000.00
9.1.	Conventional Seeding and Fertilizing, Permanent Type 1	0.3	ACRE	16,000.00	4,800.00	0.3		4,800.00
11.1.	Mobilization	1	LS	4,000.00	4,000.00	1		4,000.00
11.2.	Remove, Salvage, and Reset Mailbox	1	EA	300.00	300.00	1		300.00
11.3.	Utility Exploration/Potholing	1	LS	1,500.00	1,500.00	1		1,500.00
12.0.					-			-
13.0.					-			-
14.0.					-			-
15.					-			-
16.					-			-
17.					-			-
18.					-			-
19.					-			-
20.					-			-
21.					-			-
22.					-			-
23.					-			-
24.					-			-
25.					-			-
26.					-			-
27.					-			-
		TOTAL ORIGINAL CONTRACT = \$ 71,531.00				\$ 71,531.00		
CHANGE ORDER SUMMARY:								
		TOTAL CHANGE ORDERS = \$ -				\$ -		
		TOTAL CONTRACT & CHANGE ORDERS \$71,531.00				\$ 71,531.00		

CERTIFICATE OF COMPLETION

W. BRIDGE ROAD WATER MAIN LOOP PROJECT

Polk City, Iowa

June 12, 2023

We hereby declare that we have made an on-site review of the completed construction of the *W. Bridge Road Water Main Loop Project* as performed by The Underground Company Ltd.

As Construction Observers for the project, it is our opinion that the work performed is in substantial conformance with the plans and specifications, and that the final amount of the Contract is *\$71,531.00*. I hereby recommend acceptance of the project.

Respectfully submitted,

POLK CITY PUBLIC WORKS



*Nick Furness
Construction Observer
City of Polk City*

RESOLUTION 2023-81

A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 1 (SUBINFAL RETAINAGE HELD) FOR THE W. BRIDGE ROAD WATER MAIN LOOP PROJECT

WHEREAS, the City of Polk City, City Council, approved Resolution 2022-106 ordering construction for the West Bridge Road Water Main Loop Project on August 22, 2022; and

WHEREAS, the City Council approved Resolution 2022-108 on September 12, 2022 awarding the construction contract to Elder Corporation in the amount of \$79,200; and

WHEREAS, the City Council approved rescinding Resolution 2022-108 on April 24, 2023 and approved the proposal of the Underground Company, LTD in the amount of \$74,771; and

WHEREAS, the Underground Company, LTD and the City Engineer have submitted the Application for Partial Payment No. 1 (Sub final retainage held) giving a detailed estimate of work completed with an application for payment in the amount of \$67,954.45; and

WHEREAS, Polk City Public Works has provided a Certificate of Completion and recommends acceptance of the project.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 1 (Sub final retainage held) for the West Bridge Road Water Main Loop Project.

BE IT FURTHER RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the W. Bridge Road Water Main Loop Project.

PASSED AND APPROVED the 12 day of June 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa City Council Agenda Communication

Date: June 12, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Setting the date for the sale of General Obligation Corporate Purpose Bonds, Series 2023 and authorizing the use of a preliminary official statement in connection therewith

BACKGROUND: On Monday, the City Council will set the date for the sale of General Obligation bonds. The sale of the bonds will take place on June 26, 2023. The Council will also authorize the use of the Preliminary Official Statement (POS) with the same proceedings. The proceeds from the bond sales will be utilized for the below projects:

1. Northside Drive realignment, street repairs project & trail project-not to exceed \$1,375,000.
2. Trail projects along Bridge Road-not to exceed \$275,000.
3. Police Equipment-not to exceed \$200,000.
4. City Hall, an Urban Renewal Project-not to exceed \$1,750,000 to construct a new City Hall/Community Center facility.

ALTERNATIVES: Do not set the date and authorize the use of the official statement.

FINANCIAL CONSIDERATIONS: \$3,600,000 of proposed new issuance.

RECOMMENDATION: It is my recommendation that the Council set the date for June 26, 2023 for the sale of General Obligation bonds, and to authorize the official POS.

RESOLUTION NO. 2023-82

Resolution setting the date for the sale of General Obligation Corporate Purpose Bonds, Series 2023 and authorizing the use of a preliminary official statement in connection therewith

WHEREAS, the City of Polk City (the “City”), in Polk County, State of Iowa, heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$1,850,000, for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) acquiring vehicles and equipment for the municipal police and fire departments, and has published notice of the proposed action and has held a hearing thereon on March 13, 2023; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Urban Renewal Loan Agreement” and, together with the Essential Purpose Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$1,750,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the City Hall Project in the Polk City Area II Urban Renewal Area consisting of constructing, furnishing and equipping a new City Hall facility, as further detailed in the urban renewal plan approved by the City Council on March 14, 2022, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 13, 2023, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City combined the Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2023 (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by PFM Financial Advisors LLC, as municipal advisor (the “Municipal Advisor”) to the City; and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to make provision for the advertisement thereof;

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

Section 1. The City Manager and City Clerk are hereby authorized to take such action as shall be deemed necessary and appropriate, with the Municipal Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Manager and City Clerk are hereby authorized and directed to cause the execution of a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 11:00 a.m. CST on June 26, 2023, at City Hall, in the City, or at the office of the City's Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309. The City Council shall meet on the same date at 6:00 p.m., at City Hall, 122 3rd Street, Polk City, Iowa, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the "Terms of Offering" attached to the P.O.S. and to be in such form as the Municipal Advisor may deem to be appropriate.

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY[®], and hereby finds and determines that the PARITY[®] competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 12, 2023.

Mayor

Attest:

City Clerk

TO OWNER:	PROJECT:	APPLICATION NO:	4	Distribution to:						
City of Polk City 112 S 3rd Street Polk City, IA 50226	Polk City Fire and Community Center 112 N 3rd Street Polk City, IA 50226			<table border="1"> <tr><td>x</td><td>OWNER</td></tr> <tr><td>x</td><td>ARCHITECT</td></tr> <tr><td>x</td><td>CONTRACTOR</td></tr> </table>	x	OWNER	x	ARCHITECT	x	CONTRACTOR
x	OWNER									
x	ARCHITECT									
x	CONTRACTOR									
		PERIOD TO:	05/31/23							
FROM CONTRACTOR:	VIA ARCHITECT: FEH Design									
GTG Construction, LLC 6505 Merle Hay Rd Suite A Johnston IA 50131-1232 Weeks MS Auditorium	Attn: Cory Sharp 604 East Grand Avenue Des Moines, IA 50309	PROJECT NOS:	230007							
CONTRACT FOR:		CONTRACT DATE:	01/23/23							

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	1,171,000.00
2. Net change by Change Orders	\$	-
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,171,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$240,075.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$12,003.75	
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	12,003.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	228,071.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	117,230.00
8. CURRENT PAYMENT DUE	\$	110,841.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	942,928.75

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

GTG Construction, LLC
Digitally signed by Jessica L. Reynolds
DN: C=US,
E=jessicar@gtgcompanies.com,
O=GTG Construction, CN=Jessica L. Reynolds
Date: 2023.06.07 14:39:56-05'00'

By:

Jessica L. Reynolds

Date:

05/31/23

GTG Construction LLC
Jessica L. Reynolds
6505 Merle Hay Road
PO Box 917
Johnston, IA 50131

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

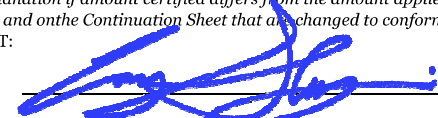
AMOUNT CERTIFIED

110,841.25

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

ARCHITECT:

By:


6-7-2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF PAGES 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 05/31/23
PERIOD TO: 05/31/23
PROJECT NO: 230007

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Conditions	\$58,275	\$15,500.00	\$8,500.00	\$0.00	\$24,000.00	41.18%	\$34,275.00	\$1,200.00
2	Bond	\$18,000	\$18,000.00	\$0.00	\$0.00	\$18,000.00	100.00%	\$0.00	\$900.00
3	Submittal Exchange	\$5,400	\$5,400.00	\$0.00	\$0.00	\$5,400.00	100.00%	\$0.00	\$270.00
4	Temp Barricades Material	\$3,793	\$2,000.00	\$500.00	\$0.00	\$2,500.00	65.91%	\$1,293.00	\$125.00
5	Temp Barricades Labor	\$2,530	\$1,500.00	\$500.00	\$0.00	\$2,000.00	79.05%	\$530.00	\$100.00
6	Cleaning	\$5,300	\$500.00	\$1,000.00	\$0.00	\$1,500.00	28.30%	\$3,800.00	\$75.00
7	Demolition	\$22,356	\$13,500.00	\$0.00	\$0.00	\$13,500.00	60.39%	\$8,856.00	\$675.00
8	Concrete Footings Material	\$1,936	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,936.00	\$0.00
9	Concrete Footings Labor	\$1,292	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,292.00	\$0.00
10	Concrete Slab on Grade Material	\$26,400	\$0.00	\$7,500.00	\$0.00	\$7,500.00	28.41%	\$18,900.00	\$375.00
11	Concrete Slab on Grade Labor	\$17,600	\$0.00	\$5,500.00	\$0.00	\$5,500.00	31.25%	\$12,100.00	\$275.00
12	Steel Material	\$1,480	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,480.00	\$0.00
13	Rough Carpentry Material	\$32,580	\$500.00	\$4,000.00	\$0.00	\$4,500.00	13.81%	\$28,080.00	\$225.00
14	Rough Carpentry and Steel Labor	\$21,720	\$2,500.00	\$5,000.00	\$0.00	\$7,500.00	34.53%	\$14,220.00	\$375.00
15	Millwork Material	\$63,388	\$6,500.00	\$0.00	\$0.00	\$6,500.00	10.25%	\$56,888.00	\$325.00
16	Millwork Labor	\$10,185	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,185.00	\$0.00
17	Joint Sealants Material	\$1,600	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,600.00	\$0.00
18	Joint Sealants Labor	\$1,640	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,640.00	\$0.00
19	Door Material	\$28,020	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,020.00	\$0.00
20	Door Labor	\$1,475	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,475.00	\$0.00
21	Glass Material	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
22	Glass Labor	\$3,953	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,953.00	\$0.00
23	Drywall/ACT Material	\$43,970	\$1,500.00	\$0.00	\$0.00	\$1,500.00	3.41%	\$42,470.00	\$75.00
24	Drywall/ACT Labor	\$29,313	\$2,000.00	\$0.00	\$0.00	\$2,000.00	6.82%	\$27,313.00	\$100.00
25	Tiling Material	\$10,000	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
26	Tiling Labor	\$6,578	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,578.00	\$0.00
27	Flooring Material	\$20,000	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
28	Flooring Labor	\$14,182	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,182.00	\$0.00
29	Fluid Applied Flooring Material	\$4,000	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
30	Fluid Applied Flooring Labor	\$3,020	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,020.00	\$0.00
31	Paint Material	\$8,000	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
32	Paint	\$11,667	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,667.00	\$0.00
33	Specialties Material	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
34	Specialties Labor	\$2,088	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,088.00	\$0.00
35	Signage	\$3,968	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,968.00	\$0.00
36	Window Treatment Material	\$1,501	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,501.00	\$0.00
37	Window Treatment Labor	\$800	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$800.00	\$0.00
38	Wheelchair Lift Material	\$21,675	\$0.00	\$0.00	\$21,675.00	\$21,675.00	100.00%	\$0.00	\$1,083.75
39	Wheelchair Lift Labor	\$14,451	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,451.00	\$0.00
40	Fire Suppression Material	\$6,000	\$0.00	\$2,500.00	\$0.00	\$2,500.00	41.67%	\$3,500.00	\$125.00
41	Fire Suppression Labor	\$4,088	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,088.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF PAGES 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 05/31/23
PERIOD TO: 05/31/23
PROJECT NO: 230007

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
42	HVAC Material	\$120,000	\$10,000.00	\$0.00	\$0.00	\$10,000.00	8.33%	\$110,000.00	\$500.00
43	HVAC Labor	\$73,881	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,881.00	\$0.00
44	Plumbing Material	\$65,481	\$5,500.00	\$0.00	\$0.00	\$5,500.00	8.40%	\$59,981.00	\$275.00
45	Plumbing Labor	\$43,654	\$3,500.00	\$0.00	\$0.00	\$3,500.00	8.02%	\$40,154.00	\$175.00
46	Electrical Material	\$103,218	\$35,000.00	\$8,500.00	\$16,500.00	\$60,000.00	58.13%	\$43,218.00	\$3,000.00
47	Electrical Labor	\$68,813	\$0.00	\$10,000.00	\$0.00	\$10,000.00	14.53%	\$58,813.00	\$500.00
48	Excavation	\$5,476	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,476.00	\$0.00
49	Paving Material	\$9,000	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00	\$0.00
50	Paving Labor	\$9,273	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,273.00	\$0.00
51	Site Utilities	\$62,100	\$0.00	\$25,000.00	\$0.00	\$25,000.00	40.26%	\$37,100.00	\$1,250.00
52	Alt 1 - Station Alerting System Material	\$39,528	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$39,528.00	\$0.00
53	Alt 1 - Station Alerting System Labor	\$26,352	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,352.00	\$0.00
GRAND TOTALS		\$1,171,000.00	\$123,400.00	\$78,500.00	\$38,175.00	\$240,075.00	16.65%	\$930,925.00	\$12,003.75



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

5/18/2023

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

AGENCY Assured Partners, LLC 4200 University Ave., Suite 200 West Des Moines, IA 50266-5945	PHONE (A/C, No, Ext): 515-244-0150	COMPANY Continental Insurance Company 333 South Wabash Chicago, IL 60604	
FAX (A/C, No): 515-244-9535		E-MAIL ADDRESS: lindsay.gentry@lmcins.com	
License#: 1001000272			
CODE: AGENCY CUSTOMER ID #:	SUB CODE:		
INSURED Van Maanen Electric, Inc. 500 Iowa Speedway Dr. Newton, IA 50208		LOAN NUMBER	POLICY NUMBER 6081088006
		EFFECTIVE DATE 08/01/2022	EXPIRATION DATE 08/01/2023
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

☒

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Scheduled Equipment - Special Cause of Loss

See Remarks

5,000

REMARKS (Including Special Conditions)

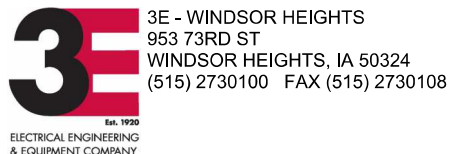
RE: Stored Materials for the Polk City Fire Dept Renovation Van Maanen Warehouse Materials being stored valued at \$14,298.00

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS GTG Companies 6505 Merle Hay Road Johnston, IA 50131	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			



INVOICE - DIRECT ORDER

INVOICE DATE	INVOICE NO.
05/03/23	8193194-00
PO. NO.	PAGE #
10807 - POLK CITY FIRE	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
http://3e-co.billtrust.com	LFR TBZ VGV

BILL TO:

VAN MAANEN ELECTRIC,INC
500 SPEEDWAY DRIVE
PO BOX 1131
NEWTON, IA 50208-1131

REMIT TO:
Consolidated Electrical Distributor
PO BOX 850365
MINNEAPOLIS, MN 55485-0365

SHIP TO:

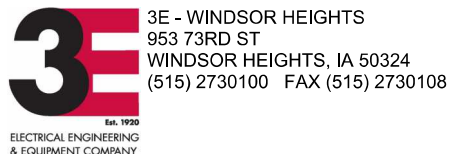
VAN MAANEN ELECTRIC,INC
POLK CITY IRE DEPT
500 SPEEDWAY DRIVE
General Delivery
NEWTON, IA 50208-1131

PLACED BY		INSTRUCTIONS		REFERENCE		CASH DISCOUNT	
MATT BAKER		ATTN: MATT BAKER				40.90	
CUST #		SHIP POINT		SHIP VIA	SHIPPED	IF PAID BY	
274990		** Drop Ship **		UPS GROUND	05/01/23	06/10/23	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
1	LTH EVO4 40/15 AR LSS WD MVOLT GZ10 MARK:TYPE F1	34.00	34.00	0.00	each	128.00	0.00
2	LTH EVO4SH 40/10 DFR SMO MVOLT EZ10 MARK:TYPE F2	3.00	3.00	0.00	each	160.00	0.00
3	LTH CLX L48 4000LM SEF RDL MVOLT GZ10 40K 80CRI WH MARK:TYPE F3	19.00	19.00	0.00	each	87.00	0.00
4	LTH HC36 M12 MARK:TYPE F3	19.00	19.00	0.00	each	9.00	0.00
5	LTH CLX L24 2000LM SEF RDL MVOLT GZ10 40K 80CRI WH MARK:TYPE F3A	5.00	5.00	0.00	each	64.00	0.00
6	LTH HC36 M12 MARK:TYPE F3A	5.00	5.00	0.00	each	9.00	0.00
7	LTH IBG 24000LM SEF AFL GND 120 GZ10 40K 80CRI NCMB6 DWH MARK:TYPE F4	13.00	13.00	0.00	each	284.00	0.00
8	LTH IBAC120 M100 MARK:TYPE F4	13.00	13.00	0.00	each	25.00	0.00
9	LTH IBG 24000LM SEF AFL GND MVOLT GZ10 40K 80CRI IE20WCPHE LSXR6 DWH MARK:TYPE F4E	3.00	3.00	0.00	each	431.00	0.00
10	LTH IBAC120 M100 MARK:TYPE F4E	3.00	3.00	0.00	each	25.00	0.00
11	LTH ENVX 1X4 HRG 4000LM 80CRI 40K	38.00	38.00	0.00	each	157.00	0.00

Continued

Cash Discount 40.90 If Paid By 06/10/23

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INVOICE - DIRECT ORDER

INVOICE DATE	INVOICE NO.
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TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
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BILL TO:

VAN MAANEN ELECTRIC,INC
500 SPEEDWAY DRIVE
PO BOX 1131
NEWTON, IA 50208-1131

REMIT TO:
Consolidated Electrical Distributor
PO BOX 850365
MINNEAPOLIS, MN 55485-0365

SHIP TO:
VAN MAANEN ELECTRIC,INC
POLK CITY IRE DEPT
500 SPEEDWAY DRIVE
General Delivery
NEWTON, IA 50208-1131

PLACED BY		INSTRUCTIONS		REFERENCE		CASH DISCOUNT	
MATT BAKER		ATTN: MATT BAKER				40.90	
CUST #		SHIP POINT		SHIP VIA	SHIPPED	IF PAID BY	
274990		** Drop Ship **		UPS GROUND	05/01/23	06/10/23	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
	MIN10 ZT MVOLT						
	MARK:TYPE F6						
12	LTH DGA14	38.00	38.00	0.00	each	51.00	0.00
	MARK:TYPE F6						
13	LTH ELM4L UVOLT LTP SDRT	20.00	20.00	0.00	each	123.00	0.00
	MARK:TYPE EM1						
14	LTH LE S 1 R EL N SD	7.00	7.00	0.00	each	207.00	0.00
	MARK:TYPE EX1						
16	LTH NCM 9 AR RJB	3.00	3.00	0.00	each	156.00	0.00
	MARK:TYPE CONTROLS						
17	LTH NCM 9 RJB	2.00	0.00	2.00	each	149.00	298.00
	MARK:TYPE CONTROLS						
18	LTH NCM PDT 9 RJB	9.00	0.00	9.00	each	176.00	1584.00
	MARK:TYPE CONTROLS						
19	LTH NCM PDT 10 RJB	4.00	0.00	4.00	each	176.00	704.00
	MARK:TYPE CONTROLS						
20	LTH NPODMA DX XX	11.00	11.00	0.00	each	90.00	0.00
	MARK:TYPE CONTROLS						
21	LTH NPODMA XX	12.00	12.00	0.00	each	90.00	0.00
	MARK:TYPE CONTROLS						
22	LTH NPP16 D EFP SA	11.00	0.00	11.00	each	96.00	1056.00
	MARK:TYPE CONTROLS						
23	LTH NPP16 EFP	6.00	6.00	0.00	each	84.00	0.00
	MARK:TYPE CONTROLS						
24	LTH NPP16 EFP SA	3.00	3.00	0.00	each	90.00	0.00
	MARK:TYPE CONTROLS						

Continued

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3E - WINDSOR HEIGHTS
953 73RD ST
WINDSOR HEIGHTS, IA 50324
(515) 2730100 FAX (515) 2730108

