

Agenda -Notice of Meeting

Polk City | City Council

June 27, 2022 | 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

Ron Anderson | Pro Tem

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

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Public Hearing:

- a. Public Hearing on proposed amendment to the Polk City Comprehensive Plan
 - i. Resolution 2022-76 approving amendment

5. Public Comments: *This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 5pm on the date of the meeting by email at jcoffin@polkcityia.gov include your name and address for the record, if you are calling in please include the phone number you will be calling in with. The Mayor will recognize you for five minutes of comment.*

6. Consent Items

- a. City Council Meeting Minutes for June 13, 2022
- b. City Council Work Session Meeting Minutes for June 13, 2022
- c. Receive and file the P&Z Commission Meeting Minutes for June 20, 2022
- d. Claims listing June 27, 2022
- e. May 2022 Finance Report
- f. Resolution 2022-77 approving FY 22 Year End Transfers
- g. Block Party on Walker Street July 3, 2022, with partial street closure
- h. Purchase a pallet of water meters in the amount of \$70,800
- i. City of Polk City Organizational Chart
- j. Resolution 2022-78 updating and confirming the salaries for the City of Polk City Staff
- k. Set pay for Parks & Recreation seasonal employees effective May 31, 2022 as follows:
 - i. Jaden Nickles \$11 per hour
 - ii. Tanner Ramsey \$11 per hour
 - iii. Allison Scheel \$13 per hour
 - iv. Natalie Jepsen \$13 per hour
- l. Resolution 2022-79 approving Medical Director contract with Joseph Peterson PLC in the amount of \$2500 annually effective July 1, 2022

- m. Set pay for part-time EMT Nicole Holdeman at \$16.75 per hour and upon completion of Firefighter I certification pay will be set at \$17.50 per hour
- n. Set pay for part-time EMT Brody Miller at \$16.75 per hour and upon completion of Firefighter I certification pay will be set at \$17.50 per hour
- o. Set pay for full-time Firefighter/Paramedic Riley Noggle at a pay rate of \$17.00 per hour effective July 13, 2022 and upon completion of Paramedic certification pay will be set at \$18.50 per hour and upon completion of Firefighter/Paramedic certification pay will be set at \$19.57 per hour
- p. Set pay for full-time Police Officer candidate Nicholas Sherman at step 3 of the collective bargaining agreement with a pay rate of \$29.64 per hour effective July 1, 2022
- q. Approve Police Training Reimbursement Agreement with Kevin Blaha-Polson
- r. Resolution 2022-80 approving an Easement with US Army Corps of Engineers for the Polk City Sports Complex and the Northside Recreational Facilities
- s. Twelve-month Class E Liquor License with Class B Native Wine Permit, Class C Beer Permit and Sunday Sales Privileges for Casey's General Store #1144 located at 1100 S 3rd Street effective August 9, 2022
- t. Approve Karla Hogrefe compensation package for full-time Fire Chief
- u. Resolution 2022-81 approving Metronet Fiber Optic Network Memorandum of Understanding

7. Business Items

- a. Resolution 2022-82 approving Plat of Survey including lot tie and sidewalk agreements for parcels 2022-71, 2022-72 and 2022-1112 known as the Easter's properties

8. Proclamation – July 2022 National Parks and Recreation

9. Reports & Particulars

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

10. Adjournment

--next meeting date July 11, 2022



City of Polk City, Iowa City Council Agenda Communication

Date: June 27, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Public Hearing on an amendment to the City Comprehensive Plan, Future Land Use Plan & Resolution to approve

BACKGROUND: On Monday the City Council will hold a public hearing for an amendment to the City's Comprehensive Plan, regarding the Future Land Use Plan (FLUP). After the public hearing, the Council may approve the FLUP by resolution. The City Council and the Planning and Zoning Commission had a dual work session in February 2022, to identify making changes to the City's FLUP. A common theme amongst the 2 Boards was for Polk City to identify more commercial/industrial property. After several follow-up meetings with the City Council & the Commission, the following priorities/changes are being proposed to the FLUP:

1. #1, is to extend the Commercial District 2 (C-2) further south along Highway 415.
2. #2, is to extend the Commercial District along S. 3rd Street to the Town Square
3. #3 is extending the commercial District on E. Vista Lake Drive further north alongside N. 3rd Street/Sheldahl Drive.
4. #4 is adding commercial property along the south side of Highway 415
5. #5 is adding high density residential along the south side of Highway 415
6. #6 is to change a small area within the Antler Ridge Development to medium high density, which correlates with their proposed plat for townhomes
7. #7 extends commercial along NW 44th
8. #8 extends commercial along NW 44th, north of NW 118th Ave.
9. #9 adds light industrial south of Highway 415
10. #10 extends light industrial north of E. Vista Lake Drive.
11. #11 adds light industrial to the northwest corner of NW 44th and NW 118th Ave.
12. #12 adds high density residential on NW 44th, behind the commercial designated property
13. #13 extends light industrial north of the Town Square

ALTERNATIVES: Do not approve

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council approve the amended future land use plan.

Memo

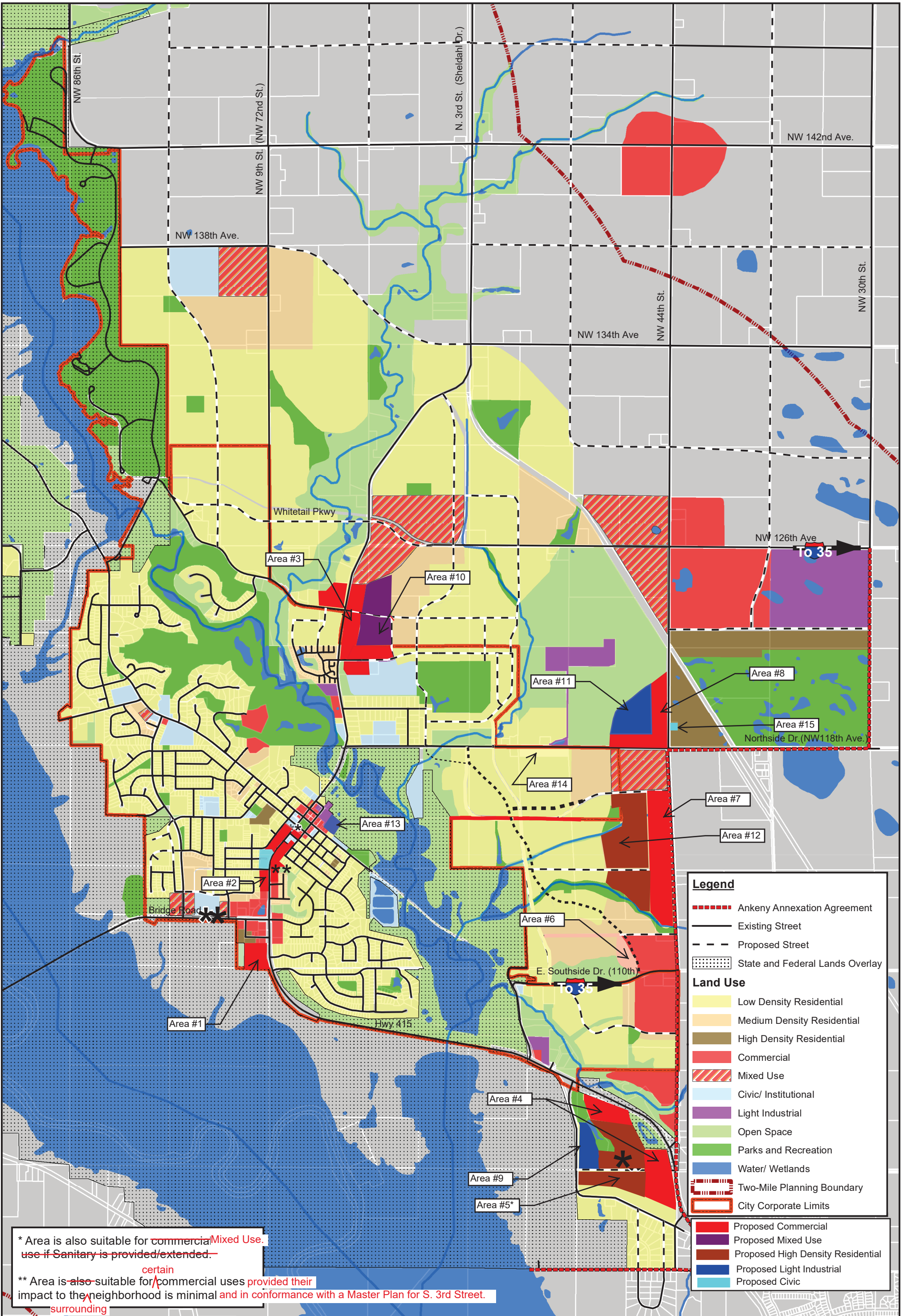
Date: June 6, 2022

RE: Proposed Amendments to the Future Land Use Plan

Summary of Discussion:

Following review and discussion at their May 16th meeting, P&Z recommended Council approval of the amended Future Land Use Plan which includes the following:

- Area #1: Revise designation to commercial use, with USACE property to be shown open space.
- Area #2: Revise designation to commercial use along both sides of S. 3rd Street provided their impact to the existing neighborhood is minimal and in conformance with a Master Plan for S. 3rd Street to ensure this area is re-developed in a cohesive manner. Revise designation of city-owned 510 S. 3rd Street to civic use.
- Area #3: Revise designation to commercial along N 3rd Street. Revise light industrial along E. Vista Lake Avenue to commercial to better reflect existing and planned development.
- Area #4: Revise designation to commercial use along both frontages to Hwy 415, at a depth to accommodate big box commercial uses.
- Area #5: Revise designation to high density residential with an option for mixed use development.
- Area #6: Realignment the future north/south collector street such that it connects to E. Southside Drive east of the drainage ditch. Includes minor adjustment to medium density residential and commercial areas based on realigned collector street.
- Area #7: Revised designation to commercial along west side of NW 44th Street.
- Area #8: Revise designation to commercial along the street frontage for NW 44th Street and E. Northside Drive.
- Area #9: Revise designation to light industrial to allow for Boat/RV storage near Prairie Flower entrance, while retaining existing natural buffer for Parks & Recreation.
- Area #10: Revise to mixed use east of commercial Area #3, north of BCTC. (*new Area #10*) Revise the light industrial along E. Vista Lake Ave to commercial to represent changes to this area.
- Area #11. Revise designation to light industrial northwest of commercial Area #8 along NW 44th Street and Northside Drive.
- Area #12: Revise designation to high density residential west of commercial area #7 along the west side of NW 44th Street.
- Area #13: Revise designation of east side of Polk County Heating & Cooling to light industrial to match existing use.
- Area #14. Revise designation to low density residential, based on acquisition of regional park north of E. Northside Drive and to correspond to approved preliminary plat.
- Area #15. Revise designation of Crocker Cemetery to civic.



* Area is also suitable for ~~commercial~~ **Mixed Use**.
~~use if Sanitary is provided/extended.~~
 certain

** Area is ~~also~~ suitable for ~~commercial~~ **uses** **provided their**
 impact to the ~~neighborhood~~ **is minimal and in conformance with a Master Plan for S. 3rd Street.**
 surrounding

Legend

- Ankeny Annexation Agreement
- Existing Street
- Proposed Street
- State and Federal Lands Overlay

Land Use

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Mixed Use
- Civic/ Institutional
- Light Industrial
- Open Space
- Parks and Recreation
- Water/ Wetlands
- Two-Mile Planning Boundary
- City Corporate Limits

Proposed Land Use

- Proposed Commercial
- Proposed Mixed Use
- Proposed High Density Residential
- Proposed Light Industrial
- Proposed Civic

RESOLUTION NO. 2022-76

**A RESOLUTION APPROVING AN AMENDMENT TO THE 2016 POLK CITY
COMPREHENSIVE PLAN BY UPDATING THE FUTURE LAND USE MAP**

WHEREAS, the City of Polk City adopted the 2016 Comprehensive Plan (Comp Plan) entitled “Imagine Polk City – A Bridge to the Future” on April 11, 2016 and amended on May 9, 2016 with a second amendment on November 14, 2016, a third amendment on July 8, 2019, a fourth amendment on July 22, 2019 and a fifth amendment on May 11, 2020 and a sixth amendment on September 14, 2020 and a seventh amendment on April 12, 2021 and an eighth amendment on June 14, 2021; and

WHEREAS, it is in the best interest of Polk City to update and revise the Future Land Use Plan and land use designation to meet the future needs of the community; and

WHEREAS, on May 16, 2022, the Planning & Zoning Commission recommended City Council approval of an amendment to Polk City’s Comprehensive Plan’s Future Land Use Plan; and

WHEREAS, the City Council of the City of Polk City, Iowa, believes it to be in the best interest of the City to amend the Polk City Comprehensive Plan’s Future Land Use Plan (Map 7.1) by updating the land use designations as shown on the attached Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa that the 2016 Comprehensive Plan entitled “Imagine Polk City – A Bridge to the Future” is hereby amended to the updated and revised Future Land Use Plan.

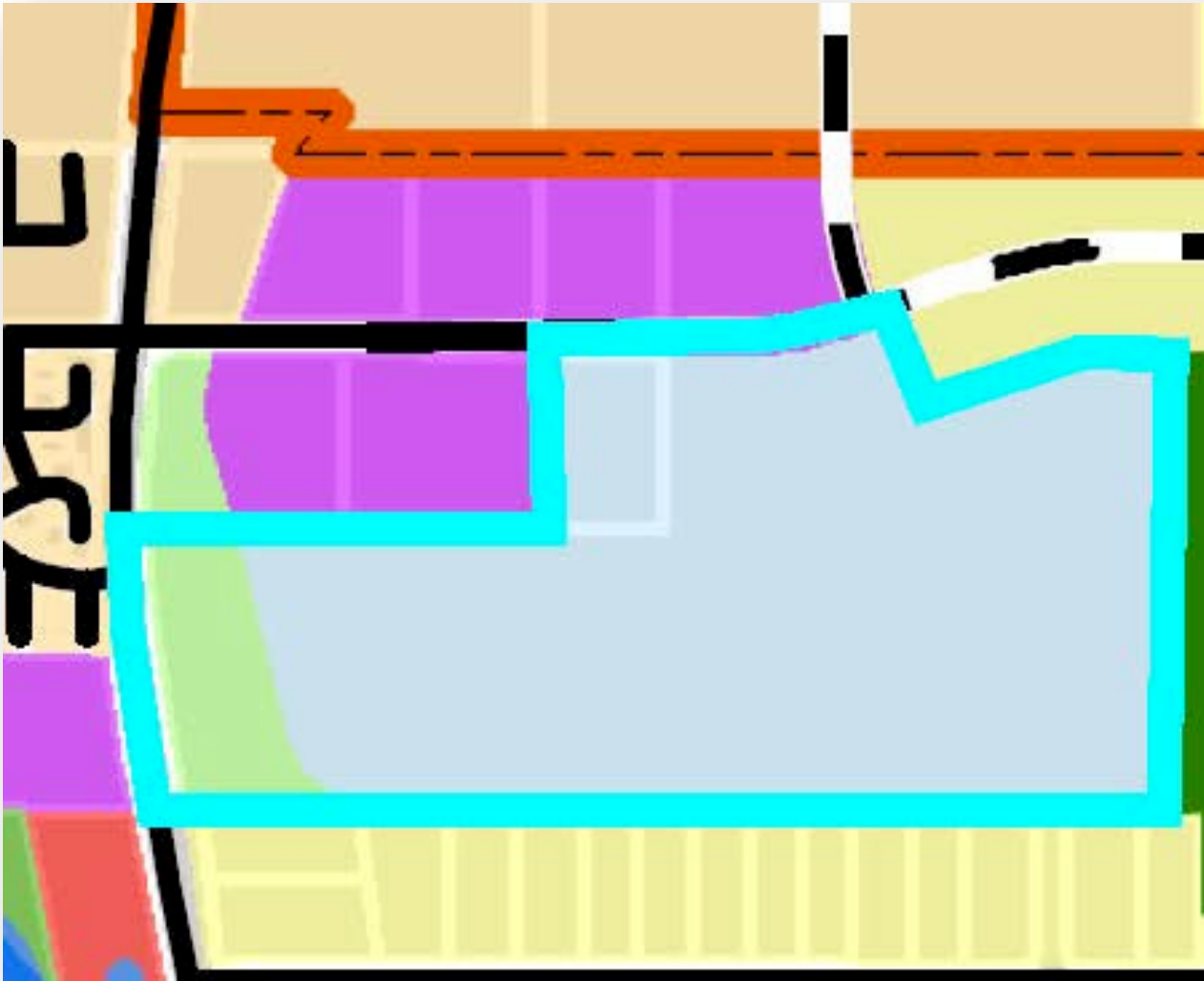
PASSED AND APPROVED this 27 day of June 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

EXHIBIT 'A'



MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m. June 13, 2022
City Hall – Council Chambers

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., June 13, 2022. The agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. **Call to Order** | Mayor Karsjen called the meeting to order at 6:02 p.m.
2. **Roll Call** | Walters, Dvorak, Anderson, Vogel, Sarchet | In attendance
3. **MOTION:** A motion was made by Sarchet and seconded by Dvorak to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Public Hearing**
 - a. Mayor Karsjen opened the Public Hearing on the proposed 28E Agreement with Ankeny, Iowa regarding the establishment of an annexation and development review agreement boundary at 6:02pm. City Clerk Coffin, said that the notice was published May 6, 2022, and no comments had been received for or against the proposed 28E Agreement. City Manager Huisman provided a report. No one was present to be heard for or against the proposed 28E Agreement
MOTION: A motion was made by Anderson and seconded by Walters to close the public hearing at 6:04 pm.
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve Resolution 2022-69 approving the 28E Agreement
MOTION CARRIED UNANIMOUSLY
5. **Presentation:** Go Polk City Board President, Brandon Converse presented the Four Seasons Festival and parade schedule and street closings
 - a. **MOTION:** A motion was made by Dvorak and seconded by Walters to approve Four Seasons Festival activities on the Town Square, waiving the Noise Control Ordinance, Chapter 52 and street closings: 1st Street from Broadway to Van Dorn, 2nd Street from Broadway to Van Dorn, and Broadway from 1st Street to 2nd Street
MOTION CARRIED UNANIMOUSLY
 - b. **MOTION:** A motion was made by Sarchet and seconded by Walters to approve Four Seasons Festival Parade route with street closures: Washington from Parker to Tyler, Tyler from Washington to Broadway and Broadway from Tyler to 1st Street
MOTION CARRIED UNANIMOUSLY
6. **Public Comments** | None
7. **Consent Items** | Mayor Karsjen amended Consent Items by removing 7.dd
 - a. City Council Meeting Minutes for May 23, 2022
 - b. City Council Work Session Meeting Minutes for May 23, 2022
 - c. Receive and file the Parks Commission Meeting Minutes for June 6, 2022
 - d. Claims listing June 13, 2022
 - e. Twelve-month Tobacco Permit for Kwik Star 1089 effective July 1, 2022
 - f. Receive and file May 2, 2022 Library Board Meeting Minutes
 - g. Receive and file May 2022 Library Director Report
 - h. Acknowledge Resolution 2022-06L updating and confirming the salaries for the Library Staff
 - i. Receive and file the Library Spending Policy
 - j. Resolution 2022-70 approving Pay Application No. 3 for the North 3rd Street and Vista Lake Avenue Intersection Improvements Project in the amount of \$110,380.98
 - k. Unit #210 Public Works Pick-up truck repairs including new engine in an amount not to exceed \$13,500
 - l. Set pay for Dustin Heglin to fill the new full-time Operations Specialist 1 position in Public Works effective July 1, 2022 at a rate of \$22 per hour
 - m. Brush Pile Chipping and Chip Removal in the amount of \$39,200

