# Agenda -Notice of Meeting 

Polk City | City Council
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March 28, 2022|6:00 pm
City Hall | Electronic Meeting
$* * * * * * * * * * * * * * * * * * * * * * * * * *$
Public Meeting participation in person or via phone
Call in \# 515-726-3598 Participant Code 535355
Public members can also provide comments* directly to 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 Hearings

a. The Move Rezoning Petition Public Hearing
i. First Reading of Ordinance 2022-1300
b. Public hearing on proposal to enter into a Fire Station Loan Agreement
c. Public hearing on proposal to enter into a Police Station Loan Agreement
d. Public hearing on proposal to enter into a Trails Loan Agreement
e. Public hearing on proposal to enter into an Urban Renewal Loan Agreement
i. Resolution 2022-36 taking additional action on proposals to enter into Loan Agreements, combining Loan Agreements, and providing for the levy of taxes to pay the same
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 March 14, 2022
b. City Council Work Session Meeting Minutes for March 14, 2022
c. Receive and file P\&Z Commission Meeting Minutes for March 21, 2022
d. Claims listing March 28, 2022
e. Engagement letter confirming agreement with PFM Financial Advisors LLC in the amount of $\$ 16,500$ to act as the City's financial advisor in connection with the issuance of $\$ 4,500,000$ General Obligation Corporate Purpose Bonds, Series 2022
f. Resolution 2022-37 setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with ACG Properties, LLC, Including Annual Appropriation Tax Increment Payments
g. Set Pay for new hire, Dustin Heglin, Year-Round Part-Time City Maintenance Worker, $\$ 14.00$ per hour
h. Budgeted FY 21.22 Dedicated Fiber Communication Line Install in the amount of $\$ 17,137.68$ for the Water Plant to the Water Tower with GRM Networks
i. Budgeted FY 22.23 Public Works End Loader purchase in the amount of $\$ 190,000$ plus installation of existing equipment in the amount of $\$ 22,500$
j. Police Vehicle Fleet adjustments
i. Buy-out 2019 Dodge Charger in the amount of $\$ 12,900$ and authorize the purchase of equipment for patrol
ii. Budgeted FY 22.23 Police Vehicle Lease Agreement with Ruan in the annual amount of \$20,838 effective July 2022 through July 2026

## 7. Business Items

a. Resolution 2022-38 approving Amended Preliminary Plat for Four Seasons Polk City
b. North Trunk Sewer Study with Snyder \& Associates in the amount of $\$ 21,662$
c. Snyder \& Associates Engineering Services Invoice in the amount of \$68,332.50 for January 2022 Services

## 8. Proclamations

National Library Week - April 3-9th

## 9. Reports \& Particulars

Mayor, Council, City Manager, Staff, Boards, and/or Commissions
10. 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
11. (Optional) Take action on closed session item

## 12. Adjournment

--next meeting date April 11, 2022

## AMENDED C-2 ZONING RESTRICTIONS

Date:
Project:

March 5, 2022
Move Community Center

Prepared by: Kathleen Connor
Project No.: 122.0159 .01

## GENERAL INFORMATION:

Property Owner/
Applicant:
Location:

Zoning:
C-1 (Restricted)
Requested Community Center
ACG Properties LLC (Shane \& Mandy Torres)
302. S. $2^{\text {nd }}$ Street
(c. 1944 church \& grounds)

Use:

## PROJECT BACKGROUND:



The subject property, consisting of the old church, is outlined in red on the zoning map above. In 2016, City Council approved a Comprehensive Plan amendment that updated the Future Land Use designation from this property from Civic to Civic/Commercial. City Council subsequently approved for the rezoning for this property from $\mathrm{R}-2$ to $\mathrm{C}-1(\mathrm{R})$ commercial. The zoning restriction placed on this site restricted permitted principal use of the property to funeral home only.

The applicants would now like to re-develop the church for the "Move" community center. As a result, they now request the Zoning Restrictions, as adopted with Ordinance 2016-1800, be amended such that the principal permitted use of the subject property is restricted to only allow private clubs, lodges, youth centers, or veterans organizations, except those holding a beer permit or liquor license. The applicant's request is in conformance to the Comprehensive Plan as previously amended.

The applicants understand approval of a Site Plan is required prior to further development of the Move community center, other than property maintenance.

## APPLICATION FOR AMENDED ZONING RESTRICTIONS:

The process for amending the Zoning Restrictions for the existing C-1(R) Zoning District are essentially the same as for a rezoning. The applicants have submitted a Petition to allow the principal use of the property to be restricted to only allow private clubs, lodges, youth centers, or veterans organizations, except those holding a beer permit or liquor license. The applicants have submitted the required Petition and obtained consent to the proposed amendment to the existing
zoning restrictions from the owners of $50.68 \%$ of the area within the 250 ' buffer surrounding the proposed rezoning.

## RECOMMENDED ACTION:

At their meeting, the Planning \& Zoning Commission recommended approval of the proposed amendment to the zoning restrictions subject to the applicant's completion of a traffic study for review and city acceptance prior to City Council approval of the Site Plan. As discussed, the scope of this study will be determined by the City Engineer.

In the opinion of Snyder \& Associates' Principal Traffic Engineer, the best fit land use for this site is Land Use 495 (Recreational Community Center), however building square footages in ITE are much larger than the facility on this site. Using this land use, and assuming a maximum gross floor area of no more than 10,000 square feet for the building, the estimated peak hour trip generation for the site is 25 trips. Since Polk City Code requires a TIS for sites generating more than 100 peak hour trips, it is our opinion that a full Traffic Impact Study is not necessary for this project. Instead, we recommend the developer provide a memo addressing the following traffic-related concerns for review in conjunction with the Site Plan:

1. Estimated peak hour trip generation.
2. Evaluation of safe pedestrian and bicycle traffic to/from the site.
3. Evaluation of parent drop-off/ pick-up operations and associated vehicle queuing.

## RECOMMENDED ACTION:

At their meeting, the City Council may take one of the following actions:
A. Approve the applicant's request as originally presented to amend the current Zoning Restrictions on the $\mathrm{C}-1(\mathrm{R})$ subject property to allow the principal use of the property to be restricted to allow only private clubs, lodges, youth centers, or veterans organizations, except those holding a beer permit or liquor license. Funeral Homes will no longer be permitted.
B. Approve the applicant's request, subject to P\&Z's recommendation, to amend the current Zoning Restrictions on the $\mathrm{C}-1(\mathrm{R})$ subject property to allow the principal use of the property to be restricted to allow only private clubs, lodges, youth centers, or veterans organizations, except those holding a beer permit or liquor license; subject to the applicant's provision of the above-described traffic memo for review and acceptance prior to City Council approval of the Site Plan for Move Community Center. Funeral Homes will no longer be permitted.
C. Approve the applicant's request, subject to other specific recommendations as defined by City Council, to amend the current Zoning Restrictions on the C-1 (R) subject property to allow the principal use of the property to be restricted to allow only private clubs, lodges, youth centers, or veterans organizations, except those holding a beer permit or liquor license; provided the applicant agrees to said amended recommendation(s).
D. Deny the applicant's request as presented.