INVOICE - DIRECT ORDER

INVOICE DATE	INVOICE NO.
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10807 - POLK CITY FIRE	3

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
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BILL TO:

REMIT TO:
Consolidated Electrical Distributor
PO BOX 850365
MINNEAPOLIS, MN 55485-0365

VAN MAANEN ELECTRIC,INC
500 SPEEDWAY DRIVE
PO BOX 1131
NEWTON, IA 50208-1131

SHIP TO:

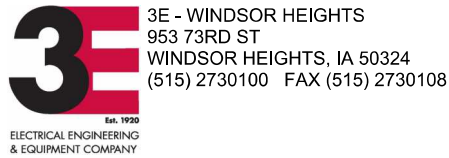
VAN MAANEN ELECTRIC,INC
POLK CITY IRE DEPT
500 SPEEDWAY DRIVE
General Delivery
NEWTON, IA 50208-1131

PLACED BY		INSTRUCTIONS		REFERENCE		CASH DISCOUNT	
MATT BAKER		ATTN: MATT BAKER				40.90	
CUST #		SHIP POINT		SHIP VIA	SHIPPED	IF PAID BY	
274990		** Drop Ship **		UPS GROUND	05/01/23	06/10/23	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
25	LTH WSXA PDT 2P XX MARK:TYPE CONTROLS	1.00	0.00	1.00	each	77.00	77.00
26	LTH WSXA PDT SA XX MARK:TYPE CONTROLS	7.00	0.00	7.00	each	53.00	371.00
25	Lines Total	Qty Shipped Total		34	Total Invoice Total		4090.00 4090.00

Last Page

Cash Discount 40.90 If Paid By 06/10/23

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INVOICE - DIRECT ORDER

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TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
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BILL TO:

VAN MAANEN ELECTRIC,INC
500 SPEEDWAY DRIVE
PO BOX 1131
NEWTON, IA 50208-1131

REMIT TO:
Consolidated Electrical Distributor
PO BOX 850365
MINNEAPOLIS, MN 55485-0365

SHIP TO:

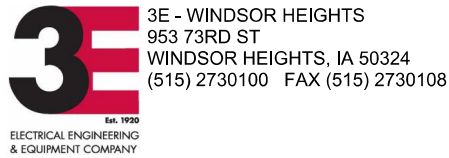
VAN MAANEN ELECTRIC,INC
POLK CITY IRE DEPT
500 SPEEDWAY DRIVE
General Delivery
NEWTON, IA 50208-1131

PLACED BY		INSTRUCTIONS		REFERENCE		CASH DISCOUNT	
MATT BAKER		ATTN: MATT BAKER				32.04	
CUST #		SHIP POINT		SHIP VIA	SHIPPED	IF PAID BY	
274990		** Drop Ship **		UPS GROUND	05/02/23	06/10/23	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
1	LTH EVO4 40/15 AR LSS WD MVOLT GZ10 MARK:TYPE F1	34.00	34.00	0.00	each	128.00	0.00
2	LTH EVO4SH 40/10 DFR SMO MVOLT EZ10 MARK:TYPE F2	3.00	3.00	0.00	each	160.00	0.00
3	LTH CLX L48 4000LM SEF RDL MVOLT GZ10 40K 80CRI WH MARK:TYPE F3	19.00	19.00	0.00	each	87.00	0.00
4	LTH HC36 M12 MARK:TYPE F3	19.00	19.00	0.00	each	9.00	0.00
5	LTH CLX L24 2000LM SEF RDL MVOLT GZ10 40K 80CRI WH MARK:TYPE F3A	5.00	5.00	0.00	each	64.00	0.00
6	LTH HC36 M12 MARK:TYPE F3A	5.00	5.00	0.00	each	9.00	0.00
7	LTH IBG 24000LM SEF AFL GND 120 GZ10 40K 80CRI NCMB6 DWH MARK:TYPE F4	13.00	13.00	0.00	each	284.00	0.00
8	LTH IBAC120 M100 MARK:TYPE F4	13.00	13.00	0.00	each	25.00	0.00
9	LTH IBG 24000LM SEF AFL GND MVOLT GZ10 40K 80CRI IE20WCPHE LSXR6 DWH MARK:TYPE F4E	3.00	3.00	0.00	each	431.00	0.00
10	LTH IBAC120 M100 MARK:TYPE F4E	3.00	3.00	0.00	each	25.00	0.00
11	LTH ENVX 1X4 HRG 4000LM 80CRI 40K	38.00	38.00	0.00	each	157.00	0.00

Continued

Cash Discount 32.04 If Paid By 06/10/23

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INVOICE - DIRECT ORDER

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TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
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BILL TO:

VAN MAANEN ELECTRIC,INC
500 SPEEDWAY DRIVE
PO BOX 1131
NEWTON, IA 50208-1131

REMIT TO:
Consolidated Electrical Distributor
PO BOX 850365
MINNEAPOLIS, MN 55485-0365

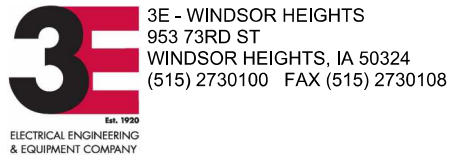
SHIP TO:
VAN MAANEN ELECTRIC,INC
POLK CITY IRE DEPT
500 SPEEDWAY DRIVE
General Delivery
NEWTON, IA 50208-1131

PLACED BY		INSTRUCTIONS		REFERENCE		CASH DISCOUNT	
MATT BAKER		ATTN: MATT BAKER				32.04	
CUST #		SHIP POINT		SHIP VIA	SHIPPED	IF PAID BY	
274990		** Drop Ship **		UPS GROUND	05/02/23	06/10/23	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
	MIN10 ZT MVOLT						
	MARK:TYPE F6						
12	LTH DGA14	38.00	38.00	0.00	each	51.00	0.00
	MARK:TYPE F6						
13	LTH ELM4L UVOLT LTP SDRT	20.00	20.00	0.00	each	123.00	0.00
	MARK:TYPE EM1						
14	LTH LE S 1 R EL N SD	7.00	7.00	0.00	each	207.00	0.00
	MARK:TYPE EX1						
16	LTH NCM 9 AR RJB	3.00	3.00	0.00	each	156.00	0.00
	MARK:TYPE CONTROLS						
20	LTH NPODMA DX XX	11.00	0.00	11.00	each	90.00	990.00
	MARK:TYPE CONTROLS						
21	LTH NPODMA XX	16.00	0.00	16.00	each	90.00	1440.00
	MARK:TYPE CONTROLS						
23	LTH NPP16 EFP	6.00	0.00	6.00	each	84.00	504.00
	MARK:TYPE CONTROLS						
24	LTH NPP16 EFP SA	3.00	0.00	3.00	each	90.00	270.00
	MARK:TYPE CONTROLS						
19	Lines Total	Qty Shipped Total		36	Total Invoice Total		3204.00 3204.00

Last Page

Cash Discount 32.04 If Paid By 06/10/23

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INVOICE - DIRECT ORDER

INVOICE DATE	INVOICE NO.
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TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
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BILL TO:

VAN MAANEN ELECTRIC,INC
500 SPEEDWAY DRIVE
PO BOX 1131
NEWTON, IA 50208-1131

REMIT TO:
Consolidated Electrical Distributor
PO BOX 850365
MINNEAPOLIS, MN 55485-0365

SHIP TO:

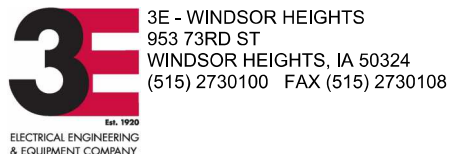
VAN MAANEN ELECTRIC,INC
POLK CITY IRE DEPT
500 SPEEDWAY DRIVE
General Delivery
NEWTON, IA 50208-1131

PLACED BY		INSTRUCTIONS		REFERENCE		CASH DISCOUNT	
MATT BAKER		ATTN: MATT BAKER				53.31	
CUST #		SHIP POINT		SHIP VIA	SHIPPED	IF PAID BY	
274990		** Drop Ship **		Direct	05/09/23	06/10/23	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
1	LTH EVO4 40/15 AR LSS WD MVOLT GZ10 MARK:TYPE F1	34.00	34.00	0.00	each	128.00	0.00
2	LTH EVO4SH 40/10 DFR SMO MVOLT EZ10 MARK:TYPE F2	3.00	3.00	0.00	each	160.00	0.00
3	LTH CLX L48 4000LM SEF RDL MVOLT GZ10 40K 80CRI WH MARK:TYPE F3	19.00	0.00	19.00	each	87.00	1653.00
4	LTH HC36 M12 MARK:TYPE F3	19.00	0.00	19.00	each	9.00	171.00
5	LTH CLX L24 2000LM SEF RDL MVOLT GZ10 40K 80CRI WH MARK:TYPE F3A	5.00	5.00	0.00	each	64.00	0.00
6	LTH HC36 M12 MARK:TYPE F3A	5.00	0.00	5.00	each	9.00	45.00
7	LTH IBG 24000LM SEF AFL GND 120 GZ10 40K 80CRI NCMB6 DWH MARK:TYPE F4	13.00	13.00	0.00	each	284.00	0.00
8	LTH IBAC120 M100 MARK:TYPE F4	13.00	13.00	0.00	each	25.00	0.00
9	LTH IBG 24000LM SEF AFL GND MVOLT GZ10 40K 80CRI IE20WCPHE LSXR6 DWH MARK:TYPE F4E	3.00	3.00	0.00	each	431.00	0.00
10	LTH IBAC120 M100 MARK:TYPE F4E	3.00	0.00	3.00	each	25.00	75.00
11	LTH ENVX 1X4 HRG 4000LM 80CRI 40K	38.00	38.00	0.00	each	157.00	0.00

Continued

Cash Discount 53.31 If Paid By 06/10/23

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INVOICE - DIRECT ORDER

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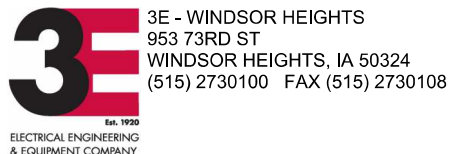
BILL TO:

REMIT TO:
Consolidated Electrical Distributor
PO BOX 850365
MINNEAPOLIS, MN 55485-0365

VAN MAANEN ELECTRIC,INC
500 SPEEDWAY DRIVE
PO BOX 1131
NEWTON, IA 50208-1131

SHIP TO:
VAN MAANEN ELECTRIC,INC
POLK CITY IRE DEPT
500 SPEEDWAY DRIVE
General Delivery
NEWTON, IA 50208-1131

PLACED BY		INSTRUCTIONS		REFERENCE		CASH DISCOUNT	
MATT BAKER		ATTN: MATT BAKER				53.31	
CUST #		SHIP POINT		SHIP VIA	SHIPPED	IF PAID BY	
274990		** Drop Ship **		Direct	05/09/23	06/10/23	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
12	MIN10 ZT MVOLT MARK:TYPE F6 LTH DGA14 MARK:TYPE F6	38.00	0.00	38.00	each	51.00	1938.00
13	LTH ELM4L UVOLT LTP SDRT MARK:TYPE EM1	20.00	20.00	0.00	each	123.00	0.00
14	LTH LE S 1 R EL N SD MARK:TYPE EX1	7.00	0.00	7.00	each	207.00	1449.00
16	LTH NCM 9 AR RJB MARK:TYPE CONTROLS	3.00	3.00	0.00	each	156.00	0.00
15	Lines Total	Qty Shipped Total		91	Total Invoice Total		5331.00 5331.00



INVOICE - DIRECT ORDER

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TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
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BILL TO:

VAN MAANEN ELECTRIC,INC
500 SPEEDWAY DRIVE
PO BOX 1131
NEWTON, IA 50208-1131

REMIT TO:
Consolidated Electrical Distributor
PO BOX 850365
MINNEAPOLIS, MN 55485-0365

SHIP TO:

VAN MAANEN ELECTRIC,INC
POLK CITY IRE DEPT
500 SPEEDWAY DRIVE
General Delivery
NEWTON, IA 50208-1131

PLACED BY		INSTRUCTIONS		REFERENCE		CASH DISCOUNT	
MATT BAKER		ATTN: MATT BAKER				3.25	
CUST #		SHIP POINT		SHIP VIA	SHIPPED	IF PAID BY	
274990		** Drop Ship **		UPS GROUND	05/10/23	06/10/23	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
1	LTH EVO4 40/15 AR LSS WD MVOLT GZ10 MARK:TYPE F1	34.00	34.00	0.00	each	128.00	0.00
2	LTH EVO4SH 40/10 DFR SMO MVOLT EZ10 MARK:TYPE F2	3.00	3.00	0.00	each	160.00	0.00
5	LTH CLX L24 2000LM SEF RDL MVOLT GZ10 40K 80CRI WH MARK:TYPE F3A	5.00	5.00	0.00	each	64.00	0.00
7	LTH IBG 24000LM SEF AFL GND 120 GZ10 40K 80CRI NCMB6 DWH MARK:TYPE F4	13.00	13.00	0.00	each	284.00	0.00
8	LTH IBAC120 M100 MARK:TYPE F4	13.00	0.00	13.00	each	25.00	325.00
9	LTH IBG 24000LM SEF AFL GND MVOLT GZ10 40K 80CRI IE20WCPHE LSXR6 DWH MARK:TYPE F4E	3.00	3.00	0.00	each	431.00	0.00
11	LTH ENVX 1X4 HRG 4000LM 80CRI 40K MIN10 ZT MVOLT MARK:TYPE F6	38.00	38.00	0.00	each	157.00	0.00
13	LTH ELM4L UVOLT LTP SDRT MARK:TYPE EM1	20.00	20.00	0.00	each	123.00	0.00
16	LTH NCM 9 AR RJB MARK:TYPE CONTROLS	3.00	3.00	0.00	each	156.00	0.00
9	Lines Total	Qty Shipped Total		13	Total Invoice Total		325.00
							325.00

Last Page

Cash Discount 3.25 If Paid By 06/10/23

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3E - WINDSOR HEIGHTS
953 73RD ST
WINDSOR HEIGHTS, IA 50324
(515) 2730100 FAX (515) 2730108

INVOICE - DIRECT ORDER

INVOICE DATE	INVOICE NO.
05/16/23	8193343-00
PO. NO.	PAGE #
10807- POLK CITY FIRE	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
http://3e-co.billtrust.com	LFR TBZ VGV

BILL TO:

VAN MAANEN ELECTRIC,INC
500 SPEEDWAY DRIVE
PO BOX 1131
NEWTON, IA 50208-1131

REMIT TO:
Consolidated Electrical Distributor
PO BOX 850365
MINNEAPOLIS, MN 55485-0365

SHIP TO:

VAN MAANEN ELECTRIC,INC
POLK CITY IRE DEPT
500 SPEEDWAY DRIVE
General Delivery
NEWTON, IA 50208-1131

PLACED BY		INSTRUCTIONS		REFERENCE		CASH DISCOUNT	
MATT BAKER		ATTN: MATT BAKER				0.00	
CUST #		SHIP POINT		SHIP VIA	SHIPPED	IF PAID BY	
274990		** Drop Ship **		UPS GROUND	05/08/23	06/10/23	
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)
1	OXY 3-533-4024 *LED Vanity MARK:TYPE F5	4.00	0.00	4.00	each	337.00	1348.00
1	Lines Total	Qty Shipped Total		4	Total Invoice Total		1348.00 1348.00

Last Page

Cash Discount 0.00 If Paid By 06/10/23

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SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM
TIME TO TIME WITH PRIOR NOTICE.

1A 503 5 70
UPS GROUND
1A 503 5 70

Polk
City
Fire Dept.

Polk
City
Fire Dept.

Polk
City
Fire Dept.

Polk
City
Fire Dept.
THE END

Polk
City
Fire Dept.
Jan 5-8



Polk City Fin

5/12

RESOLUTION NO 2023-83

**A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 4
FOR THE FIRE STATION REMODEL PROJECT**

WHEREAS, the City of Polk City, City Council, approved Resolution 2022-152 ordering construction for the Fire Station Remodel Project on December 14, 2023; and

WHEREAS, the City Council approved Resolution 2023-15 on January 23, 2023, awarding the construction contract to GTG Construction LLC; and

WHEREAS, on January 23, 2023, the City Council approved Resolution 2023-16 approving the contract in the amount of \$1,105,000 with alternate #1 bid totaling \$66,000 for a total contract of \$1,171,000; and

WHEREAS, on February 27, 2023 City Council approved Resolution 2023-25 approving Partial Pay App No. 1 in the amount of \$24,605; and

WHEREAS, on April 10, 2023 City Council approved Resolution 2023-25 approving Partial Pay App No. 2 in the amount of \$48,925; and

WHEREAS, on May 8, 2023 City Council approved Resolution 2023-62 approving Partial Pay App No. 3 in the amount of \$43,700; and

WHEREAS, GTG Construction and the City Architect, FEH Design have submitted the Application for Partial Payment No. 4 giving a detailed estimate of work completed with an application for payment in the amount of \$110,841.25.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 4 for the Fire Station Remodel Project and the City Clerk/Treasurer is hereby authorized to issue a check to GTG Construction LLC in the amount of \$110,841.25.

PASSED AND APPROVED the 12 day of June 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: June 6, 2023
To: Mayor Karsjen & City Council
From: Chief Jeremy Siepker
Subject: Set pay for full-time Police Officer Jason Gibson

BACKGROUND: In the FY23/24 budget the Police Department is adding a 9th full-time Sergeant position to serve as a evening/night time supervisor for patrol. The rank of Sergeant was filled internally so we are hiring a full-time officer to replace the now vacant patrol officer position.

Jason Gibson applied with the Polk City Police Department and has successfully completed the application, interview, and background investigation of the hiring process. Jason has been a Police Officer since 2008 when he was hired by Osceola Police Department and he has more recently served with the Washington, MO Police Department. He has been selected to fill the open full-time Police Officer position effective July 1st, 2023, upon successful completion of the pre-employment physical the MMPI evaluation and final offer of employment. I am asking that the Council set his pay at Step 6 of the Collective Bargaining Agreement – \$33.58/hr. Jason's anticipated start date would be July 17th, 2023.

ALTERNATIVES: Do not set pay at \$33.58/hr for Jason Gibson.

FINANCIAL CONSIDERATIONS: This full-time position is in the FY 23/24 budget.

RECOMMENDATION: It is my recommendation that council set pay for Jason Gibson at \$33.58/hr effective July 1st, 2023.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 6, 2023
To: Mayor Karsjen & City Council
From: Chief Jeremy Siepker
Subject: Set pay for Sergeant Nick Sherman

BACKGROUND: On April 3rd a Sergeant promotional testing process was conducted for two internal candidates for the Sergeant position that has been budgeted for July 1st, 2023. This testing included an interview panel, a tactical tabletop exercise and a Chief interview.

Officer Nick Sherman distinguished himself and was selected to be promoted to the rank of Sergeant. I am asking the Council to set Sergeant Shermans pay at \$38.60/hour, beginning July 1st, 2023. Upon satisfactory completion of his 6-month probation period his pay would be adjusted to \$39.42/hour.

This position will serve as a evening/night patrol supervisor and is not covered by the Collective Bargaining Agreement.

ALTERNATIVES:

FINANCIAL CONSIDERATIONS: The Sergeant position is budgeted for FY23/24 fiscal year at a salary of \$82,000 annually.

RECOMMENDATION: It is my recommendation that the Council set pay for Sergeant Sherman at \$38.60/hour and then upon successful completion of the 6 month probationary period his pay be adjusted to \$39.42/hour.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Jason Thraen, Parks & Recreation Director

Subject: Resolution to Approve Sports Complex Fee Structures and Rates

BACKGROUND: The usage at the Polk City Sports Complex continues to increase as Polk City's population continues to grow. Participants in Polk City Little League and North Polk United Soccer Club, along with travel baseball/softball teams, have increased as well. With the increase in use also comes an increase in facility wear and tear, and ultimately an increase in operating expenses. Fees have been discussed for a number of years at the Sports Complex, and with the request made directly from Little League, the Parks Commission decided they wanted further research to make an educated recommendation.

A comparison of nearby communities provided an opportunity to explore different fee structures for private user groups versus non-profit user groups. The rental fees recommended by the Parks Commission were heavily influenced by that comparison data from other metro communities. These fee structures were discussed at the December 2022 and February 2023 Parks Commission meetings. Polk City Little League and North Polk United were kept informed during this process and asked to provide feedback, which they both did. The Parks Commission approved the recommended fees February 6, 2023, and recommend the City Council approval on this topic.