- n. Receive and file May 2022 Water Department Report
- o. Receive and file May 2022 Police Department Report
- p. Receive and file May 2022 Fire Department Report
- q. Receive and file May 2022 Parks & Recreation Department Updates
- r. Receive and file the 2022 Q1 Parks & Recreation Program Cost Recovery Report
- s. Resolution 2022-71 setting a Public Hearing regarding the requested annexation of certain property into the City of Polk City
- t. Acknowledge Fridays as the new collection day for garbage and yard waste effective July 1, 2022
- u. Twelve months High Proof Brew Pub Liquor License for Fenders effective July 14, 2023
- v. Twelve months Class C Liquor License for Waters Edge with Outdoor Services and Sunday Sales effective 6/24/2023
- w. Special Event Applications:
 - i. Block Party on W Ridge Ct. June 24 from 7p-12a including partial street closure
 - ii. Block Party on Sunset Street August 20 from 1pm to 1am with partial street closure
- x. Accept resignation of Amy Bentley from Parks Commission effective 6/4/22
- y. Promote Lieutenant Zach Dunham to Deputy Fire Chief at the same hourly pay plus \$175 monthly stipend for June 2022
- z. Promote Lieutenant Nick Klatt to Fire Captain at the same hourly pay plus \$2 per hour stipend effective July 1, 2022
- aa. RFP for Elevated Water Storage Tank Project
- bb. Resolution 2022-73 accepting Public Improvements for Ledgestone
- cc. Resolution 2022-74 approving Construction Drawings for Four Seasons Plat 2
- ~~dd. Resolution 2022-75 approving Development Agreement Four Seasons~~

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

7.dd **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve Resolution 2022-75 approving Development Agreement Four Seasons subject to City Attorney final review
MOTION CARRIED UNANIMOUSLY

8. **Business Items**

- a. **MOTION:** A motion was made by Vogel and seconded by Dvorak to approve Resolution 2022-72 authorizing and approving a certain Loan Agreement, providing for the issuance of \$4,500,000 General obligation Corporate Purpose Bonds, Series 2022 and providing for the levy of taxes to pay the same
MOTION CARRIED UNANIMOUSLY
- b. **MOTION:** A motion was made by Vogel and seconded by Anderson to approve Snyder & Associates invoice for April 2022 Engineering Services in the amount of \$20,890.25
YES: Anderson, Vogel, Sarchet, Dvorak
Abstain: Walters
MOTION CARRIED
- c. **MOTION:** A motion was made by Vogel and seconded by Dvorak to approve the Third Reading of Ordinance 2022-1500 rezoning 1716 E Northside Drive from A-1 to R-1
MOTION CARRIED UNANIMOUSLY
- d. **MOTION:** A motion was made by Walters and seconded by Vogel to approve the Third Reading of Ordinance 2022-1600 amending Chapter 92, Water Rates
MOTION CARRIED UNANIMOUSLY
- e. **MOTION:** A motion was made by Vogel and seconded by Walters to approve the Third Reading of Ordinance 2022-1700 amending Chapter 99, Sewer Service
MOTION CARRIED UNANIMOUSLY

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

- Council Member Anderson talked about the garbage pick up and staff confirmed post cards would be mailed out by MWA and staff would place notices on the City Website and Facebook page.

- Council Member Vogel thanked Staff for jumping into summer activities for the community to enjoy, from PD event to Parks & Recreation Movie to the Library reading program and ring toss.
- Council Member Dvorak thanked Police Chief Siepker for the monthly report and thanked the Police staff for keeping Polk City as safe as possible.
- Council member Sarchet congratulated Fire Department promotions and Public Works full-time addition. He also thanked Amy Bentley for her time served on the Parks Commission.
- Mayor Karsjen thanked Amy Bentley for her time on Parks and Community Visioning and asked Council to help find a new member to replace her.

10. **MOTION:** A motion was made by Dvorak and seconded by Walters at 6:24 pm to enter into **Closed Session** under Code of Iowa; Chapter 21 Official Meetings open to Public; **section 5 Closed Session;** sub paragraph 1.j To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

MOTION CARRIED UNANIMOUSLY

11. *(AFTER CLOSED SESSION ENDED AT 6:52 pm)* No action was taken on closed session item

12. **Adjournment**

MOTION: A motion was made by Anderson and seconded by Vogel to adjourn at 6:52 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date –June 27, 2022

Steve Karsjen, Mayor

Attest

Jenny Coffin

MEETING MINUTES
The City of Polk City
Work Session
5:00 p.m., Monday, June 13, 2022
City Hall Council Chambers

A Council Work Session was held on June 13, 2022 at 5:00 p.m. at the City Hall Council Chambers in Polk City, Iowa.

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

Design Standards for the Town Square – City Manager Huisman reviewed the current buildings around the town square and asked Council to provide feedback on what they’d like to see incorporated into design/architectural standards for the Town Square. Huisman also discussed the potential for a City Grant Program funded through TIF with a 1 to 1 match. City Council would need to certify those funds in November to implement a grant program July 2023. Huisman suggested the City should have IEDA conduct a walk-around the square to provide high level feedback regarding design and architectural improvements.

24/7 staffing for the Fire Department – City Manager Huisman said the Fire Department had opened up all shifts for staffing and had successfully covered most shifts in the past month, she recommended continuing this approach into next fiscal year to increase coverage.

Motion was made by Walters and seconded by Sarchet to Adjourn at 5:56 p.m.

Motion carried Unanimously.

Steve Karsjen, Mayor

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, June 20, 2022

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on June 20, 2022, in the City Hall Council Chambers.

The agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. **Call to Order** | Sires called the meeting to order at 6:00 p.m.
2. **Roll Call** | Hankins, Triplett, Sires, Ohlfest, Vogel, Pringnitz | In attendance
Bowersox | Absent
3. **Approval of Agenda**
MOTION: A motion was made by Triplett and seconded by Ohlfest to approve the agenda.
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** | None
5. **Approval of Meeting Minutes**
MOTION: A motion was made by Ohlfest and seconded by Vogel to approve P&Z Commission Meeting Minutes for May 16, 2022
MOTION CARRIED UNANIMOUSLY
6. **Plat of Survey for parcels 2022-71, 2022-72, and 2022-1112 known as the Easter's properties**
MOTION: A motion was made by Hankins and seconded by Triplett to recommend Council approve the Plat of Survey's for 422 & 428 N 3rd street subject to Engineering and Staff review comments dated June 14, 2022.
MOTION CARRIED UNANIMOUSLY
7. **Preliminary Plat for Holly Woods Plat 1**
MOTION: A motion was made by Hankins and seconded by Pringnitz to recommend Council approve the Preliminary Plat subject to Engineering and Staff review comments dated June 17, 2022, with the exception that review comment regarding accessory structure be updated to restrict 1 accessory structure up to 4000 square feet instead of only 1000 square feet.
MOTION CARRIED UNANIMOUSLY
8. **Lakeside Products site plan amendment discussion**
City Manager Huisman provided background regarding Staff working with Lakeside Products for a few months regarding the proposed addition to two buildings on the current site. Wally Pelds, Pelds Design, provided an overview of the proposed buildings for Lakeside Products and asked P&Z Commission Members for feedback on the architectural standards that would be acceptable. After Commission discussion, P&Z Members advised that the new structures should mimic the current structures for aesthetic purposes and windows should match on the east building area that is visible from the street. Commission also stated they would like to see the landscaping buffer intensified on the north side of the property at ground level to prevent vision on from residential to this M1 lot including a fence.
9. **Reports & Particulars**
City Manager Huisman reported Staff and City Council have been working to become a Main Street Community through IEDA and the initial feedback was that the City needs to have design standards for the Town Square. She asked P&Z to provide some feedback on things they would like to see included such as 75% wall brick or alternative on the façade facing a street and 50% on the remaining sides. Huisman stated these design standards would be focusing on new construction and remodeling, but the City would also be working with existing buildings to bring

into compliance over time. Commission Members offered the following input to include no metal materials other than trim, uniformed front roof line lighting, 2 to 3 story height buildings with residential opportunities on the 2nd and 3rd floor. Commission also asked for some time to review and follow back up with input for an overall stated architectural theme of the Town Square.

Commission Member Hankins asked Staff to provide a refresher of Open Meeting rules at a future meeting.

10. Adjournment

MOTION: A motion was made by Triplett and seconded by Ohlfest to adjourn at 7:38 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, July 18, 2022

Attest:

Jenny Coffin - City Clerk

CLAIMS REPORT		
CITY OF POLK CITY	DATED	6/27/2022
VENDOR	REFERENCE	AMOUNT
911 CUSTOM	OFFICER VEST	\$ 1,043.00
AMAZON BUSINESS	OFFICE SUPPLIES	\$ 1,297.13
AMERICAN LEGION POST 232	AWARDS FOR BAGS LEAGUE WINNER	\$ 25.00
ANKENY HARDWARE	CABLE/CABLE TIES	\$ 4.96
ASSOC FOR RURAL/SMALL LIBRARY	CONFERENCE FEE	\$ 275.00
AVESIS	CITY VISION INSURANCE	\$ 247.14
BAKER & TAYLOR	LIBRARY BOOKS	\$ 2,551.80
Bound Tree Medical	MEDICAL SUPPLIES	\$ 34.58
BUSINESS PUBLICATIONS CORP	PUBLICATION	\$ 401.28
CANINE TACTICAL	K9 TRAINING	\$ 200.00
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	\$ 43.74
CHR TIRE AND AUTO	VEHICLE REPAIRS	\$ 3,649.00
CHRISTIAN BROTHERS AUTOMOTIVE	SERVICE FOR #24	\$ 176.63
CITY SUPPLY CORPORATION	VACUUM BREAKER/TAILPIECE	\$ 25.40
CURTIS REES	ASH TREE REMOVAL	\$ 1,850.00
DANIELS FILTER SERVICE INC.	FILTERS	\$ 385.56
Delta Dental	CITY DENTAL INSURANCE	\$ 1,021.76
DES MOINES AREA MPO	FY2023 ASSESSMENT DUES	\$ 5,543.00
Des Moines Water Works	FEEDER MAIN/BOOSTER INVOICE #7	\$ 374,865.66
Dewey Ford	VEHICLE REPAIRS & MAINTENANCE	\$ 590.00
DIANA OLSEN	REFUND FOR SQR CITY PROJECT	\$ 661.67
Electrical Eng & Equipment Co	ELECTRICAL SUPPLIES	\$ 851.25
EMSLRC	EMPLOYEE BLS PROVIDER CARDS	\$ 51.00
ETECH SOLUTIONS LLC	REPLACEMENT BATTERY PACK	\$ 109.99
EVER GREENE SODDING/LANDSCAPE	MONUMENT SIGNS 1/2 LANDSCAPING	\$ 3,770.00
Ferguson Waterworks	WATER METERS	\$ 21,700.00
FIELD TRAINING SOLUTIONS	FTO SCHOOL - DELANEY	\$ 295.00
GRAINGER INC.	UTILITY CART FOR SHOP	\$ 195.71
Gurnsey Electric Co	SIREN MAINTENANCE	\$ 3,075.64
HAWKINS INC	CHLORINE	\$ 1,618.55
Henriksen Contracting	CONTRACT STREET SAWING	\$ 493.50
IOWA LEAGUE OF CITIES	MEMBERSHIP DUES FY22-23	\$ 2,354.00
IOWA STATE UNIVERSITY TREASURER	INSECT ZOO PROGRAM FEE	\$ 400.08
JENNY COFFIN	MILEAGE REIMBURSEMENT MEETING	\$ 38.31
JESSICA FAUE	MARKETING MATERIAL	\$ 20.00
KEYSTONE LABORATORIES INC.	WATER TESTING	\$ 113.50
LINDE GAS & EQUIPMENT INC	OXYGEN	\$ 579.36
MELISSA ULBRICH	REIMBURSEMENT PROGRAM SUPPLIES	\$ 99.41
MERCYONE DES MOINES MEDICAL CN	NEW HIRE PHYSICAL	\$ 363.52
MICHAEL DOYON	MENARDS/PATIENT MASKS	\$ 17.98
MICROMARKETING, LLC	BOOKS ON CD	\$ 116.87
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 12,330.88
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 1,048.84

MIDWEST OFFICE TECHNOLOGY	SCANNER - DEPUTY CLERK	\$ 945.00
MOMAR INC	RUST REMOVER	\$ 455.84
NELSON AUTOMOTIVE	INSTALL BOLTS FOR #23	\$ 40.80
O'Halloran International Inc	406 REPAIRS	\$ 1,636.96
PITNEY BOWES	RED INK CARTRIDGE	\$ 169.98
PORTABLE PRO, INC.	PORTABLE SERVICE	\$ 705.00
PREMIER PLUMBING, INC.	WATER LEAK VISTA LAKE PROJECT	\$ 188.15
PREMIER SERVICES	RUBBER INSERT	\$ 15.80
Quick Supply Co	STRAW MAT	\$ 196.00
RELIANT FIRE APPARATUS	RESCUE REPAIRS	\$ 2,712.47
Sprayer Specialities Inc	WATER FITTINGS	\$ 47.22
TELEFLEX FUNDING LLC	MEDICAL SUPPLIES	\$ 59.50
TOTAL QUALITY INC.	LAWNCARE	\$ 4,322.12
TOTER	LITTER CONTAINERS	\$ 1,827.00
UNITED HEALTHCARE	HEALTH INSURANCE	\$ 27,534.92
VAN-WALL EQUIPMENT	VEHICLE REPAIR PARTS	\$ 53.98
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 369.40
Accounts Payable Total		\$ 485,815.84
GENERAL		\$ 58,247.71
ROAD USE		\$ 10,569.10
CAPITAL IMPROVEMENTS		\$ 188.15
CAPITAL WATER PROJECT		\$ 374,865.66
WATER		\$ 11,633.02
SEWER		\$ 29,650.53
STORM WATER UTILITY		\$ 661.67
TOTAL FUNDS		\$ 485,815.84



POLK CITY - A City For All Seasons -

Monthly Finance Report

May 2022

Prepared By:

Jenny Coffin
City Clerk/Treasurer

ACCOUNT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
001 GENERAL	4,260,190.88	226,874.81	326,012.70	249.12-	4,160,803.87
110 ROAD USE	356,906.03	31,832.73	28,804.51	2.64	359,936.89
111 I-JOBS	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	959,210.17	82,321.80	.00	.00	1,041,531.97
125 TIF	747,200.33	25,568.34	.00	.00	772,768.67
135 L.M.I	1,097,478.89	23,774.33	504.45	.00	1,120,748.77
167 PC COMM. LIB TRUST	13,874.34	.00	.00	.00	13,874.34
177 ASSET FORFEITURE	1,685.81	.00	.00	.00	1,685.81
200 DEBT SERVICE	459,946.99	20,254.81	493,897.50	.00	13,695.70-
301 CAPITAL IMPROVEMENTS	2,123,364.63	155,531.26	269,810.57	15.00-	2,009,070.32
302 CAPITAL WATER PROJECT	615,941.60	.00	.00	.00	615,941.60
303 CAPITAL EQUIPMENT/VEHIC	141,924.75-	.00	52,993.00	.00	194,917.75-
304 FOUR SEASONS PUB IMPROV	18,000.00	.00	.00	.00	18,000.00
600 WATER	1,631,582.09	96,930.40	99,720.04	135.53-	1,628,656.92
610 SEWER	1,312,235.01	148,012.34	64,326.54	135.51-	1,395,785.30
670 SOLID WASTE/RECYCLING	19,572.57	24,806.65	7,877.25	.00	36,501.97
740 STORM WATER UTILITY	83,844.67	7,745.43	.00	.00	91,590.10
920 ESCROW	.00	.00	.00	.00	.00
Report Total	13,559,109.26	843,652.90	1,343,946.56	532.52-	13,058,283.08

**BANK CASH REPORT
2022**

BANK FUND	BANK NAME	APRIL CASH BALANCE	MAY RECEIPTS	MAY DISBURSMENTS	MAY CASH BALANCE	OUTSTANDING TRANSACTIONS	MAY BANK BALANCE
Grinnell State Bank BK#1							
BANK 001	Grinnell State Bank						8,171,319.90
001	CHECKING - GENERAL	165,199.60	223,817.34	326,545.48	62,471.46	51,701.04	
110	CHECKING - ROAD USE	356,906.03	31,848.27	28,817.41	359,936.89	3,283.72	
111	CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
112	CHECKING - EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00		
121	CHECKING - LOCAL OPTION	959,210.17	82,321.80	0.00	1,041,531.97		
125	CHECKING - TIF	747,200.33	25,568.34	0.00	772,768.67		
135	CHECKING - L.M.I.	378,436.03	23,774.33	504.45	401,705.91		
167	CHECKING - PC COMM. LIB TRUST	13,874.34	0.00	0.00	13,874.34		
177	CHECKING - FORFEITURE	1,685.81	0.00	0.00	1,685.81		
200	CHECKING - DEBT SERVICE	459,946.99	20,254.81	493,897.50	13,695.70-		
301	CHECKING - CAPITAL PROJECT	2,123,364.63	155,531.26	269,825.57	2,009,070.32		
302	CHECKING - CAPITAL WATER PROJ	615,941.60	0.00	0.00	615,941.60		
303	CHECKING - CAP EQUIP/VEHICLE	141,924.75-	0.00	52,993.00	194,917.75-	52,993.00	
304	CHECKING	18,000.00	0.00	0.00	18,000.00		
600	CHECKING - WATER UTILITY	1,631,581.09	105,167.89	108,093.06	1,628,655.92	5,843.59	
610	CHECKING - SEWER UTILITY	1,312,234.01	148,628.77	65,078.48	1,395,784.30	4,951.13	
670	CHECKING-SOLID WASTE/RECYCLING	19,572.57	24,925.97	7,996.57	36,501.97		
740	CHECKING	83,844.67	7,778.58	33.15	91,590.10		
920	CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
	PENDING CREDIT-CARD DEPOSITS					183,544.05	
	DEPOSITS					6,424.67	
	WITHDRAWALS					1,827.54	
Grinnell State Bank TOTALS		8,745,073.12	849,617.36	1,353,784.67	8,240,905.81	69,368.70-	8,171,537.11