Petition to Amend C-1 (R) Use Restrictions to permit Community Centers in lieu of Funeral Homes

| Parcel | Current Ownership | Mailing Address | Acres Per CDA | \% of total | Consent \% |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | ACG Properties | 905 W. Bridge Road | 0.249 | 3.50\% | 3.50\% |
| 2 | Tina Klaassen-Maritim | 409 S 2nd St, Polk City IA | 0.03 | 0.42\% | 0.42\% |
| 3 | B Hat LLC | Lewis Brotherton, POB 384 Polk City IA | 0.042 | 0.59\% |  |
| 4 | Gary Fees | 4101 St | 0.005 | 0.07\% |  |
| 5 | Darrell Walker | POB 442 Polk City, IA | 0.196 | 2.75\% |  |
| 6 | Michelle \& Markis Hyden | 110 W. Church, Polk City IA | 0.172 | 2.41\% | 2.41\% |
| 7 | First Choice Rennovations LLC | POB 483 Ankeny, IA 50021-0483 | 0.163 | 2.29\% | 2.29\% |
| 8A | Charles \& Kay Triplett | 309 S 2nd Street, Polk City IA | 0.141 | 1.98\% | 1.98\% |
| 8B | Tanner Dean Owen | 305 S 2nd Street, Polk City IA | 0.123 | 1.73\% |  |
| 9 | Shelby Ellsberry \& Matthew Williams | 101 W Church, Polk City | 0.264 | 3.71\% | 3.71\% |
| 10 | Shirley Reynolds | POB 12, Polk City IA | 0.264 | 3.71\% |  |
| 11 | Frances \& William Magie | 301 S 2nd St, Polk City IA | 0.264 | 3.71\% | 3.71\% |
| 12 | Nancy \& Scott Lockwood | 6550 NE 41st Ave, Altoona, IA 50009-9515 | 0.284 | 3.99\% | 3.99\% |
| 13 | Charles \& Kara Donley | 212 1st St, Polk City IA | 0.126 | 1.77\% | 1.77\% |
| 14 | Dalton Murray | 208 1st St, Polk City IA | 0.119 | 1.67\% |  |
| 15 | Rebecca Fertig | 202 1st St, Polk City | 0.193 | 2.71\% | 2.71\% |
| 16 | R T \& T LLC (Tom Gratias) | 1350 NW 138th St STE 500, Clive Ia 50325-8378 | 0.264 | 3.71\% |  |
| 17 | Michael Bueltel | POB 353, Polk City lowa | 0.245 | 3.44\% |  |
| 18 | John \& Kim Boelkes | POB 155, Polk City IA | 0.244 | 3.43\% |  |
| 19 | John \& Marsha Lindahl | 202 W VanDorn St | 0.113 | 1.59\% | 1.59\% |
| 20 | K Ventures LLC (Maximum Prop) | 711 SE 6th Street, Grimes IA 50111-1024 | 0.112 | 1.57\% | 1.57\% |
| 21 | Maximum Properties LLC | 711 SE 6th Street, Grimes IA 50111-1024 | 0.225 | 3.16\% | 3.16\% |
| 22 | City of Polk City |  |  |  |  |
| 22 | City of Polk City |  |  |  |  |
| 23 | NW Bell Telephone Co | Qwest, 1801 California St Stue 2500 Denver Co 80202-2638 | 0.135 | 1.90\% |  |
| 24 | Richard Sweet | 305 W. Church | 0.176 | 2.47\% | 2.47\% |
| 25 | Norman \& Shirley Reynolds | POB 12, Polk City IA | 0.113 | 1.59\% |  |
| 26 | Michael Bueltel (signed by Theresa Bruske) | POB 353, Polk City lowa | 0.284 | 3.99\% |  |
| 27 | Michael Bueltel | POB 353, Polk City lowa | 0.339 | 4.76\% |  |
| 28 | Karla Vander Kolk | POB 213 Polk City IA | 0.037 | 0.52\% |  |
| 29 | Kyle Mentzer | 301 W. Grimes, Polk City IA | 0.099 | 1.39\% |  |
| 30 | John Pearce | POB 38 Polk City IA | 0.264 | 3.71\% | 3.71\% |
| 31 | Tracy \& Vicky Robinson | 314 W Church St, Polk City IA | 0.255 | 3.58\% |  |
| 32 | Kevin Kopaska | 413 S 3rd St, Polk City IA | 0.194 | 2.72\% | 2.72\% |
| 33 | Richard Smith | 400 S 2nd St, Polk City IA | 0.244 | 3.43\% |  |
| 34 | Carroll Lister | POB 121 Polk City IA | 0.15 | 2.11\% |  |
| 35 | Debra Woolsoncroft | 401 S 3rd St, Polk City IA | 0.122 | 1.71\% | 1.71\% |
| 36 | Laurel Friedman | 314 S 2nd Street | 0.263 | 3.69\% |  |
| 37 | Jacob Burns | 307 1st St, Polk City IA | 0.075 | 1.05\% | 1.05\% |
| 38 | Susan Ewing | POB 144 Polk City IA | 0.091 | 1.28\% | 1.28\% |
| 39 | T\&M Real Estate LLC | POB 1277 Johnston, IA 50131-9422 | 0.066 | 0.93\% | 0.93\% |
| 40 | David \& Peggy McCombs | 114 E Church St, Polk City IA | 0.002 | 0.03\% | 0.03\% |
| 41 | City of Polk City |  |  |  |  |
| 42 | Rosemary \& Richard Taylor | 402 W Van Dorn St, Polk City IA | 0.11 | 1.54\% | 1.54\% |
| 43 | Georgene \& Dennis White | POB 42 Polk City IA | 0.173 | 2.43\% | 2.43\% |
| 44 | Darrell \& Audrey Rude | POB 474 Polk City IA | 0.006 | 0.08\% |  |
| 45 | Del Properties LLC | 1409 Prairie Ridge Dr, Polk City IA | 0.003 | 0.04\% |  |
| 46 | Polk City American Legion PT 232 | POB 337 Polk City IA | 0.001 | 0.01\% | 0.01\% |
| 47 | Tanya Peacock | 109 W Van Dorn St, Polk City IA | 0.027 | 0.38\% |  |
| 48 | Penta Partners LLC | 7300 Westown Pkwy Ste 310, West Des Moines IA 50266-2527 | 0.038 | 0.53\% |  |
| 49 | City of Polk City |  |  |  |  |
| 50 | Snyder Reality Co |  | 0.018 | 0.25\% |  |
|  |  | TOTALS | 7.123 | 100.00\% | 50.68\% |



MOVE, LLC
302 S. 2nd Street
P.O. Box 32

Polk City, IA 50226

City of Polk City
112 S. 3rd Street
Polk City, Iowa 50226
December 28, 2021

## Re: Letter of petition for usage change

Dear Committee and Council Members,

We are writing to request a usage change for 302 South 2 nd Street, Polk City from funeral home to civic - private clubs, lodges, youth centers, community centers or veterans' organizations, except those holding a beer permit or liquor license. Attached please find a packet containing the new floor plans, site plans, and structural engineer drawings for the changes to the main floor of the building.

Our vision is to revitalize the church building and open Move, LLC. At Move, our mission will be to provide a safe, relaxed space for our community that encourages play, invites creativity, and fosters connection. Move will be a game lounge space and more. It seeks to fill a gap by providing a space for youth and families to unwind and have fun. Our desire is to keep the character of the building and provide a comfortable, inviting atmosphere that honors the purpose of the church building - to serve the community.

We have purchased the building and begun taking steps towards preserving it and making it water tight with a new roof and new drainage system in the basement as well as some demolition in the basement to get a better idea of what lies ahead.