The rental fees will provide some additional revenue for more proactive management of the Polk City Sports Complex as expenses continue to increase. The Parks Commission will evaluate the usage fees if they should need to be adjusted in the future.

After the Parks Commission approved in February, I conducted a review of Polk City's lease with the Army Corp of Engineers. The lease agreement does allow user fees to be collected if they are utilized for the administration, maintenance, or operation/development of the premises. Detailed records of revenue collected and expenses are required for submittal to the Army Corp of Engineers annually, which will be the responsibility of the Parks and Recreation Department.

Below are the recommended fees:

Sports Complex Rental Fees (Private Use)		
Location	Resident (60 minutes)	Non-Resident (60 minutes)
Baseball/Softball Field 1	\$10.00	\$15.00
Baseball/Softball Field 2	\$10.00	\$15.00
Baseball/Softball Field 3	\$10.00	\$15.00
Baseball/Softball Field 4	\$10.00	\$15.00
East Field (Half)	\$10.00	\$15.00
East Field (Full)	\$15.00	\$22.50
West Field (Half)	\$15.00	\$22.50
West Field (Full)	\$25.00	\$37.50
West Field Lights	\$5.00	\$5.00

Sports Complex Rental Fees (User Groups)		
	Cost	Frequency
Non-Profit User Groups	\$5.00 Per Participant	Per Season

ALTERNATIVES: Do not approve of the proposed sports complex fee structures and rates.

FINANCIAL CONSIDERATIONS: Additional revenue from user fees. 2022 usage would have resulted in \$10,600.

RECOMMENDATION: It is my recommendation that the City Council approve the proposed sports complex fee structures and rates. Updates will be effective July 1, 2023.

POLK CITY LIBRARY BOARD MEETING NOTES
Polk City Community Library
1500 W. Broadway, Polk City, IA
Monday, June 5, 2023 at 6:30 pm

I. Call to Order – President Mart called meeting to order at 6:30pm.

II. Approval of the Agenda

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

Board Members Present:	Rod Bergren, Angie Conley, Lisa England, Sara Olson
Board Members Absent:	Corey Hoodjer
Library Director Present:	Jamie Noack
City Council Liaison Present:	None
Guests Present:	None

III. Consent Items

MOTION: A motion was made by Rod Bergren and seconded by Angie Conley to approve Consent Items
MOTION PASSED unanimously.

1. Approve the [May 2023 Board Minutes](#)
2. Approve April 2023 financial statements
 - a. [April 2023 History](#)
 - b. [April 2023 Budget](#)
 - c. [April 2023 Revenue & Expenses](#)

IV. Communication from the Public – None

V. Director's Report

Library Director's Report
May 2023

Library Statistics:

- May Circulation and library usage
 - May 2023 circulation of 4,828 was an increase of 872 checkouts compared to April 2023 and an increase of 623 compared to May 2022.
 - 1,971 individuals visited the library in May. This is an increase of 336 compared to April 2023. It is a decrease of 68 visitors compared to May 2022.
 - Library Patrons saved \$48,005 in May by borrowing materials from the library versus purchasing them (does not include digital ebook/audiobook downloads, hotspot loans or Adventure Passes).
 - 32 passport applications were processed
 - 13 Adventure passes were used saving patrons \$542.
- Assistant Director, Melissa Ulbrich, made the sudden decision to retire. Her last day was May 23.
- I have interviews scheduled for the assistant director position during the week of June 12.
- We had 192 people sign up for our summer reading program during our kickoff event on the Square, May 25. As of May 31, we had 300 people signed up.
- Summer Reading programming began today, June 5.
- The library and city hall have both been contacted by a First Amendment Auditor who says he will be visiting our facilities in the near future. Staff has been educated on how to interact with them.

- The Polk County Library Association and the Polk County Board of Supervisors are still negotiating a new 3-year contract to provide library services to rural Polk County residents. The current agreement expires on June 30, 2023. The county is proposing a \$0 increase to their funding for libraries for 3 years. Libraries have said no increased funding will result in additional restrictions to service for rural residents.
- 111 patrons are using the myLibro app.

1. [May 2023 Stats](#)

LIBRARY -MAY 2023 STATS SNAPSHOT	May 2022	May 2023	April 2023
Total Visitors	2,039	1,971	1,635
People Checking Out	361	379	373
Polk City Cardholders	321	323	326
Polk City Checkouts	2,844	3,090	2,475
Open Access Cardholders	18	22	19
Open Access Checkouts	211	173	150
Rural Cardholders	22	34	28
Rural Checkouts	229	349	203
Bridges E-book/Audiobook Checkouts	891	1,185	1,104
Outgoing ILL Books	30	31	24
Total Checkouts (incl. Bridges & Outgoing ILL)	4,205	4,828	3,956
Auto Renewals	626	682	584
Total Checkouts (adjusted for auto-renewal)	3,579	4,146	3,372
Incoming ILL Books	43	32	36
Reserves Placed	308	256	262
Materials Added	362	138	161
Materials Withdrawn	320	86	100
New Cards Issued	27	28	23
Computer Users	35	38	42
WiFi Users (on site)	315	345	341
AWE Station Usage	75	91	82
AWE Games Played	221	295	232
Adult Programs	23	28	27
Adult Program Attendance	151	232	211

Youth Programs	5	1	17
Youth Program Attendance	\$216	223	326
Tutoring	\$0	4	4
No. of Meeting Room Uses by Outside Groups	\$2	2	1
Patron Savings (physical materials only)	\$43,034	\$48,005	\$36,118
Passports	25	32	43
Blank Park Zoo Adventure Pass (\$44)	4	6	3
Science Center of Iowa Adventure Pass (\$44)	0	4	4
Botanical Gardens Adventure Pass (\$34)	0	1	5
Des Moines Children's Museum (\$36)	3		2
Reiman Gardens (\$34)	4	2	0
TOTAL ADVENTURE PASS SAVINGS	\$420	\$542	\$550
Summer Reading Signups (0-11) as of 5/31	191	191	
Summer Reading Signups (12-17) as of 5/31	18	23	
Adult Reading Participation as of 5/31	74	86	
Social Media Page Views (May 1-31)	119	630	330
Social Media Post Reach (May 1-31)	1,368	2,763	1,814
New Social Media Followers(May 1-31)	13	2	2
New Social Media Likes (May 1-31)	12	23	9
Website Views	2,819	3,810	2,666

VI. Liaison report – None

VII. Board Education: Sara Olson – Policy Watch webinar; 6:40pm – 7:05pm; 25 minutes.

VIII. Agenda Items

1. Review Tier Standards-Section 6: Physical Spaces - reviewed
2. Approve [Resolution 2023-03L](#) Setting Library Wages for FY24
MOTION: A motion was made by Angie Conley and seconded by Sara Olson to approve Resolution 2023-03L Setting Library Wages for FY24 as proposed.
MOTION PASSED unanimously.
3. Review [Electronic Access Policy](#) – reviewed; no changes proposed
4. Approve closing the library at 5:00 pm on July 3.
MOTION: A motion was made by Rod Bergren and seconded by Angie Conley to approve closing the library at 5:00pm on July 3.
MOTION PASSED unanimously.
5. Approve closing of library July 26 for RAGBRAI.
MOTION: A motion was made by Angie Conley and seconded by Rod Bergren to approve closing the library on July 26 for RAGBRAI.
MOTION PASSED unanimously.

6. Determine Board Education for August – Jamie Noack
7. Determine date for July meeting. – no meeting will be scheduled in July.

IX. Adjourn – President England adjourned the meeting at 7:14pm.

MOTION: A motion was made by Sara Olson and seconded by Rod Bergren to approve adjourning meeting.

MOTION PASSED unanimously.

Next Meeting TBD

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

Library Director's Report May 2023

Library Statistics:

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RESOLUTION 2023-03L

A RESOLUTIONS UPDATING AND CONFIRMING THE SALARIES FOR THE STAFF OF THE POLK CITY COMMUNITY LIBRARY

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE POLK CITY COMMUNITY LIBRARY

The following persons and positions named shall be paid the salary or wages indicated and the City Clerk is authorized to issue warrants/checks/electronic payments, less legally required or authorized deductions from the amounts set out below, and make such contribution to I.P.E.R.S. and Social Security or other purposes as required by law or authorization of the Council, all subject to audit and review by the Council.

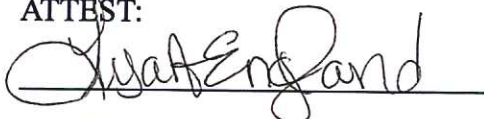
Full time employees	Position	Hourly Rate	Salary
Noack, Jamie	Library Director		\$80,442.72
	Assistant Director		up to \$55,609.28
Reister, Allyson	Youth Services Librarian	\$24.394	\$50,740.29

Part time employees	Position	Hourly Rate
Hall, Linda	Library Clerk	\$15.25
Bakken, Lucas	Library Page	\$13.00
Fowle, Elena	Library Page	\$13.00
Pries, Marissa	Library Page	\$13.00

BY ORDER OF THE BOARD OF TRUSTEES, the new salaries as set above will go into effect July 1, 2023.

PASSED AND APPROVED this 5th day of June 2023.

ATTEST:



Lisa England, Board President



City of Polk City, Iowa

City Council Agenda Communication

Date: 06/07/2023
To: Mayor & City Council
From: Mike Schulte

Subject: Set pay for Kurt Hohnstrater, Year-Round Part-Time Position

BACKGROUND: We would like to move Kurt Hohnstrater from the seasonal part-time position to the vacant year-round part-time position in public works. Kurt has worked for Polk City as a seasonal part-time employee since December of 2022. He has done a great job for us and we would like to move him into the vacant year-round part-time position. Kurt has built a home in Polk City and now resides here.

ALTERNATIVES: Do not set pay.

FINANCIAL CONSIDERATIONS: \$16 per hour effective June 12, 2023

RECOMMENDATION: I recommend setting the pay for Kurt Hohnstrater to fill the vacant year-round Part-Time Position.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Jason Thraen, Parks & Recreation Director

Subject: **Parks & Recreation Department Updates for May 2023**

1. Staff, along with the City Manager and City Engineer, presented on May 3rd at Prairie Meadows for consideration of a Prairie Meadows Legacy Grant. The project presented was the Neal Smith Trail to High Trestle Trail connection, specifically Phase 3.
2. Staff spoke at the Go Polk City May Luncheon on May 10th. Review of the Parks & Recreation department included parks, trails, programs, special events, and ways to get involved.
3. North Polk 8th graders (Class of 2027) held their annual clean-up day on Friday, May 26th. Students volunteered from 8:30am-2:30pm in Polk City parks, greenspaces, and municipal building landscapes.
4. May programming included Start Smart Baseball, Adult Bags League, and Senior Social Hour.
5. Sports Complex baseball/softball fields had 37 reservations in May. 69 total field reservations in 2023.
6. Miller Park Shelter House had 8 private rentals in May. 19 total rentals in 2023.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023

To: Mayor, City Council, and City Manager

From: Karla Hogrefe – Fire Chief

Subject: May 2023 Monthly Report

BACKGROUND: There were 74 calls for service in the month of May, which was up 17 calls from April. We had Paramedic coverage 30 nights out of 31. One of our full-time members had an off-the-job injury this month, so there were six overtime shifts that our other full-time member worked to help fill those holes. Chief filled in for six night shifts to assist with Paramedic coverage.

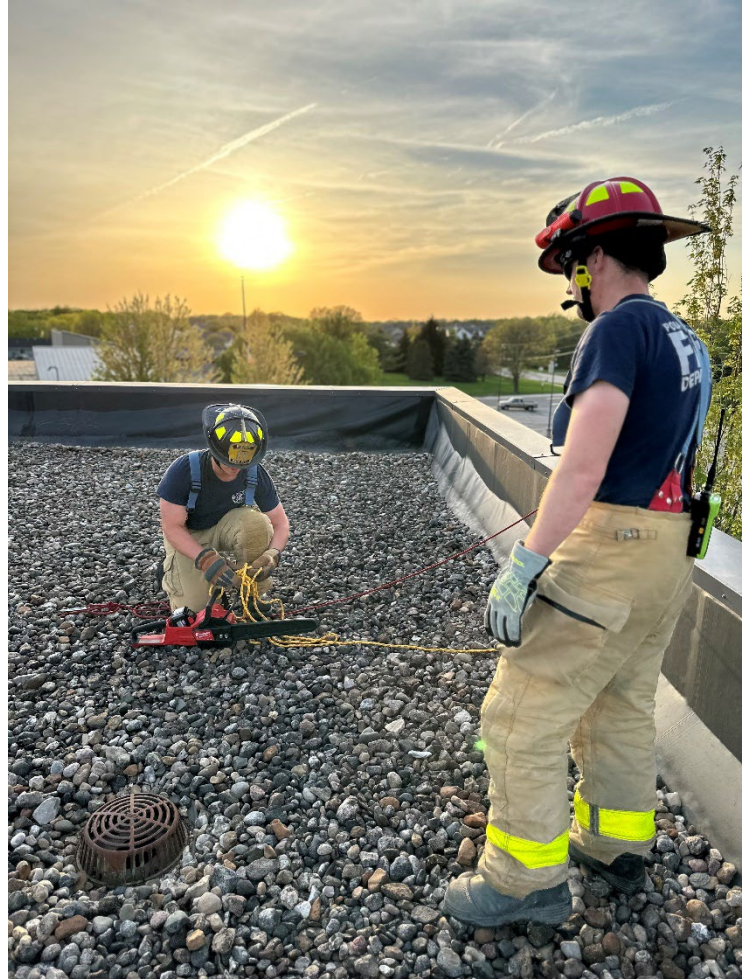
Staff Certifications: Recruit Grant Chaney passed his Firefighter I test through the State and his EMT test through the State and the National Registry, he will begin running as a FF/EMT. Justin McKay passed his Firefighter I test and he will begin running as a FF/EMT. Chief Hogrefe attended a two-week Fire Investigation class at Camp Dodge and will need to investigate two fires to finish the certification.

May Staff Anniversaries:
Lieutenant Hibbing – 13 years
Deputy Chief Dunham – 5 years

Significant Calls in May:

5/29/23 – Polk City and other agencies were called to Saylorville Lake for a water rescue at 17:51 Memorial Day evening. Polk City boat was launched from Lincoln access due to the location of the victim. Polk City was the first unit on scene and established command. The search efforts turned into a recovery due to no signs of the victim. Search efforts were suspended at 2041 due to darkness and the safety of the rescuers. The search continued the next day and the victim was found by the Polk City boat using our Sonar unit.

TRAINING: We conducted 4 training classes during the month of May. May 14 – EMS - Shock with two hours of continuing education. May 9 – Fire - Ladders. May 16 – Business Meeting. May 23 – EMS – Neurological Medical Emergencies with two hours of continuing education.

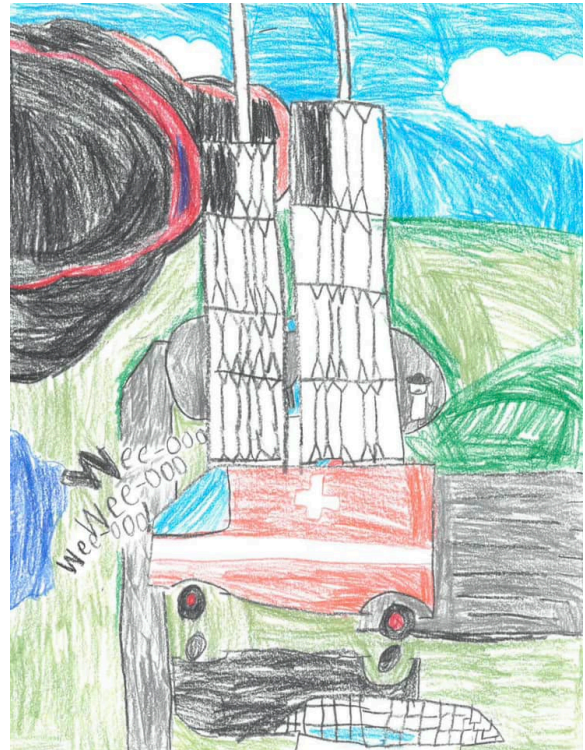
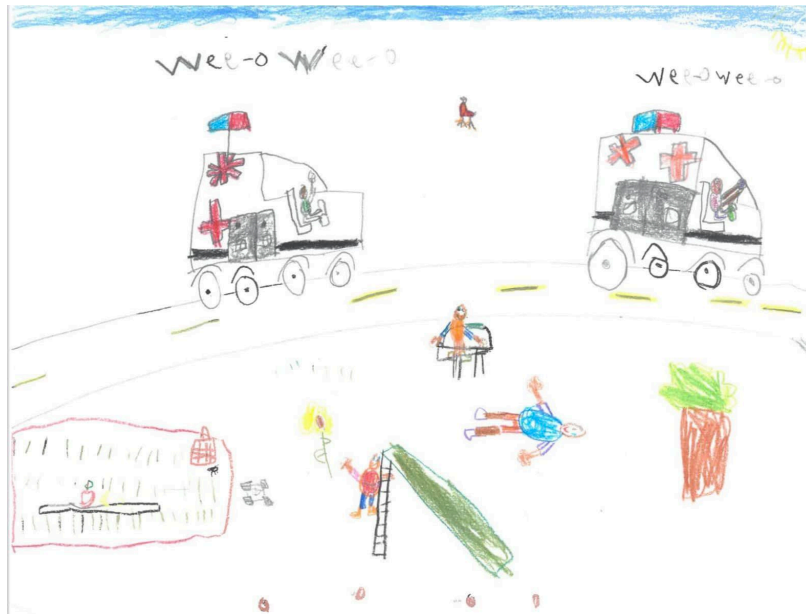


May 9 Ladder training: Consisted of throwing the 35' ladder and the 16' ladder. Crews climbed the ladders and worked on ways to safely and quickly get down the ladders. We also worked on bringing equipment up and down ladders and up and down the roof using a rope.



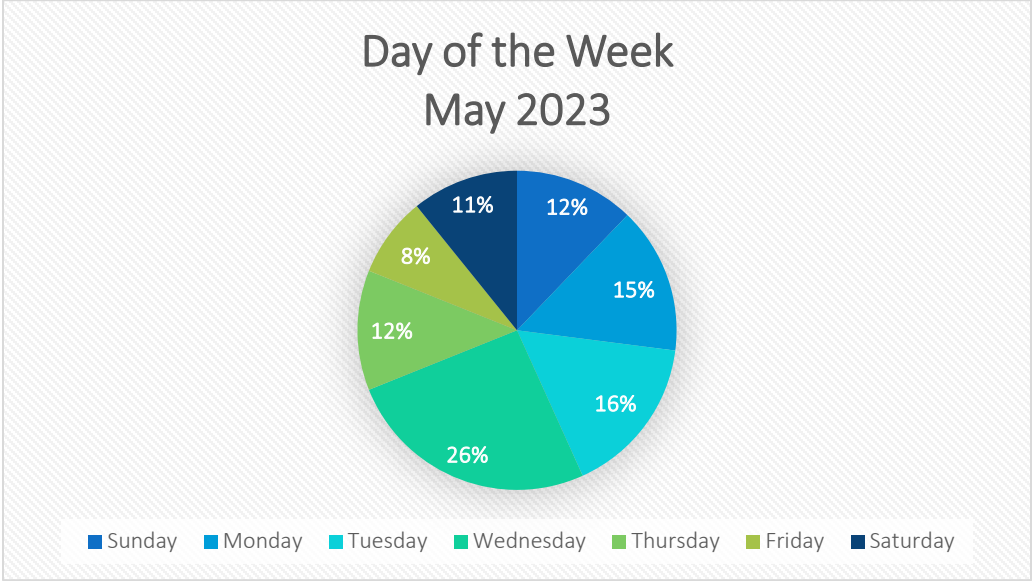
PUBLIC RELATIONS: On May 10 the Methodist Church end of school year activity was held. It was an “Amazing Race” style activity with four stations and the fire department was one of the stations. Our station was one person was blindfolded and had to put together a fire hose with the direction of their team. They then had to attach it to a fire hydrant, break the hose down, and re-roll the hose. There were roughly 20 children grades 6th -12th. May 21-27 was EMS week, the Firefighter’s Association held a coloring/drawing contest at West Elementary. Three lucky winners get a firetruck ride sometime this summer! On May 31 we escorted the NP HS Girls Soccer team out of town with Engine 451.