12/2022 Transaction cleared on statement was entered in a future period. 182,436.09
 5/31/2022 Calculated Statement Balance 8,353,755.99

BANK	LUANA SAV. BK MM	APRIL CASH BALANCE	MAY RECEIPTS	MAY DISBURSMENTS	MAY CASH BALANCE	OUTSTANDING TRANSACTIONS	MAY BANK BALANCE
LUANA SAV. BK MM BK#2							
BANK 001	Luana Savings Bank - M.M. Acco						3,270,578.07
135	Luana Money Market Account	2,548,872.64	2,663.57	0.00	2,551,536.21		
		719,041.86	0.00	0.00	719,041.86		
LUANA SAV. BK MM TOTALS		3,267,914.50	2,663.57	0.00	3,270,578.07	0.00	3,270,578.07

BANK	GRINNELL STATE BK- C.D.	APRIL CASH BALANCE	MAY RECEIPTS	MAY DISBURSMENTS	MAY CASH BALANCE	OUTSTANDING TRANSACTIONS	MAY BANK BALANCE
GRINNELL STATE BK- C.D. BK#3							
BANK 001	GRINNELL STATE BANK CD						1,084,567.26
	DEPOSITS	0.00	0.00	0.00	0.00	1,366.85	
	TRANSFER-OUT					1,085,934.11-	
GRINNELL STATE BK- C.D. TOTALS		0.00	0.00	0.00	0.00	1,084,567.26	1,084,567.26

**BANK CASH REPORT
2022**

BANK NAME FUND GL NAME	APRIL CASH BALANCE	MAY RECEIPTS	MAY DISBURSMENTS	MAY CASH BALANCE	OUTSTANDING TRANSACTIONS	MAY BANK BALANCE
GRINNELL STATE BK-MM BK#4 -----						
BANK GRINNELL STATE BK-MM BK#4 001 SUPER MONEY MKT II	1,545,682.64	677.56	0.00	1,546,360.20		1,546,360.20
GRINNELL STATE BK-MM TOTALS	1,545,682.64	677.56	0.00	1,546,360.20	0.00	1,546,360.20
LUANA SAVINGS BANK CD BK#6 -----						
BANK LUANA SAVINGS BANK CD BK#6 001 LUANA BANK C.D.-1.85%	0.00	0.00	0.00	0.00		
LUANA SAVINGS BANK CD TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OF ALL BANKS	13,558,670.26	852,958.49	1,353,784.67	13,057,844.08	1,015,198.56	14,073,042.64

BUDGET REPORT
CALENDAR 5/2022, FISCAL 11/2022

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,154,256.00	92,016.60	1,040,059.38	90.11	114,196.62
	CIVIL DEFENSE TOTAL	16,500.00	101.29	4,965.67	30.09	11,534.33
	FIRE TOTAL	764,419.00	47,543.65	559,810.07	73.23	204,608.93
	BUILDING/HOUSING TOTAL	581,919.00	57,226.78	504,656.32	86.72	77,262.68
	DOG CONTROL TOTAL	4,795.00	.00	3,038.30	63.36	1,756.70
	PUBLIC SAFETY TOTAL	2,521,889.00	196,888.32	2,112,529.74	83.77	409,359.26
	ROAD USE TOTAL	692,867.00	38,043.89	581,553.34	83.93	111,313.66
	STREET LIGHTING TOTAL	63,000.00	4,961.40	53,128.19	84.33	9,871.81
	PUBLIC WORKS TOTAL	755,867.00	43,005.29	634,681.53	83.97	121,185.47
	ENV.HEALTH SERVICES TOTAL	4,000.00	.00	2,001.52	50.04	1,998.48
	HEALTH & SOCIAL SERVICES TOTA	4,000.00	.00	2,001.52	50.04	1,998.48
	LIBRARY TOTAL	414,160.00	36,473.61	341,246.71	82.39	72,913.29
	PARKS TOTAL	355,952.00	44,228.17	278,975.50	78.37	76,976.50
	COMMUNITY CENTER TOTAL	20,863.00	468.73	12,646.75	60.62	8,216.25
	CULTURE & RECREATION TOTAL	790,975.00	81,170.51	632,868.96	80.01	158,106.04
	TIF/ECON DEV TOTAL	884,232.00	504.45	572,486.04	64.74	311,745.96
	COMMUNITY & ECONOMIC DEV TOTA	884,232.00	504.45	572,486.04	64.74	311,745.96
	MAYOR COUNCIL TOTAL	104,515.00	7,013.32	114,170.37	109.24	9,655.37-
	POLICY ADMINISTRATION TOTAL	198,901.00	10,903.81	184,739.88	92.88	14,161.12
	ELECTIONS TOTAL	1,750.00	.00	706.31	40.36	1,043.69
	CITY ATTORNEY TOTAL	60,500.00	9,295.00	52,927.00	87.48	7,573.00
	CITY HALL TOTAL	91,850.00	3,990.96	48,780.71	53.11	43,069.29
	OTHER CITY GOVERNMENT TOTAL	168,800.00	2,550.00	130,184.11	77.12	38,615.89
	GENERAL GOVERNMENT TOTAL	626,316.00	33,753.09	531,508.38	84.86	94,807.62
	DEBT SERVICE TOTAL	1,555,502.00	493,897.50	1,555,445.27	100.00	56.73
	DEBT SERVICE TOTAL	1,555,502.00	493,897.50	1,555,445.27	100.00	56.73
	FIRE TOTAL	56,000.00	52,993.00	52,993.00	94.63	3,007.00
	OTHER PUBLIC WORKS TOTAL	192,241.00	.00	105,000.00	54.62	87,241.00
	PARKS TOTAL	37,000.00	.00	36,924.75	99.80	75.25
	CAPITAL IMPROVEMENT TOTAL	2,369,975.00	269,810.57	714,683.03	30.16	1,655,291.97

BUDGET REPORT
CALENDAR 5/2022, FISCAL 11/2022

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WATER UTILITY TOTAL	500,000.00	.00	43,136.46	8.63	456,863.54
	CAPITAL PROJECTS TOTAL	3,155,216.00	322,803.57	952,737.24	30.20	2,202,478.76
	WATER UTILITY TOTAL	1,175,034.00	99,720.04	1,113,031.95	94.72	62,002.05
	SEWER UTILITY TOTAL	1,655,754.00	64,326.54	1,465,686.08	88.52	190,067.92
	RECYCLING TOTAL	283,500.00	7,877.25	263,480.49	92.94	20,019.51
	STORM WATER TOTAL	140,000.00	.00	135,598.32	96.86	4,401.68
	ENTERPRISE FUNDS TOTAL	3,254,288.00	171,923.83	2,977,796.84	91.50	276,491.16
	TRANSFER TOTAL	1,648,299.00	.00	.00	.00	1,648,299.00
	TRANSFER OUT TOTAL	1,648,299.00	.00	.00	.00	1,648,299.00
	TOTAL EXPENSES	15,196,584.00	1,343,946.56	9,972,055.52	65.62	5,224,528.48

BUDGET REPORT
CALENDAR 5/2022, FISCAL 11/2022

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	4,366,556.00	326,012.70	3,418,551.51	78.29	948,004.49
	ROAD USE TOTAL	729,600.00	28,804.51	495,038.62	67.85	234,561.38
	LOCAL OPTION SALES TAX TOTAL	672,299.00	.00	.00	.00	672,299.00
	TIF TOTAL	698,450.00	.00	162,292.20	23.24	536,157.80
	L.M.I TOTAL	595,880.00	504.45	410,193.84	68.84	185,686.16
	PC COMM. LIB TRUST TOTAL	4,000.00	.00	.00	.00	4,000.00
	DEBT SERVICE TOTAL	1,555,502.00	493,897.50	1,555,445.27	100.00	56.73
	CAPITAL IMPROVEMENTS TOTAL	2,369,975.00	269,810.57	714,683.03	30.16	1,655,291.97
	CAPITAL WATER PROJECT TOTAL	500,000.00	.00	43,136.46	8.63	456,863.54
	CAPITAL EQUIPMENT/VEHICLE TOTA	285,241.00	52,993.00	194,917.75	68.33	90,323.25
	WATER TOTAL	1,276,494.00	99,720.04	1,113,031.95	87.19	163,462.05
	SEWER TOTAL	1,719,087.00	64,326.54	1,465,686.08	85.26	253,400.92
	SOLID WASTE/RECYCLING TOTAL	283,500.00	7,877.25	263,480.49	92.94	20,019.51
	STORM WATER UTILITY TOTAL	140,000.00	.00	135,598.32	96.86	4,401.68
	TOTAL EXPENSES BY FUND	15,196,584.00	1,343,946.56	9,972,055.52	65.62	5,224,528.48

REVENUE REPORT
CALENDAR 5/2022, FISCAL 11/2022

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,313,348.00	226,874.81	3,718,295.48	86.20	595,052.52
	ROAD USE TOTAL	729,600.00	31,832.73	616,045.15	84.44	113,554.85
	LOCAL OPTION SALES TAX TOTAL	938,600.00	82,321.80	1,041,531.97	110.97	102,931.97-
	TIF TOTAL	673,450.00	25,568.34	671,972.19	99.78	1,477.81
	L.M.I TOTAL	75,218.00	23,774.33	84,182.66	111.92	8,964.66-
	DEBT SERVICE TOTAL	1,615,052.00	20,254.81	1,517,555.05	93.96	97,496.95
	CAPITAL IMPROVEMENTS TOTAL	2,725,272.00	155,531.26	2,508,340.34	92.04	216,931.66
	CAPITAL WATER PROJECT TOTAL	.00	.00	370,891.67	.00	370,891.67-
	CAPITAL EQUIPMENT/VEHICLE TOTA	374,800.00	.00	.00	.00	374,800.00
	FOUR SEASONS PUB IMPROVEM TOTA	.00	.00	18,000.00	.00	18,000.00-
	WATER TOTAL	1,590,100.00	96,930.40	1,501,783.58	94.45	88,316.42
	SEWER TOTAL	1,737,000.00	148,012.34	1,677,928.80	96.60	59,071.20
	SOLID WASTE/RECYCLING TOTAL	283,500.00	24,806.65	270,515.43	95.42	12,984.57

REVENUE REPORT
CALENDAR 5/2022, FISCAL 11/2022

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECV'D	UNCOLLECTED
	STORM WATER UTILITY TOTAL	179,000.00	7,745.43	205,884.19	115.02	26,884.19-
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		15,234,940.00	843,652.90	14,202,926.51	93.23	1,032,013.49
		=====	=====	=====	=====	=====

BALANCE SHEET
CALENDAR 5/2022, FISCAL 11/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	102,728.14-	62,471.46
001-000-1725	ACCUM.DEPR. - LIBRARY BLDG	.00	.00
001-000-1745	ACCUM.DEPR. - PWD EQUIPMENT	.00	.00
001-000-1755	ACCUM.DEPR. - POLICE	.00	.00
001-000-1756	ACCUM.DEPR. - FIRE DEPT.	.00	.00
001-000-1805	ACCUM.DEPR. - SIDEWALKS	.00	.00
001-000-1806	ACCUM.DEPR.- PARKER BLVD	.00	.00
110-000-1110	CHECKING - ROAD USE	3,030.86	359,936.89
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	82,321.80	1,041,531.97
125-000-1110	CHECKING - TIF	25,568.34	772,768.67
135-000-1110	CHECKING - L.M.I.	23,269.88	401,705.91
167-000-1110	CHECKING - PC COMM. LIB TRUST	.00	13,874.34
177-000-1110	CHECKING - FORFEITURE	.00	1,685.81
200-000-1110	CHECKING - DEBT SERVICE	473,642.69-	13,695.70-
301-000-1110	CHECKING - CAPITAL PROJECT	114,294.31-	2,009,070.32
302-000-1110	CHECKING - CAPITAL WATER PROJ	.00	615,941.60
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	52,993.00-	194,917.75-
304-000-1110	CHECKING	.00	18,000.00
600-000-1110	CHECKING - WATER UTILITY	2,925.17-	1,628,655.92
600-000-1805	ACCUM. DEPR. - WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	83,550.29	1,395,784.30
610-000-1805	ACCUM. DEPR. - SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	16,929.40	36,501.97
740-000-1110	CHECKING	7,745.43	91,590.10
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	504,167.31-	8,240,905.81
600-000-1111	WAT.SINKING/CKG	.00	.00
610-000-1111	SEWER SINKING FUND	.00	.00
	WATER SINKING TOTAL	.00	.00
600-000-1112	WATER TRUST CHECKING	.00	.00
610-000-1112	SEW.IMPR.CHECKING	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1113	WAT.IMPR/CHECKING	.00	.00
610-000-1113	79 SANITARY SEWER DISTRICT	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1115	Water Holding Account	.00	.00
	TOTAL	.00	.00

BALANCE SHEET
CALENDAR 5/2022, FISCAL 11/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1120	LIBR.PETTY CASH	.00	35.00
600-000-1120	WATER PETTY CASH	.00	.00
	PETTY CASH TOTAL	----- .00	----- 35.00
001-000-1121	GENERAL PETTY CASH	.00	100.00
	PETTY CASH TOTAL	----- .00	----- 100.00
001-000-1122	PETTY CASH-POLICE	.00	300.00
	PETTY CASH-POLICE TOTAL	----- .00	----- 300.00
001-000-1150	GENERAL RESERVE IPAIT A/C	.00	1.00
125-000-1150	TIF RESERVE IPAIT A/C	.00	.00
135-000-1150	LMI - IPAIT Account	.00	1.00
200-000-1150	DEBT/TIF/CHECKING	.00	.00
301-000-1150	TIF SPECIAL REVENUES	.00	.00
600-000-1150	WATER FUND IPAIT A/C	.00	1.00
610-000-1150	SEWER FUND IPAIT A/C	.00	1.00
	CHECKING TOTAL	----- .00	----- 4.00
001-000-1151	GENERAL INVESTMENT	.00	.00
600-000-1151	WATER RESERVE INVESTMENT	.00	.00
610-000-1151	Sewer Fund CD	.00	.00
	SAVINGS TOTAL	----- .00	----- .00
600-000-1152	WATER TRUST INVESTMT.	.00	.00
	WATER TRUST INVESTMENT TOTAL	----- .00	----- .00
001-000-1160	SUPER MONEY MKT II	677.56	1,546,360.20
110-000-1160	SAVINGS	.00	.00
125-000-1160	SAVINGS	.00	.00
	SUPER MONEY MKT II TOTAL	----- 677.56	----- 1,546,360.20
001-000-1161	GRINNELL STATE BANK CD	.00	.00
610-000-1161	Polk County Bank CD	.00	.00
	GRINNELL STATE BANK CD TOTAL	----- .00	----- .00

BALANCE SHEET
CALENDAR 5/2022, FISCAL 11/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1162	LUANA BANK C.D. -1.85%	.00	.00
	TOTAL	----- .00	----- .00
001-000-1163	Luana Savings Bank - M.M. Acco	2,663.57	2,551,536.21
135-000-1163	Luana Money Market Account	.00	719,041.86
600-000-1163	Luana Money Market Account	.00	.00
610-000-1163	Luana Money Market Account	.00	.00
	LUANA MONEY MARKET TOTAL	----- 2,663.57	----- 3,270,578.07
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00
	TOTAL	----- .00	----- .00
	TOTAL CASH	=====	=====
		500,826.18-	13,058,283.08
		=====	=====



City of Polk City, Iowa

City Council Agenda Communication

Date: June 27, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: FY22 Year-end Transfers

BACKGROUND: Each year we budget to move money between funds, and then at the end of the year, we ask the City Council to approve the year-end transfers. There are more year-end transfers this year than we have previously had in the past, however, we do have less than originally budgeted in FY22.

Most of the transfers are relative to the capital fund and the capital equipment fund. The expenses are paid out of the capital funds, and then we use the revenue from multiple other funds and transfer into the capital fund so the fund is balanced.

The other 2 transfers are relative to TIF. The City has started to utilize tax increment financing (TIF) for our Chamber contribution, and to supplement employee salary & benefits. Each year we move money from TIF to the general fund for this purpose. The last TIF related transfer is relative to the State of Iowa's requirement to set aside LMI funds when TIF is used for residential development. This last transfer is regarding the Deerhaven Development Agreement.

ALTERNATIVES: Do not approve

FINANCIAL CONSIDERATIONS: No financial considerations. We are not spending money, we are simply moving money from one fund to another.

RECOMMENDATION: It is my recommendation that the City Council approve the year-end transfers for the fiscal year ending June 30, 2022.