* The sanctuary will be dropped on one end to provide a level area for table games (pool, ping pong, etc) while allowing us to keep the stage \& library.
* The former office \& foyer area will become a concession/merchandise area with tables and chairs for board games, puzzles, or reading. This is also where we will install a platform lift to provide access to the basement.
* In the basement, there will be a community room (with kitchen \& new ADA restrooms), a craft room, small photo studio space, and small meeting rooms. All areas will be utilized for MOVE, LLC activities and be available for rent.
* Outside, a small deck would be added (with handicap ramp) to provide a small amount of outdoor seating. More seating areas and landscaping will be added to the green space with yard games and bike racks available. The current electronic sign on 3rd street will be removed and replaced with a monument sign and signage on the building. Gooseneck lights will be added to the building to help illuminate the parking lot.

We have notified neighbors of our intentions by mail and held an open house at the building (August 14th, 2021). Excited to progress with this project and provide this space for our community, it is our hope that you will grant the usage change needed. Should you have any questions or concerns, we would be delighted to discuss this project with you. Thank you for your time and consideration.

Sincerely,


# AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA, BY AMENDING THE ZONING RESTRICTIONS ON PROPERTY LOCATED AT 302 S $2^{\text {ND }}$ STREET 

WHEREAS, on the $13^{\text {th }}$ day of June 2016, the City Council approved the rezoning of the property described in the attached Exhibit "A" from R-2 One and Two-Family Residential District to C-1(R) Central Business District with principal permitted use of the property restricted to allow only a Funeral Home; and

WHEREAS, on the 21st day of February 2022, the Planning \& Zoning Commission recommended that the City Council amend the zoning restrictions such that the principal permitted use of the property described in the attached Exhibit "A" be restricted to only allow private clubs, lodges, youth centers, or veterans organizations, except those holding a beer permit or liquor license; and

WHEREAS, on the $\qquad$ day of $\qquad$ , 2022, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to amend the zoning restrictions on said property.

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

Section 1: That the Municipal Code of the City of Polk City, Iowa, be and is hereby amended by amending the zoning restrictions for as such that the principal permitted use of the property described in the attached Exhibit "A" is restricted to only allow private clubs, lodges, youth centers, or veterans organizations, except those holding a beer permit or liquor license to the property described above.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED AND APPROVED this $28^{\text {th }}$ day of March 2022

## ATTEST:

First Reading:
Second Reading: $\qquad$
Third Reading:
Date Adopted: $\qquad$
Date of Publication:

## EXHIBIT "A:

Legal Description for the C-1 (R) Central Business District:
LOTS 1 AND 2 IN BLOCK 17, IN THE TOWN OF POLK CITY, POLK COUNTY, IOWA
AND
ALL OF THE 16.5 FOOT WIDE NORTH AND SOUTH ALLEY RUNNING IN A NORTHEASTERLY AND SOUTHWESTERLY DIRECTION IN THE CENTER OF BLOCK 17, TOWN OF POLK CITY (FORMERLY DESCRIBED AS POLK CITY ADDITION), NOW INCLUDED IN AND FORMING A PART OF THE TOWN OF POLK CITY, IOWA, EXCEPT THE EASTERLY 8.00 FEET OF A NORTHEAST AND SOUTHWEST ALLEY LYING ADJACENT TO LOT 4 IN BLOCK 17, THE EASTERLY 8.00 FEET OF SAID NORTHEAST TO SOUTHWEST ALLEY IN BLOCK 17 EXTENDED 8.00 FEET NORTHEAST OF THE NORTHEASTERLY LINE OF SAID LOT 4.

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

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

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

AND
that part of the northwesterly half of s 2nd street lying southwesterly of the CENTERLINE OF W WOOD STREET AND NORTHEASTERLY OF THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 8.00 FEET OF THE VACATED ALLEY ADJACENT TO THE SOUTHWESTERLY LINE OF THE LOT 1, BLOCK 17, TOWN OF POLK CITY, POLK COUNTY, IOWA

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

CONTAINING 0.88 ACRES ( 38,406 SQUARE FEET).

## City of Polk City, Iowa

City Council Agenda Communication

Date: March 28, 2022 City Council Meeting<br>To: Mayor Steve Karsjen \& City Council<br>From: Chelsea Huisman, City Manager

Subject: Public Hearing on proposal to enter into Loan Agreements \& Resolution to approve to enter into Loan Agreements

BACKGROUND: On Monday evening, the City Council will hold 4 separate Public Hearings to enter into loan agreements for 4 planned projects. The Council will hold the 4 public hearings and then approve a resolution to enter into the loan agreements, combine the loan agreements and allow for the levying for taxes to re-pay the loans. The projects are identified below:

1. Fire Station Improvements-not to exceed $\$ 700,000$ to remodel the Municipal Fire Station
2. Police Station-not to exceed $\$ 650,000$ to purchase land for a future Police Station
3. Trail Project-not to exceed $\$ 500,000$ to construct a trail south of the new intermediate elementary school, and through the proposed Regional Park property owned by the City. This project is titled the N. ${ }^{\text {rd }}$ Street Trail connection to outer city limits and is identified in the City's Capital Improvement Plan (CIP) as project \#15.
4. City Hall, an Urban Renewal Project-not to exceed $\$ 2,650,000$ to construct a new City Hall facility. This project is also identified in the City's CIP as project \#2.

ALTERNATIVES: Do not approve the agreements

FINANCIAL CONSIDERATIONS: $\$ 4,500,000$

RECOMMENDATION: It is my recommendation that the City Council approve the loan agreements, and authorize the levy of taxes for the projects.

MINUTES TO HOLD HEARINGS ON LOAN AGREEMENTS, COMBINE LOAN AGREEMENTS, AND AUTHORIZE PRELEVY

511493-7

Polk City, Iowa
March 28, 2022
The City Council of the City of Polk City, Iowa, met on March 28, 2022, at 6 o'clock p.m., at the City Hall Council Chambers in Polk City, Iowa.

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

Present: $\qquad$
Absent: $\qquad$ -.

This being the time and place specified for taking action on the proposal to enter into a Fire Station Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed $\$ 700,000$, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

This also being the time and place specified for taking action on the proposal to enter into a Police Station Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed $\$ 650,000$, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

This also being the time and place specified for taking action on the proposal to enter into a Trails Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed $\$ 500,000$, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

This also being the time and place specified for taking action on the proposal to enter into an Urban Renewal Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed $\$ 2,650,000$, the City Clerk announced that no petition had been filed asking that
the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of the loan agreement. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

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

Ayes: $\qquad$
Nays: $\qquad$
Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

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

Mayor
Attest:

## City Clerk

## RESOLUTION NO. 2022-36

Resolution taking additional action on proposals to enter into Loan Agreements, combining Loan Agreements, and providing for the levy of taxes to pay the same

WHEREAS, the City of Polk City (the "City"), in Polk County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, proposes to enter into a loan agreement (the "Fire Station Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $\$ 700,000$, for the purpose of paying the costs, to that extent, of undertaking the remodeling of a municipal fire station (the "Fire Station Project"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 28, 2022, no petition had been filed with the City asking that the question of entering into the Fire Station Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "Police Station Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $\$ 650,000$, pursuant to the provisions of Section 384.24 A of the Code of Iowa, for the purpose of paying the costs, to that extent, of acquiring land to serve as the site for a new municipal police station (the "Police Station Project"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 28, 2022, no petition had been filed with the City asking that the question of entering into the Police Station Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "Trails Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $\$ 500,000$, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the construction of recreational trails (the "Trails Project"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 28, 2022, no petition had been filed with the City asking that the question of entering into the Trails Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposes to enter into a loan agreement (the "Urban Renewal Loan Agreement" and together with the Fire Station Loan Agreement, Police Station Loan Agreement, and the Trails Loan Agreement, the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed $\$ 2,650,000$, pursuant to the provisions of Section 384.24A and Section 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the City Hall Development Project, an urban renewal project in the Polk City Urban Renewal Area \#2, authorized by action of the City Council on March 14, 2022 (the "City Hall Project" and together with the Fire Station Project, Police Station Project and Trails Project, the "Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 28, 2022, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to combine its authority under the Loan Agreements and to enter into a single loan agreement (the "Loan Agreement") and to issue General Obligation Corporate Purpose Bonds, Series 2022 (the "Bonds") in a principal amount not to exceed \$4,500,000 in evidence of its obligation thereunder, for the purpose of funding the Projects; and