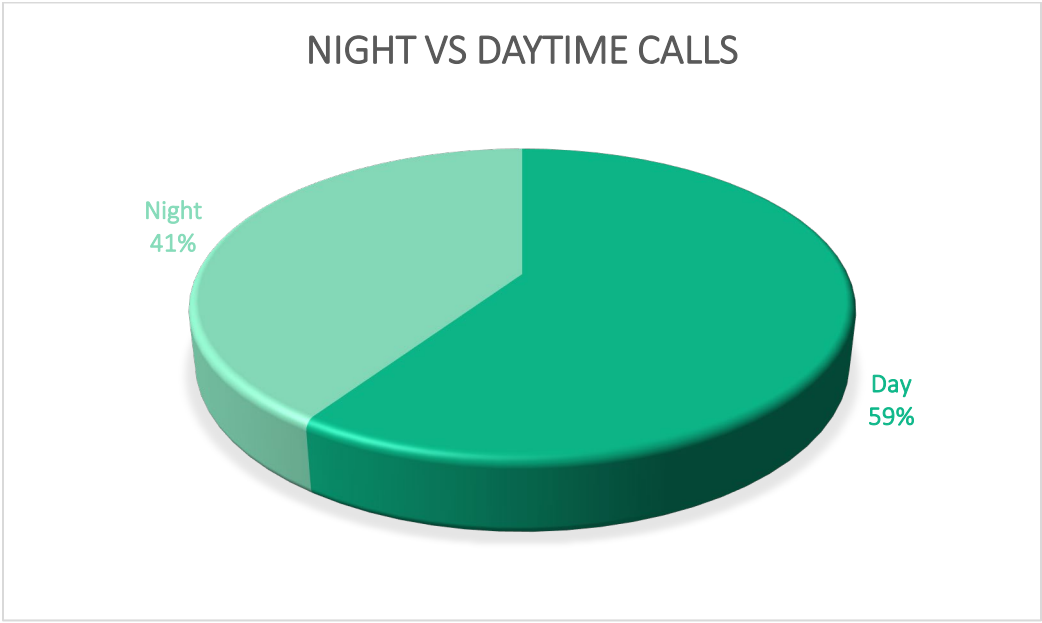
Above are the three winners of the coloring contest from EMS week at West Elementary.

The busiest day of the week was Wednesday with 19 calls for service: May 31 we had 6 calls.

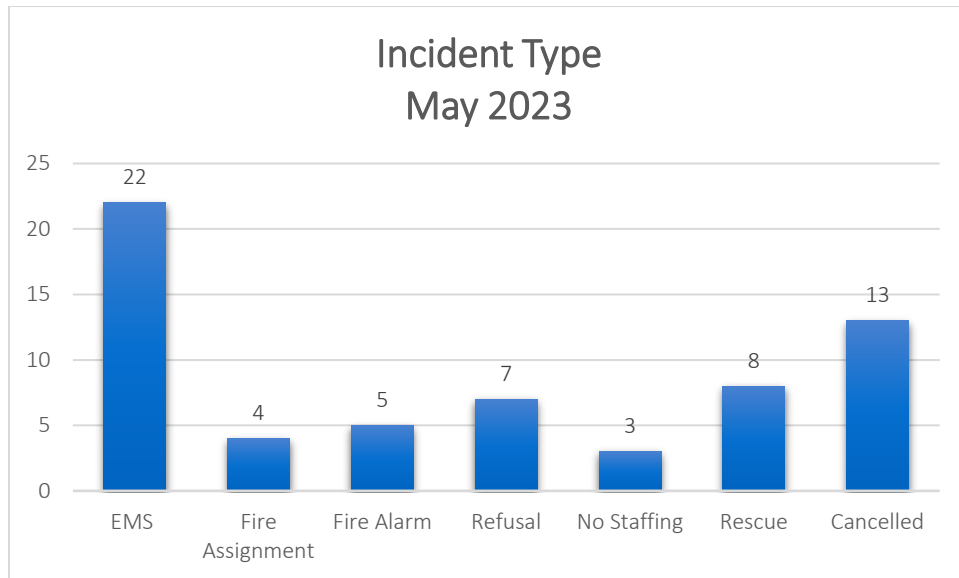


Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
9	11	12	19	9	6	8	74

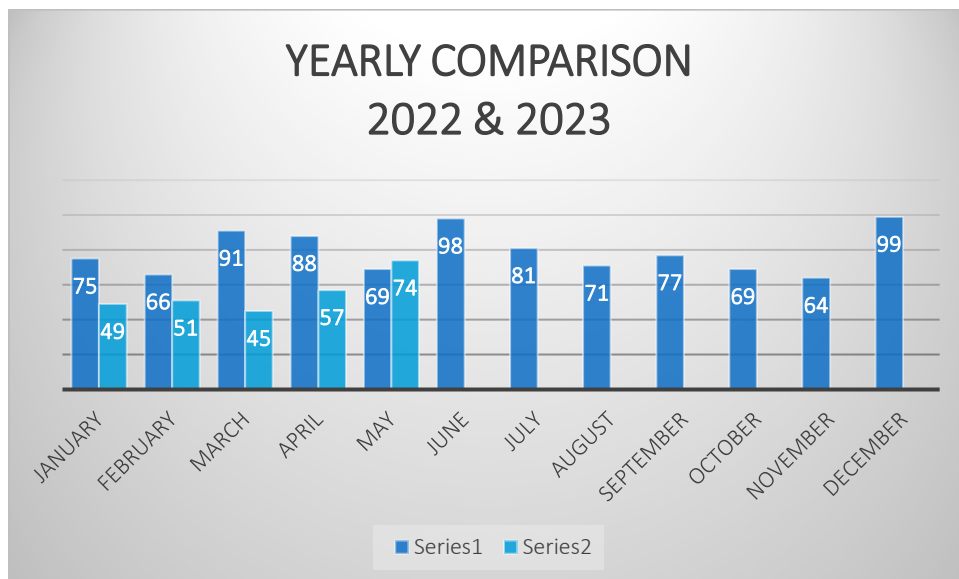
44 calls were during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM). 30 calls were during the night shift, between 18:00 hours (6:00 PM) and 06:00 hours (6:00 AM):



The “Incident Type” of calls was predominately EMS related. There were three calls where we didn’t have staffing. Two of these incidents were due to the crew being on another call and one was due to not having enough to staff a fire engine.



May 2023 had 5 more calls for service than May 2022. We are 113 calls behind last year, but we are no longer doing Change of Quarters with Ankeny.





City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023
To: Mayor, City Council, & City Manager
From: Karla Hogrefe - Fire Chief
Subject: Full-Time Pay Rate Approval

BACKGROUND: The Fire Department budgeted for a full-time Firefighter/Paramedic for the fiscal year 2023/2024, which was approved by the Council. We conducted interviews and determined that the best candidate is Tyler Pedersen. Tyler was hired at Polk City Fire Department as a part-time FF/EMT in October and is finishing up at the DMACC Paramedic program. Tyler also attended the DMACC Fire Science program and has his Firefighter I and Firefighter II certifications through the State of Iowa. This position is contingent on Tyler becoming a Paramedic within 3 months of hire.

ALTERNATIVES: N/A

FINANCIAL CONSIDERATIONS: This wage has been budgeted and approved for fiscal year '23/'24. This position will be the third full-time member and will alleviate the need to fill the daytime part-time Paramedic position every third day. This position assures Firefighter/Paramedic for 24 hours every third day once Tyler becomes certified.

RECOMMENDATION: We recommend approving pay for this position at \$19.50 per hour plus benefits. Once Tyler receives his Paramedic certification, we recommend approving pay at \$21.50 per hour. Tyler will work 24 hours on and 48 hours off, his start date will be July 3, 2023.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023
To: Mayor, City Council, and City Manager
From: Karla Hogrefe – Fire Chief
Subject: New PT Hire Pay Rate Approval

BACKGROUND: We have the opportunity to hire a Part-Time Paramedic, Ashley Fox. Ashley has been a Paramedic for 2 years and has fire experience. She worked in Eastern Iowa as a volunteer Firefighter and has gone through the Cedar Rapids Fire Academy. It was not required for Ashley to get her fire certifications at her past departments. She plans to work on her skills, study, and take the FFI exam through the State of Iowa within the next few months. Ashley is very compassionate about EMS and Fire as both her father and mother have worked in the industry. I believe she will be a good fit for the Polk City Fire Department.

ALTERNATIVES: None

FINANCIAL CONSIDERATIONS: The only impact this will have are wages during orientation. Once a new employee is oriented, they will only work available shifts.

RECOMMENDATION: To hire Ashley Fox with the listed stipulation(s) and request approval of the pay rate:

Ashley Fox, Paramedic position at a rate of \$19.00 per hour. When she receives her FFI certification, she would move to FF/Paramedic pay of \$22.00 per hour.

Polk City Water Department

Monthly Report

Month May

Year 2023

Total Water Pumped 22,792,010 Gallons
Monthly Daily Avg 735,226 Gallons

Testing Results

- **SDWA Bacteriological Coliform Analysis** about University Hygienic Lab.
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- **Fluoride Analysis** .5 University Hygienic Lab.
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.
Fluoride at Plant- Monthly Average .64 mg/l Polk City Lab.
Fluoride in System- Monthly Average .72 mg/l Polk City Lab.
- **Chlorine Free At Plant- Monthly Average** 1.64 mg/l Polk City Lab.
Chlorine Total at plant- Monthly Average 2.85 mg/l Polk City Lab.
Chlorine Free in System- Monthly Average .69 mg/l Polk City Lab.
Chlorine Total in System- Monthly Average .85 mg/l Polk City Lab.
Chlorine requirement is the quantity of chlorine that must be added to H₂O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- **Iron Raw Water- Monthly Average** 6.60 mg/l Polk City Lab.
Iron Finish Water- Monthly Average .05 mg/l Polk City Lab.
Iron System Water- Monthly Average .05 mg/l Polk City Lab.
Iron occurs in rocks and minerals in the earth's crust. It's the 4th most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H₂O should be between 0.03-0.06mg/l.
- **Manganese Raw Water- Monthly Average** 0.329 mg/l Polk City Lab.
Manganese Finish Water- Monthly Average 0.189 mg/l Polk City Lab.
Manganese System Water- Monthly Average 0.071 mg/l Polk City Lab.
Manganese also occurs in rocks and the earth's crust. It is the 7th most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H₂O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- **pH Raw Water Monthly Average** 7.6 mg/l Polk City Lab.
pH Finish Water-Monthly Average 7.6 mg/l Polk City Lab.
pH System Water- Monthly Average 8.0 mg/l Polk City Lab.
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

Total Tests Performed- Polk City Lab _____

Total Hours to perform tests _____



City of Polk City, Iowa

City Council Agenda Communication

Date: 06/07/2023
To: Mayor & City Council
From: Mike Schulte

Subject: Set pay for Mitchell Leppert, Seasonal Part-Time Position

BACKGROUND: We would like to hire Mitchell Leppert to fill the vacant seasonal part time position in public works. Mitchell is enrolled in the Iowa State University College of veterinary medicine. Mitchell lives in Polk City and would like to work here for the remainder of the summer.
His first day will be 06/13/2023 pending a successful pre-employment drug screen.

ALTERNATIVES: Do not set pay.

FINANCIAL CONSIDERATIONS: \$14 per hour

RECOMMENDATION: I recommend setting the pay for Mitchell Leppert to fill the vacant Seasonal Part-Time Position.

ENGINEERING SERVICES AGREEMENT

This agreement made between The City of Polk City, Iowa

the CLIENT and SNYDER & ASSOCIATES, INC., Consulting Engineers, The PROFESSIONAL, for services concerning the following PROJECT:

Whitetail Parkway Corridor Study

See Attached Exhibit "A" which by this reference is made a part hereof.

SNYDER & ASSOCIATES, INC. agrees to perform the following professional services in connection with the PROJECT;

See Attached Exhibit "A"

The CLIENT hereby agrees to provide the PROFESSIONAL all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

See Attached Exhibit "A"

The CLIENT agrees to compensate the PROFESSIONAL for the engineering services rendered under this agreement on the following basis:

See Attached Exhibit "A"

Progress payments shall be made in proportion to services as rendered and as indicated within this agreement, and shall be due and owing within 10 days of the PROFESSIONAL'S submittal of his monthly statement. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the CLIENT fails to make monthly payments due the PROFESSIONAL, the PROFESSIONAL may after giving seven (7) days written notice to the CLIENT suspend services under this agreement.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THIS PAGE.

This agreement represents the entire and integrated agreement between the CLIENT and the PROFESSIONAL and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the PROFESSIONAL.

FOR CLIENT

City of Polk City, Iowa
CLIENT NAME

DATE

FOR SNYDER & ASSOCIATES, INC.

DATE

ROUTE EXECUTED COPY TO: Travis Thornburgh

TERMS AND CONDITIONS

1. The PROFESSIONAL intends to render its services under this agreement in accordance with the generally accepted professional practices for the intended use of the PROJECT.
2. Upon full payment of all monies due to PROFESSIONAL under the terms of this agreement, the PROFESSIONAL grants to CLIENT a nonexclusive license to reproduce the PROFESSIONAL'S final certified copy of the Instruments of Service, if any, solely for purposes of designing, administering, using and maintaining the Project.
 - 2.1 PROFESSIONAL agrees to allow transfer of its electronic media file(s) to the CLIENT, CLIENT understands and agrees that as a condition precedent, it will sign the PROFESSIONAL'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 CLIENT upon CLIENT'S request.
 - 2.2 All reports, plans, specifications, designs, field data, notes, drawings, computer files, construction documents and other documents and instruments prepared by the PROFESSIONAL, if any, are acknowledged by CLIENT to be instruments of service and shall remain the property of the PROFESSIONAL. Unless otherwise provided, PROFESSIONAL shall retain all common law, statutory and other reserved rights, including copy rights.
 - 2.3 The CLIENT shall not reuse or make any modification to the Instruments of Service without the prior written consent of the PROFESSIONAL.
 - 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 CLIENT upon completion or termination of the services and full and final payment to the PROFESSIONAL. The PROFESSIONAL may make copies of these documents for their records. The PROFESSIONAL will not be responsible for any claim, liability, or other costs arising out of any unauthorized reuse or modifications to the documents from, or through, the CLIENT without written authorization of the PROFESSIONAL.
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. **CONSTRUCTION OBSERVATION.** If Construction Observation is included in the scope of services, the PROFESSIONAL shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and the PROFESSIONAL, 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 PROFESSIONAL, 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 PROFESSIONAL shall keep the CLIENT informed about the progress of the Work and shall endeavor to guard the CLIENT against deficiencies in the Work.
 - 4.2 Construction Observation will follow the "Critical Path" services as outlined in Exhibit "D" attached to this Agreement. If CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request that such the services be provided by the PROFESSIONAL as Additional Services on a Work Order or as Additional Services by way of a Change Order.
 - 4.3 The PROFESSIONAL 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 PROFESSIONAL shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL 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 PROFESSIONAL represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the PROFESSIONAL has no control over the cost of labor and material or over competitive bidding or market conditions, the PROFESSIONAL does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.
6. The CLIENT 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 CLIENT and the PROFESSIONAL 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 CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the Standard Fee Schedule attached hereto or as set forth in a written Scope of Services defined by the CLIENT and the PROFESSIONAL.

8. The PROFESSIONAL shall maintain insurance to protect the PROFESSIONAL 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 PROFESSIONAL is legally liable. The minimum amounts and extent of such insurance is as follows:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
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
2. Commercial General Liability	
Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit
3. 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 Policies providing the insurance specified in number 2 and 3 above may be endorsed to include CLIENT as an additional insured upon CLIENT'S request. CLIENT shall pay for any additional premium charged by the insurer for this endorsement.
- 8.2 All policies may include, upon CLIENTS request, a provision restricting the right of the insurer to cancel such coverage except upon written thirty (30) day's notice to CLIENT.
- 8.3 Certificates evidencing the coverage above shall be delivered, upon CLIENT'S request, to CLIENT 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 CLIENT. Any and all soils or other testing and analysis performed by an independent testing laboratory shall be billed directly to the CLIENT 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 CLIENT fails to pay the undisputed portion of the PROFESSIONAL'S invoices within 30 days of presentation, the PROFESSIONAL shall cease work on the project and the CLIENT shall waive any claim against the PROFESSIONAL, and shall defend and hold the PROFESSIONAL harmless from any claims for loss resulting from cessation of service. In the event of remobilization, the CLIENT and PROFESSIONAL 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 CLIENT, the CLIENT shall notify the PROFESSIONAL within ten (10) days of receipt of the invoice in question, and the CLIENT and ENGINEER shall work to resolve the matter within sixty (60) days of notification by the CLIENT 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 PROFESSIONAL or CLIENT may, after giving seven (7) days written notice to the other party, terminate this agreement and the PROFESSIONAL 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 Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
14. Neither the CLIENT nor the PROFESSIONAL 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. PROFESSIONAL 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.

EXHIBIT A

POLK CITY: WHITETAIL PARKWAY CORRIDOR STUDY

CLIENT: CITY OF POLK CITY

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

PROJECT: TO PROVIDE PROFESSIONAL SERVICES RELATED TO PREPARATION OF CONCEPTUAL DESIGN DOCUMENTS FOR THE ABOVE PROJECT.

DATE: JUNE 12, 2023

SCOPE OF SERVICES:

The Whitetail Parkway Corridor Study includes conceptual layout of the Whitetail Parkway corridor, located north of the current Polk City corporate limits. The conceptual layout shall include reviewing the previously established Whitetail Parkway Alignment, evaluating intersection layouts, determine preliminary sizing for the anticipated box culvert across Wolf Creek, and determine connection points to the existing roadway network, which shall be hereinafter referred to as "PROJECT". This project includes Whitetail Parkway between NW 72nd Street and its connection point to NW 126th Avenue, anticipated to total approximately 4300' in length. The PROJECT shall include creation of an updated layout exhibit for street paving and associated improvements. The PROJECT will further include preparation of a conceptual engineer's conceptual opinion of cost. The resulting cost opinion will estimate the cost to construct roadway improvements, box culvert, and environmental requirements, along with associated improvements.

A. GENERAL

1. The PROJECT will conceptually layout approximately 4300' in roadway length, with associated improvements, size the anticipated box culvert, and prepare a conceptual opinion of probable cost.
2. The PROJECT will include evaluation of Whitetail Parkway's connection point to NW 126th Avenue.
3. The PROJECT will include evaluation of intersection alternatives, including potential roundabouts, at intersection points with existing streets along the proposed Whitetail Parkway alignment.
4. The PROJECT will include a desktop environmental review, that will identify anticipated future environmental documentation required for proposed improvements.
5. The PROJECT will include preparation of exhibits, memos, and cost opinions to provide the CLIENT with documentation of study findings.
6. The PROJECT does not include preparation of any regulatory permits.

7. The PROJECT does not include utility coordination.
8. The PROJECT does not include public engagement efforts, including but not limited to public information meetings, mailings, or coordination with property owners.
9. The PROJECT does not include final design, nor will the PROJECT produce construction documents.

B. BASIC SERVICES

The PROFESSIONAL shall provide the Basic Services as follows.

1. PROJECT ADMINISTRATION

The PROFESSIONAL will prepare reports and invoices and attend meetings as follows:

- a. Monthly Progress Reports.
- b. Month Billing Reports.
- c. PROJECT design review meeting with the CLIENT, anticipated to include one (1) meeting.

2. WHITETAIL PARKWAY CONCEPTUAL DESIGN

The PROFESSIONAL shall provide conceptual design services for the area as described in the project limits. These services include:

- a. Horizontal and vertical geometry information for proposed roadway, trail, parkway easements, intersections, and associated improvements.
- b. Conceptual layout of storm sewer for cost estimation purposes. This layout will be based on typical spacing and will not include preparation of drainage report.
- c. Conceptual layout of water main for cost estimation purposes. Valves and hydrants will be spaced based on typical spacing and conceptual vertical geometry.
- d. Conceptual layout Whitetail Parkway's connection to NW 126th Avenue.
- e. Evaluation of intersection alternatives, including potential roundabouts, at intersection points with existing streets along the proposed Whitetail Parkway alignment.
- f. Engineer's Conceptual Opinion of Probable Cost for the PROJECT.