RESOLUTION NO. 2022-77

A RESOLUTION APPROVING YEAR-END TRANSFERS FOR THE CITY OF POLK CITY

WHEREAS, as reflected in the FY2021-2022 budget, the City does need to transfer money between funds and these transfers are completed at the end of the year; and

WHEREAS, the following transfers between funds need to be authorized for the budget year ending June 30, 2022:

<i>Amount</i>	<i>From Fund</i>	<i>To Fund</i>	<i>Purpose</i>
\$227,993	General Fund 001-910-6910	Capital Equipment Fund	Fire Department Equipment
\$36,925	General Fund 001-910-6910	Capital Equipment Fund	Parks & Recreation Equipment
\$38,334	Road Use Fund 110-910-6910	Capital Equipment Fund	Public Works Equipment
\$67,230	Road Use Fund 110-910-6910	Capital Projects Fund 301-910-4830	Polk City/Polk County Asphalt Overlay project
\$200,000	TIF Fund 125-910-6910	General Fund 001-910-4830	GoPolkCity/Chamber Development Agreement & Administrative program
\$50,218	TIF Fund 125-910-6910	LMI Fund 135-910-4830	Deerhaven LMI Development Agreement requirements
\$68,127	Water Fund 600-910-6910	Capital Projects Fund 301-910-4830	2018 GO Loan Water Revenue Property Tax Relief
\$33,333	Water Fund 600-910-6910	Capital Equipment Fund 303-910-6910	Public Works Equipment
\$30,000	Sewer Fund 610-815-6910	Capital Projects Fund 301-910-4830	2021 GO Loan Sewer Revenue Property Tax Relief
\$33,333	Sewer Fund 610-815-6910	Capital Equipment Fund 301-910-4830	Public Works Equipment

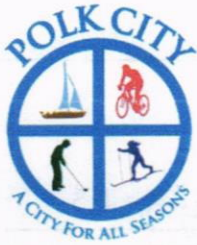
NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Polk City, Iowa that the City Clerk is hereby authorized to make the fund transfers listed above.

PASSED AND APPROVED the 27th day of June 2022.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk



**APPLICATION FORM
FOR
Special Events
City of Polk City, Iowa**

Permit # _____
Application Fee* \$50

**application fee waived for 501(c)(3) organizations and block party requests*

Thank you for your interest in the City of Polk City!

A special event would be classified as a parade, run/walk/bike, fundraiser, farmers market, fair/festival, outdoor concert OR temporary structure including but not limited to tents over 200sf, canopy, stage, inflatables. The City of Polk City must approve your application prior to advertising your event on City's property or public right-of-way for a special event. Application process must begin at least a minimum of 45 days prior to the requested date of the event.

Please check the following type of event:

<input type="radio"/> Parade	<input type="radio"/> Farmers market
<input type="radio"/> Run/Walk/Bike	<input type="radio"/> Fair/Festival
<input type="radio"/> Outdoor Concert	<input type="radio"/> Temporary Structure(s)
<input type="radio"/> Fundraiser	<input checked="" type="radio"/> Other (please specify) <u>Block Party</u>

Contact Information:

Contact Name & Title: <small>*(contact must be onsite for setup & teardown of event)</small>	<u>Mark & Kaye Bowersox</u>
Contact Mailing Address:	<u>222 E. Wood St.</u>
Contact Phone number:	<u>515 371-3789</u>
Contact Email Address:	<u>kbowersox@hotmail.com</u>
Sponsor Organization: <small>*(if applicable)</small>	

Event Information:

Fireworks

Name of Event:	<u>Neighborhood gathering</u>	Requested event location:	<u>Walker St.</u>
Event Date(s) & Time(s):	<u>July 3rd</u>	Event Setup & Teardown: (dates & times)	<u>July 3rd</u>
Estimated Attendance:	<u>25</u>	Number of Vehicles:	<u>can park in driveways</u>
Will Event Fee Be Charged?	<u>Y or N</u>	Event Fee Amount: (if applicable)	
Product Sales on Site:	<u>Y or N</u>	Amplified sounds: (a noise waiver may be required)	<u>Y or N</u>
Tent and/or canopy:	<u>Y or N</u> Qty. _____	Inflatables: (valid State of Iowa permit required)	<u>Y or N</u> Qty. _____
Access to water:	<u>Y or N</u>	Access to electricity:	<u>Y or N</u>
Alcoholic Beverages: <small>(must obtain Iowa Beverage Permit with outdoor services & area of alcohol must be fenced off)</small>	<u>Y or N</u>	Portable Toilets: <small>*(1 toilet for every 250 people est.)</small>	<u>Y or N</u> Qty. _____
Street Closure: <u>Walker</u>	<u>Y or N</u> Qty. _____	On Street Parking Closure:	<u>Y or N</u> Qty. _____

Just fun get together

Event Description: (describe activities) Church & Walker barricade
Wood & Walker barricade

No driveways

Eating & Sitting - crossing back in forth to yards

Information about temporary structures: (stage, tables, inflatables, etc.; include location(s) on the site plan illustration)

Our tables & chairs

Barricades Required:	Qty. <u>2</u>	Security on site:	Y or <input checked="" type="radio"/> N
Traffic Control:	Y or <input checked="" type="radio"/> N	Emergency Services:	Y or <input checked="" type="radio"/> N

Street or parking closures require barricades/setup & removal by maintenance staff. Applicant will be billed at a rate of \$115/hour per staff person/equipment. * fees waived for 501(c)(3) and block party requests

Security Services are available if the need is anticipated during the event.

Events serving alcohol will require Law Enforcement Officers to be on-site at each entrance/exit during said event and events interfering with non-participating vehicle traffic will require crowd/traffic control by a Law Enforcement Officer at each location. Applicant will be billed at a rate of \$50/hour per officer – minimum 3 hours.

Emergency Services are available if the need is anticipated during the event.

Events requesting first aid stations will require a gator & stand-by staff at each location. Applicant will be billed at a rate of \$50/hour per staff personnel/equipment

Events requesting ambulance on site will require stand-by staff with equipment. Applicant will be billed at a rate of \$75/hour per for ambulance and \$23.22/hour per staff personnel

Events requesting firetruck protection on site will require stand-by staff with equipment. Applicant will be billed at a rate of \$300/hour for 4 personnel/equipment.

Additional Remarks:

Applicant understands and agrees that by submitting this application to the City, applicant certifies the information provided is true and correct, and that false information may be grounds for denial of this application. In addition to the City's approval, applicant is responsible to obtain any additional permits or approvals required by State or Federal regulations applicable to the Special Event. Further, it is understood, that the activities at all times during the event shall comply with all City, State and Federal laws, ordinances and regulations. The City reserves the right to impose special guidelines and restrictions based on the nature of the proposed event and its attendant circumstances.

Signature and Title of Applicant: Kays Bowersox

Date: 06/14/22

✓ If Provided

	Site Plan Illustration
	Certificate of Insurance with City of Polk City named as certificate holder; general liability in the amount of \$2,000,000 per incident/\$3,000,000 aggregate
	Application fee plus any other applicable fees

OFFICIAL USE ONLY:

Department approvals:

Fire Chief: _____ Police Chief: _____

Public Works Director: _____ City Manager: _____



City of Polk City, Iowa

City Council Agenda Communication

Date: 06/20/2022
To: Mayor & City Council
From: Mike Schulte
Subject: Bulk Water Meter Purchase

BACKGROUND: Back in February 2022, the Council approved the purchase of a pallet of water meters. We did receive this pallet the week of June 6th. (14 weeks after ordering)
This pallet of meters will comfortably take us through the rest of this year.

Even though we have the meters to take us through the next few months, I think it would be wise to order the next batch of meters. There are still supply chain issues as well as possible price increases and if we act now, we can avoid both.

With your approval, we will be ordering 144 house meters and 80 irrigation meters. The savings on this purchase, in bulk, will be \$6,677.

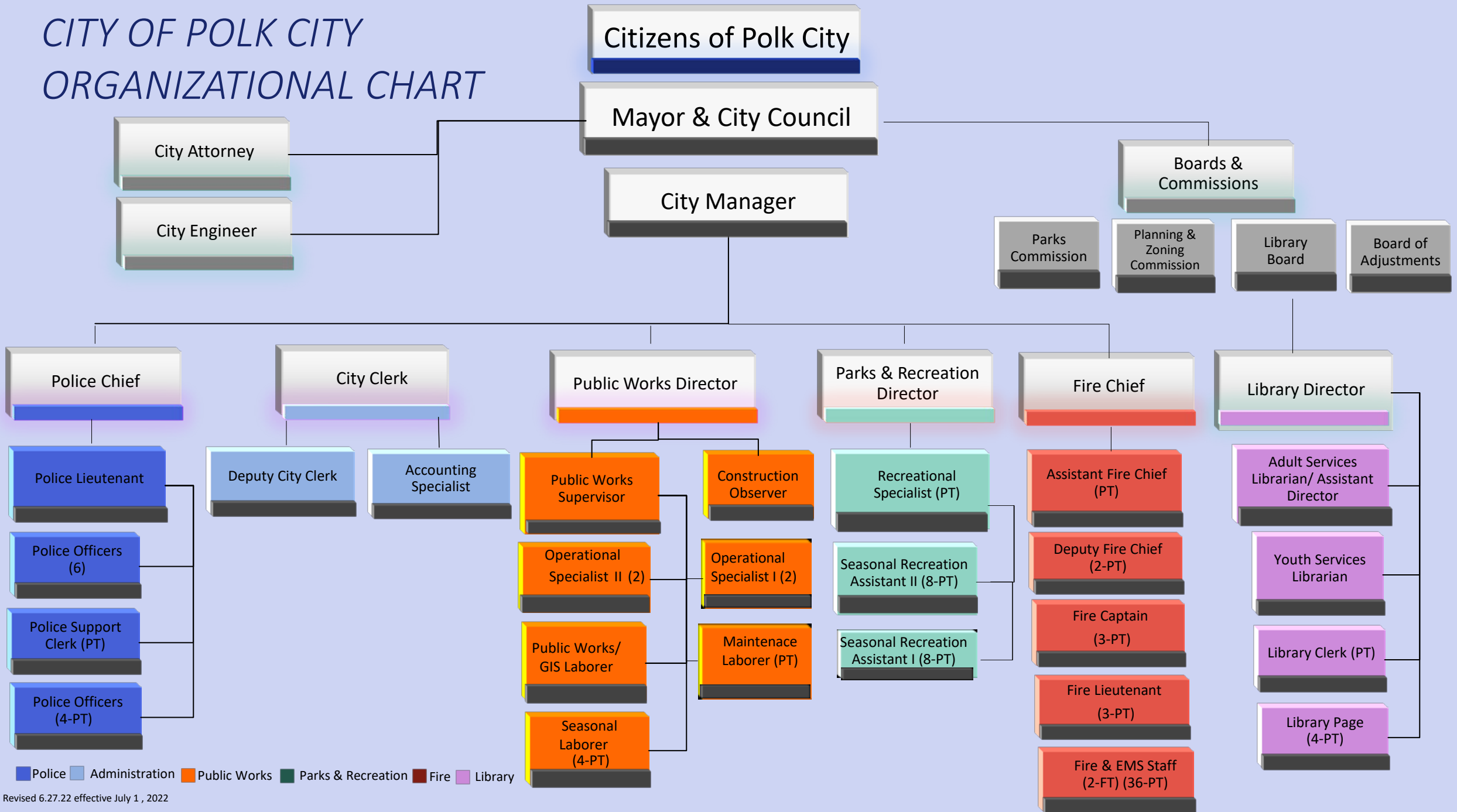
In the 22/23 budget, starting July 1st, 2022, we budgeted \$105,000 total between the water and sewer funds for meters.

ALTERNATIVES: Continue to purchase 20-30 meters at a time without taking advantage of the savings.

FINANCIAL CONSIDERATIONS: \$70,800

RECOMMENDATION: I would recommend that Council approve purchasing 144 house meters and 80 irrigation meters from Ferguson Waterworks.

CITY OF POLK CITY ORGANIZATIONAL CHART





City of Polk City, Iowa City Council Agenda Communication

Date: June 27, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Staff wage increases for FY22

BACKGROUND: On Monday, the City Council will review a resolution pertaining to wage increases for the City employees. Employees are scheduled to receive increases for July 1st. Most wage increases range from 4-5%, as we discussed during the budget preparation work that higher increases were justified for the upcoming fiscal year.

ALTERNATIVES: Do not approve the resolution

FINANCIAL CONSIDERATIONS: This is a FY23 budgeted expense. When preparing the FY23 budget, we did include these wage increases for the city staff.

RECOMMENDATION: It is my recommendation that the Council approve the wage resolution for FY22-23.

RESOLUTION NO. 2022-78

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POLK CITY IOWA:

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.

A RESOLUTION UPDATING AND CONFIRMING THE SALARIES FOR THE STAFF OF THE CITY OF POLK CITY

<u>Non-union Full time employees</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Salary</u>
Aswegan, Matt	Police Lieutenant		\$86,520.00
Coffin, Jenny	City Clerk		\$75,600.00
Doyon, Michael	Paramedic/FF Full-time	\$19.95	\$59,650.50
Franzen, Randall	Public Works Supervisor Construction Observer/Public Works		\$86,994.00
Furness, Nick	Public Works Laborer II/Ops Specialist	\$27.05	\$56,264.00
Godfrey, Dennis	Public Works Laborer I/Ops Specialist	\$27.60	\$57,408.00
Heglin, Dustin	Public Works Laborer I/Ops Specialist	\$22.00	\$45,760.00
Meritt, Meri	Deputy City Clerk	\$23.58	\$49,046.40
Minasian, Alexa	Youth Services Librarian	\$20.91	\$43,500.00
Moeckly, Cody	Public Works Laborer II/Ops Specialist	\$26.73	\$55,598.40
Noack, Jamie	Library Director		\$74,484.00
Noggle, Riley	Paramedic/FF Full-time	\$17.00	\$50,830.00
Ramsey, Toby	Public Works Laborer I/Ops Specialist	\$23.50	\$48,877.92
Schulte, Mike	Public Works Director		\$101,000.00
Scott, Dani	Public Works GIS	\$26.20	\$54,496.00
Siepker, Jeremy	Police Chief		\$100,255.00
Thornburg, Carol	Accounting Specialist	\$25.36	\$52,744.00
Thraen, Jason	Parks & Recreation Director	\$34.32	\$71,391.00
Ulbrich, Melissa	Assistant Library Director	\$25.20	\$52,416.00

<u>Part time employees</u>	<u>Position</u>	<u>Hourly Rate</u>
Anderson, Claire	Library Page	\$10.00
Bakken, Lucas	Library Page	\$10.00
Bequeaith, Madeine	Library Page	\$10.00
Dunham, Zach	Deputy Fire Chief	\$25.00
Feller, Jeff	Deputy Fire Chief	\$20.50
Ernst, Anna	Police Officer, part-time	\$24.50
Gries, Kent	Police Officer, part-time	\$24.50
Hall, Joel	Police Officer, part-time	\$24.50
Hall, Linda	Library Clerk	\$14.50
Hanson, Brian	Fire Department Lieutenant	\$18.50
Hughes, Aaron	Recreational Specialist	\$16.00

Jacobson, Jane	Police Administrative Assistant	\$20.09
Klatt, Nick	Fire Department Captain	\$19.50
Peer, Betty	Library Page	\$10.00
Poen, Jeff	Police Officer, part-time	\$24.50
Reineke, Emma	Public Works Laborer, part-time	\$16.00
Scott, Sam	Public Works Laborer, seasonal	\$15.00

BY ORDER OF THE CITY COUNCIL, the new salaries as set above will go into effect July 01, 2022.
PASSED AND APPROVED this 27th day of June 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: June 27, 2022 City Council Meeting
To: Mayor & City Council
From: Jason Thraen, Parks & Recreation Director
Subject: **Parks & Recreation Seasonal Employees**

BACKGROUND: Polk City Parks & Recreation relies heavily on seasonal employees for summer programming and park maintenance and upkeep. These seasonal positions include a Parks & Recreation Intern, Recreation Assistant I, and Recreation Assistant II. For 2022, I have hired Jaden Nickles (Recreation Assistant I), Tanner Ramsey (Recreation Assistant I), Allison Scheel (Parks & Recreation Intern), and Natalie Jepsen (Recreation Assistant II). They have been offered and accepted positions with Polk City Parks & Recreation based on the wages mentioned below.

ALTERNATIVES: N/A

FINANCIAL CONSIDERATIONS: Set pay for Jaden Nickles (\$11.00 per hour), Tanner Ramsey (\$11.00 per hour), Allison Scheel (\$13.00 per hour), and Natalie Jepsen (\$13.00 per hour).

RECOMMENDATION: Approve pay for Jaden Nickles, Tanner Ramsey, Allison Scheel, and Natalie Jepsen.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 27, 2022
To: Mayor, City Council and City Manager
From: Karla Hogrefe – Interim Fire Chief
Subject: New Medical Director

BACKGROUND: The Medical Director is responsible for all aspects of EMS. Specifically, the Medical Director writes, reviews, and oversees our patient care protocols and is the owner of our pharmaceuticals. The members of the Polk City Fire Department practice under the medical license of the Medical Director. Our current Medical Director, Dr. Alan Heberer has retired, effective June 30, 2022. We have found a replacement, Dr. Joseph Peterson from MercyOne Des Moines. Dr. Peterson is also Granger Fire Department's Medical Director and he is excited to serve for both Polk City Fire Department and Granger Fire Department.

ALTERNATIVES: None

FINANCIAL CONSIDERATIONS: Due to increase in call volume we suggest to pay Dr. Peterson \$2,500.00 annually.

RECOMMENDATION: Dr. Peterson has agreed to a two year contract and to be paid July 1 annually for his services. The signed contract is attached to this memo.

RESOLUTION NO. 2022-79

**A RESOLUTION APPROVING A MEDICAL DIRECTOR CONTRACT BETWEEN
THE CITY OF POLK CITY AND JOSEPH PETERSON PLC**

WHEREAS, a Medical Director is required for emergency medical services by Iowa Code Chapter 147A; and

WHEREAS, the City Council for the City of Polk City current contract with Dr. Alan Heberer expires June 30, 2022 and Dr. Alan Heberer is retiring;

WHEREAS, a replacement has been found to provide medical direction the City's Emergency Medical Services, Dr. Joseph Peterson; and

WHEREAS, the new contract will cover the period from July 1, 2022 through June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the contract attached hereto as Exhibit "A" with Dr. Joseph Peterson as a Medical Director for the City of Polk City with the responsibilities as outlined in the contract.

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

PASSED AND APPROVED the 27th day of June 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

City of Polk City

309 W Van Dorn
Polk City, IA 50226

EFFECTIVE DATE: July 1, 2022

Contractor Joseph Peterson, D.O. 15185 Woodcrest Dr. Clive, IA 50325	Department: Polk City Fire Department 309 W. Van Dorn Street Polk City, Iowa 50021
Contract Period Effective: July 1, 2022 Annual Cost: \$2,500.00	Terminates: June 30, 2024 Payable: Joseph Peterson PLC – Annual Payment

DESCRIPTION OF ITEMS CONTRACTED

Contractor agrees to provide Medical Direction to the City’s Emergency Medical Services as required by Iowa Code Chapter 147A. The medical director shall be responsible for providing appropriate medical direction and overall supervision of the medical aspects of the Emergency Medical Services Department and shall ensure that those duties and responsibilities are not relinquished before a new or temporary replacement is functioning in that capacity.