WHEREAS, it is anticipated that debt service will become due on the Bonds prior to July 1, 2023, and it is now necessary to make provision for the levy of a debt service property tax in the 2022-2023 fiscal year for the payment of such anticipated principal and interest;

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

Section 1. The Fire Station Loan Agreement, Police Station Loan Agreement, the Trails Loan Agreement, and the Urban Renewal Loan Agreement are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of $\$ 263,330$.
provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by a resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the Polk County Auditor and said Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 28, 2022.

Attest:

City Clerk

MEETING MINUTES<br>The City of Polk City<br>City Council Meeting<br>6:00 p.m. March 14, 2022<br>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., March 14, 2022. The agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. Call to Order $\mid$ Mayor Karsjen called the meeting to order at 6:01 p.m.
2. Roll Call $\mid$ Walters, Dvorak, Anderson, Vogel (via phone), Sarchet | In attendance
3. Mayor Karsjen amended the agenda but adjusting 7.a. amount from $\$ 20,000$ to $\$ 19,426$

MOTION: A motion was made by Sarchet and seconded by Walters to approve the amended agenda MOTION CARRIED UNANIMOUSLY

## 4. Public Hearing

a. Mayor Karsjen opened the Public Hearing on the proposed FY 22.23 Budget at $6: 02 \mathrm{pm}$. City Clerk Coffin, said that the notice was published February 25, 2022 and March 4, 2022, and no comments had been received for or against the proposed FY 22.23 Budget. Chelsea Huisman, City Manager provided a report. No one was present to be heard for or against the proposed Budget for FY 22.23
MOTION: A motion was made by Anderson and seconded by Dvorak to close the public hearing at 6:08 pm. MOTION CARRIED UNANIMOUSLY
i. MOTION: A motion was made by Dvorak and seconded by Sarchet to approve Resolution 2022-28 approving the FY 22.23 Budget
YES: Dvorak, Vogel, Sarchet, Walters
NO: Anderson
MOTION CARRIED
b. Mayor Karsjen opened the Public Hearing on the Urban Renewal Plan Amendment at 6:09 pm. City Clerk Coffin said that the notice was published March 4, 2022, and no comments had been received for or against the proposed URP Amendment. Chelsea Huisman, City Manager provided a report. No one was present to be heard for or against the proposed URP Amendment.
MOTION: A motion was made by Sarchet and seconded by Anderson to close the public hearing at 6:10 pm.
MOTION CARRIED UNANIMOUSLY
i. MOTION: A motion was made by Walters and seconded by Anderson to approve Resolution 2022-29 to approve Urban Renewal Plan Amendment for the Polk City Area II Urban Renewal Area
MOTION CARRIED UNANIMOUSLY
5. Public Comments | None
6. Consent Items - Anderson requested to remove item O. for discussion
a. City Council Meeting Minutes for February 28, 2022
b. Receive and file Parks Commission Meeting Minutes for March 7, 2022
c. Claims listing February 28, 2022
d. February 2022 Finance Report
e. Receive and file Library Board Meeting Minutes for February 7, 2022
f. Receive and file Library Mini Stats Report for February 2022
g. Receive and file Library Director Report for February 2022
h. Receive and file the February 2022 Police Department Report
i. Receive and file the February 2022 Parks \& Recreation Department Report
j. Receive and file the February 2022 Water Department Report
k. Public Works Budgeted FY 22.23 vehicle purchase in the amount of $\$ 33,440.80$

1. Street closure on Van Dorn from $3^{\text {rd }}$ to $1^{\text {st }}$ Street from 7am to 1 pm on Saturday April 23, 2022 for Earth Day Family 5K Run/Walk event
m . Set pay for Police Officer candidate Dakota Gilleland at $\$ 27.91$ per hour contingent upon successful completion of pre-employment physical and MMPI psychological evaluation
n. Set pay for Firefighter/EMT candidate Mark Voyek at $\$ 14.64$ per hour, and $\$ 14.14$ paid on call rate contingent upon successful completion of a physical examination and background check
e. Resolution 2022-30 initiating a request for proposals for 717 Waldo St.
p. Resolution 2022-31 setting the date for public hearings and additional action on proposals to enter into General Obligation Loan Agreements and to borrow money thereunder
q. Resolution 2022-32 setting date for Public Hearing for complaints filed on tobacco sales permit violations
r. Resolution 2022-33 setting date for Public Hearing for complaints filed on tobacco sales permit violations
s. Amend the Polk City Handbook
i. Resolution 2022-34 approving Policy PA-48 Probationary Period
ii. Resolution 2022-35 approving Policy PA-49 Gym Membership

MOTION: A motion was made by Anderson and seconded by Walters to approve the amended consent agenda items MOTION CARRIED UNANIMOUSLY
6.o MOTION: A motion was made by Walters and seconded by Sarchet to approve Resolution 2022-30 initiating a request for proposals for 717 Waldo St.
YES: Sarchet, Walters, Dvorak, Vogel
NO: Anderson
MOTION CARRIED

## 7. Business Items

a. MOTION: A motion was made by Sarchet and seconded by Dvorak to approve the Budgeted FY 22.23 NE Trunk Sewer Study with Snyder \& Associates in the amount of \$19,426
YES: Dvorak, Anderson, Vogel, Sarchet
ABSTAIN: Walters
MOTION CARRIED
b. MOTION: A motion was made by Walters and seconded by Sarchet to approve the Third Reading of Ordinance 20221200 rezoning portions of the Lillskau property located west of NW $44^{\text {th }}$ Street MOTION CARRIED UNANIMOUSLY
8. Reports \& Particulars | Mayor, Council, City Manager, Staff, Boards, and/or Commissions

- Parks \& Recreation Director Thraen reported that the Summer 2022 program brochure is live online, and registration begins for Polk City residents on Monday, March $21^{\text {st }}$. He announced the newly formed Polk City Friends of Parks first event is scheduled for Saturday April $23^{\text {rd }}$ on Earth Day Run/Walk to fundraise for a shade structure at Leonard Park.
- Council Member Sarchet reviewed his thoughts on the budget, levy rate and property taxes in Iowa. He asked for anyone interested in volunteering on the Four Seasons Festival Committee to contact himself or Brigett.
- Mayor Karsjen said he would be attending the upcoming check presentations to the Police and Fire Department from the North Polk Community Foundation for the funds raised from the Gala event.