3. CULVERT CONCEPTUAL DESIGN

The PROFESSIONAL shall provide conceptual design services related to box culvert sizing as described below:

- a. The PROFESSIONAL shall complete a hydrologic assessment to determine drainage area and calculate the Q_{100} flow for Wolf Creek.
- b. Utilizing available LiDAR data, the PROFESSIONAL shall develop an existing condition HEC-RAS model of the project site and calculate an approximate 100-year high-water elevation.
- c. The PROFESSIONAL shall develop a proposed conditions HEC-RAS model of the roadway embankment and culvert.
- d. The PROFESSIONAL shall calculate the culvert or box size required to comply with regulatory Iowa DNR floodplain backwater requirements.
- e. The PROFESSIONAL shall develop a conceptual layout of the proposed culvert or box culvert and a conceptual opinion of probable construction cost for said improvements.
- f. The PROFESSIONAL shall prepare a brief technical memo summarizing the design approach, assumptions, and results.

All documentation produced as part of the conceptual culvert design shall be based on the best currently available information. Prior to development of final plans and permitting, the HEC-RAS model will need to be updated with topographic survey information, the model assumptions verified, and the technical memo updated as necessary to support Iowa DNR floodplain permitting.

4. DESKTOP ENVIRONMENTAL REVIEW

- a. The PROFESSIONAL will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search.
- b. The PROFESSIONAL shall develop maps to identify potential Waters of the US (WOTUS), including wetlands, based on the preliminary data search.
- c. The PROFESSIONAL will review Iowa Department of Natural Resources and US Fish and Wildlife Service databases to determine which state and federally listed species may be present, are known to be present, or have potential habitat at or near the project sites. A site visit will be completed to determine the potential for suitable habitat and potential WOTUS.
- d. Using current aerial photography, the PROFESSIONAL will develop a map identifying potential habitat areas and WOTUS within the project limits. The maps and data from the state and federal agencies will be provided to the Client for review.

- e. The PROFESSIONAL will prepare memo summarizing the findings of the preliminary data searches and recommendations for additional studies, if needed. This memo will be provided to the CLIENT.

C. EXTRA SERVICES

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which Snyder & Associates, Inc. could perform upon request.

1. Boundary and Topographic Survey
2. Preliminary Design and Final Design Services
3. Utility Coordination
4. Permit Preparation and Submission, including all fees to any and all regulatory agencies.
5. Field Work related to Environmental Services, Permitting, and Regulation
6. Franchise Utility Engineering Costs
7. Client requested major revisions
8. Utility company locates and staking requests
9. Potholing of existing franchise utilities

D. SUB-CONSULTANTS

Use of sub-consultants is not anticipated at this time.

E. PROJECT SCHEDULE

The PROJECT, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and PROFESSIONAL. Generally, the schedule for the PROJECT is described in Exhibit "D", attached hereto.

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.

F. FEES

The fees for Engineering Services shall be as described below.

Basic Services:

1. Project Administration	\$ 3,000
2. Whitetail Parkway Conceptual Design	\$ 11,000
3. Culvert Conceptual Design	\$ 6,500
4. Desktop Environmental Review	\$ 3,500
Lump Sum Fee for Basic Services	\$ 24,000

Extra Services:

Not Included

TOTAL FEE FOR SERVICES

\$24,000

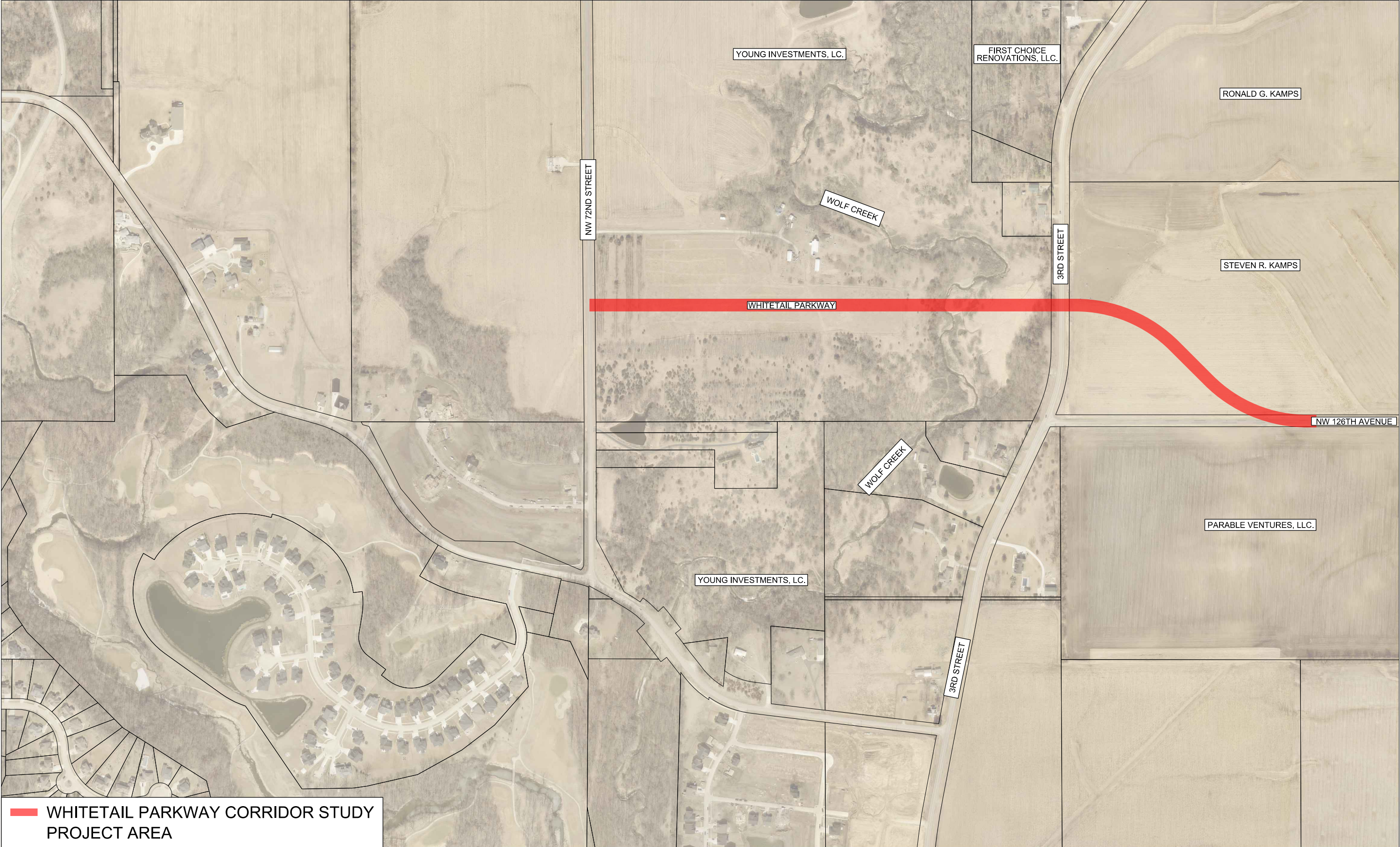


Exhibit 'C'

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II	\$229.00	/hour	
Principal I	\$217.00	/hour	
Senior	\$198.00	/hour	
VIII	\$181.00	/hour	
VII	\$172.00	/hour	
VI	\$163.00	/hour	
V	\$152.00	/hour	
IV	\$141.00	/hour	
III	\$129.00	/hour	
II	\$116.00	/hour	
I	\$103.00	/hour	
Technical			
CADD, Survey, Construction Observation			
Lead	\$138.00	/hour	
Senior	\$132.00	/hour	
VIII	\$123.00	/hour	
VII	\$113.00	/hour	
VI	\$102.00	/hour	
V	\$92.00	/hour	
IV	\$83.00	/hour	
III	\$75.00	/hour	
II	\$69.00	/hour	
I	\$60.00	/hour	
Administrative			
II	\$71.00	/hour	
I	\$58.00	/hour	
Reimbursables			
Mileage	current IRS standard rate		
Outside Services	As Invoiced		

EXHIBIT D

Preliminary Schedule for Whitetail Parkway Corridor Study:

<u>Completion Date</u>	<u>Responsibility</u>	<u>Task</u>
June 12, 2023	City	Contract Award
July 17, 2023	S&A	Complete Whitetail Parkway Roadway Conceptual Design
July 31, 2023	S&A	Complete Culvert Conceptual Design
July 31, 2023	S&A	Complete Desktop Environmental Review
Week of August 7, 2023	S&A & City	Design Meeting to Review Project Deliverables

ENGINEERING SERVICES AGREEMENT

This agreement made between The City of Polk City, Iowa

the CLIENT and SNYDER & ASSOCIATES, INC., Consulting Engineers, The PROFESSIONAL, for services concerning the following PROJECT:

Polk City High Trestle Trail to Neal Smith Trail Connector Project – Phase 1

See Attached Exhibit "A" which by this reference is made a part hereof.

SNYDER & ASSOCIATES, INC. agrees to perform the following professional services in connection with the PROJECT;

See Attached Exhibit "A"

The CLIENT hereby agrees to provide the PROFESSIONAL all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

See Attached Exhibit "A"

The CLIENT agrees to compensate the PROFESSIONAL for the engineering services rendered under this agreement on the following basis:

See Attached Exhibit "A"

Progress payments shall be made in proportion to services as rendered and as indicated within this agreement, and shall be due and owing within 10 days of the PROFESSIONAL'S submittal of his monthly statement. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the CLIENT fails to make monthly payments due the PROFESSIONAL, the PROFESSIONAL may after giving seven (7) days written notice to the CLIENT suspend services under this agreement.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THIS PAGE.

This agreement represents the entire and integrated agreement between the CLIENT and the PROFESSIONAL and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the PROFESSIONAL.

FOR CLIENT

City of Polk City, Iowa
CLIENT NAME

DATE

FOR SNYDER & ASSOCIATES, INC.

DATE

ROUTE EXECUTED COPY TO: Travis Thornburgh

TERMS AND CONDITIONS

1. The PROFESSIONAL intends to render its services under this agreement in accordance with the generally accepted professional practices for the intended use of the PROJECT.
2. Upon full payment of all monies due to PROFESSIONAL under the terms of this agreement, the PROFESSIONAL grants to CLIENT a nonexclusive license to reproduce the PROFESSIONAL'S final certified copy of the Instruments of Service, if any, solely for purposes of designing, administering, using and maintaining the Project.
 - 2.1 PROFESSIONAL agrees to allow transfer of its electronic media file(s) to the CLIENT, CLIENT understands and agrees that as a condition precedent, it will sign the PROFESSIONAL'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 CLIENT upon CLIENT'S request.
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6. The CLIENT 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 CLIENT and the PROFESSIONAL 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.
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<u>Type of Coverage</u>	<u>Limits of Liability</u>
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2. Commercial General Liability	
Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit
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Bodily Injury (including death) And Property Damage	\$1,000,000 Combined Single Limit
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- 8.1 Policies providing the insurance specified in number 2 and 3 above may be endorsed to include CLIENT as an additional insured upon CLIENT'S request. CLIENT shall pay for any additional premium charged by the insurer for this endorsement.
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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 CLIENT fails to pay the undisputed portion of the PROFESSIONAL'S invoices within 30 days of presentation, the PROFESSIONAL shall cease work on the project and the CLIENT shall waive any claim against the PROFESSIONAL, and shall defend and hold the PROFESSIONAL harmless from any claims for loss resulting from cessation of service. In the event of remobilization, the CLIENT and PROFESSIONAL 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 CLIENT, the CLIENT shall notify the PROFESSIONAL within ten (10) days of receipt of the invoice in question, and the CLIENT and ENGINEER shall work to resolve the matter within sixty (60) days of notification by the CLIENT 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 PROFESSIONAL or CLIENT may, after giving seven (7) days written notice to the other party, terminate this agreement and the PROFESSIONAL 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 Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
14. Neither the CLIENT nor the PROFESSIONAL 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. PROFESSIONAL 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.

EXHIBIT A

POLK CITY: POLK CITY HIGH TRESTLE TRAIL TO NEAL SMITH TRAIL CONNECTOR PROJECT – PHASE 1

CLIENT: CITY OF POLK CITY

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

PROJECT: TO PROVIDE ENGINEER SERVICES RELATED TO PREPARATION OF
CONSTRUCTION DOCUMENTS AND PROVISION OF BID PHASE SERVICES
FOR THE ABOVE PROJECT.

DATE: JUNE 12, 2023

SCOPE OF SERVICES:

The Polk City High Trestle Trail to Neal Smith Trail Connection Project – Phase 1 includes design of the proposed recreational trail proposed along 3rd Street between Vista Lake Avenue and the Kiwanis Park and design of intersection improvements at the intersection of N. 3rd Street and Northside Drive, which shall be hereinafter referred to as “PROJECT”. This project totals approximately 2800’ in length. The PROJECT will include realignment of N. 3rd Street to better accommodate through traffic and associated reconstruction of Northside Drive to accommodate this realignment. The PROJECT shall be constructed within the existing Public Right of Way where possible but will require acquisition of both permanent and temporary easements to allow construction activities. The PROJECT scope includes stormwater modeling, culvert design, and trail modeling as required.

A. GENERAL

1. The PROJECT will construct approximately 2800’ in trail length, realignment of the N. 3rd Street and Northside Drive intersection, required stormwater improvements, and other associated improvements.
2. The PROJECT alignment and profile will be designed to minimize impacts.
3. The PROJECT will include stormwater drainage improvements as required to accommodate trail construction, including extension of the existing culvert under N. 3rd Street which is anticipated to include removal and reconstruction of a culvert headwall.
4. The PROJECT will include installation of appropriate culverts and intakes as required to convey stormwater at all PROJECT locations.
5. The PROJECT will include adjustment of water main appurtenances to accommodate trail construction and PROJECT grading.

6. The PROJECT includes traffic control design as required to accommodate construction operations.
7. The PROJECT includes Storm Water Pollution Prevention Plan (SWPPP) provisions and final site restoration.
8. The PROJECT includes utility coordination with impacted franchise utilities to facilitate their relocations.
9. The PROJECT does not include water main or sanitary sewer construction or replacement within the PROJECT corridor, except as noted elsewhere herein.
10. The PROJECT includes two (2) public information meetings.
11. The PROJECT includes public Right of Way, permanent easements, and temporary construction easement acquisitions.
12. The PROJECT includes preparing and submitting permits for environmental compliance. Refer to “Basic Services” for full scope of Environmental Services.

B. BASIC SERVICES

The PROFESSIONAL shall provide the Basic Services as follows.

1. PROJECT ADMINISTRATION

The PROFESSIONAL will prepare reports and invoices and attend meetings as follows:

- a. Monthly Progress Reports.
- b. Month Billing Reports.
- c. PROJECT coordination for engineering and permitting with the CLIENT, regulatory agencies, and utility companies, as needed.
- d. PROJECT coordination with the City Manager as necessary regarding North Polk Community School District reimbursement for portion of trail construction across property owned by the district. Reimbursement shall be in accordance with the approved Development Agreement signed in conjunction with the North Polk Intermediate School Site Plan.
- e. PROJECT design review meeting with the CLIENT, anticipated to include two (2) meetings.

2. CONCEPT STATEMENT

- a. The PROFESSIONAL shall prepare and submit the Project Concept Statement and all supporting information to IDOT.

- b. The PROFESSIONAL shall respond and modify the Concept Statement as required following review by IDOT.

3. TOPOGRAPHIC SURVEY

The PROFESSIONAL shall provide topographic survey within that area described in the project limits. Survey data will be acquired using traditional survey. This service includes:

- a. Horizontal Datum will be provided using Iowa Regional Coordinate System, Ames-DSM Zone 8.
- b. Vertical Datum will be provided using the North American Vertical Datum of 1988 (NAVD88).
- c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 50 grid will be used to create topography map along with other grade breaks such as tops, toes, drainage ways, tops, and bottoms of retaining walls, etc.
- e. Contours shall be shown at 1-foot intervals.
- f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structure shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- g. Rim elevations for existing utility structures will be provided, if accessible. The surveyor will use their experience and judgment in obtaining the inverts, pipe diameter, pipe material and condition of structure obtained by using reasonable survey equipment and visual inspection of the structure. Due to the nature of underground utilities, the surveyor cannot guarantee the accuracy when physical measurements cannot be obtained.
 - 1) Should it be determined that more investigation of the utility is necessary, the Client shall contact PROFESSIONAL to authorize additional investigation of a specific utility. This may include but not limited to geophysical locating, opening manholes rims that have been paved over/locked down/unable to open, private utilities, entering a structure that is considered a confined space, etc. This service is not included with the base fee amount and will be considered extra services.

- h. The PROFESSIONAL shall provide known existing utility information based on record information, surface evidence, as-built drawings and utility company field locates. This service includes, contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site; perform a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level “C” Subsurface Utility Engineering survey.

Quality Level A involves the use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics. This activity is called “locating.” It is the highest level presently available. When surveyed and mapped, precise plan and profile information is available for use in making final design decisions. By knowing exactly where a utility is positioned in three dimensions, the designer can often make small adjustments in elevations or horizontal locations and avoid the need to relocate utilities. Additional information such as utility material, condition, size, soil contamination, and paving thickness also assists the designer and utility owner in their decisions.

Quality Level B involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities. This activity is called “designating”. Two-dimensional mapping information is obtained. This information is usually sufficient to accomplish preliminary engineering goals. Decisions can be made on where to place storm drainage systems, footings, foundations, and other design features in order to avoid conflicts with existing utilities. Slight adjustments in the design can produce substantial cost savings by eliminating utility relocations.

Quality Level C involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

Quality Level D information comes solely from existing utility records. It may provide an overall “feel” for the congestion of utilities, but it is often highly limited in terms of comprehensiveness and accuracy. Its usefulness should be confined to project planning and route selection activities.

- i. Location of trees 6 inches and greater not lying with wooded area will be noted as deciduous or coniferous.
- j. The drip line or perimeter outline of wooded/brush areas will be shown.

4. RIGHT OF WAY ESTABLISHMENT

The PROFESSIONAL shall field verify the existing right-of-way line(s) to facilitate design or concept needs and enable creation of said construction documents. This service includes research the public records in the county courthouse to acquire the current recorded deed(s), subdivision plat(s), recorded survey(s), county engineer information, DOT information and section corner certificate(s); perform a field survey locating existing monuments and the best available evidence needed to re-establish the record right-of-way lines; Graphically show the right-of-way line on the construction documents for design purpose only. This work does not constitute a certified survey and missing monuments will not be set. Note: existing right-of-way along N 3rd Street having USA property on either side may have some issues. Prior project the PROFESSIONAL did not find any recorded documents establishing this right-of-way. An additional Title Report will be requested for this area and added action may be needed from the CLIENT.

5. SURVEY PLATS

The PROFESSIONAL will provide an Acquisition and or Easement Plat in accordance with the Iowa Code for the above referenced PROJECT. This service includes a certified drawing at a suitable scale depicting the needs for the PROJECT along with a property description in word format. Four original signed Plats will be provided to Client for the recording at the county recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on a unit price for each type of plat created and as required by the PROJECT. An estimated number of plats for this PROJECT are shown below:

	<u>Item</u>	<u>Estimated Number of Plats</u>	<u>Amount</u>
a)	Acquisition Plats	2	\$1,900
b)	Temporary Construction Plats	10	\$4,000
c)	Permanent Easement Plats	5	\$3,000
d)	Staking Of Proposed Easements	4	\$1,800

6. MONUMENT PRESERVATION SURVEY

The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not limited to identifying the existing monuments within the public improvement project corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the Client and recorded with the County Recorder's Office.