The medical director’s duties include, but are not limited to:

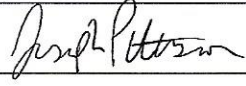
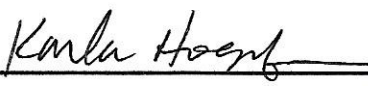
- Develop, approve and update protocols to be used by the service program.
- Develop and maintain liaisons between the service, other physicians, physician designees and the hospitals.
- Monitor and evaluate the activities of the service program and individual personal performance.
- Assess the continuing education needs of the service and service personnel and assist as needed in providing appropriate continuing education.
- Make him/herself available for individual evaluation and consultation to service personnel.
- Perform or appoint a designee to complete medical audits as required.
- Ensure maintenance of skills of service program personnel.
- Inform the medical community of the emergency medical care being provided according to approved protocols in the service program area.
- Help resolve service operational programs.

The medical director shall also:

- Review and approve the Fire Departments immunization programs and blood borne pathogens programs.
- Attend service meetings at least semi-annually

The annual fee for above services shall be \$2,500.00 paid in one annual payment. Make check payable to Joseph Peterson PLC, 15185 Woodcrest Dr., Clive, IA 50325.

In case of

Contractor Signature: 	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved
<p style="text-align: center;"> Joseph Peterson, D.O. 15185 Woodcrest Dr. Clive, IA 50325 </p>	Mayor Signature: <hr/> <p style="text-align: center;">Polk City, Mayor</p> Fire Chief Signature:  <hr/> <p style="text-align: center;">Fire Chief</p>



City of Polk City, Iowa

City Council Agenda Communication

Date: June 27, 2022
To: Mayor, City Council and City Manager
From: Karla Hogrefe – Interim Fire Chief
Subject: New PT Hire Pay Rate Approval

BACKGROUND: We have the opportunity to hire a part-time Emergency Medical Technician that just finished her Firefighter I and will be finishing up with testing shortly.

ALTERNATIVES: None

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

RECOMMENDATION: We plan to hire the Nicole Holdeman with the listed stipulation(s) and request approval of pay rate:

Nicole Holdeman, part-time EMT position at a part-time rate of \$16.75 per hour. Nicole has finished her Firefighter I and Hazardous Materials class and is scheduled to test next month. She will be fully certified as a Firefighter/EMT within the next two months. Once certified, pay will be adjusted to \$17.50 per hour.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 27, 2022
To: Mayor, City Council and City Manager
From: Karla Hogrefe – Interim Fire Chief
Subject: New PT Hire Pay Rate Approval

BACKGROUND: We have the opportunity to hire a part-time Emergency Medical Technician that just finished his Firefighter I and will be finishing up with testing shortly.

ALTERNATIVES: None

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

RECOMMENDATION: We plan to hire the Brody Miller with the listed stipulation(s) and request approval of pay rate:

Brody Miller, part-time EMT position at a part-time rate of \$16.75 per hour. Brody has completed his written test for Firefighter I/Haz Mat Operations and will be testing for his practical soon. He should be fully certified as a Firefighter/EMT within the next two months. Once certified, pay will be adjusted to \$17.50 per hour.



City of Polk City, Iowa City Council Agenda Communication

Date: June 27, 2022
To: Mayor & City Council
From: Karla Hogrefe - Interim Fire Chief
Subject: Full-Time Pay Rate Approval

BACKGROUND: The Fire Department budgeted for a full-time Firefighter/Paramedic for fiscal year 2022/2023, which was approved by the Council. We conducted interviews and determined the best candidate was Riley Noggle. Riley has just started with us as a part time member. Riley is an EMT and is finishing up with the DMACC Paramedic program. She will be a paramedic within the next 4 months. Riley will also be attending Polk City's Firefighter I course this summer and will attain that certification within 8 months of hire. This is a conditional offer in that Riley becomes a paramedic within 4 months of hire and a firefighter within 8 months of hire. Riley is a very smart young woman and I believe she will have no issues meeting these deadlines.

ALTERNATIVES: N/A

FINANCIAL CONSIDERATIONS: This wage has been budgeted and approved for fiscal year '22/'23. This position will be the second 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.

RECOMMENDATION: We recommend approving pay for this position at \$17.00 per hour plus benefits. Once Riley receives Paramedic certification we recommend approving pay at \$18.50 per hour. Once Riley is certified as Firefighter/Paramedic we recommend approving pay at \$19.57 per hour. Riley will work 24 hours on and 48 hours off. We anticipate start date of July 13, 2022.

We feel EMT Noggle will be a great asset to the Polk City Fire Department and are very excited to have Riley transition from part time to full time.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 22, 2022
To: Mayor Steve Karsjen & City Council
From: Jeremy Siepker, Chief of Police
Subject: Set pay for Police Officer candidate Nicholas Sherman

BACKGROUND: In February 2022 Nicholas Sherman applied to the Polk City Police Department to fill an upcoming vacancy in September. Nicholas has completed all the stages of the hiring process that included a thorough background investigation, psychological testing and a pre-employment physical. Nicholas is an Iowa Certified Peace Officer and is currently employed with the Eastern Iowa Airport as a Public Safety Officer. He has been in law enforcement since 2014 and will be a great addition to the Polk City Police Department. Due to short staffing and his relocation to the Des Moines metro I have selected to hire Nicholas to fill our current full-time vacancy, beginning in July, rather than the upcoming retirement in September.

ALTERNATIVES: Do not set pay for Nicholas Sherman

FINANCIAL CONSIDERATIONS: Mr. Sherman is an Iowa Certified Peace Officer with over 8 years' experience in the field. I will offer his salary to start at step 3 of the collective bargaining agreement. Step 3 of is an annual salary of \$61,657.01 (\$29.64/hour).

RECOMMENDATION: It is my recommendation that the council approves Mr. Sherman's hiring at a pay rate of \$29.64/hour.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 22, 2022
To: Mayor & City Council
From: Chief Jeremy Siepker
Subject: Kevin Blaha-Polson Training Reimbursement Agreement

BACKGROUND: The new full-time officer, Kevin Blaha-Polson, will be attending the Iowa Law Enforcement Academy. During this time the city will be paying his wages and will be paying academy fees that include a meal plan during his attendance. It is common practice for departments to require non-certified hires to sign a Training Reimbursement Agreement for training costs and wages associated with the hiring and certifying a new officer.

ALTERNATIVES: We do not require that he sign a Training Reimbursement Agreement.

FINANCIAL CONSIDERATIONS: The City of Polk City will be investing over \$20,000 in wages and training costs to certify a new officer. A Training Reimbursement Agreement will require that the officer reimburse the city for the training costs should they voluntarily resign from the city, are dismissed during probationary period, or they fail to complete required training. The reimbursement schedule is outlined in section 7 of the Training Reimbursement Agreement that you were provided with.

RECOMMENDATION: It is my recommendation that the Council approves the Training Reimbursement Agreement as drafted for Kevin Blaha-Polson.

Polk City Police Training Reimbursement Agreement

AGREEMENT

This agreement is entered into by the City of Polk City, Iowa (“City”) and **Kevin Blaha-Polson**, (“Probationary Candidate”) on the 27 day of June, 2022.

The intent of this agreement is to provide for the training of Probationary Candidate as a Police Officer, and to specify the consideration that Probationary Candidate provide the City in return for the training. It shall not be construed in any way as an employment agreement.

1. **Training.** The City and Probationary Candidate agree that Probationary Candidate will attend the Iowa Law Enforcement Academy (“Academy”) and complete all training in accordance with the Academy’s and City’s training requirements. The training at the Academy is scheduled to begin on **August 29th 2022**. The City shall pay Probationary Candidate’s “Total Training Expenses” as defined in this Agreement, provided that Probationary Candidate shall be required to document by signed and dated attendance sheets all time spent in training sessions or training related activities. Probationary Candidate shall be required to submit any attendance sheets and claim forms to the City within twenty (20) days of any time worked or expenses incurred by Probationary Candidate.
2. **Work Required.** Probationary Candidate may, at City’s option, be required to serve as Police Officer for the City while attending the training program, as well as perform other duties as assigned by the Police Chief or the Chief’s designee. The hours expended by Probationary Candidate in attendance at the training course and service to the Police department shall be subject to the same limitations as outlined in this document.
3. **Probationary Period.** Probationary Candidate shall have a probationary period of twelve (12) months.
4. **Post Training Work.** Probationary Candidate shall serve as a Police Officer of the City after graduation from the Academy and after meeting all criteria to receive proper certifications.
5. **Work Duration Required.** In consideration of the City’s payment of Probationary Candidate “Total Training Expenses” as hereafter defined, Probationary Candidate agrees to be a Police Officer for the City for a period of at least four (4) years from the date when Probationary Candidate graduates from the Academy and has met all criteria needed to receive certifications.
6. **Failure to Complete Training – Reimbursement.** In the event Probationary Candidate does not successfully complete the training program, Probationary Candidate shall be released from the City Police Department, and Probationary Candidate shall reimburse the City the “Total Training Expenses” that the City incurred in accordance with the terms set forth.
7. **Voluntary Resignation – Reimbursement.** In the event Probationary Candidate voluntarily resigns from the City Police Department without having served as a Police Officer for at least forty-eight (48) full months but has otherwise complied with the terms of this agreement, Probationary Candidate shall reimburse the City for the Total Training Expenses incurred per the following schedule:
 - a. The amount of reimbursement shall be determined as follows:
 - i. If a Probationary Candidate resigns less than twelve (12) full months following completion of approved training, Probationary Candidate will owe the City one hundred percent (100%) of the Total Training Expenses;
 - ii. If a Probationary Candidate resigns after twelve (12) full months but fewer than twenty-four (24) full months after completion of approved training, Probationary

Candidate will owe the City seventy-five percent (75%) of the Total Training Expenses;

- iii. If a Probationary Candidate resigns after twenty-four (24) full months but fewer than thirty-six (36) full months after completion of the approved training, Probationary Candidate will owe the City fifty percent (50%) of the Total Training Expenses;
 - iv. If a Probationary Candidate resigns after thirty-six (36) full months but fewer than forty-eight (48) full months after completion of the approved training, Probationary Candidate will owe the City twenty-five percent (25%) of the Total Training Expenses; and
 - v. If a Probationary Candidate resigns after forty-eight (48) full months after completion of the approved training, Probationary Candidate will owe the City zero percent (0%) of the Total Training Expenses.
8. **Dismissal – Reimbursement.** If Probationary Candidate is dismissed during the probationary period; is dismissed before serving as a Police Officer for at least thirty-six (36) full months; or otherwise fails to comply with the terms of this Agreement, Probationary Candidate shall reimburse the City for one hundred percent (100%) of the Total Training Expenses incurred.
9. **Reduction in Force – Reimbursement.** If Probationary Candidate is dismissed due to a reduction in force by the City, Probationary Candidate shall not be required to reimburse the City for any of the Total Training Expenses.
10. **Completion of Required Service.** If Probationary Candidate completes forty-eight (48) months of service with the City as a Police Officer after graduation from Academy, Probationary Candidate shall be relieved of all obligations to reimburse the City for training expenses under this Agreement.

Total Training Expenses. An estimate of the costs of the “Total Training Expenses” as of 2022 is nine thousand two hundred and twenty six dollars (\$9,226). However, “Total Training Expenses” will be based on the actual cost incurred by the City—except that Probationary Candidate will not be responsible for reimbursing the City for any wages paid to Probationary Candidate for performing non-training work or other work assigned by the City. Probationary candidate agrees that the following enumerated expenses that are incurred by the City, or that are incurred by Probationary Candidate and reimbursed by the City shall constitute the “Total Training Expenses” subject to Employee reimbursement under this Agreement:

- a. The City’s costs and expenses, including Probationary Candidate’s salary, incurred while Probationary Candidate attends the Academy;
 - b. The City’s costs and expenses for tuition and fees paid to the educational facility utilized for training;
 - c. The City’s expenses of paying or reimbursing Probationary Candidate’s clothing vendor costs and uniform/equipment costs; and/or
 - d. Any other unexpected costs and expenses the City may incur as a result of Probationary Candidate’s training.
11. **Limitation of Reimbursement Obligation.** Probationary Candidate and City agree that this Agreement is subject to applicable provisions of state and federal law.
12. **Repayment of Expenses.** Unless otherwise agreed upon in writing between the City and Probationary Candidate, any amount due by Probationary Candidate pursuant to this Agreement shall be paid in full within thirty (30) days of voluntary resignation or termination of Probationary Candidate. Failure to make such a payment in full within thirty (30) days, may result in the City taking any legal action as allowed by law against Probationary Candidate.

13. **Death of Probationary Candidate.** If Probationary Candidate is killed or permanently and totally disabled as defined by the Iowa Code—or dies of any cause not related to Probationary Candidate’s work for the City—Probationary Candidate and/or his/her estate shall be relieved of all obligation to reimburse the City under this Agreement.
14. **Amendment or Cancellation.** This agreement may be amended or canceled only upon written agreement of both the City and Probationary Candidate signed by both parties.
15. **Residence.** Probationary Candidate shall notify the City of Probationary Candidate’s place of residence while in the employment of the City and/or until such time as the Total Training Expenses are paid and satisfied in full.
16. **DHS.** If reimbursement is not made in accordance with this Agreement, Probationary Candidate understands that the City may at its option send delinquent account to be recovered through the Iowa Income Offset Program, (State DHS).
17. **Contest.** To contest any adverse employment action, which triggers the reimbursement obligation, or to contest the required reimbursement amount calculated by the City, Probationary Candidate agrees to initiate any such proceedings within thirty (30) days of the City’s demand for reimbursement.
18. **Purpose of Agreement.** This agreement is for the purpose of Probationary Candidate’s bona fide service as a Police Officer and not for the purpose of achieving certification for Probationary Candidate by the way of “sponsorship” through the Academy.
19. **Severability.** In the event that one or more of the provisions of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of the Agreement, and they shall remain in full force and effect.

Executed this 27 day of June, 2022.

City of Polk City, Iowa

Chelsea Huisman, City Manager

Steve Karsjen, Mayor of Polk City

Jeremy Siepker, Police Chief

Kevin Blaha-Polson, Probationary



City of Polk City, Iowa

City Council Agenda Communication

Date: June 27, 2022 City Council Meeting
To: Mayor & City Council
From: Jason Thraen, Parks & Recreation Director

Subject: Polk City Sports Complex and Northside Recreational Facilities Lease Renewal

BACKGROUND: On Monday, the City Council will review a resolution pertaining to the lease renewal of the Polk City Sports Complex and Northside Recreational Facilities. The City of Polk City has relied on the Polk City Sports Complex and Northside Recreational Facilities, both owned by the USACE, to provide recreation opportunities to its' residents. Polk City's original lease to utilize the aforementioned properties expired on 10/31/2020. Staff has worked with the USACE to renew this lease, effective 11/1/2020 and expiring 10/31/2045 (25 years).

ALTERNATIVES: Do not approve the resolution.

FINANCIAL CONSIDERATIONS: Operation and maintenance of the Polk City Sports Complex and Northside Recreational Facilities are all FY23 budgeted expenses.

RECOMMENDATION: Approve the lease renewal resolution for the Polk City Sports Complex and Northside Recreational Facilities.

RESOLUTION NO. 2022-80

RESOLUTION APPROVING AGREEMENT WITH THE US ARMY CORPS OF ENGINEERS FOR A 25 YEAR LEASE FOR POLK CITY SPORTS COMPLEX AND NORTH SIDE RECREATION FACILITIES

WHEREAS, the City of Polk City is desirous to continue to use the Sports Complex and Northside Recreational Facilities; and

WHEREAS, the land the Sports Complex and Northside Recreational Facilities is on is owned and under the care of the US Army Corps of Engineers; and

WHEREAS, the US Army Corps of Engineers has submitted a Lease Renewal Contract for the operation and maintenance of the Sports Complex and the Northside Recreational Facilities in substantially the form attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Lease Renewal Contract for 25 years for the Sports Complex and Northside Recreational Facilities and authorizes the Mayor and City Clerk to execute said agreement on behalf of Polk City.

PASSED AND APPROVED the 27th day of June 2022.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk



DEPARTMENT OF THE ARMY
ROCK ISLAND DISTRICT, CORPS OF ENGINEERS
CLOCK TOWER BUILDING - P.O. BOX 2004
ROCK ISLAND, ILLINOIS 61204-2004

MAY 17 2022

Real Estate Division

SUBJECT: Saylorville Lake Project, Polk County, Iowa, Lease Renewal Contract No. DACW25-1-22-4009, REIN 22-1699, Task No. 553991

City of Polk City
Attn: Honorable Mayor Steve Karsjen
112 Third St
Polk City, IA 50226

Dear Mayor Karsjen:

Enclosed are two copies of the Lease Renewal Contract No. DACW25-1-22-4009 for the operation and maintenance of Polk City Sports Complex and the Northside Recreational Facilities, Polk County, Iowa. Please execute the two originals of the enclosed Lease Renewal and Certificate of Authority **IN FRONT OF A NOTARY PUBLIC.**

Please return with both signed notarized documents to:

US Army Corps of Engineers
Attn: Christopher Fields (RE-M)
PO BOX 2004
Rock Island, IL 61204-2004

After the Lease Renewal has been executed by our Real Estate Contracting Officer, a fully executed copy will be returned to you. Should you have any questions please contact Mr. Chris Fields at 309-794-5294 or email at Christopher.B.Fields@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read "Amanda J. Forslund".

Amanda J. Forslund
Lead, Management and Disposal Branch
Rock Island District
Real Estate Contracting Officer

Enclosures

**DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
Polk City Sports Complex and North Side Recreation Facilities
Saylorville Lake Project
Polk County, Iowa
Tract No(s) 338 and 341**

THIS LEASE is made on behalf of the United States and the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **CITY OF POLK CITY, IOWA**, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibit(s) A, B and C, attached hereto and made a part hereof, comprising of 19.8 acres more or less, hereinafter referred to as the premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of 25 years, beginning November 1, 2020, and ending October 31, 2045.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee to City of Polk City; 112 Third St, P.O. Box 426, Polk City, IA 50226 and if to the United States, to the Real Estate Contracting Officer, ATTN: Chief, Real Estate Division, U.S. Army Corps of Engineers, P.O. Box 2004, Rock Island, IL

61201-2004 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "Real Estate Contracting Officer," "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an Annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as Exhibits D, D.1, and D.2, which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. No later than May 31 of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises.
- e. Budget of the Lessee for carrying out all activities for the upcoming year.
- f. Personnel to be used in the management of the leased premises.
- g. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with

Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer.