9. Adjournment

MOTION: A motion was made by Anderson and seconded by Sarchet to adjourn at 6:27 p.m.
MOTION CARRIED UNANIMOUSLY
Next Meeting Date -March 28, 2022
Steve Karsjen, Mayor
Attest

Jenny Coffin, City Clerk

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

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

| Mavor and City Council Members Present: | Staff Members Present: |
| :---: | :--- |
| Steve Karsjen \| Mayor | Chelsea Huisman \| City Manager |
| Ron Anderson \| |ro Tem | Jenny Coffin \| City Clerk/Treasurer |
| Jeff Walters \| City Council Member | Mike Schulte \| Public Works Director |
| Dave Dvorak \| City Council Member | Jamie Noack \| Library Director |
| Robert Sarchet \| City Council Member | Jim Mitchell \| Fire Chief |
| City Council Members Absent: | Jason Thraen \| Parks \& Recreation Director |
| Mandy Vogel \| City Council Member |  |
|  |  |

## Minutes

City Manager, Chelsea Huisman discussed the Main Street Iowa application process including benefits, requirements and timelines. Huisman shared examples of restoration made possible through the Main Street Iowa program in other communities and shared a video from IDA regarding the approach of the processed based program to help create economic vitality. Mayor and City Council discussed with Staff their thoughts on the program and reviewed the financial impacts as well as the coordination necessary with Go Polk City and the local businesses.

Huisman reviewed next steps in the process.
Motion was made by Anderson and seconded by Dvorak to Adjourn at 5:57 p.m.

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

Polk City, Planning and Zoning Commission (P\&Z) held a meeting at 6:00 p.m., on March 21, 2022, in the City Hall Council Chambers. The agenda was posted at the City Hall office as required by law.
These tentative minutes reflect all action taken at the meeting.

1. Call to Order | 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 $\mid$ None
5. Approval of Meeting Minutes

MOTION: A motion was made by Hankins and seconded by Triplett to approve P\&Z Commission Meeting Minutes for February 21, 2022

## MOTION CARRIED UNANIMOUSLY

6. Amended Preliminary Plat for Four Seasons Polk City

MOTION: A motion was made by Hankins and seconded by Ohlfest to recommend Council approve the Amended Preliminary Plat for Four Seasons Polk City subject to Engineering and Staff comments dated March 15, 2022

## MOTION CARRIED UNANIMOUSLY

## 7. Reports \& Particulars |

P\&Z Commission Member Sires thanked Triplett for filling in as Chair for the last couple of meetings while he was in Florida. He asked City Manager Huisman to see if City Council would initiate updating the sign ordinances for window signs, Huisman indicated she would discuss with P\&Z Council Liaison Walters and also get a legal opinion on if a change could occur.
8. Adjournment

MOTION: A motion was made by Triplett and seconded by Ohlfest to adjourn at 6:19 p.m.
MOTION CARRIED UNANIMOUSLY
Next Meeting Date - Monday, April 18, 2022

Attest:

Jenny Coffin - City Clerk

| CLAIMS REPORT |  |  |  |
| :---: | :---: | :---: | :---: |
| CITY OF POLK CITY | DATED |  | 3/28/2022 |
| VENDOR | REFERENCE |  | AMOUNT |
| 911 CUSTOM | VEST - POEN | \$ | 1,075.00 |
| ALAN HEBERER, DO | MEDICAL DIRECTOR 2 QUARTERLY | \$ | 1,000.00 |
| AMAZON BUSINESS | LIBRARY BOOKS | \$ | 202.42 |
| AMERIGROUP IOWA, INC | RESCUE OVERPAYMENT REFUND | \$ | 149.02 |
| ANKENY HARDWARE | STUD SENSOR/BATTERY | \$ | 45.98 |
| ARDICK EQUIPMENT CO. | SIGNS | \$ | 21.75 |
| ASSOC FOR RURAL/SMALL LIBRARY | MEMBERSHIP | \$ | 75.00 |
| AVESIS | CITY VISION INSURANCE | \$ | 533.66 |
| BAKER \& TAYLOR | LIBRARY BOOKS | \$ | 469.74 |
| BENCHMARK BUILDERS | PERMIT BSMT FINISH REFUND | \$ | 38.54 |
| BIBLIONIX | ANNUAL ILS SUBSCRIPTION | \$ | 2,400.00 |
| BILLY SMITH | OVERPAYMENT REFUND 21-000362 | \$ | 99.01 |
| BOMGAARS | PUBLIC WORKS SUPPLIES | \$ | 1,333.81 |
| BONNIE'S BARRICADES | ROAD CLOSURE BARRICADES | \$ | 225.20 |
| Bound Tree Medical | MEDICAL SUPPLIES | \$ | 554.79 |
| BUSINESS PUBLICATIONS CORP | PUBLICATIONS | \$ | 128.10 |
| CATCH DES MOINES | 2021 HOTEL/MOTEL TAX OCT-DEC | \$ | 974.87 |
| CENTER POINT LARGE PRINT | LARGE PRINT BOOKS | \$ | 43.74 |
| CENTURY LINK | PHONE SERVICE | \$ | 268.11 |
| CHR TIRE AND AUTO | A/C REPAIR | \$ | 174.16 |
| CITY OF POLK CITY | UB ASSISTANCE-JAN/FEB 2255012 | \$ | 375.00 |
| CIVICPLUS | WEBSITE ANNUAL 5/22-5/23 | \$ | 3,150.00 |
| CORE AND MAIN | WATER MAIN RELOCATE SUPPLIES | \$ | 3,858.69 |
| Crystal Clear Water Co | PURCHASED WATER | \$ | 44.75 |
| RLC ENTERPRISES | PEST MANAGEMENT | \$ | 194.00 |
| Delta Dental | CITY DENTAL INSURANCE | \$ | 1,075.60 |
| EMPLOYEE FAMILY RESOURCES | EAP RESOURCES X 78 EMPLOYEES | \$ | 2,920.32 |
| Ferguson Waterworks | IRRIGATION METERS/REFUND | \$ | 4,461.39 |
| FREEDOM FLATWORK | STREET REPAIR | \$ | 13,522.00 |
| Gurnsey Electric Co | REPAIR TENNIS COURT LIGHT | \$ | 170.00 |
| GWORKS | CLOUD/FRONTDESK ADDITIONAL USERS | \$ | 616.40 |
| HACH COMPANY | LAB TESTING | \$ | 622.25 |
| HAWKINS INC | CHLORINE | \$ | 584.54 |
| INTERSTATE ALL BATTERY CENTER | BATTERIES | \$ | 167.26 |
| KANSAS CITY LIFE INS. CO | CITY LIFE INSURANCE APRIL 2022 | \$ | 1,014.51 |
| KIMBALL MIDWEST | MARKING PAINT | \$ | 1,799.08 |
| MAGGIE RIVERS | BOOK CLUB BOOKS - NEA GRANT | \$ | 160.00 |
| MARTIN MARIETTA AGGREGATES | SAND FOR STREET REPAIRS | \$ | 378.11 |
| MELISSA ULBRICH | BOOK CLUB/POSTAGE REIMBURSEMENT | \$ | 232.95 |
| MERCYONE NORTH PHARMACY | RX SUPPLIES | \$ | 32.96 |
| METRO WASTE AUTHORITY | CONTRACT MANAGEMENT - FEB 2022 | \$ | 16,839.68 |
| MICROMARKETING, LLC | BOOKS ON CD | \$ | 39.94 |
| MIDAMERICAN ENERGY | ELECTRIC CHARGES | \$ | 12,367.43 |