7. TITLE WORK

The PROFESSIONAL shall retain and coordinate the services of an abstractor who will prepare Certificates of Title for each parcel that will include the current property description and easement of record. PROFESSIONAL will invoice these fees without markup to the client as project expenses. The estimated budget for these services is based on a unit price for each Title Report as required by the PROJECT. An estimated number of Title Reports for this PROJECT are shown below:

	<u>Item</u>	<u>Estimated Number of Plats</u>	<u>Amount</u>
a)	Title Reports	8	\$3,800

8. PRELIMINARY DESIGN AND PLANS

The PROFESSIONAL will prepare preliminary design and plans that include:

- a. Plan and vertical geometry information for proposed trail, intersection realignment, culverts, and other associated improvements.
- b. Included with this is the following:
 - 1) Determination of Public Right of Way and Temporary Construction Easement Needs
 - 2) Earthwork Calculations
 - 3) Profiles and Grading Limits
 - 4) Street Grades and Project Pavement Design
 - 5) Pavement, Subbase, and Storm Sewer Quantities
 - 6) Hydrology and Hydraulic Calculations on Storm Sewer and Extensions to Culverts as required for Staging and Proposed Improvements
 - 7) Geometrics, Alignments, and Plan View Details
 - 8) Analysis of Turn Movements for Design Vehicles
 - 9) The plans will depict where relocations are needed by private utility companies such as gas, electric, telephone, cable, etc.
 - 10) Construction staging to allow continuous access to the north, south, and east legs of the subject intersection
 - 11) Water main appurtenances adjustments to accommodate intersection realignment and trail construction
 - 12) Curb Ramps and Pedestrian Crossings Design
 - 13) Roadway Signage and Pavement Marking Plans
- c. One (1) Project Management Team (PMT) meeting with CLIENT to review project design requirements and preliminary design progress. The meeting will include review of preliminary design comments.
- d. Engineer's Preliminary Opinion of Probable Cost for the PROJECT.

9. PUBLIC INFORMATION MEETING

- a. Following completion of the topographic survey and preliminary design, the PROFESSIONAL and CLIENT will present the PROJECT scope to the public at a Public Information Meeting to facilitate comments and obtain information from the residents. The PROFESSIONAL will prepare the mailing list, notify the residents within one block of the PROJECT corridor and CLIENT identified stakeholders of the meeting, prepare an aerial display drawing for the meeting, prepare appropriate displays, attend meeting, and respond to residents' questions.

10. UTILITY COORDINATION

- a. The PROFESSIONAL shall coordinate with private franchise utility companies to identify relocations required to accommodate project related improvements.
- b. The PROFESSIONAL shall review all proposed relocation plans and verify that relocations are compatible with proposed improvements.
- c. The PROFESSIONAL shall work to have all relocations completed by Summer 2024.

11. STREETLIGHT DESIGN

- a. Lighting analysis of roadway improvements will be conducted if determined that MidAmerican Energy's proposed relocation of overhead electric spaces proposed poles further apart than existing or the proposed offset from edge of traveled way is greater than existing. If lighting analysis is conducted, the proposed lighting layout will be provided to Mid-American Energy for pricing and installation.

12. FINAL DESIGN AND PLANS

Upon receipt of preliminary plan review comments from the CLIENT, the PROFESSIONAL shall prepare construction documents for the PROJECT.

- a. Final Design Plans and Specifications: The PROFESSIONAL will complete the final design, plans, specifications, special provisions, and bid documents for the improvements for established scope for the PROJECT and furnish a copy of these documents to the CLIENT for review and approval prior to final approval and distribution for a public letting.

This phase will also involve the development of project details, general notes, construction limits, control reference notes, erosion control, staging, and coordination. The project plans will include title sheets (A Sheets); typical sections (B Sheets); Bid Items, Tabulations, and Estimate Reference Information (C Sheets); SWPPP plan (C Sheets); Roadway Plan and Profile (D Sheets); Trail Plan and Profile Sheets (E Sheets); Removals and Clearing (F Sheets); Alignment (G Sheets), Easement Needs (H Sheets); Staging and Traffic Control (J Sheets); Pavement Marking (K Sheets); Roadway and Trail Geometry (L Sheets); Culvert and Storm Sewer Plan and Profile, if necessary (M Sheets); Streetlighting, if necessary (P Sheets); Sidewalk Layout and Elevation Sheets (S Sheets); Culvert Headwall Details (V Sheets); and roadway cross sections

(W Sheets). Specifications may include Special Provisions or Estimate Reference Information to supplement the IDOT Standard Specifications.

- b. The PROJECT includes one set of Check Plan set of design plans and contract documents for the entire project in accordance with the CLIENT and IDOT requirements.
- c. One (1) PMT meeting with the CLIENT to review Check Plan comments.
- d. The PROFESSIONAL will provide coordination with franchise utility companies for final relocation plans and schedule.
- e. Engineer's Final Opinion of Probable Cost for the PROJECT. The PROFESSIONAL shall prepare a statement of the total probable cost based upon the design developed. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design PROFESSIONAL familiar with the construction industry. It is recognized; however, the PROFESSIONAL has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the PROFESSIONAL does not guarantee any actual cost will not vary from any cost estimate prepared by the PROFESSIONAL.
- f. The PROFESSIONAL will prepare and submit permits for approval from various regulatory agencies as is required by local, State, and Federal requirements. These permits may include a IDNR NPDES General Permit No. 2. Permit.

13. BID PHASE SERVICES

- a. Upon receipt of authorization by the CLIENT to set the date of the bid letting, the PROFESSIONAL shall answer questions from potential contractors, subcontractors, and suppliers; and determine need of issue addenda, and coordinate with CLIENT. The PROFESSIONAL shall supply the necessary documents to bidders for letting purposes. The PROFESSIONAL shall issue addenda as appropriate to clarify, correct or modify the Bidding Documents. The PROFESSIONAL shall attend the meeting at which bids are received, shall tabulate the bids, and make recommendations to the City Council, in writing, regarding award of the construction contract. The PROJECT will be bid in one letting. Any additional lettings will be considered additional services.

C. ADDITIONAL SERVICES

1. WETLAND AND STREAM DELINEATION

- a. The PROFESSIONAL will provide a Wetland & Stream Delineation for the realignment of Northside Drive and 3rd Street and construction of a trail along 3rd Street within Polk City, Iowa. The Wetland Delineation will determine the upper boundaries of wetland areas at the project site. The Stream Delineation will evaluate the Ordinary Highwater Mark (OHWM) throughout a reach. The PROFESSIONAL will complete one site visit to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils as well as OHWM characteristics. The upper boundary of each wetland will be surveyed with a GPS unit. Fieldwork will be

conducted in accordance with procedures outlined in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement. The PROFESSIONAL will provide an electronic copy of the wetland delineation report.

2. U.S. ARMY CORPS OF ENGINEERS (USACE) 404 PERMITTING

- a. A Section 404 joint permit application will be submitted to the USACE Rock Island District through the Iowa Department of Natural Resources PERMT website. The PROFESSIONAL will act as the Authorized Agent throughout the permitting process. During this process, the PROFESSIONAL will respond to inquiries from USACE. This task assumes that a Nationwide Permit (NWP) will be obtained from the USACE with no mitigation requirement.

D. EXTRA SERVICES

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which Snyder & Associates, Inc. could perform upon request.

1. Construction Phase Services including Administration, Observation and Staking
2. Submittal fees and/or permit fees to any and all regulatory agencies.
3. NPDES permit application fees
4. DNR Permit Fees (Water and Sanitary), if required
5. Franchise Utility Engineering Costs
6. Client requested major revisions
7. Utility company locates and staking requests
8. Potholing of existing franchise utilities

E. CONSTRUCTION PHASE SERVICES

Not included in this Agreement.

F. SUB-CONSULTANTS

Use of sub-consultants is not anticipated at this time.

G. PROJECT SCHEDULE

The PROJECT, from design through construction services completion, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and PROFESSIONAL. Franchise utility cooperation for relocation is a controlling item. Generally, the schedule for the PROJECT is described in Exhibit "D", attached hereto.

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.

H. FEES

The fees for Engineering Services shall be as described below.

Basic Services:

1. Project Administration	\$ 8,400
2. Concept Statement	\$ 2,500
3. Topographic Survey	\$ 9,500
4. Right of Way Establishment	\$ 6,800
5. Survey Plats	\$ 10,300
6. Monument Preservation	\$ 1,500
7. Title Work	\$ 3,800
8. Preliminary Design and Plans	\$ 66,500
9. Public Information Meeting	\$ 4,500
10. Utility Coordination	\$ 4,100
11. Streetlight Design	\$ 2,500
12. Final Design and Plans	\$ 54,200
13. <u>Bid Phase Services</u>	<u>\$ 3,500</u>
Lump Sum Fee for Basic Services	\$ 178,100

Additional Services:

1. Wetland and Stream Delineation	\$ 5,000
2. U.S. Army Corps of Engineers (USACE) 404 Permitting	\$ 1,000

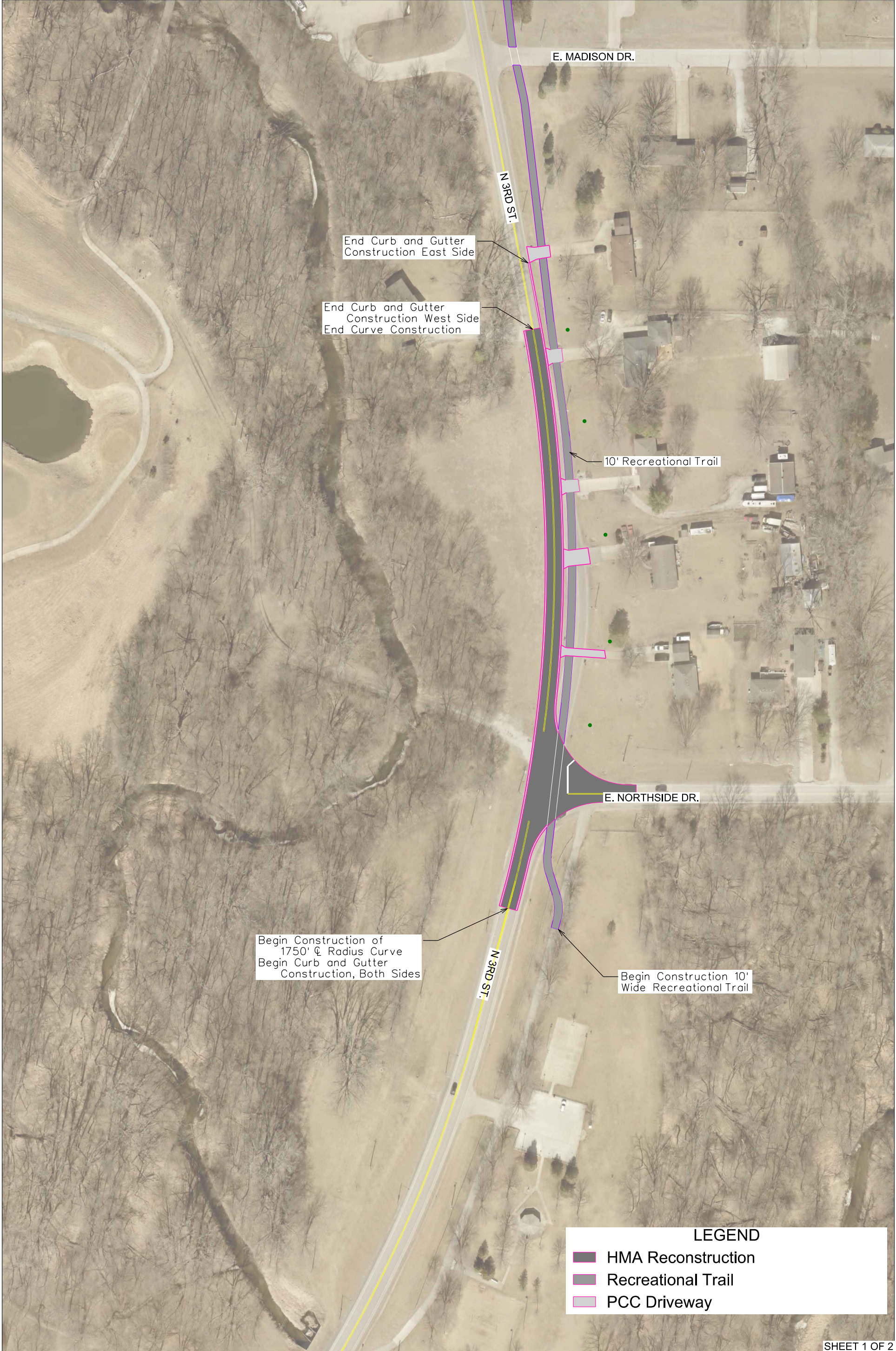
Extra Services:

Not Included

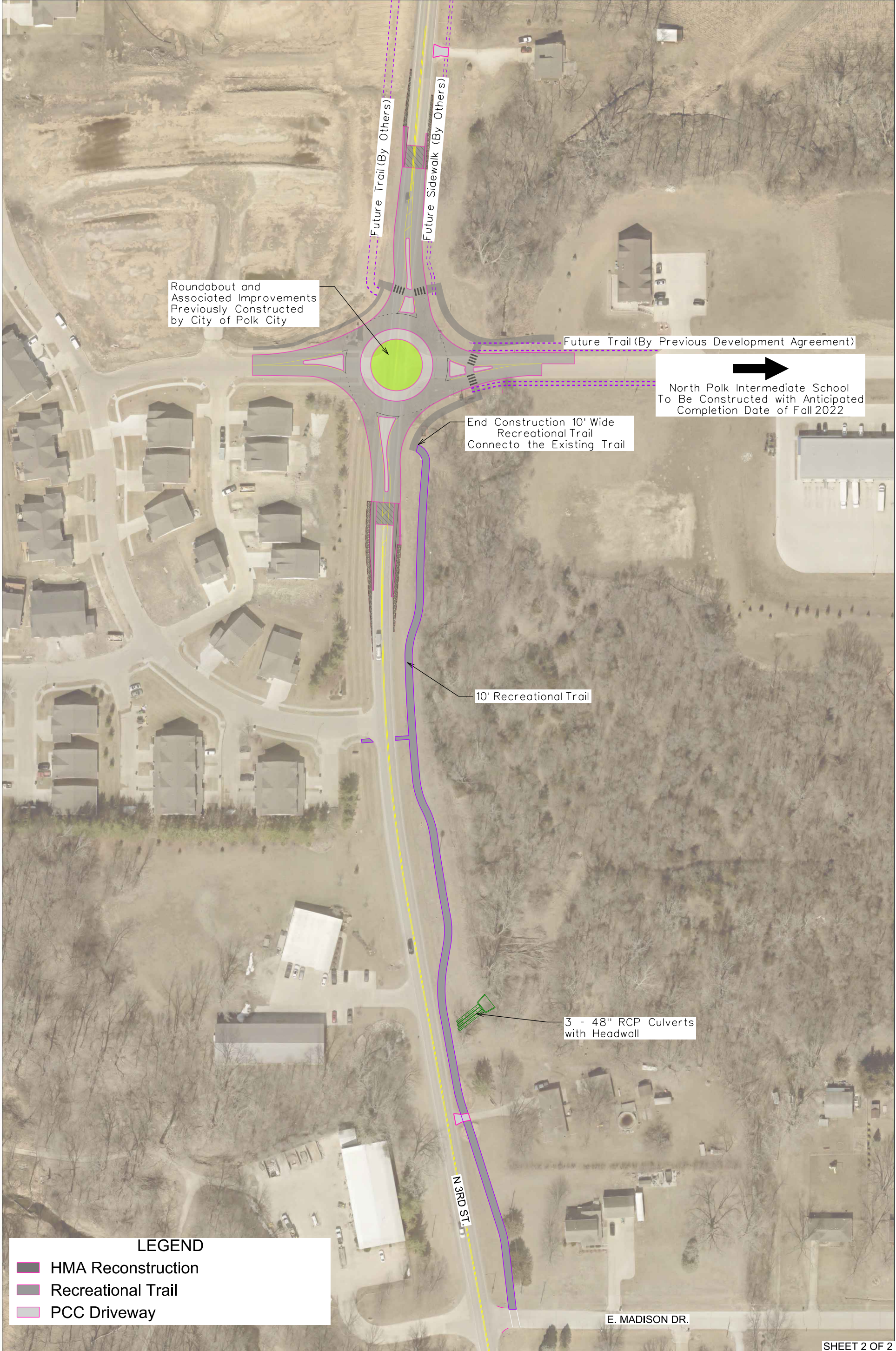
Construction Services:

Not Included

TOTAL FEE FOR SERVICES **\$184,100**



SHEET 1 OF 2



LEGEND

HMA Reconstruction

Recreational Trail

PCC Driveway

Exhibit 'C'

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II	\$229.00	/hour	
Principal I	\$217.00	/hour	
Senior	\$198.00	/hour	
VIII	\$181.00	/hour	
VII	\$172.00	/hour	
VI	\$163.00	/hour	
V	\$152.00	/hour	
IV	\$141.00	/hour	
III	\$129.00	/hour	
II	\$116.00	/hour	
I	\$103.00	/hour	
Technical			
CADD, Survey, Construction Observation			
Lead	\$138.00	/hour	
Senior	\$132.00	/hour	
VIII	\$123.00	/hour	
VII	\$113.00	/hour	
VI	\$102.00	/hour	
V	\$92.00	/hour	
IV	\$83.00	/hour	
III	\$75.00	/hour	
II	\$69.00	/hour	
I	\$60.00	/hour	
Administrative			
II	\$71.00	/hour	
I	\$58.00	/hour	
Reimbursables			
Mileage	current IRS standard rate		
Outside Services	As Invoiced		

EXHIBIT D

Preliminary Schedule for Polk City High Trestle Trail to Neal Smith Trail Connector Project – Phase 1:

<u>Completion Date</u>	<u>Responsibility</u>	<u>Task</u>
June 12, 2023	City	Contract Award
June 30, 2023	S&A	Complete Topo & Boundary Survey
August 15, 2023	S&A	Preliminary Plans Submitted to City & Iowa DOT
August 22, 2023	S&A and City	Public Information Meeting
October 10, 2023	S&A	NEPA Clearance Through the Iowa DOT
October 10, 2023	S&A	Check Plans Submitted to City & Iowa DOT
November 21, 2023	S&A & IDOT	Right of Way & Easement Acquisition is Complete
November 21, 2023	IDOT	Project Development Certification Clearance
November 21, 2023	S&A & IDOT	USACE 404 Permitting Clearance
November 21, 2023	City & IDOT	Project Funding Agreement is Executed
November 21, 2023	S&A	Final Plans Submitted to City & Iowa DOT
December 5, 2023	IDOT	Final IDOT Contracts Turn-In
February 20, 2024	Contractor	Bid Letting
Spring 2024	Contractor	Construction Begins
Summer 2025	Contractor	Construction Completed

ENGINEERING SERVICES AGREEMENT

This agreement made between The City of Polk City, Iowa

the CLIENT and SNYDER & ASSOCIATES, INC., Consulting Engineers, The PROFESSIONAL, for services concerning the following PROJECT:

Polk City High Trestle Trail to Neal Smith Connector Project – Phase 6 & 7

See Attached Exhibit "A" which by this reference is made a part hereof.

SNYDER & ASSOCIATES, INC. agrees to perform the following professional services in connection with the PROJECT;

See Attached Exhibit "A"

The CLIENT hereby agrees to provide the PROFESSIONAL all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

See Attached Exhibit "A"

The CLIENT agrees to compensate the PROFESSIONAL for the engineering services rendered under this agreement on the following basis:

See Attached Exhibit "A"

Progress payments shall be made in proportion to services as rendered and as indicated within this agreement, and shall be due and owing within 10 days of the PROFESSIONAL'S submittal of his monthly statement. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the CLIENT fails to make monthly payments due the PROFESSIONAL, the PROFESSIONAL may after giving seven (7) days written notice to the CLIENT suspend services under this agreement.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THIS PAGE.

This agreement represents the entire and integrated agreement between the CLIENT and the PROFESSIONAL and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the PROFESSIONAL.

FOR CLIENT

City of Polk City, Iowa
CLIENT NAME

DATE

FOR SNYDER & ASSOCIATES, INC.