During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the Condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties

whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third-party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sub-lessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5

years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or, at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of \$1,000,000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the Real Estate Contracting Officer every three years or upon renewal or modification of this lease.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured; the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United

States without compensation therefore, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, sexual orientation, gender identity, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from

activities that would interfere with the Lessee's operations or would be contrary to local laws.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises. Specifically prohibited are the use of gambling devices, such as slot machines, video gambling machines, or other casino type devices that would detract from the family atmosphere. Real Estate Contracting Officers may allow the sale of state lottery tickets, in accordance with state and local laws and regulations, as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. § 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

c. (1) A claim by the Lessee shall be made in writing and submitted to the said officer for a written decision. A claim by the Government against the Lessee shall be subject to written decision by the said officer.

(2) For Lessee claims exceeding \$50,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) (i) If the Lessee is an individual, the certificate shall be executed by that individual.

(ii) If the Lessee is not an individual, the certification shall be executed by:

(A) A senior company official in charge at the Lessee's location involved;

or

(B) An officer or general partner of the Lessee having overall responsibility of the conduct of the lessee's affairs.

d. For Lessee claims of \$50,000 or less, the said officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$50,000, the said officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The said officer's decision shall be final unless the Lessee appeals or files as suit as provided in the Act.

f. At the time a claim by the lessee is submitted to the said officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the said officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the said officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease, and comply with any decision of the said officer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall

require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, include swage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the Real Estate Contracting Officer before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as Exhibit E. Upon expiration, revocation or termination of this lease, another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the Real Estate Contracting Officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the Real Estate Contracting Officer and protect the site and the material from further disturbance until the Real Estate Contracting Officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

35. EXECUTIVE ORDER 13658

a. Any reference in this section to "prime contractor" or "contractor" shall mean the grantee and any reference to "contract" shall refer to this lease.

b. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

c. Minimum Wages

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract shall be \$11.25 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered

contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

d. Withholding

The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

e. Contract Suspension/Contract Termination/Contractor Debarment

In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

f. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

g. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$11.25 (or the minimum wage as established each January thereafter) to any worker.

h. Payroll Records

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (h) (1) (i) through (vi) of this section for each worker and shall make the records available for inspection and

transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

i. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

j. Certification of Eligibility

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

k. Tipped employees

(1) In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this provision:

(i) The employer must inform the tipped employee in advance of the use of the tip credit;

(ii) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(iii) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(iv) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

I. Antiretaliation.

It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

m. Disputes concerning labor standards

Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

n. Notice

The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

36. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the grantee and any reference to "contract" shall refer to the lease.

a. Executive Order 13706

This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding

The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including

any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment

In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);

- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon

a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time s/he asked to use paid sick leave.

(2)(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use his/her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph(1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(4)(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or

documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41CFR60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(4)(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's record keeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(7). The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

h. Certification of Eligibility

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Interference/Discrimination

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

j. Waiver

Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

k. Notice

The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently

on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

I. Disputes concerning labor standards

Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

37. EXECUTIVE ORDER 13658 AND 13706 HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Orders 13658 and 13706 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Orders 13658 and 13706 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

38. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat.1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

[The remainder of this page is left intentionally blank.]

CERTIFICATE OF AUTHORITY

I, Jenny Coffin, certify that I am the City Clerk of the City of Polk City, named as Lessee herein; that Steve Karsjen, who signed the lease on behalf of the City of Polk City, is the Mayor of the Lessee, that Steve Karsjen. was duly authorized to sign and execute said lease on behalf of Lessee, and that execution of said lease is within the scope of Lessee's legal authority.

Jenny Coffin
City Clerk



ACKNOWLEDGMENT

STATE OF IOWA

)

COUNTY OF POLK

)

On this _____ day of _____ 2022, before me a Notary Public in and for said County and State, personally appeared Jenny Coffin to me personally known, who being by me duly sworn did say that she is the City Clerk of the City of Polk City and acknowledged that the execution of said instrument to be her voluntary act and deed.

GIVEN under my hand and seal, this _____ day of _____ 2022.

NOTARY PUBLIC

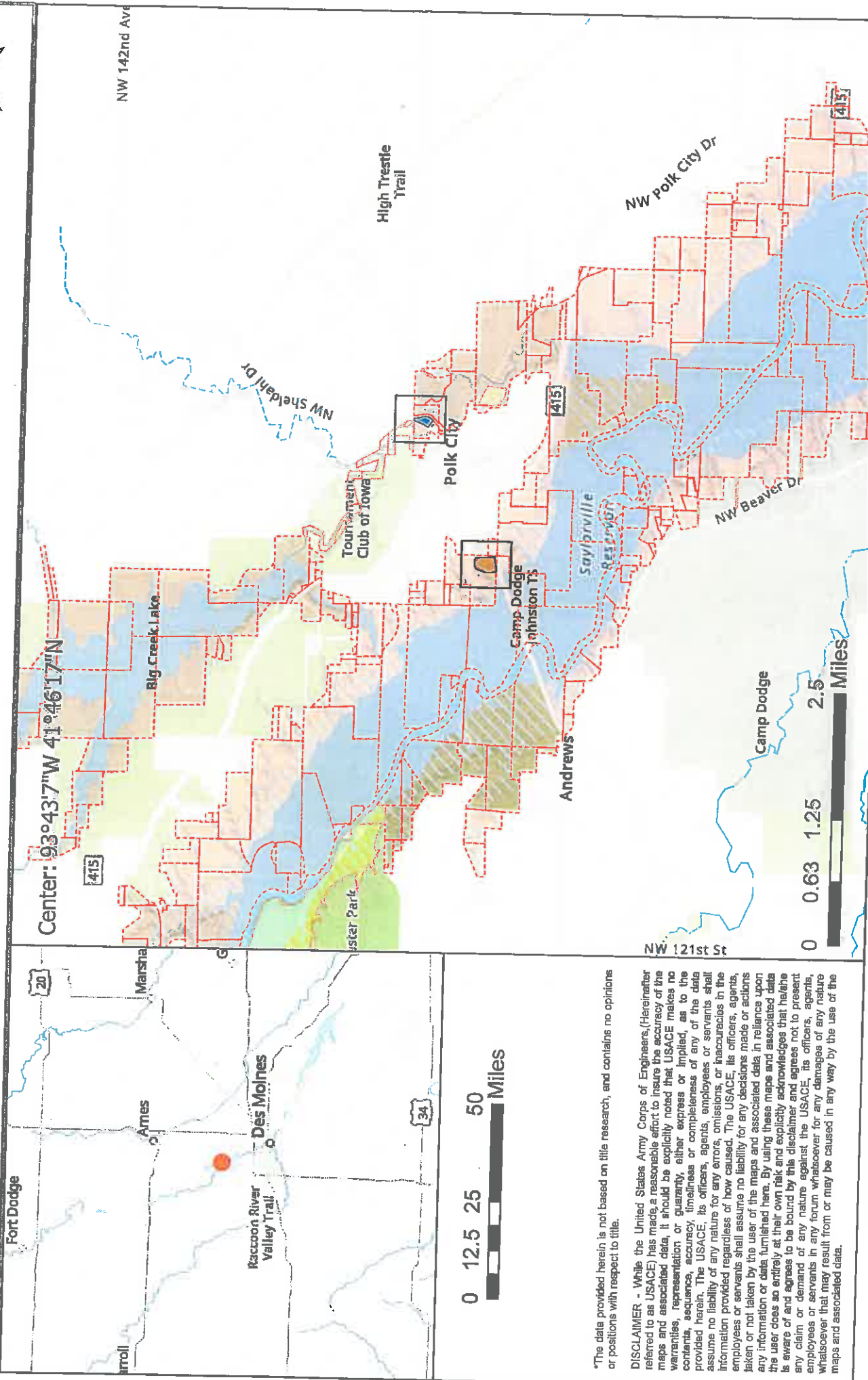
(SEAL)

My commission expires:



**US Army Corps
of Engineers**
Rock Island District

EXHIBIT A
DACW25-1-22-4009
SAYLORVILLE: TRACTS 0338, 0341
POLK COUNTY, IA
IMPACTED AREA: 19.8 ACRES +/-



*The data provided herein is not based on title research, and contains no opinions or positions with respect to title.

DISCLAIMER - While the United States Army Corps of Engineers (Hereinafter referred to as USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranties, representation or guaranty, either express or implied, as to the contents, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees or servants shall assume no liability of any nature for any errors, omissions or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

CITY OF POLK CITY

November 9, 2021

U.S. Army Corps of Engineers
Attn: Christopher Fields (RE-M)
P.O. Box 2004
Rock Island, IL 61204-2004

Dear Mr. Fields:

Attached documents are in reference to annual submittal of compliance items per lease DACW25-1-96-4028. Cover sheet will also act as a narrative of lease conditions being addressed.

Condition No. 5 (Development Plan)

Polk City Sports Complex (1701 W. Bridge Rd.) contains 4 baseball/softball fields, 3 batting cages, 2 soccer fields, 3 storage buildings, concession/restroom facility, greenspace, and a playground (labeled map included). Services include programming provided by North Polk United Soccer Club, Polk City Little League, and Polk City Parks & Recreation. No additions or modifications are planned in the next 5 years. Basic maintenance and upkeep to existing amenities will continue to be ongoing.

Kiwanis Park (451 N. 3rd St.) contains 1 basketball court, 1 sand volleyball court, 2-disc golf holes, 1 tetherball, 1 open air shelter, and greenspace (labeled map included). Services include programming provided by North Polk United Soccer Club and Polk City Parks & Recreation. No additions or modifications are planned in the next 5 years. Basic maintenance and upkeep to existing amenities will continue to be ongoing.

Condition No. 12 (Financial Statement)

The Polk City Sports Complex has a FY '22 budget of \$30,000. This is used primarily for operations and maintenance. Kiwanis Park has a FY '22 budget of \$2,500. This is also used primarily for operations and maintenance. Polk City Parks & Recreation has a mowing line-item for parks and greenspaces. Lawncare and mowing costs for the Polk City Sports Complex and Kiwanis Park come out of this \$51,000 budget for FY '22. Parks & Recreation staff, Public Works staff, and private contractors are responsible for maintenance and upkeep of the Polk City Sports Complex and Kiwanis Park.

User fees are not collected from user groups. When not scheduled for use, fields are available for private use at no charge.

Exhibit D-1
DACW25-1-22-1009

Legend

- SAND VOLLEYBALL
- TETHERBALL
- DISKGOLF
- OPEN-AIR SHELTER
- BASKETBALL COURT
- PLAYGROUND
- PARKING
- Parcels: 20210803

Exhibit D-2
 DACW25-1-22-1009

Legend	
	STORAGE
	PLAYGROUND
	CONCESSION AND RESTROOM
	BATTING CAGES
	PARKING
	SOCCER FIELDS
	BALL FIELDS
	Perkins 20210603



EXHIBIT E

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) REPORT

SAYLORVILLE LAKE PROJECT
TRACT NOS. 338 & 341

MEMORANDUM FOR RE-M

SUBJECT: Hazardous, Toxic, and Radiological Waste (HTRW) assessment for Contract Number DACW251-22-4009, Park and Recreation Lease Renewal, Polk City Iowa.

1. EC-DN was tasked with a review for HTRW concerns regarding the subject lease renewal. Per ER 200-2-3, Chapter 14, a Phase I Environmental Site Assessment is required on lease renewals, unless a previous assessment has been done and the District Environmental Compliance Coordinator has determined that conditions have not changed. In January 2022, EC-DN conducted a review of CEMVR, Iowa DNR, US EPA, USDA and US Geological Survey databases and records in accordance with ASTM Practice ER 1528-14. An interview with the lessee was conducted on January 24, 2022 by the District ECC. These inquiry activities revealed no evidence of Recognized Environmental Conditions (REC), hazardous substances, HTRW, or other regulated contaminants in connection within the proposed lease areas.
2. A Preliminary Assessment Screening (PAS) was conducted as part of the previous lease agreement in 1996 (DACW25-1-96-4028). The PAS met the requirements of lease renewals at that time. No HTRW concerns were identified in the PAS.
3. Based on the databases and records review, lessee interview and previous PAS findings, it is the opinion of the ECC and ECDN that no further HTRW assessment is needed for the subject parcels.
4. It is the recommendation of the ECC and EC-DN that no HTRW issues are present and no potential HTRW issues are foreseen regarding the lease renewal, and the conditions of ER-200-2-3 are met.

MCCRERYJEFF.D.12 Digitally signed by
31239207 MCCRERYJEFF.D.1231239207
Date: 2022.01.27 10:40:09 -06'00'

Jeff McCrery
Environmental Compliance Coordinator

Steve Gustafson, PG
Environmental Protection Specialist
Civil & Environmental Engineering Section

CF:

ECDN (Mitvalsky)

RE-M (Fields, Blakeway)

ACCEPTANCE BY LESSEE

The Lessee accepts the findings of this ECP and hereby agrees that there is no known present existence of hazardous materials on the property to be included in this lease. The Lessee understands that this ECP will be used as a basis for determining any environmental restoration required under the terms of the lease.

CITY OF POLK CITY, IA

BY: Steve Karsjen

Steve Karsjen
Mayor





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #1144	(515) 984-6021		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1100 S 3RD ST		Polk City	Polk	50226
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 3001	Ankeny	Iowa	50021-8045	

Contact Person

NAME	PHONE	EMAIL
Madison Paulson	(515) 381-5974	madi.paulson@caseys.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001958	Class E Liquor License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 9, 2022	Aug 8, 2023	

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
42-0935283 Casey's General Stores, Inc.	ANKENY	Iowa	50021--804	OWNER	100.00	Yes
SAMUEL JAMES	Ankeny	Iowa	50021	PRESIDENT	0.00	Yes
BRIAN JOHNSON	Johnston	Iowa	50131	VICE PRESIDENT	0.00	Yes
SCOTT FABER	Johnston	Iowa	50131	SECRETARY	0.00	Yes
ERIC LARSEN	Ankeny	Iowa	50023	TREASURER	0.00	Yes
DOUGLAS BEECH	Ankeny	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes

Insurance Company Information



State of Iowa

Alcoholic Beverages Division

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

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 27, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Set compensation package for Karla Hogrefe, Fire Chief

BACKGROUND: On Monday, I am requesting the City Council set pay and approve additional PTO for Karla Hogrefe, Fire Chief. Her annual salary will be \$93,000, and she will be given 60 hours of PTO upon her full-time start date. She will be eligible for a salary increase at 6 months of full-time employment per the City's employee handbook.

ALTERNATIVES: Do not approve

FINANCIAL CONSIDERATIONS: The full-time Fire Chief position is a budgeted expense.

RECOMMENDATION: It is my recommendation that the City Council approve setting Karla's annual salary and the additional PTO requested. Her estimated start-date will be mid-July. She will be officially sworn in by Mayor Karsjen at the July 11, 2022 City Council meeting.



City of Polk City, Iowa

City Council Agenda Communication

Date: June 27, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Metronet Fiber Optic Network Memorandum of Understanding (MOU)

BACKGROUND: For the City Council's review and consideration on Monday is a memorandum of understanding (MOU) with Metronet Fiber Optic. Metronet would like to begin providing fiber services in Polk City. When they had reached out to us last month, we had requested for Metronet to provide us with a proposed franchise agreement, and after discussions they do have a statewide franchise agreement and have provided us with a MOU. The MOU outlines that Metronet will abide by all city codes and regulations with their installation of services.

ALTERNATIVES: Do not approve the MOU

FINANCIAL CONSIDERATIONS: None

RECOMMENDATION: It is my recommendation that the Council approve the MOU with Metronet.

RESOLUTION NO. 2022-81

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH
METRONET FIBER OPTIC NETWORK**

WHEREAS, Metronet Fiber Optic would like to begin providing fiber services in Polk City, and

WHEREAS, Metronet has a statewide franchise agreement already in place, and

WHEREAS, Metronet has provided the City of Polk City with a Memorandum of Understanding that outlines that Metronet will abide by all city codes and regulations with their installation of services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POLK CITY, IOWA, the Memorandum of Understanding by and between the City of Polk City and Metronet Fiber Optic Network is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized to execute the Memorandum of Understanding.

PASSED AND APPROVED this 27th day of June 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

June 14, 2022

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

Re: Memorandum Of Understanding

Dear Ms. Huisman,

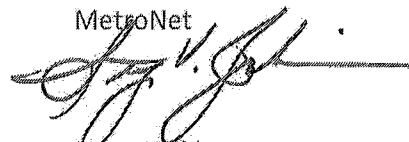
Metro Fibernet, LLC, and its affiliates (collectively "MetroNet") construct and operate fiber networks for purposes of providing leading edge broadband services. MetroNet has successfully deployed fiber networks in 125 communities in 11 states. MetroNet wishes to deploy a fiber network throughout Polk City, Iowa ("City") to provide broadband services to residents and businesses ("Project"). The purpose of this letter is to memorialize our mutual understanding regarding the Project as set forth below.

1. Fiber Network. MetroNet plans to construct a fiber network in the City capable of providing or supporting a variety of fiber based broadband services.
2. Residential Broadband Services. MetroNet currently offers residential broadband speeds as high as 1/1 Gbps with plans to expand to 10/10 Gbps based on consumer demand. With virtually no latency, MetroNet's broadband services provide an ideal platform for third party video streaming services like YouTube TV. MetroNet will also offer residential phone service with traditional features.
3. Commercial Broadband Services. MetroNet offers a full suite of commercial services for businesses of all sizes. Commercial services include everything from a standard 1/1 Gbps connection to local areas networks and dedicated dark fiber services. MetroNet also offers a flexible hosted PBX voice service that can be customized to the needs of any business.
4. Project. In addition to the matters specifically addressed below, MetroNet will comply with all applicable City municipal codes and regulations, including but not limited to, all insurance, indemnification, bonding, restoration and traffic control requirements, that relate to all construction and installation activities performed by utilities.