| MIDLAND POWER CO-OP | STREET LIGHTING | \$ | 826.74 |
| :---: | :---: | :---: | :---: |
| NELSON AUTOMOTIVE | TIRE REPAIR \#22 | \$ | 25.50 |
| P \& M APPAREL | TABLE COVERING | \$ | 133.00 |
| PCC AMBULANCE BILLING | NOV/DEC2021 AMBULANCE BILLING FEE | \$ | 1,870.83 |
| RACOM | RADIO ANTENA | \$ | 30.00 |
| RANDALL FRANZEN | DULUTH TRADING - CLOTHING | \$ | 166.80 |
| RANGEMASTERS TRAINING CENTER | FN RIFLE FOR 8TH OFFICER | \$ | 1,823.80 |
| RENEWABLE ENERGY GROUP | SNOW REMOVAL FUEL | \$ | 1,819.74 |
| SARIS | BIKE RACKS | \$ | 649.98 |
| UNITED HEALTHCARE | HEALTH INSURANCE | \$ | 29,774.78 |
| VERIZON WIRELESS | PHONE AND DATA PLAN | \$ | 369.50 |
| VORTEX OPTICS | RIFLE OPTIC | \$ | 164.99 |
| Accounts Payable Total |  |  | 112,095.42 |
| GENERAL |  |  | 48,650.57 |
| ROAD USE |  |  | 23,629.05 |
| L.M.I |  | \$ | 375.00 |
| WATER |  |  | 11,647.40 |
| SEWER |  |  | 10,953.72 |
| SOLID WASTE/RECYCLING |  |  | 16,839.68 |
| TOTAL FUNDS |  |  | 112,095.42 |

## City of Polk City, Iowa

City Council Agenda Communication

| Date: | March 28, 2022 City Council Meeting |
| :--- | :--- |
| To: | Mayor Steve Karsjen \& City Council |
| From: | Chelsea Huisman, City Manager |
| Subject: | PFM Engagement Letter |

BACKGROUND: I am requesting that the City Council approve an engagement letter from PFM to act as the City's Financial Advisor for the issuance of our upcoming General Obligation bonds. The City will be issuing bonds for the Fire Station remodel, purchase of property, a trail project \& the City Hall project.

ALTERNATIVES: Do not approve the engagement letter.

FINANCIAL CONSIDERATIONS: $\$ 16,500$

RECOMMENDATION: It is my recommendation that the Council approve the engagement letter from PFM, with a do not exceed amount of $\$ 16,500$.

## Chelsea Huisman

City Manager
City of Polk City
$1123^{\text {rd }}$ Street
Polk City, IA 50226

Dear Chelsea,
The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as financial advisor to the City of Polk City, lowa (the "Client") in connection with the issuance of $\$ 4,500,000$ General Obligation Corporate Purpose Bonds, Series 2022. PFM will provide, upon request of Client, financial planning and debt issuance development services, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has not designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption."). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's disclosure statement delivered to Client together with this agreement.

PFM's services will commence as soon as practicable after the receipt of this Engagement Letter by Client and a request by Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this agreement shall be completed as agreed in writing in advance between Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, as outlined in Exhibit $\underline{B}$, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall remain in effect until all related activities associated with this transaction are complete unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this

Engagement Letter without the prior written consent of Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by email or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should Client make such a request, PFM will promptly suggest a substitute for approval by Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.

Please have an authorized official of Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

PFM FINANCIAL ADVISORS LLC


Jon Burmeister
Managing Director


## EXHIBIT A

## SCOPE OF SERVICES

Financial planning and debt issue development services (Includes short term financings, bonds, loans, letters of credit and line of credit). Upon the request of Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cashflow requirements, if necessary.
- If appropriate, develop credit rating presentation and coordinate with Client the overall presentation to rating agencies.
- Assist Client in the procurement of other services relating to debt issuance such as printing, paying agent and registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- PFM will complete a parity certificate if required by the authorizing resolutions of outstanding parity debt.
- Review the terms, conditions and structure of any proposed debt offering undertaken by Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors with respect to the furnishing of data for offering documents. PFM will assist Client in the preparation of the offering document, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents and that the ultimate responsibility remains with Client.
- Provide regular updates of bond market conditions and advise Client as to the most advantageous timing for issuing its debt.
- Advise Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make definitive recommendations regarding a proposed offering to obtain the
most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction.
- Preparation and delivery of bond financing record to Client.


## EXHIBIT B

## COMPENSATION FOR SERVICES

## 1. Fixed Rate Transaction Fees

For financial planning and debt issue development services related to the issuance of $\$ 4,500,000$ General Obligation Corporate Purpose Bonds, Series 2022. PFM will be paid a one-time fee of $\$ 16,500$, payable upon closing.

## 2. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage, internet posting and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided.

## EXHIBIT C

## INSURANCE STATEMENT

PFM has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total $\$ 5$ million and $\$ 5$ million single loss/ $\$ 10$ million aggregate, respectively. PFM also carries a $\$ 5$ million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

## 1. Deductibles/SIR:

Automobile $\$ 100$ comprehensive $\& \$ 1,000$ collision
Cyber Liability \$100,000
General Liability \$0
Professional Liability (E\&O) \$200,000
Financial Institution Bond \$50,000

## 2. Insurance Company \& AM Best Rating

| Professional Liability (E\&O) | Lloyds of London; (A; Stable) |
| :---: | :---: |
|  | AXIS Surplus Insurance Company; (A; Stable) |
| Financial Institution Bond | Berkley Regional Insurance Company; (A+; Stable) |
| Cyber Liability | Greenwich Insurance Company (A+; Stable) |
| General Liability | Valley Forge Insurance Company; (A; Stable |
| Automobile Liability | Continental Insurance Company; (A; Stable) |
| Excess/Umbrella Liability | Continental Insurance Company; (A; Stable) |
| Workers Compensation \& |  |
| Employers Liability | Continental Insurance Company; (A; Stable) |

## City of Polk City, Iowa

City Council Agenda Communication

| Date: | March 28, 2022 City Council Meeting |
| :--- | :--- |
| To: | Mayor Steve Karsjen \& City Council |
| From: | Chelsea Huisman, City Manager |

Subject: Resolution setting a date of meeting at which it is proposed to approve a development agreement with ACG Properties, LLC, Including Annual Appropriation Tax Increment payments

BACKGROUND: On Monday evening, the City Council will set a public hearing regarding entering into a development agreement with ACG Properties for their MOVE project. The public hearing will be set for Monday, April 25, 2022.

The City Council has amended its Urban Renewal Plan recently. That amendment included this project, with incentives not to exceed $\$ 110,000$ in tax increment financing over 7 years.

ALTERNATIVES: Do not set the public hearing

FINANCIAL CONSIDERATIONS: There are no financial considerations at this time. The City Council is only setting the public hearing.

RECOMMENDATION: It is my recommendation that the City Council set the public hearing for April 25, 2022.

# SET DATE FOR HEARING ON DEVELOPMENT AGREEMENT AND TAX INCREMENT PAYMENTS 

(ACG Properties, LLC)
511493-8
Polk City, Iowa
March 28, 2022
A meeting of the City Council of the City of Polk City, Iowa, was held at 6:00 o'clock p.m., on March 28, 2022, at the City Hall Council Chambers, Polk City, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: $\qquad$
Absent: $\qquad$ .

Council Member $\qquad$ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member $\qquad$ ; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: $\qquad$
Nays: $\qquad$ .

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

## RESOLUTION NO. 2022-37

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with ACG Properties, LLC, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Polk City, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Polk City Area II Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a development agreement (the "Development Agreement") with ACG Properties, LLC. (the "Company") in connection with the redevelopment of an existing commercial building on certain real property in the Urban Renewal Area for use in the business operations of a youth community center; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed $\$ 110,000$ under the authority of Section $403.9(1)$ of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This City Council shall meet on April 25, 2022, at 6 o'clock p.m., at the City Hall Council Chambers in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four (4) and not more than twenty (20) days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

## NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH ACG PROPERTIES, LLC AND AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Polk City, Iowa, will meet at the City Hall Council Chambers in Polk City, Iowa on April 25, 2022, at 6 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and ACG Properties, LLC. (the "Company") in connection with the redevelopment of an existing commercial building on certain real property in the Polk City Area II Urban Renewal Area for use in the business operations of a youth community center. The Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding $\$ 110,000$ as authorized by Section 403.9 of the Code of Iowa.