DATE

ROUTE EXECUTED COPY TO: Travis Thornburgh

TERMS AND CONDITIONS

1. The PROFESSIONAL intends to render its services under this agreement in accordance with the generally accepted professional practices for the intended use of the PROJECT.
2. Upon full payment of all monies due to PROFESSIONAL under the terms of this agreement, the PROFESSIONAL grants to CLIENT a nonexclusive license to reproduce the PROFESSIONAL'S final certified copy of the Instruments of Service, if any, solely for purposes of designing, administering, using and maintaining the Project.
 - 2.1 PROFESSIONAL agrees to allow transfer of its electronic media file(s) to the CLIENT, CLIENT understands and agrees that as a condition precedent, it will sign the PROFESSIONAL'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 CLIENT upon CLIENT'S request.
 - 2.2 All reports, plans, specifications, designs, field data, notes, drawings, computer files, construction documents and other documents and instruments prepared by the PROFESSIONAL, if any, are acknowledged by CLIENT to be instruments of service and shall remain the property of the PROFESSIONAL. Unless otherwise provided, PROFESSIONAL shall retain all common law, statutory and other reserved rights, including copy rights.
 - 2.3 The CLIENT shall not reuse or make any modification to the Instruments of Service without the prior written consent of the PROFESSIONAL.
 - 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 CLIENT upon completion or termination of the services and full and final payment to the PROFESSIONAL. The PROFESSIONAL may make copies of these documents for their records. The PROFESSIONAL will not be responsible for any claim, liability, or other costs arising out of any unauthorized reuse or modifications to the documents from, or through, the CLIENT without written authorization of the PROFESSIONAL.
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. **CONSTRUCTION OBSERVATION.** If Construction Observation is included in the scope of services, the PROFESSIONAL shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and the PROFESSIONAL, 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 PROFESSIONAL, 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 PROFESSIONAL shall keep the CLIENT informed about the progress of the Work and shall endeavor to guard the CLIENT against deficiencies in the Work.
 - 4.2 Construction Observation will follow the "Critical Path" services as outlined in Exhibit "D" attached to this Agreement. If CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request that such the services be provided by the PROFESSIONAL as Additional Services on a Work Order or as Additional Services by way of a Change Order.
 - 4.3 The PROFESSIONAL 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 PROFESSIONAL shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL 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 PROFESSIONAL represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the PROFESSIONAL has no control over the cost of labor and material or over competitive bidding or market conditions, the PROFESSIONAL does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.
6. The CLIENT 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 CLIENT and the PROFESSIONAL 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 CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the Standard Fee Schedule attached hereto or as set forth in a written Scope of Services defined by the CLIENT and the PROFESSIONAL.

8. The PROFESSIONAL shall maintain insurance to protect the PROFESSIONAL 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 PROFESSIONAL is legally liable. The minimum amounts and extent of such insurance is as follows:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
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
2. Commercial General Liability	
Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit
3. 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 Policies providing the insurance specified in number 2 and 3 above may be endorsed to include CLIENT as an additional insured upon CLIENT'S request. CLIENT shall pay for any additional premium charged by the insurer for this endorsement.
- 8.2 All policies may include, upon CLIENTS request, a provision restricting the right of the insurer to cancel such coverage except upon written thirty (30) day's notice to CLIENT.
- 8.3 Certificates evidencing the coverage above shall be delivered, upon CLIENT'S request, to CLIENT 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 CLIENT. Any and all soils or other testing and analysis performed by an independent testing laboratory shall be billed directly to the CLIENT 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 CLIENT fails to pay the undisputed portion of the PROFESSIONAL'S invoices within 30 days of presentation, the PROFESSIONAL shall cease work on the project and the CLIENT shall waive any claim against the PROFESSIONAL, and shall defend and hold the PROFESSIONAL harmless from any claims for loss resulting from cessation of service. In the event of remobilization, the CLIENT and PROFESSIONAL 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 CLIENT, the CLIENT shall notify the PROFESSIONAL within ten (10) days of receipt of the invoice in question, and the CLIENT and ENGINEER shall work to resolve the matter within sixty (60) days of notification by the CLIENT 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 PROFESSIONAL or CLIENT may, after giving seven (7) days written notice to the other party, terminate this agreement and the PROFESSIONAL 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 Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
14. Neither the CLIENT nor the PROFESSIONAL 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. PROFESSIONAL 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.

EXHIBIT A

POLK CITY: POLK CITY HIGH TRESTLE TRAIL TO NEAL SMITH TRAIL CONNECTOR PROJECT – PHASE 6 & 7

CLIENT: CITY OF POLK CITY

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

PROJECT: TO PROVIDE ENGINEERING SERVICES RELATED TO PREPARATION OF
CONSTRUCTION DOCUMENTS AND PROVISION OF BID PHASE SERVICES
FOR THE ABOVE PROJECT.

DATE: JUNE 12, 2023

SCOPE OF SERVICES:

The Polk City High Trestle Trail to Neal Smith Trail Connector Project – Phase 6 & 7 includes design of two (2) trail connections located along the north side of W. Bridge Road in the SW portion of Polk City and is hereinafter referred to as “PROJECT”. The PROJECT includes a trail connection from the existing trail near the Parker Boulevard and W. Bridge Road intersection to the Neal Smith Trail, construction of a gap in the trail located northeast of the Parker Boulevard and W. Bridge Road intersection and the construction of a detention basin near the Neal Smith Trail at the request of the U.S. Army Corps of Engineers (USACE). The PROJECT scope includes stormwater modeling, culvert design, and environmental impact review.

A. GENERAL

1. The PROJECT will construct two (2) connection trails, a detention basin, and associated improvements.
2. The alignment and profile of each trail will be designed to minimize impacts to areas outside the public Right of Way; and be graded appropriately to accommodate and improve current drainage patterns where feasible.
3. The PROJECT will include storm drainage improvements and storm water detention on the USACE property. The USACE is requiring these improvements for use of the land required for the trail connection.
4. The PROJECT will include installation of appropriate culverts as required to convey storm water at all PROJECT locations.
5. The PROJECT will include adjustment of water main appurtenances to accommodate trail construction and PROJECT grading.

6. The PROJECT includes traffic control design to warn through traffic (pedestrian and bicycle) on the existing Neal Smith Trail adjacent to the construction area.
7. The PROJECT includes Storm Water Pollution Prevention Plan (SWPPP) provisions and final site restoration.
8. The PROJECT includes utility coordination with impacted franchise utilities to facilitate their relocations.
9. The PROJECT includes preparing and submitting permits for environmental compliance. Refer to "Basic Services" for full scope of Environmental Services.
10. The PROJECT does not include design of the future sports complex parking lot expansion.
11. The PROJECT does not include sidewalk ramp improvements, as no street crossings are anticipated.
12. The PROJECT does not include water main or sanitary sewer construction or replacement within the PROJECT corridor, except as noted elsewhere herein.
13. The PROJECT does not include a public information meeting.
14. The PROJECT does not include public Right of Way or temporary construction easement acquisitions.

B. BASIC SERVICES

The PROFESSIONAL shall provide the Basic Services as follows.

1. PROJECT ADMINISTRATION

The PROFESSIONAL will prepare reports and invoices and attend meetings as follows:

- a. Monthly Progress Reports.
- b. Month Billing Reports.
- c. PROJECT coordination for engineering and permitting with the CLIENT, regulatory agencies and utility companies, as needed.
- d. PROJECT design review meeting with the CLIENT and the U.S. Army Corps of Engineers, anticipated to include three (3) meetings.

2. TOPOGRAPHIC AND BOUNDARY SURVEY

- a. A topographic and boundary survey will be performed for the PROJECT to encompass the project limits detailed on Exhibit B. Survey will include elements within the public Right of Way, and impacted lots located within the anticipated grading limits.
- b. The topographic field survey locations will be performed of the above ground physical features including pavements, buildings with elevations at doorways that exit at grade, utility appurtenances, etc. within the limits of the PROJECT.
- c. The utility portion of the survey shall be created using the field survey and information as provided to the PROFESSIONAL from the utility owners by either existing record and / or physical field locates.
- d. A Digital Terrain Model will be created to include a representation of the existing ground surface with intelligent contours, spot elevations, and breaklines.

3. PRELIMINARY DESIGN AND PLANS

The PROFESSIONAL will prepare preliminary design and plans that include:

- a. Plan and vertical geometry information for proposed trail, parking lot expansion, culverts, and detention basin.
- b. Included with this is the following:
 - 1) Geometrics, Alignments, and Plan View Details
 - 2) Profiles and Grading Limits
 - 3) Culvert and Storm Sewer Design
 - 4) Cross Sections and Modeling for Trails
- c. One (1) Project Management Team (PMT) meeting with CLIENT to review project design requirements and preliminary design progress. The meeting will include review of preliminary design comments.
- d. Engineer's Preliminary Opinion of Probable Cost for the PROJECT.

4. FINAL DESIGN AND PLANS

Upon receipt of preliminary plan review comments from the CLIENT, the PROFESSIONAL shall prepare construction documents for the PROJECT.

- a. Final Design Plans and Specifications: The PROFESSIONAL will complete the final design, plans, specifications, special provisions, and bid documents for the improvements for established scope for the PROJECT and furnish a copy of these documents to the CLIENT for review and approval prior to final approval and distribution for a public letting.

This phase will also involve the development of project details, general notes, construction limits, control reference notes, erosion control, staging, and coordination. The project plans will include title sheets (A Sheets); typical sections (B Sheets); Bid Items, Tabulations, and Estimate Reference Information (C Sheets); SWPPP plan (C Sheets); Trail Plan and Profile (D Sheets); Removals and Clearing (F Sheets); Alignment (G Sheets), Staging and Traffic Control (J Sheets); Culvert and Storm Sewer Plan and Profile (M Sheets); Sidewalk Layout and Elevation Sheets (S Sheets); and cross sections (W Sheets). Specifications may include Special Provisions or Estimate Reference Information to supplement the SUDAS Standard Specifications.

- b. The PROJECT includes one set of Check Plan set of design plans and contract documents for the entire project in accordance with the CLIENT and SUDAS requirements.
- c. One (1) PMT meeting with the CLIENT to review Check Plan comments.
- d. The PROFESSIONAL will provide coordination with franchise utility companies for final relocation plans and schedule.
- e. Engineer's Final Opinion of Probable Cost for the PROJECT. The PROFESSIONAL shall prepare a statement of the total probable cost based upon the design developed. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design PROFESSIONAL familiar with the construction industry. It is recognized, however, the PROFESSIONAL has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the PROFESSIONAL does not guarantee any actual cost will not vary from any cost estimate prepared by the PROFESSIONAL.
- f. The PROFESSIONAL will prepare and submit permits for approval from various regulatory agencies as is required by local, State, and Federal requirements. These permits may include a IDNR NPDES General Permit No. 2. and Iowa DOT Work In Right of Way Permit.

5. CONSTRUCTION PERMITS

- a. The PROFESSIONAL will prepare and submit the following construction related permits:
 - 1) Iowa DNR NPDES General Permit No. 2
 - 2) Iowa DOT Work in the Right of Way Permit
- b. IDNR Water and Sanitary Sewer Main construction permits are not anticipated.

6. HYDRAULIC MODELING

- a. The PROFESSIONAL shall develop a detention basin grading plan as required to generate the fill volume necessary for the trail extension and parking lot expansion.
- b. The PROFESSIONAL shall complete a hydrologic and hydraulic analysis of the watershed draining to the proposed detention area.

- c. The PROFESSIONAL shall size the outlet structure/culvert and determine the level of stormwater detention (recurrence interval) provided within the proposed detention basin and available area on USACE managed property.
- d. The PROFESSIONAL shall provide technical memo summarizing the hydraulic modeling approach and detention capacity of the proposed infrastructure.

7. BID PHASE SERVICES

Upon receipt of authorization by the CLIENT to set the date of the bid letting, the PROFESSIONAL shall answer questions from potential contractors, subcontractors, and suppliers; and determine need of issue addenda, and coordinate with CLIENT. The PROFESSIONAL shall supply the necessary documents to bidders for letting purposes. The PROFESSIONAL shall issue addenda as appropriate to clarify, correct or modify the Bidding Documents. The PROFESSIONAL shall attend the meeting at which bids are received, shall tabulate the bids and make recommendations to the City Council, in writing, regarding award of the construction contract. The PROJECT will be bid in one letting. Any additional lettings will be considered additional services.

C. ADDITIONAL SERVICES

1. WETLAND AND STREAM DELINEATION

- a. The PROFESSIONAL will provide Wetland and Stream Delineation for the above PROJECT. The Delineation will be performed during the growing season to determine the upper boundaries of wetland and stream areas at the project site. The PROFESSIONAL will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Regional Supplements. The PROFESSIONAL will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.
- b. The CLIENT will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation. A report summarizing the findings of the field delineation could be completed within four weeks of written authorization.

2. WETLAND AND STREAM PERMITTING

- a. A permit application will be submitted to the US Army Corps of Engineers (USACE). The PROFESSIONAL will act as the Authorized Agent throughout the permitting process. During this process, the PROFESSIONAL staff will respond to inquiries from USACE.

- b. The PROFESSIONAL will submit a 404 joint permit application to the USACE on the CLIENT'S behalf. The PROFESSIONAL will act as the Authorized Agent throughout the permitting process. During this process, The PROFESSIONAL will respond to inquiries from the USACE. This task assumes that a 404 permit will be obtained from the USACE with mitigation requirement.

3. THREATENED AND ENDANGERED SPECIES HABITAT SURVEY

- a. The PROFESSIONAL will evaluate potential threatened and endangered (T&E) species habitat at the project site. The PROFESSIONAL will conduct a web search for all pertinent information regarding T&E species and their potential for existence in the project area.
- b. The PROFESSIONAL will complete a site visit to identify potential habitat within the project area. Potential areas will be documented and photographed. Approximate boundaries will be surveyed with GPS equipment. A report documenting the findings and all pertinent information identified during the research period will be provided to the CLIENT.

4. ARPA PERMITTING

- a. The PROFESSIONAL has performed these services as part of S&A Project #122.0001.01H.

5. PHASE I CULTURAL RESOURCES INVESTIGATION

- a. The PROFESSIONAL has performed these services as part of S&A Project #122.0001.01H.

6. ALTERNATIVES ANALYSIS

- a. The PROFESSIONAL will develop an alternatives analysis documentation as part of the permitting process with the USACE. The PROFESSIONAL will utilize information provided by the CLIENT that supports the need for the proposed action to occur. The report will cover the following topics:

- 1) Introduction
- 2) Purpose and Need
- 3) Alternative Site Analysis
- 4) Avoidance and Minimization of Impact
- 5) Summary and Recommendations

The documents will be completed under the Clean Water Act Section 404(b)(1) Alternative Analysis Guidance.

7. REAL ESTATE APPLICATION

- a. The PROFESSIONAL will meet with local USACE staff one time to discuss the proposed trail connection, parking lot expansion, and detention basin elements of the project. The PROFESSIONAL will complete the USACE Real Estate Application for the USACE Rock Island District to consider requests to use government-controlled property. The PROFESSIONAL will submit the Real Estate Application, wetland delineation report, and alternatives analysis to the USACE Rock Island Real Estate Office for their review.

D. EXTRA SERVICES

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which Snyder & Associates, Inc. could perform upon request.

1. Design of Culvert Improvements located downstream of the Bridgeview subdivision outlet.
2. Construction Phase Services including Administration, Observation and Staking
3. Submittal fees and/or permit fees to any and all regulatory agencies.
4. NPDES permit application fees
5. DNR Permit Fees (Water and Sanitary), if required
6. Franchise Utility Engineering Costs
7. Client requested major revisions
8. Utility company locates and staking requests
9. Potholing of existing franchise utilities

E. CONSTRUCTION PHASE SERVICES

Not included in this Agreement.

F. SUB-CONSULTANTS

Use of sub-consultants is not anticipated at this time.

G. PROJECT SCHEDULE

The PROJECT, from design through construction services completion, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and PROFESSIONAL. Franchise utility cooperation for relocation is a controlling item. Generally, the schedule for the PROJECT is described in Exhibit "D", attached hereto.

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.

H. FEES

The fees for Engineering Services shall be as described below.

Basic Services:

1. Project Administration	\$ 6,200
2. Topographic and Boundary Survey	\$ 9,600
3. Preliminary Design and Plans	\$ 11,500
4. Final Design and Plans	\$ 11,000
5. Construction Permits	\$ 1,000
6. Hydraulic Modeling	\$ 4,750
7. <u>Bid Phase Services</u>	\$ 3,000
Lump Sum Fee for Basic Services	\$ 47,050

Additional Services:

1. Wetland and Stream Delineation	\$ 5,000
2. Wetland and Stream Permitting	\$ 4,500
3. Threatened and Endangered Species Habitat Survey	\$ 6,000
4. ARPA Permitting	\$ *
5. Phase I Cultural Resources Investigation	\$ *
6. Alternative Analysis	\$ 8,000
7. <u>Real Estate Application</u>	\$ 4,000
Lump Sum Fee for Additional Services (ARPA & Cultural Study Not Included)	\$ 27,500

Extra Services: Not Included

Construction Services: Not Included

TOTAL FEE FOR SERVICES \$74,550

*Additional Services items #4 & #5 have been completed under S&A Project #122.0001.01H, associated with the ENGINEER Services Master Agreement.

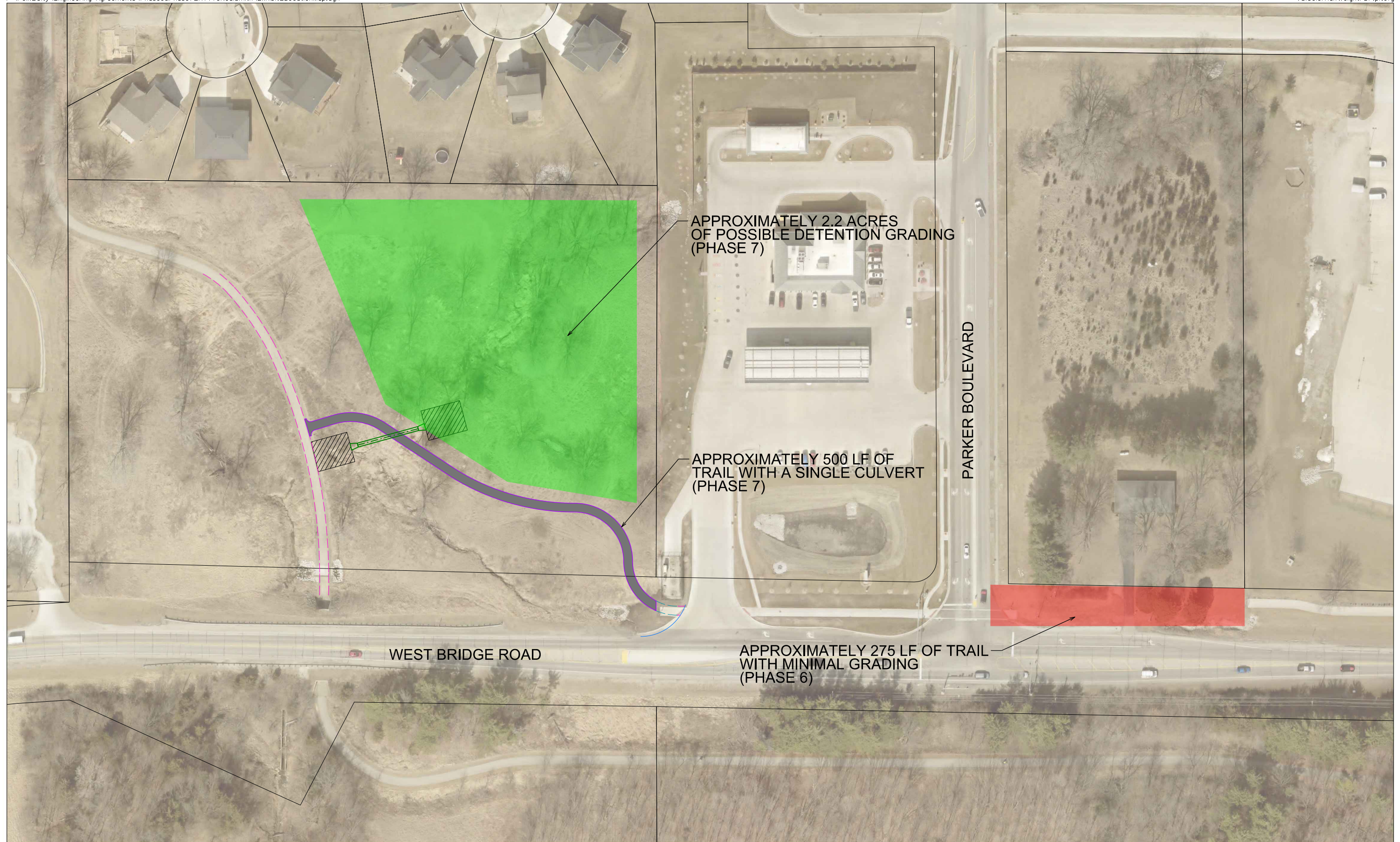


Exhibit 'C'

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II		\$229.00	/hour
Principal I		\$217.00	/hour
Senior		\$198.00	/hour
VIII		\$181.00	/hour
VII		\$172.00	/hour
VI		\$163.00	/hour
V		\$152.00	/hour
IV		\$141.00	/hour
III		\$129.00	/hour
II		\$116.00	/hour
I		\$103.00	/hour
Technical			
CADD, Survey, Construction Observation			
Lead		\$138.00	/hour
Senior		\$132.00	/hour
VIII		\$123.00	/hour
VII		\$113.00	/hour
VI		\$102.00	/hour
V		\$92.00	/hour
IV		\$83.00	/hour
III		\$75.00	/hour
II		\$69.00	/hour
I		\$60.00	/hour
Administrative			
II		\$71.00	/hour
I		\$58.00	/hour
Reimbursables			
Mileage		current IRS standard rate	
Outside Services		As Invoiced	

EXHIBIT D

Preliminary Schedule for Polk City High Trestle Trail to Neal Smith Trail Connector Project – Phase 6 & Phase 7:

<u>Completion Date</u>	<u>Responsibility</u>	<u>Task</u>
June 12, 2023	City	Contract Award
June 30, 2023	S&A	Complete Topo & Boundary Survey
July 10, 2023	S&A	Wetland Delineation/Threatened and Endangered Species Memo is Complete
July 28, 2023	S&A	Preliminary Plans are Submitted to City for Review Prior to USACE submittal
August 7, 2023	S&A	Alternatives Analysis, USACE 404 Permit Application, and USACE Real Estate Application is submitted
August 11, 2023	S&A	Preliminary Plans Updated and Finalized for USACE submittal
October 2, 2023	USACE	USACE 404 Permit is Approved*
August 7, 2024	USACE	USACE Real Estate Application is Approved**
August 30, 2023	S&A	Final Plans are Submitted to City for Review
September 9, 2024	City	Council Meeting to Set Hearing and Letting Dates
October 9, 2024	S&A	Bid Letting
October 14, 2024	City	Council Meeting to Review Bids & Award Contract
October 15, 2024	S&A/City	Finalize Construction Services Scope and Fee
Winter 2024	Contractor	Tree Clearing is Completed
Spring 2025	Franchise Utilities	Utility Relocations to be Completed
Spring 2025	Contractor	Construction Begins
Summer 2025	Contractor	Construction is Completed

*Assumed USACE Approval will be received 8 weeks following permit submittal.