5. Construction Permits. Upon a submittal of a request for a permit to install aerial and underground facilities in City controlled right-of-way ("Construction Permit"), provided such submittal contains all the information reasonably requested by the City, the City will endeavor to Issue a Construction Permit in a 30-60-day timeframe. Each Construction Permit will cover a large geographic area of the City.
6. Construction Permit Fees. The fee for each Construction Permit will be calculated based on a \$40.00 standard rate for each 1,000 feet of cable length in the permit application. As an example, if MetroNet submits a permit application with 3,000 feet of cable length, the applicable fee for such Construction Permit would be \$120.00. The maximum permit fee for all Construction Permits required by MetroNet for the Project is estimated to be \$4,423.00.
7. Utility Poles. Subject to the requirements set forth in Exhibit A, MetroNet will have the ability to place utility poles in the City controlled right-of-way on a limited basis.
8. Micro Trenching. MetroNet will not utilize micro-trenching for purposes of installing its facilities in the City right-of-way without first obtaining the City's express written permission.
9. Solicitation. MetroNet will be allowed to conduct door-to-door consultative sales in the City. All such sales shall be conducted in accordance with applicable laws and the City's municipal code.
10. State Franchise. On April 4, 2021, MetroNet's application to be registered a telecommunications service provider was granted by the Iowa Utilities Board. Such registration is still in full force and effect. On November 1, 2018, MetroNet obtained a Certificate of Franchise Authority from the Iowa Utilities Board to provide video services in the State of Iowa. Such certificate is still in full force and effect.

Respectfully,

MetroNet



Stacy Jenkins
Senior Vice President

Acknowledgement

Agreed, the above accurately represents our understanding and the parties' intent.

Name:

Title:

Date:

EXHIBIT A

MetroNet shall satisfy the following requirements as a condition of placing a utility pole in the City controlled right-of-way:

- (1) MetroNet will not seek to install a utility pole in any areas of the City where the utilities are located underground;
- (2) MetroNet must be unable to use an existing utility pole in the general area where it wishes to place a utility pole due to high make ready costs or excessive delays gaining access to the existing utility poles;
- (3) any requested utility pole will be added to an existing utility pole line; the additional pole shall match the material, style and general height of the existing line poles;
- (4) any requested utility pole will be located on the same side of the road as an existing utility pole line;
- (5) MetroNet will make reasonable accommodations requested by the City to improve the aesthetics of a requested utility pole in the area where it is to be located;
- (6) the location of a requested utility pole will not adversely affect the health, safety or welfare of any person;
- (7) MetroNet will make the requested utility pole available to any other communications provider on just and reasonable terms subject to loading requirements and space availability;
- (8) if a utility company installs a new utility pole that will accommodate MetroNet's fiber facilities in any area where MetroNet has installed a utility pole, provided MetroNet has access to the new utility pole under reasonable terms and conditions, within a reasonable time period after being notified by the City, MetroNet will move its fiber facilities to the new utility pole and will remove the MetroNet utility pole from the right-of-way;
- (9) If either party has concerns with the proposed location of a MetroNet utility pole, the parties agree to enter into good faith discussions on identifying a different location for the utility pole.

PLAT OF SURVEY

Date: June 14, 2022

Prepared by: Travis Thornburgh, P.E.
Kathleen Connor, Senior Planner

Project: 422 & 428 N. 3rd Street

Project No.: 122.0580

GENERAL INFORMATION:

Owner: Scott & Carol Easter (2022-71)
Zach Easter & Erin Baack (2022-72)

Location: 422 & 428 N 3rd Street

Zoning: M-1 Light Industrial

Use: SF Residential (non-conforming)

Area: 35,512 sf (2022-71)
25,317 sf (2022-72)



PROJECT DESCRIPTION:

The subject properties are located on N. 3rd Street, immediately north of Polk City’s water plant. The north home was constructed in 1952 and the south home was constructed in 1991, both homes have belonged to members of the Easter family for many years. These two parcels were both zoned M industrial sometime prior to 2003, though we have found no information regarding the reason for this zoning.

In 2021, the David Easter estate sold the north residence to Zach Easter and Erin Baack. This made existing issues related to the driveway and large garage between the homes more apparent. With the redefined boundary line, this driveway and garage will now be located on Parcel 2022-71, owner’s of the south residence. Parcel 2022-71 will use the existing access location on the north side of their parcel. Parcel 2022-1112 will be an unbuildable parcel for the floodplain which will be permanently tied to Parcel 2022-72.

N. 3rd Street is a municipal arterial street, requiring 100’ of right-of-way per the Subdivision Regulations. The Acquisition Plat will provide the additional required 17’ of right-of-way in front of both parcels. The driveway on Parcel 2022-72 will be paved in conjunction with the Building Permit for a new garage. The required public sidewalks along N. 3rd Street will be deferred by Agreement.

At this time, the two existing homes are non-conforming in the M-1 zoning district. The proposed Plat of Survey and accompanying documents will bring both parcels closer to compliance by cleaning up ownership lines.

REVIEW COMMENTS:

Submittal #3 addresses all review comments as required prior to P&Z's consideration of this Plat of Survey. Prior to this item being presented to Council for approval, the following comments will need to be addressed:

1. The additional right-of-way will be deeded to the City at the time the Plat of Survey is approved. Prior to this item being placed on the Council agenda, the property owners will need to sign applicable documents that will be prepared by the City Attorney for this right-of-way dedication.
2. The City has agreed the required 5' wide public sidewalk in front of all parcels may be deferred until such time as the city deems them necessary. Prior to this item being placed on the Council agenda, the property owners will need to sign the applicable documents that will have been prepared by the City Attorney for this sidewalk deferral.
3. Since Parcel 2022-1112 is not a stand-alone buildable parcel, a Record of Lot Tie Agreement is required to tie it to Parcel 2022-72. Prior to this item being placed on the Council agenda, the property owner will need to sign the Record of Lot Tie Agreement that will have been prepared by the City Attorney.

RECOMMENDATION:

Based on the foregoing, staff recommends P&Z approval of the Plat of Survey for Parcels 2022-71, 2022-72 and 2022-1112, including Acquisition Plat and Record of Lot Tie Agreement, subject to the following:

1. Dedication of Right-of-Way for N. 3rd Street as shown on the Acquisition Plat at the time of Council approval on the Plat of Survey.
2. Provision of a signed Record of Lot Tie Agreement that permanently ties Parcel 2022-1112 to Parcel 2-22-72 prior to Council action on the Plat of Survey.
3. Provision of signed Sidewalk Agreements that defer construction of the 5' wide public sidewalk in front of both Parcel 2022-71 and Parcel 2022-72 prior to Council action on the Plat of Survey.
4. The City Clerk's recordation of the Plat of Survey, Record of Lot Tie Agreement, Acquisition Plat, and Sidewalk Agreement. The applicant shall be responsible for payment of all fees associated with said recording to the City of Polk City.
5. All professional fees shall be paid in full to the City of Polk City prior to recordation.

RESOLUTION NO. 2022-82

**A RESOLUTION APPROVING A PLAT OF SURVEY FOR
PARCEL NO. 2022-71, 2022-72, AND 2022-1112**

WHEREAS, Cooper Crawford & Associates, on behalf of the property owners has submitted a Plat of Survey, to be known as Parcel No. 2022-71, 2022-72, and 2022-1112 located at 422 & 428 N 3rd Street, in Polk County, Iowa to the City of Polk City for their approval; and

WHEREAS, the intent of this Survey is a land swap between the owners of 422 & 428 N 3rd Street to redefine boundary lines so the driveway and garage will be located on Parcel 2022-71; and

WHEREAS, Parcel No. 2022-1112 will be an unbuildable parcel for the floodplain and will therefore be permanently tied to Parcel 2022-72 via the Record of Tie Agreement which was prepared by the City Attorney and signed by the property owners; and

WHEREAS, the Acquisition Plat provides for the additional required 17' feet of right-of-way in front of both parcels to meet the requirements of 100' feet of right-of-way along the N. 3rd Street for municipal arterial streets per the Subdivision Regulations; and

WHEREAS, the property owners have signed the Quit Claim deed prepared by the City Attorney transferring title of said right-of-way to the City of Polk City, and

WHEREAS, the property owners have signed an Agreement to Install Sidewalk with the City deferring paving of the required 5' feet wide public sidewalk in front of all parcels until such time as the city deems necessary; and

WHEREAS, the City Attorney and City Engineer has reviewed the Plat of Survey, Acquisition Plat and all legal documents and recommend approval of same.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa, hereby approves the Plat of Survey, Acquisition Plat with Quit Claim deed, Record of Lot Tie Agreement, and Sidewalk Agreements for Parcels No. 2022-71, 2022-72, and 2022-1112.

PASSED AND APPROVED the 27th day of June 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

INDEX LEGEND

LOCATION : NW 1/4 1-80-25
 REQUESTOR: SCOTT & CAROL EASTER
 PROPRIETOR: SCOTT & CAROL EASTER
 ZACHARY EASTER & ERIN BAACK
 SURVEYOR: KEVEN J. CRAWFORD P.E., P.L.S.
 COMPANY: COOPER CRAWFORD & ASSOCIATES
 475 S 50th ST., STE. 800,
 WDM, IA 500265
 RETURN TO : KEVEN J. CRAWFORD

ACQUISITION PLAT

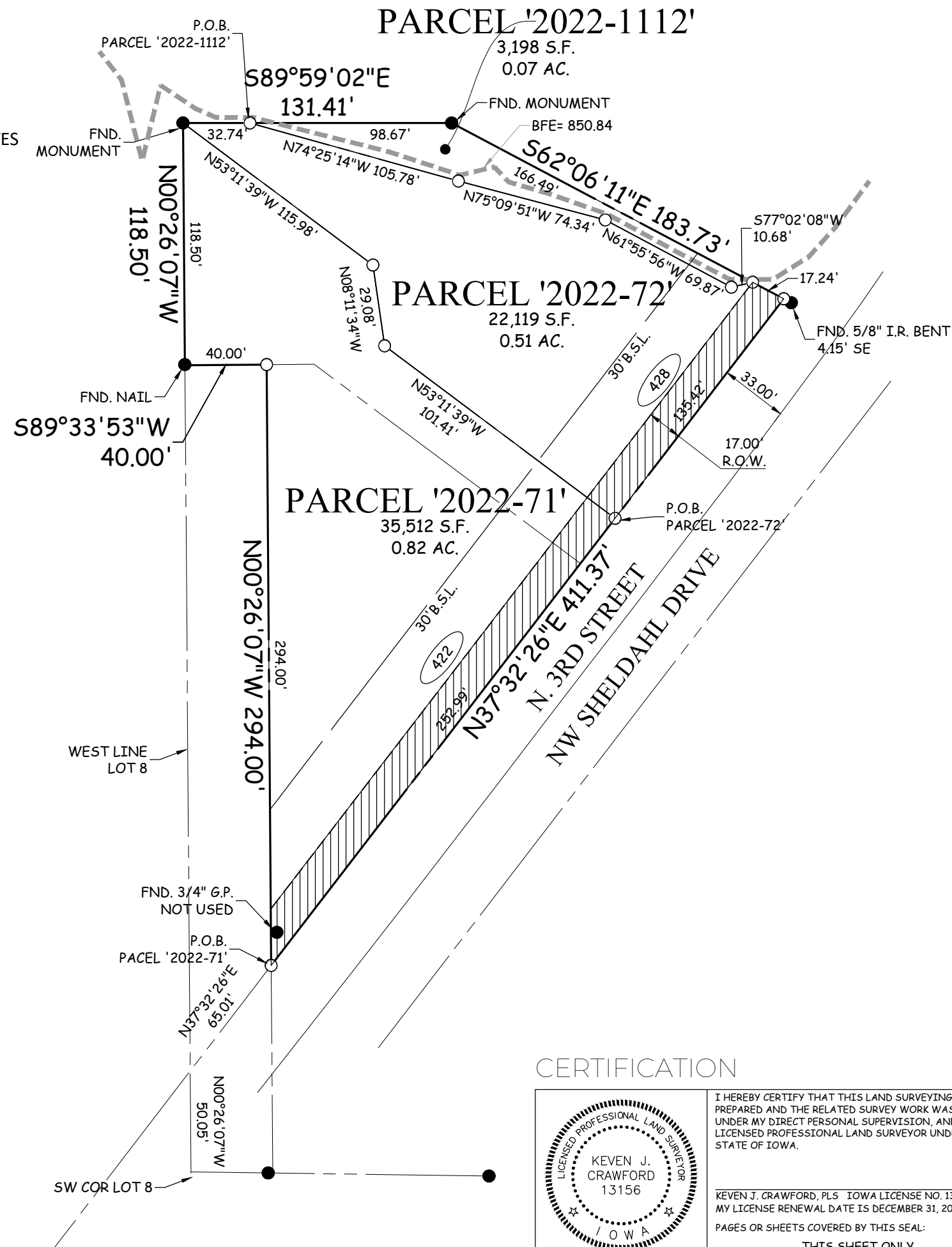
PREPARED FOR

SCOTT & CAROL EASTER
 POB 322
 POLK CITY, IOWA 50226-0322

LEGAL DESCRIPTION

THE SOUTHEASTERLY 17.00 FEET OF PARCEL '2022-71' AND PARCEL '2022-72' LYING NORTHWESTERLY OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY OF NORTH 3RD STREET (NW SHELDAHL DRIVE) AS IT IS PRESENTLY ESTABLISHED.

SAID TRACT OF LAND CONTAINS 0.16 ACRES MORE OR LESS.

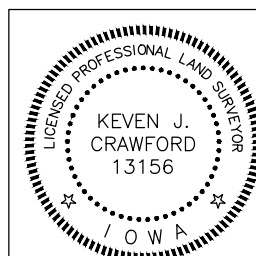


LEGEND

- PLAT BOUNDARY
- ▲ SECTION CORNER
- FOUND CORNER AS NOTED
- SET CORNER 5/8" IR W/ YELLOW CAP #13156
- I.R. IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- M. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT



CERTIFICATION



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

KEVEN J. CRAWFORD, PLS IOWA LICENSE NO. 13156
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET ONLY

COOPER CRAWFORD & Associates
 Civil Engineers & Land Surveyors
 475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345

0 25 50
 SCALE: 1"=50'
 DATE: 6-7-2022
 JOB NUMBER
 CC
 2597

INDEX LEGEND

LOCATION : NW 1/4 1-80-25
 REQUESTOR: SCOTT & CAROL EASTER
 PROPRIETOR: SCOTT & CAROL EASTER
 ZACHARY EASTER & ERIN BAACK
 SURVEYOR: KEVEN J. CRAWFORD P.E., P.L.S.
 COMPANY: COOPER CRAWFORD & ASSOCIATES
 475 S 50th ST., STE. 800,
 WDM, IA 500265
 RETURN TO : KEVEN J. CRAWFORD

LEGAL DESCRIPTION '2022-1112'

A TRACT OF LAND BEING A PART OF LOT 8 OF THE OFFICIAL PLAT OF THE NORTHWEST 1/4 AND NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK CITY, POLK COUNTY, IOWA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

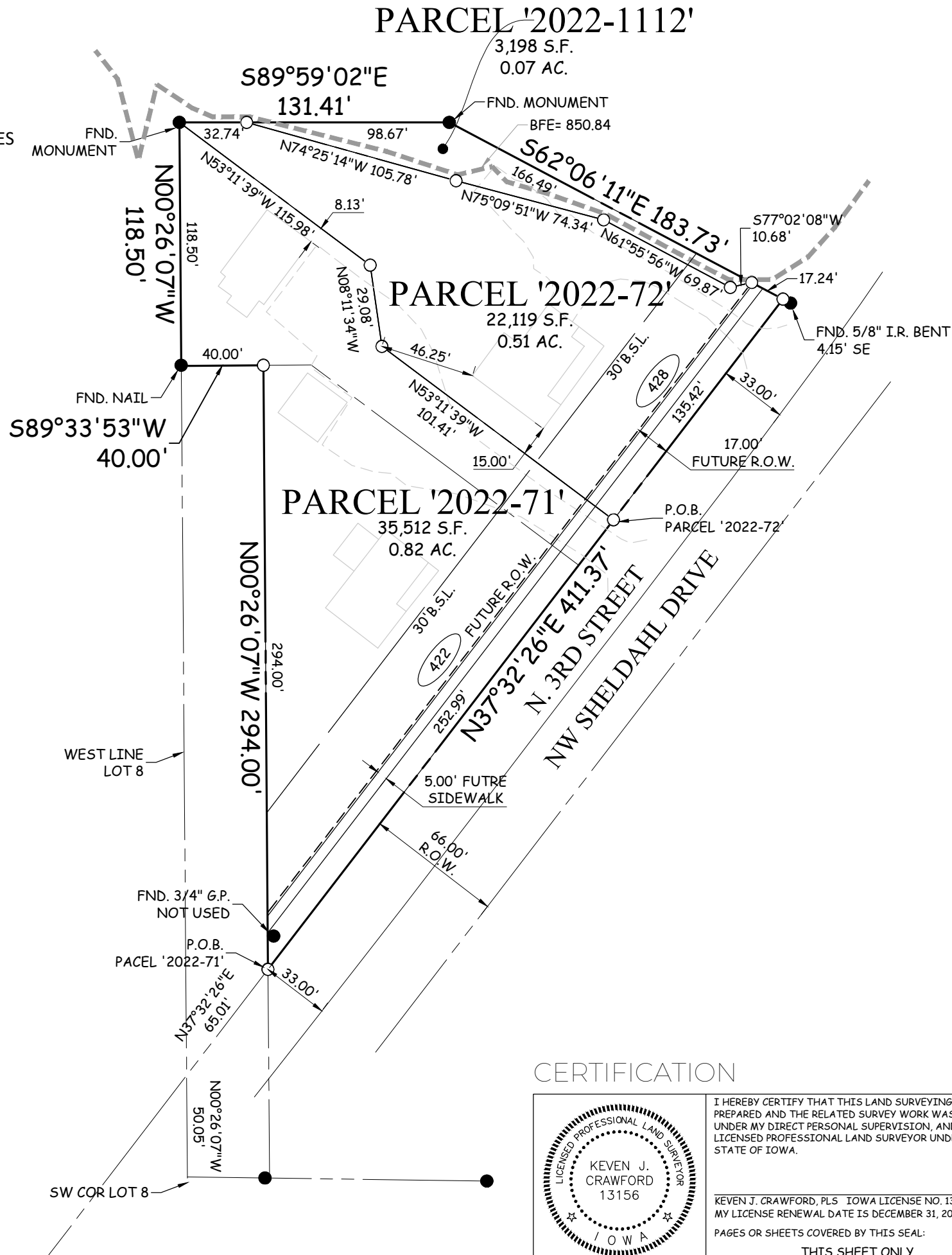
COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 OF THE OFFICIAL PLAT OF THE NORTHWEST 1/4 AND NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK CITY, POLK COUNTY, IOWA; THENCE N00°26'07"W, 50.05 FEET ALONG THE WEST LINE OF SAID LOT 8, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NW SHELDAHL DRIVE AS IT IS PRESENTLY ESTABLISHED; THENCE N37°32'26"E, 318.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE N53°11'39"W, 101.41 FEET; THENCE N08°11'34"W, 29.08 FEET; THENCE N53°11'39"W, 115.98 FEET TO THE WEST LINE OF SAID LOT 8; THENCE S89°59'02"E, 32.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°59'02"E, 98.67 FEET; THENCE S62°06'11"E, 166.49 FEET; THENCE S77°02'08"W, 10.68 FEET; THENCE N61°55'56"W, 69.87 FEET; THENCE N75°09'51"W, 74.34 FEET; THENCE N74°25'14"W, 105.78 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.07 ACRES MORE OR LESS.