The commitment of the City to make incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Polk City Area II Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Polk City, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jenny Gibbons
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 28, 2022.

$$
\overline{\text { Mayor }}
$$

Attest:

City Clerk

On motion and vote the meeting adjourned.

> Mayor

Attest:

City Clerk

## City of Polk City, Iowa

City Council Agenda Communication

| Date: | $3 / 22 / 22$ |
| :--- | :--- |
| To: | Mayor \& City Council |
| From: | Mike Schulte |

Subject: Hiring for a Year-Round Part-Time City Maintenance Worker Position

BACKGROUND: We would like to hire Dustin Heglin to fill the vacant year-round part-time city maintenance worker position in public works. Dustin has maintenance skills in previous jobs that will fit nicely in our public works department. He also has experience in street painting, jet cleaning and plumbing. We look forward to getting him on staff after the March $28^{\text {th }}$ Council meeting.

## ALTERNATIVES: N/A

FINANCIAL CONSIDERATIONS: $\$ 14$ per hour

RECOMMENDATION: I recommend hiring Dustin Heglin to fill the vacant year-round part-time city maintenance worker position.

## City of Polk City, Iowa

City Council Agenda Communication

| Date: | $03 / 22 / 2022$ |
| :--- | :--- |
| To: | Mayor and Council |
| From: | Mike Schulte |

Subject: Budgeted Fiber Communication Line install from the Water Plant to the Water Tower-FY21/22

BACKGROUND: In the $21 / 22$ budget, we allocated $\$ 20,000$ in funds to install a dedicated fiber communication line from the water plant to the water tower. We have had numerous outages over the last few years with the existing data line that we use now. During the outages our plant does not produce water and we purchase all Des Moines water during those times. The existing data line is dedicated to Polk City from Lumen with a monthly charge of $\$ 283.69$.
As you may remember, we did the same thing a couple of years ago from the water treatment plant to the wellfield. We were having the same troubles as we are now. After the install to the wellfield our communication has worked perfectly.
We would like to use the same contractor as before which is GRM Networks. The designer for this project will be Mifber.

ALTERNATIVES: Do not approve the purchase

FINANCIAL CONSIDERATIONS: \$17137.68

RECOMMENDATION: I would recommend that Council approve the budgeted fiber communication line install from the water plant to the water tower with GRM Networks.

Estimate to place copper and fiber cable from Water plant to water tower.

| BF012R | 3772 | $\$$ | 0.30 | $\$$ | $1,127.56$ |
| :--- | ---: | :--- | :---: | :--- | ---: |
| BJ 6x22 | 3622 | $\$$ | 0.78 | $\$$ | $2,825.16$ |
| Labor for pulling cable | 3622 | $\$$ | 2.00 | $\$$ | $7,244.00$ |
|  |  |  |  |  |  |
| 17x30x24 vault | 1 | $\$$ | 320.00 | $\$$ | 320.00 |
| Labor for vault | 1 | $\$$ | 260.00 | $\$$ | 260.00 |
|  |  |  | $\$$ | 115.76 | $\$$ |
| X-pack with Enclosure |  |  |  | 115.76 |  |
| 2" Duct | 420 | $\$$ | 1.81 | $\$$ | 760.20 |
| BM 60(1)(2) labor | 420 | $\$$ | 9.25 | $\$$ | $3,885.00$ |
|  |  |  |  |  |  |
| Combination tech | 4 hours | $\$$ | 95.00 | $\$$ | 300.00 |
| Combination tech | 4 hours | $\$$ | 95.00 | $\$$ | 300.00 |

## City of Polk City, Iowa

City Council Agenda Communication

| Date: | $03 / 21 / 2022$ |
| :--- | :--- |
| To: | Mayor and Council |
| From: | Mike Schulte |
| Subject: | Budgeted End Loader Purchase (FY 22/23) |

BACKGROUND: In the FY22/23 budget we allocated $\$ 100,000$ to replace our 2009 Case front end loader. This machine is used for loading our dump trucks, hauling materials to job sites as well as snow removal. We placed a front plow and a wing plow on this machine to clean cul-de-sacs more efficiently. It has become a big part of our snow removal operations.
Like everything now, the prices have gone up significantly since we received budget pricing for this unit.
We budgeted $\$ 100,000$ and anticipate $\$ 60,000$ for the sale of the 2009 Case. $(\$ 160,000)$
The cost for the new front-end loader is $\$ 190,000$ plus the installation of our existing plow equipment at a cost of $\$ 22,500$. $(\$ 212,500)$
We were under our budget amount on both the dump truck and vehicle purchase in the FY22/23 budget that has been approved at previous council meetings that could be applied to this purchase. $(\$ 33,131)$

| New Case End Loader | $\$ 212,500$ |
| :--- | ---: |
| Budgeted amount plus sale of the 2009 | $-\$ 160,000$ |
| Budgeted savings on other equipment | $-\underline{\$ 33,131}$ |
| Amount needed to make up | $\$ 19,369$ |

I would plan to make this amount up by dividing this amount across the Water, Sewer and R.U.T operating budgets in FY22/23.

In my opinion, if we would wait to budget this purchase in a future year the cost will be higher then right now.

The estimated time of delivery is 12 months.
ALTERNATIVES: Do not approve

FINANCIAL CONSIDERATIONS: \$212,500

RECOMMENDATION: I recommend that Council approve Titan Machinery's Quote \#333746 of \$190,000 for a new Case End Loader and Falls Equipment for installation of existing plow equipment in the amount of $\$ 22,500$.

TITAN MACHINERY

2290 54TH AVE NE, DES MOINES, IA | 515-974-5100

Quotation \# 333746

Quote Date: 2/10/2022
Quote Valid Until:
TIM DAVIS

Telephone: 515-984-6233
Cell Phone: -

## PURCHASED EQUIPMENT:

| (1) NEW 1306860 | QUICK QUOTE QQCE, Serial \# QQ |  |
| :--- | :--- | :--- |
|  | Total Delivery Charge: | $\$ 190,000.00$ |
| TRADE-IN EQUIPMENT: | Total Price: $\frac{\$ 0.00}{\$ 190,000.00}$ |  |
|  |  |  |

## QUOTE SUMMARY:

RETAIL FINANCE TERMS:
Total Equipment/Trade Difference:
$\$ 190,000.00$ Other Options/Fees: Sales Tax:
$\$ 0.00$
Total Balance Due: $\quad \$ 190,000.00$

| Payment Schedule |  |  |  |
| :---: | :---: | :---: | :---: |
| EST. NO. OF <br> PAYMENTS | EST. PERIOD <br> OF PAYMENTS | EST. BEGINNING <br> MMIDDMYYY | EST. AMOUNT OF <br> EACH PAYMENT |
|  | O months |  | $\$ 0.00$ |

> * This price is with cberrent pricing /progress
> * This is with the machine spaced to use the snow plow.