**Assumed USACE Approval will be received 12 months following application submittal.

ENGINEERING SERVICES AGREEMENT

This agreement made between The City of Polk City, Iowa

the CLIENT and SNYDER & ASSOCIATES, INC., Consulting Engineers, The PROFESSIONAL, for services concerning the following PROJECT:

2024 Street Repairs Project

See Attached Exhibit "A" which by this reference is made a part hereof.

SNYDER & ASSOCIATES, INC. agrees to perform the following professional services in connection with the PROJECT;

See Attached Exhibit "A"

The CLIENT hereby agrees to provide the PROFESSIONAL all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

See Attached Exhibit "A"

The CLIENT agrees to compensate the PROFESSIONAL for the engineering services rendered under this agreement on the following basis:

See Attached Exhibit "A"

Progress payments shall be made in proportion to services as rendered and as indicated within this agreement, and shall be due and owing within 10 days of the PROFESSIONAL'S submittal of his monthly statement. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the CLIENT fails to make monthly payments due the PROFESSIONAL, the PROFESSIONAL may after giving seven (7) days written notice to the CLIENT suspend services under this agreement.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THIS PAGE.

This agreement represents the entire and integrated agreement between the CLIENT and the PROFESSIONAL and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the PROFESSIONAL.

FOR CLIENT

City of Polk City, Iowa
CLIENT NAME

DATE

FOR SNYDER & ASSOCIATES, INC.

DATE

ROUTE EXECUTED COPY TO: Travis Thornburgh

TERMS AND CONDITIONS

1. The PROFESSIONAL intends to render its services under this agreement in accordance with the generally accepted professional practices for the intended use of the PROJECT.
2. Upon full payment of all monies due to PROFESSIONAL under the terms of this agreement, the PROFESSIONAL grants to CLIENT a nonexclusive license to reproduce the PROFESSIONAL'S final certified copy of the Instruments of Service, if any, solely for purposes of designing, administering, using and maintaining the Project.
 - 2.1 PROFESSIONAL agrees to allow transfer of its electronic media file(s) to the CLIENT, CLIENT understands and agrees that as a condition precedent, it will sign the PROFESSIONAL'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 CLIENT upon CLIENT'S request.
 - 2.2 All reports, plans, specifications, designs, field data, notes, drawings, computer files, construction documents and other documents and instruments prepared by the PROFESSIONAL, if any, are acknowledged by CLIENT to be instruments of service and shall remain the property of the PROFESSIONAL. Unless otherwise provided, PROFESSIONAL shall retain all common law, statutory and other reserved rights, including copy rights.
 - 2.3 The CLIENT shall not reuse or make any modification to the Instruments of Service without the prior written consent of the PROFESSIONAL.
 - 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 CLIENT upon completion or termination of the services and full and final payment to the PROFESSIONAL. The PROFESSIONAL may make copies of these documents for their records. The PROFESSIONAL will not be responsible for any claim, liability, or other costs arising out of any unauthorized reuse or modifications to the documents from, or through, the CLIENT without written authorization of the PROFESSIONAL.
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. **CONSTRUCTION OBSERVATION.** If Construction Observation is included in the scope of services, the PROFESSIONAL shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and the PROFESSIONAL, 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 PROFESSIONAL, 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 PROFESSIONAL shall keep the CLIENT informed about the progress of the Work and shall endeavor to guard the CLIENT against deficiencies in the Work.
 - 4.2 Construction Observation will follow the "Critical Path" services as outlined in Exhibit "D" attached to this Agreement. If CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request that such the services be provided by the PROFESSIONAL as Additional Services on a Work Order or as Additional Services by way of a Change Order.
 - 4.3 The PROFESSIONAL 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 PROFESSIONAL shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL 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 PROFESSIONAL represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the PROFESSIONAL has no control over the cost of labor and material or over competitive bidding or market conditions, the PROFESSIONAL does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.
6. The CLIENT 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 CLIENT and the PROFESSIONAL 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 CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the Standard Fee Schedule attached hereto or as set forth in a written Scope of Services defined by the CLIENT and the PROFESSIONAL.

8. The PROFESSIONAL shall maintain insurance to protect the PROFESSIONAL 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 PROFESSIONAL is legally liable. The minimum amounts and extent of such insurance is as follows:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
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
2. Commercial General Liability	
Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit
3. 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 Policies providing the insurance specified in number 2 and 3 above may be endorsed to include CLIENT as an additional insured upon CLIENT'S request. CLIENT shall pay for any additional premium charged by the insurer for this endorsement.
- 8.2 All policies may include, upon CLIENTS request, a provision restricting the right of the insurer to cancel such coverage except upon written thirty (30) day's notice to CLIENT.
- 8.3 Certificates evidencing the coverage above shall be delivered, upon CLIENT'S request, to CLIENT 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 CLIENT. Any and all soils or other testing and analysis performed by an independent testing laboratory shall be billed directly to the CLIENT 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 CLIENT fails to pay the undisputed portion of the PROFESSIONAL'S invoices within 30 days of presentation, the PROFESSIONAL shall cease work on the project and the CLIENT shall waive any claim against the PROFESSIONAL, and shall defend and hold the PROFESSIONAL harmless from any claims for loss resulting from cessation of service. In the event of remobilization, the CLIENT and PROFESSIONAL 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 CLIENT, the CLIENT shall notify the PROFESSIONAL within ten (10) days of receipt of the invoice in question, and the CLIENT and ENGINEER shall work to resolve the matter within sixty (60) days of notification by the CLIENT 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 PROFESSIONAL or CLIENT may, after giving seven (7) days written notice to the other party, terminate this agreement and the PROFESSIONAL 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 Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
14. Neither the CLIENT nor the PROFESSIONAL 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. PROFESSIONAL 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.

EXHIBIT 'A'
POLK CITY: 2024 STREET REPAIRS PROJECT

CLIENT: CITY OF POLK CITY

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

PROJECT: TO PROVIDE ENGINEERING SERVICES RELATED TO PREPARATION OF CONSTRUCTION DOCUMENTS AND PROVISION OF BID PHASE AND CONSTRUCTION PHASE SERVICES FOR THE 2024 STREET REPAIRS PROJECT.

DATE: JUNE 12, 2023

SCOPE OF SERVICES:

A. BASIC SERVICES:

1. Street Repair
 - a. The street repairs on the project include fifteen to twenty (15-20) locations to be identified by City Staff following approval of this agreement.
 - b. The PROFESSIONAL will visit the site once repair locations have been identified to determine repair extents and magnitude of needed repairs. The PROFESSIONAL will mark these extents for review by City Staff and measure the removal limits with GPS equipment as necessary for preparation of construction drawings.
 - c. The PROFESSIONAL will prepare a staging plan to maintain a minimum of 1-way traffic through all street repair locations.
2. The PROFESSIONAL will provide project administration as required for this project.
3. The PROFESSIONAL will prepare construction documents for the above described improvements. These documents include construction drawings, form of contract, and technical specifications.
4. The PROFESSIONAL will prepare an Opinion of Probable Construction Cost for the project.
5. The PROFESSIONAL will provide bid phase services, including advertising, bid letting, bid tabulation, and making a recommendation to the City Council regarding award.
6. The PROFESSIONAL shall provide 3 copies of the construction drawings for review by City Staff. The PROFESSIONAL shall supply the necessary documents to bidders for letting purposes.
7. The PROFESSIONAL will attend one meeting with City Staff and City Council meetings as required.

B. CONSTRUCTION PHASE SERVICES:

Upon award of the construction contract, the PROFESSIONAL shall provide services as follows:

1. Construction administration for the project as outlined in Exhibit "B", including conducting a preconstruction conference with the contractor and City staff, reviewing and processing applications for partial payment, reviewing shop drawings, preparing change orders for approval by the City. Upon completion of the project in substantial conformance to the approved construction documents, the PROFESSIONAL shall recommend acceptance of the project.
2. All patching locations are small enough where staking is not required.
3. Construction observation services are not included in this agreement.

C. ADDITIONAL SERVICES:

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which Snyder & Associates, Inc. could perform upon request.

1. Construction Observation
2. Assessment plats and schedules
3. Easement plats and/or acquisition plats
4. Right-of-way services
5. Submittal fees and/or permit fees to any and all regulatory agencies.
6. NPDES permit application fees (if required)
7. Street lighting design
8. Client requested major revisions
9. Utility company locates

D. FEES:

The fees for Engineering Services shall be as described below.

1. Basic Services:		
a. Project Administration	\$ 3,000	
b. Final Design and Plans	\$ 8,500	
c. Update Street Repair Inventory	\$ 2,500	
d. Bid Phase Services	\$ 3,000	
Lump Sum Fee for Basic Services		\$17,000
2. Construction Phase Services:		
a. Construction Administration	\$ 6,500	
b. Construction Staking/Marking	\$ 1,500	
Lump Sum fee for Construction Phase Services		\$8,000
TOTAL FEE		<u>\$25,000</u>

Exhibit “B”

SNYDER & ASSOCIATES, INC. CONSTRUCTION ADMINISTRATION SERVICES FOR POLK CITY PUBLIC IMPROVEMENT PROJECTS

Upon the CLIENT’s award of the construction contract, the PROFESSIONAL shall perform the following construction administrative services during construction of the project:

General Administration of Construction Contract. Consult with CLIENT and act as CLIENTS’s representative as provided in the General Conditions of the construction contract. The extent and limitations of the duties, responsibilities and authority of PROFESSIONAL as assigned in said General Conditions shall not be modified, except as PROFESSIONAL may otherwise agree in writing. All of CLIENT’s instructions to Contractor will be issued through PROFESSIONAL, who shall have authority to act on behalf of CLIENT dealings with Contractor to the extent provided in the Agreement and said General Conditions except as otherwise provided in writing.

Pre-construction Conference The PROFESSIONAL shall arrange and conduct a pre-construction conference for the project with the Contractor and CLIENT to review the contract requirements, details of construction, and work schedule prior to commencement of construction.

Contractor Payment Requests The PROFESSIONAL shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.

Notification of Non-conformance The PROFESSIONAL shall notify the CLIENT of any known work which does not conform to the construction contract, make recommendations to the CLIENT for the correction of non-conforming work and, at the request of the CLIENT, see that these recommendations are implemented by the contractor.

Clarifications, Interpretations and Field Orders The PROFESSIONAL shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor’s work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The PROFESSIONAL may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Shop Drawings The PROFESSIONAL shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor.

Substitutes and “or-equal” The PROFESSIONAL shall evaluate and determine the acceptability of substitute or “or-equal” material and equipment proposed by Contractor.

Change Orders The PROFESSIONAL shall negotiate and prepare change orders for approval of the CLIENT.

Testing The PROFESSIONAL will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory retained by the Contractor. The PROFESSIONAL's review of such testing and certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such observations, tests, or approvals comply with the requirements of the Contract Documents. The PROFESSIONAL shall be entitled to rely on the results of such tests.

Substantially Complete and Final Site Observation The PROFESSIONAL shall perform a site observation to determine if the project is substantially complete according to the plans and specifications, prepare a punchlist and make recommendation on final payment upon completion of punchlist items.

- The PROFESSIONAL shall receive and review maintenance and operating instructions, schedules and guarantees and transmit to the CLIENT.
- If the Contractor exceeds the estimated working days in completing construction of the project, or if change orders or project additions require additional working days, the PROFESSIONAL will be compensated for administration, construction observation and staking services based on established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule.

Final Acceptance It is understood that the CLIENT will accept any portion of the project only after recommendation by the PROFESSIONAL. Final acceptance of the project by the CLIENT shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the PROFESSIONAL for his liability of design.



Date June 5, 2023

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

INVOICE SUMMARY - APRIL SERVICES

Services from April 1, 2023 through April 30, 2023

GENERAL ENGINEERING

<u>Meetings</u>	123.0001.01	\$	1,700.00
<i>Council and P&Z Meetings, City staff meetings, and meetings with developers and developer's engineers.</i>			
<u>Development and Building:</u>	123.0001.01	\$	1,300.00
<i>Coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects, and building permits.</i>			
<u>Water Dept:</u>	123.0001.01	\$	-
<u>Sanitary Sewers:</u>	123.0001.01	\$	-
<u>Storm Sewers:</u>	123.0001.01	\$	-
<u>Street Dept.</u>	123.0001.01	\$	500.00
<i>Update documentation per MPO for Northside Drive Realignment Project, review of funding for future CIP projects, and coordination of trail alignments for future connection to High Trestle Trail.</i>			
<u>General:</u>	123.0001.01	\$	1,500.00
<i>Prepare GF-1 district regs and coordinate with City staff and City Attorney re: agendas, minutes, resolutions, ordinances, and miscellaneous issues.</i>			
<u>GIS</u>	123.0001.01	\$	-

SUBTOTAL

\$ 5,000.00

CAPITAL IMPROVEMENT PROJECTS / WORK ORDERS

2023 Street Repairs Project	123.0188.01	\$	4,000.00
High Trestle Trail to Neal Smith Trail Connector - Phase 2	123.0333.01	\$	17,475.00
High Trestle Trail to Neal Smith Trail Connector - Phase 4	123.0332.01	\$	11,095.00
LMI Survey Response Receiving & Results Analysis	123.0001.01D	\$	5,098.25
N. 3rd Street & Vista Lake Avenue Intersection Improvements	121.0455.01	\$	2,806.00
SUBTOTAL		\$	40,474.25

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

Ace Hardware Site Plan	123.0568.01		\$1,350.50
Crossroads at the Lakes Plat 3: Const Dwgs & SWMP	122.0914.01	\$	1,430.50
Home State Bank Site Plan	122.0358.01	\$	937.00
Jester Business Group Site Plan	123.0550.01	\$	1,761.50
Mack Non-Buildable Plat of Survey	123.0519.01	\$	1,632.00
On With Life Site Plan	123.0424.01	\$	3,716.50
Wolf Creek Townhomes Plat 13	121.0581.01	\$	248.00
SUBTOTAL			\$11,076.00

TOTAL

\$ 56,550.25



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: 2nd Reading of Water Rate Ordinance

BACKGROUND: On Monday, the City Council will have the 2nd reading for an ordinance related to water rates. The City is proposing a 10% increase to water rates, effective for the utility bills in July. The new rates are as follows:

Service Availability Charge	\$10.62 (minimum bill)
Usage Charge	\$7.10 per 1,000 gallons
Irrigation usage charge	\$12.12 (minimum bill) & per 1,000 gallons

Over the last few years, the city has had to increase water rates to Polk City residents. Most of these proposed rate increases for the next several years are due to the significant costs associated with construction of the new water tower project. When we estimated the cost of a water tower project 5 years ago, we had assumed the project would cost \$3 million. We have expanded the size of the water tower but are now expecting the water tower to cost closer to \$8 million for the project to be completed.

ALTERNATIVES: Do not approve the 2nd reading of the proposed Ordinance

FINANCIAL CONSIDERATIONS: 10% revenue increase

RECOMMENDATION: It is my recommendation that the Council approve the 2nd reading of an Ordinance related to water rates for the next fiscal year.

ORDINANCE NO. 2023-9000

**AN ORDINANCE AMENDING CHAPTER 92, WATER RATES, SECTION 92.02,
RATES FOR SERVICE**

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

Section 1. Chapter 92, of the Polk City Code of Ordinances; Water Rates, Section 92.02, Rates for Service is hereby amended by deleting the section and inserting the following: 92.02 Water Service. Service shall be furnished at the following monthly rates and classification within the City:

1. Domestic rate is the water used for human consumption and needs of a particular location.

<u>Gallons Used per Month</u>	<u>Rate</u>
Service Availability Charge	\$10.62 (minimum bill)
Usage Charge	\$7.10 per 1,000 gallons

2. Irrigation/Garden rate is the water used for irrigation/garden purposes and these water uses are billed on a separate meter from the domestic meter.

<u>Gallons Used per Month</u>	<u>Rate</u>
All usage/1000 gallons	\$12.12 (minimum bill)

Section 2. The new water rates will start with meter reads in the month of June 2023, payable in July 2023.

Section 3. All Ordinances or parts of any Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

Section 4. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____ 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

First Reading:

Second Reading:

Third Reading:

Date Adopted:

Date of Publication by posting:



City of Polk City, Iowa

City Council Agenda Communication

Date: June 12, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: 2nd Reading of Sewer Rate Ordinance

BACKGROUND: On Monday, the City Council will have the 2nd reading for an ordinance related to sewer rates. The City is proposing a 5% increase to sewer rates, effective for the utility bills in July. The new rates are as follows:

Service Availability Charge	\$19.74 (minimum bill)
Usage Charge	\$13.07 per 1,000 gallons

ALTERNATIVES: Do not approve the 2nd reading of the proposed Ordinance

FINANCIAL CONSIDERATIONS: 5% revenue increase

RECOMMENDATION: It is my recommendation that the Council approve the 2nd reading of an Ordinance related to sewer rates for the next fiscal year.

CITY OF POLK CITY, IOWA

Ordinance No. 2023-9100

**AN ORDINANCE AMENDING CHAPTER 99, SECTION 99.02, SEWER
SERVICE CHARGES**

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

Section 1. The Polk City Code, Chapter 99, Section 99.02, Sewer Service Charges, is hereby amended by deleting the section and inserting the following:

99.02 SEWER SERVICE. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system as follows:

1. Service Availability Charge. A service availability charge of \$19.74 per month (minimum bill).
2. Usage Charge. A usage charge of \$13.07 per each 1,000 gallons of water used.

Section 2. The new Sanitary Sewer rates will start with meter reads in the month of June 2023, payable in July 2023.

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 passage, approval and publication as provided by law.

PASSED AND ADOPTED by the City Council of Polk City, Iowa, on this _____ day of _____ 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

First reading:

Second reading:

Third reading:

Publication Date by posting:

PROCLAMATION

WHEREAS parks and recreation is an integral part of communities throughout this country, including the City of Polk City Iowa; and

WHEREAS parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation is a leading provider of healthy meals, nutrition services and education; and

WHEREAS park and recreation programming and education activities, such as out of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Polk City, Iowa recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Steve Karsjen, Mayor of Polk City, Iowa, do hereby proclaim the Month of July as *PARK AND RECREATION MONTH* in Polk City, Iowa.

Dated this 26 day of June 2023.

Steve Karsjen, Mayor