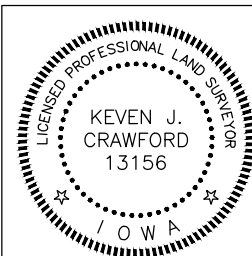
SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

SURVEYOR'S NOTES

1. THIS SURVEY HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.
2. EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000.
3. LOT CORNERS SHALL BE SET WITHIN ONE YEAR OF RECORDING.
4. BEARINGS ARE BASED ON AN ASSUMED BEARING.
5. FIELD WORK COMPLETED ON APRIL 1, 2022.
6. PURPOSE OF SURVEY IS FOR LOT LINE ADJUSTMENT ONLY.
7. THE DRIVEWAY FOR PARCEL '2022-71' WILL BE MODIFIED TO REMOVE THE ENCROACHMENT ONTO PARCEL '2022-72'.
8. NO NEW DRIVEWAYS ARE PERMITTED FOR PARCEL '2022-71' OR PARCEL '2022-72'.
9. INDIVIDUAL MAILBOXES SHALL NOT BE PERMITTED FOR PARCELS '2022-71' OR '2022-72'. MAIL DELIVERY SHALL BE PERMITTED IN A CLUSTER MAILBOX (CBU) ONLY AND THE LOCATION FOR SAID CBU SHALL BE AS APPROVED BY THE PUBLIC WORKS DIRECTOR.
10. THE FUTURE SIDEWALK SHALL BE INSTALLED AT SUCH TIME AS DIRECTED BY THE PUBLIC WORKS DIRECTOR.



CERTIFICATION



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

KEVEN J. CRAWFORD, PLS IOWA LICENSE NO. 13156
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL:
 THIS SHEET ONLY

PLAT OF SURVEY

PREPARED FOR

SCOTT & CAROL EASTER
 POB 322
 POLK CITY, IOWA 50226-0322

SETBACKS

FRONT: 30'
 REAR: 40'
 SIDE: 0'

LEGAL DESCRIPTION '2022-71'

A TRACT OF LAND BEING A PART OF LOT 8 OF THE OFFICIAL PLAT OF THE NORTHWEST 1/4 AND NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK CITY, POLK COUNTY, IOWA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 OF THE OFFICIAL PLAT OF THE NORTHWEST 1/4 AND NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK CITY, POLK COUNTY, IOWA; THENCE N00°26'07"W, 50.05 FEET ALONG THE WEST LINE OF SAID LOT 8, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NW SHELDAHL DRIVE AS IT IS PRESENTLY ESTABLISHED; THENCE N37°32'26"E, 65.01 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE N00°26'07"W, 294.00 FEET PARALLEL WITH AND 40.00 FEET EAST OF THE WEST LINE OF SAID LOT 8; THENCE S89°33'53"W, 40.00 FEET TO THE WEST LINE OF SAID LOT 8; THENCE N00°26'07"W, 118.50 FEET ALONG SAID WEST LINE; THENCE S53°11'39"E, 115.98 FEET; THENCE S08°11'34"E, 29.08 FEET; THENCE S53°11'39"W, 101.41 FEET, TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE S37°32'26"W, 252.99 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.82 ACRES MORE OR LESS.

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

LEGAL DESCRIPTION '2022-72'

A TRACT OF LAND BEING A PART OF LOT 8 OF THE OFFICIAL PLAT OF THE NORTHWEST 1/4 AND NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK CITY, POLK COUNTY, IOWA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 OF THE OFFICIAL PLAT OF THE NORTHWEST 1/4 AND NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK CITY, POLK COUNTY, IOWA; THENCE N00°26'07"W, 50.05 FEET ALONG THE WEST LINE OF SAID LOT 8, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NW SHELDAHL DRIVE AS IT IS PRESENTLY ESTABLISHED; THENCE N37°32'26"E, 318.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE N53°11'39"W, 101.41 FEET; THENCE N08°11'34"W, 29.08 FEET; THENCE N53°11'39"W, 115.98 FEET TO THE WEST LINE OF SAID LOT 8; THENCE S89°59'02"E, 32.74 FEET; THENCE S74°25'14"E, 105.78 FEET; THENCE S75°09'51"E, 74.34 FEET; THENCE S61°55'56"E, 69.87; THENCE N77°02'08"E, 10.68 FEET; THENCE S62°06'11"E, 17.24 FEET TO A POINT OF SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE S37°32'26"E, 135.42 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING

SAID TRACT OF LAND CONTAINS 0.51 ACRES MORE OR LESS.

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

LEGEND

- PLAT BOUNDARY
- ▲ SECTION CORNER
- FOUND CORNER AS NOTED
- SET CORNER 5/8" IR W/ YELLOW CAP #13156
- I.R. IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- M. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT

COOPER CRAWFORD & Associates
 Civil Engineers & Land Surveyors
 475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345



0 25 50
 SCALE: 1"=50'
 DATE: 6-7-2022
 JOB NUMBER
 CC
 2597

**QUIT CLAIM DEED
Recorder's Cover Sheet**

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266, Phone: (515) 274-1450

Taxpayer Information: City of Polk City, 112 S 3rd Street , PO Box 426, Polk City, IA 50226

Return Document To: City of Polk City, 112 S 3rd Street , PO Box 426, Polk City, IA 50226

Grantors: Zach S. Easter and Erin P. Easter

Grantees: City of Polk City

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of Ten Dollar(s) and other valuable consideration, Zach S. Easter and Erin P. Easter, husband and wife, as joint tenants with full rights of survivorship, and Scott D. Easter and Carol L. Easter, husband and wife, as joint tenants with full rights of survivorship, do hereby collectively Quit Claim to City of Polk City, a municipal corporation organized and existing under the laws of Iowa, all our right, title, interest, estate, claim and demand in the following described real estate in Polk County, Iowa:

THE SOUTHEASTERLY 17.00 FEET OF PARCEL '2022-71' AND PARCEL '2022-72' LYING NORTHWESTERLY OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY OF NORTH 3RD STREET (NW SHELDAHL DRIVE) AS IT IS PRESENTLY ESTABLISHED.

SAID TRACT OF LAND CONTAINS 0.16 ACRES MORE OR LESS.

This deed is exempt according to Iowa Code 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____.

Zach S. Easter, Grantor

Erin P. Easter, Grantor

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____ by Zach S. Easter and Erin P. Easter, husband and wife, as joint tenants with full rights of survivorship.

Signature of Notary Public

Scott D. Easter, Grantor

Carol L. Easter, Grantor

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me on _____ by
Scott D. Easter and Carol L. Easter, husband and wife, as joint tenants with full rights of
survivorship.

Signature of Notary Public

RECORD OF LOT TIE

WHEREAS, the City Council of Polk City approved a Plat of Survey for Parcel 2022-72 and 2022-1112 located at 428 N. 3rd Street in Polk City, Polk County, Iowa; and

WHEREAS, Zachary S. Easter and Erin P. Easter (hereinafter referred to as “Owners”) state that they are the owners of both parcels (hereinafter referred to as “Properties”) which are more particularly described in Exhibit “A” attached hereto; and

WHEREAS, Parcel 2022-1112 includes the regulated floodplain and is therefore unbuildable and does not meet the requirements of the Zoning Ordinance as an independent parcel; and

WHEREAS, it is the desire of the City of Polk City and Owners to combine said Properties into one parcel for the purpose of permanently tying the properties together.

NOW, THEREFORE, Owners do hereby impose the following restrictions:

1. That Parcel 2022-1112 is now part and parcel with Parcel 2022-72; and
2. That no portion of said Properties shall be transferred, sold, or conveyed independent of the remainder of the Properties, without the approval of the City Council, upon recommendation of the Planning and Zoning Commission, of the City of Polk City, Iowa.

This Agreement shall be deemed to run with the land and shall be binding on Grantor and on Grantor’s heirs, lessee, occupants, successors and assigns.

Signature Page to Follow

SIGNED on this _____ day of _____ 2022.

PROPERTY OWNERS:

Zachary S. Easter

Erin P. Easter

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ___ day of _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Zachary S. Easter and Erin P. Easter, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged Zachary S. Easter and Erin P. Easter executed this instrument as their voluntary act and deed.

Notary Public in and for the State of Iowa
My Commission expires _____

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Jenny Coffin, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Polk City by Resolution No. _____, passed on the ___ day of _____, 2022, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2022.

Jenny Coffin, City Clerk of Polk City, Iowa

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
COMMONLY KNOWN AS 428 N. 3RD STREET, POLK CITY, IOWA

PARCEL 2022-72:

A TRACT OF LAND BEING A PART OF LOT 8 OF THE OFFICIAL PLAT OF THE NORTHWEST ¼ AND NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK CITY, POLK COUNTY, IOWA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 OF THE OFFICIAL PLAT OF THE NORTHWEST 1/4 AND NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK CITY, POLK COUNTY, IOWA; THENCE N00°26'07"W, 50.05 FEET ALONG THE WEST LINE OF SAID LOT 8, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NW SHELDAHL DRIVE AS IT IS PRESENTLY ESTABLISHED; THENCE N37°32'26"E, 318.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE N53°11'39"W, 101.41 FEET; THENCE N08°11'34"W, 29.08 FEET; THENCE N53°11'39"W, 115.98 FEET TO THE WEST LINE OF SAID LOT 8; THENCE S89°59'02"E, 32.74 FEET; THENCE S74°25'14"E, 105.778 FEET; THENCE S75°09'51"E, 74.34 FEET; THENCE S61°55'56"E, 69.87; THENCE N77°02'08"E, 10.68 FEET; THENCE S62°06'11"E, 17.24 FEET TO A POINT OF SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE S37°32'26"E, 135.42 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 0.51 ACRES MORE OR LESS. SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

AND

PARCEL 2022-1112:

A TRACT OF LAND BEING A PART OF LOT 8 OF THE OFFICIAL PLAT OF THE NORTHWEST 1/4 AND NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK CITY, POLK COUNTY, IOWA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8 OF THE OFFICIAL PLAT OF THE NORTHWEST 1/4 AND NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., POLK CITY, POLK COUNTY, IOWA; THENCE N00°26'07"W, 50.05 FEET ALONG THE WEST LINE OF SAID LOT 8, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NW SHELDAHL DRIVE AS IT IS PRESENTLY ESTABLISHED; THENCE N37°32'26"E, 318.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ; THENCE N53°11'39"W, 101.41 FEET; THENCE N08°11'34"W, 29.08

FEET; THENCE N53°11'39"W, 115.98 FEET TO THE WEST LINE OF SAID LOT 8;
THENCE S89°59'02"E, 32.74 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUING S89°59'02"E, 98.67 FEET; THENCE
S62°06'11"E, 166.49 FEET; THENCE S77°02'08"W, 10.68 FEET; THENCE N61°55'56"W,
69.87 FEET; THENCE N75°09'51"W, 74.34 FEET; THENCE N74°25'14"W, 105.78 FEET TO
THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 0.07 ACRES MORE OR LESS. SAID TRACT OF
LAND SUBJECT TO ALL EASEMENTS OF RECORD.

AGREEMENT TO INSTALL SIDEWALK

This Agreement is made on or as of the ___ day of ___, 2022 by and between the City of Polk City, Iowa, (the “City”), a municipal corporation having its offices at City Hall 112 S. 3rd Street, Polk City, Iowa 50226; and Scott D. Easter and Carol L. Easter, husband and wife (collectively the “Property Owner”), having a residence at 422 N 3rd Street, Polk City, Iowa 50226.

Now, therefore, in consideration of the premises and the mutual obligations of the parties hereto, each them does hereby covenant and agree with the others as follows:

Article I. Installation of Sidewalk

Section 1.01. Duty to Install Sidewalk. Property Owners agree, subject to the terms of this Agreement, to install a public sidewalk along N. 3rd Street adjacent to the Property Owners’ property (hereinafter called “Property”) which is more particularly described as follows:

Parcel 2022-71 according to the Plat of Survey as recorded in Book ___ at Page ___ in Polk City, Polk County, Iowa

in compliance with the Municipal Code of the City of Polk City, Iowa; said public sidewalk improvements to include approximately 253 linear feet of 5-foot wide PCC sidewalk along with associated grading, seeding, and surface restoration.

Article II. Completion Date

Section 2.01. Completion Date. Property Owners shall install the public sidewalk in accordance with the then existing municipal ordinances within sixty (60) days of written notification from the City.

Article III. Costs

Section 3.01. Cost. Property Owners agree to install the public sidewalk at their own cost and with no cost to the City.

Article IV. Miscellaneous

Section 4.01. Binding Upon Successors in Interest. It is intended that this Agreement shall run with the land and that it shall, in any event and without regard to technical

classifications or designations, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding for the benefit and in favor of, and enforceable by the City against Property Owners, their successors and assigns, and every successor-interest to any of the Property or any part thereof, or any interest thereof, and any party in possession or occupancy of the Property or any part thereof.

Section 4.02. Failure of Property Owners to Perform. In the event that Property Owners fail to comply with any of the terms of this Agreement, the City may take such other action the City deems necessary and appropriate, including but not limited to, installation of the public sidewalk and assessment of the costs of the public sidewalk installation against the Property. In such event, the City shall be entitled to the reimbursement for all costs, fees and award amounts, if any, incurred by the City resulting from the Property Owner's failure to comply with this Agreement. In the event that said reimbursement is not paid within thirty (30) days of the City's request for payment the City shall be entitled to assess the Property for the amount paid by it, or to pursue any other remedies, whether in law or in equity, available to it.

Section 4.03. Interpretation of Contract. This Agreement shall be construed in accordance with the laws of the State of Iowa.

Section 4.04. Notices. A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; delivered personally; or sent by overnight courier service, as set out above, or to such other address, department, or individuals either may, from time to time, designate in writing and forward to the other as provided in this Article.

Section 4.05. Counterparts. This Agreement is executed in two counterparts, each of which shall constitute one and the same instrument. A copy of the Agreement, including all Exhibits, shall be maintained in the office of the City Clerk of the City.

Signature Page to Follow

In Witness Whereof, the parties have caused this Agreement to be duly executed on or as of the date first above written.

City of Polk City, Iowa

ATTEST:

By: _____
Steve Karsjen, Mayor

By: _____
Jenny Coffin, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Karsjen and Jenny Coffin, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council and that Steve Karsjen and Jenny Coffins, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Property Owners

Scott D. Easter

Carol L. Easter

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2022 before me, the undersigned, a Notary Public in and for the said State, personally appeared Scott D. Easter and Carol L. Easter, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged Scott D. Easter and Carol L. Easter executed this instrument as their voluntary act and deed.

Notary Public in and for the State of Iowa
My Commission expires _____

AGREEMENT TO INSTALL SIDEWALK

This Agreement is made on or as of the ___ day of ___, 2022 by and between the City of Polk City, Iowa, (hereinafter called “City”), a municipal corporation having its offices at City Hall 112 S. 3rd Street, Polk City, Iowa 50226; and Zachary S. and Erin P. Easter (hereinafter called Property Owners”), having a residence at 428 N 3rd Street, Polk City, Iowa 50226.

Now, therefore, in consideration of the premises and the mutual obligations of the parties hereto, each them does hereby covenant and agree with the others as follows:

Article I. Installation of Sidewalk

Section 1.01. Duty to Install Sidewalk. Property Owners agree, subject to the terms of this Agreement, to install a public sidewalk along N. 3rd Street adjacent to the Property Owners’ property (hereinafter called “Property”) which is more particularly described as follows:

Parcel 2022-72 according to the Plat of Survey recorded in Book ___ at Page ___ and Parcel 2022-1112 according to the Plat of Survey as recorded in Book ___ at Page ___ in Polk City, Polk County, Iowa

in compliance with the Municipal Code of the City of Polk City, Iowa; said public sidewalk improvements to include approximately 135 linear feet of 5-foot wide PCC sidewalk along with associated grading, seeding, and surface restoration.

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Section 4.01. Binding Upon Successors in Interest. It is intended that this Agreement shall run with the land and that it shall, in any event and without regard to technical

classifications or designations, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding for the benefit and in favor of, and enforceable by the City against Property Owners, their successors and assigns, and every successor-interest to any of the Property or any part thereof, or any interest thereof, and any party in possession or occupancy of the Property or any part thereof.

Section 4.02. Failure of Property Owners to Perform. In the event that Property Owners fail to comply with any of the terms of this Agreement, the City may take such other action the City deems necessary and appropriate, including but not limited to, installation of the public sidewalk and assessment of the costs of the public sidewalk installation against the Property. In such event, the City shall be entitled to the reimbursement for all costs, fees and award amounts, if any, incurred by the City resulting from the Property Owner's failure to comply with this Agreement. In the event that said reimbursement is not paid within thirty (30) days of the City's request for payment the City shall be entitled to assess the Property for the amount paid by it, or to pursue any other remedies, whether in law or in equity, available to it.

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Signature Page to Follow

In Witness Whereof, the parties have caused this Agreement to be duly executed on or as of the date first above written.

City of Polk City, Iowa

ATTEST:

By: _____
Steve Karsjen, Mayor

By: _____
Jenny Coffin, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Karsjen and Jenny Coffin, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council and that Steve Karsjen and Jenny Coffins, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Property Owners

Zachary S. Easter

Erin P. Easter

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2022 before me, the undersigned, a Notary Public in and for the said State, personally appeared Zachary S. Easter and Erin P. Easter, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged Zachary S. Easter and Erin P. Easter executed this instrument as their voluntary act and deed.

Notary Public in and for the State of Iowa
My Commission expires _____

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 2022, as **PARK AND RECREATION MONTH** in Polk City, Iowa.

Dated this 27th day of June 2022.

Steve Karsjen, Mayor