* includes a radial snow tire, but not the same as existing * does not include wing plow mounting but does include hydralies + elect. hookups for Falls


## Randy Franzen

From:
Sent:
To:
Subject:
Attachments:

Connor Gray < cgray@murphytractor.com>
Friday, February 18, 2022 8:49 AM
Randy Franzen
Deere Loader Quote
524 P Quote.pdf
$195,000.00$

Good Morning Randy,

Attached is a quote for a John Deere 524 P Loader that is spec'd as we discussed. I did not add any additional warranty on this quote, but I can add that if you'd like. I know we discussed different ideas for those alliance tires you want on it. What I ended up doing is spec' ing the machine without tires, just wheels. Then we will have Pomp's come and install the Alliance tires on it. Pomp's did say they were a fairly expensive option, so if you would rather swap tires on your existing machine, or save those for winter and order the machine with cheaper tires, I can do that as well. Hopefully this gives you an idea though.

Also, we can have the machine completely ready to go to run your snow wing. There is a Deere Joystick kit, which I included, that can run the wing and your front attachment.

Let me know if you have any questions.

Thanks,

Conner

## Conner Gray

 Territory Sales Manager
## 5087 E BROADWAY AVE

DES MOINES IA 50317-4744
Ph: 515-263-0055 • Cell: 515-314-9248 • Fax: 515-263-0002
Murphy Tractor \& Equipment Co. murphytractor.com
The content of this e-mail (meluding any attachments) is strictly confident al and may be commgrially sensitive. It you are not the intended recent please advise the sender immediately by return e-mail. delete this e-mall and destroy any conies,

| From: | Derek A. Assman [Derek.Assman@zieglercat.com](mailto:Derek.Assman@zieglercat.com) |
| :--- | :--- |
| Sent: | Sunday, March 20, 2022 9:14 PM |
| To: | Randy Franzen |
| Cc: | Austin J. Barth |
| Subject: | Ziegler CAT - 926 Quote |
| Attachments: | City of Polk City.926.rtf; CAT.926.pdf |

Hey Randy,
Derek A. Assman [Derek.Assman@zieglercat.com](mailto:Derek.Assman@zieglercat.com)
Sent:
Sunday, March 20, 2022 9:14 PM
To:
Randy Franzen
Austin J. Barth
Ziegler CAT - 926 Quote
City of Polk City.926.rtf; CAT.926.pdf

Apologize for the delay, attached is the quote on a NEW 926 with ACS coupler, ACS bucket, tires like kind to the ones you currently run on 621 CASE and tall the mounting brackets, wiring, hydraulic lines for the FALLS snow wing. It doesn't include a new snow wing.

I have also attached a spec sheet for reference.
For this week I will be out of the office. I have CC'd Austin Barth on this email. Any questions can be sent to him and I will stop out and see you the following week. If Polk City decides to go a different direction, we appreciate the opportunity and let us know if there are any other equipment quotes needed.

Thanks

## Derek Assman

Territory Manager | Ziegler CAT
1600 Ziegler Drive NW | Altoona, IA 50009
p 515.957.3980 | c 515.344.5965 |f 515.957.3881
www.zieglercat.com

## ZIEGLER CAT

From: Randy Franzen [rfranzen@polkcityia.gov](mailto:rfranzen@polkcityia.gov)
Sent: Thursday, March 17, 2022 9:49 AM
To: Derek A. Assman [Derek.Assman@zieglercat.com](mailto:Derek.Assman@zieglercat.com)
Subject: RE:
Derek Any news on the quote yet. Randy

From: Derek A. Assman [Derek.Assman@zieglercat.com](mailto:Derek.Assman@zieglercat.com)
Sent: Monday, March 14, 2022 7:54 AM
To: Randy Franzen [rfranzen@polkcityia.gov](mailto:rfranzen@polkcityia.gov)
Subject: Re:
Good morning Randy,
Apologize for the delay, I expect to have all answers today and quote you today.
Thanks

## City of Polk City, Iowa

City Council Agenda Communication

Date: March 25, 2022<br>To: Mayor \& City Council<br>From: Chief Jeremy Siepker<br>Subject: Purchase of 2019 Dodge Charger (Chief Vehicle) from Keltek Inc. \& Lease Purchase of 2022 Chevrolet Tahoe

BACKGROUND: In October 2022 the four-year vehicle lease for our 2019 Dodge Charger (Chief Vehicle) with Keltek Inc. will be completed. The City has been given the option of purchasing out the vehicle or return the vehicle to Keltek Inc. upon completion of the agreement. The residual value of this vehicle is $\$ 12,900.00$. This is the cost for the city to purchase.

I am proposing to purchase the vehicle for $\$ 12,900$ and add equipment to the vehicle to add the vehicle to the fleet. Our current patrol fleet is deteriorating with several vehicles either at or close to passing 100,000 in mileage and still in-service. The 2019 Charger has low miles ( 28,000 miles) and low engine hours.

As of March 25, 2022 we have the following vehicles that are currently being used as front-line patrol cars that need to be replaced or taken out of service. We anticipate the canine, Eudoris, will still be in service 2-3 years so that vehicle will need to be stretched through the working life of our canine. From my experience working for three different cities, similar in size, the service life of a patrol vehicle should only be 3-4 years. We have two that have been in service 7 years and a third for 5 years and counting.

- 2015 Ford Explorer (K9): 93,953 mileage, 10,835engine hours
- 2017 Dodge Charger: 98,106 mileage, 13,749 engine hours
- 2015 Dodge Charger: 101,997 mileage, 12,996 engine hours (3-25-22)

By adding this vehicle to the fleet, the Chief will need a new vehicle. I would recommend we enter into a new lease agreement with a pursuit rated 2022 Chevrolet Tahoe. This will be the new Chief's vehicle for the time being but will have the capability of being added to the fleet. Having an SUV will come with many benefits including additional cargo storage for equipment, four-wheel drive for adverse weather conditions and more space for the driver and passengers. In comparison to the alternative police rated SUV, the Ford Interceptor, the Chevrolet Tahoe cost is comparable. This vehicle lease has been accounted for in the City's CIP equipment list.

On March $15^{\text {th }}$ the Polk City Community Foundation presented a $\$ 25,000$ check to the Polk City Police Department from fundraising efforts. I plan to utilize some of the funds from the Polk City Community Foundation to buy out the 2019 Dodge Charger from Keltek Inc. and put it into service for patrol. Funds donated
to the Police Department would be more than enough to purchase out the vehicle from Keltek for $\$ 12,900.00$ and add the additional equipment (prisoner cage) to make it patrol ready.

Adding this vehicle to the fleet would allow us to remove the 2015 Dodge Charger from service and put it into a backup role for use when we are down vehicles due to maintenance or other issues that may arise.

Purchasing this vehicle will not solve the rising concerns with our fleet but will help tremendously by removing one of our oldest vehicles and replacing it with a much safer and efficient vehicle. The updated CIP is built out to allow for routine patrol vehicle replacements at the 4 year of service mark.

ALTERNATIVES: Do not approve the purchase
FINANCIAL CONSIDERATIONS: Total price not to exceed $\$ 17,000$. This includes the $\$ 12,900$ to buy out the Chief Charger vehicle plus add the additional equipment. The vehicle purchase is not in the budget, but all costs will be paid for by funds raised by the Polk City Community Foundation. The City will be preparing a budget amendment next month to reflect the new revenue from the Foundation and additional expenses from this purchase.

The 48-month lease agreement provided by RUAN contains quotes for the vehicle, upfitting from Karls Emergency Vehicles, and the Panasonic camera and computer equipment from Keltek Inc. The capitalized cost is $\$ 67,472.00$. Our monthly payment would be $\$ 1,736.5$ or annual payment of $\$ 20,838.00$. The residual value of the vehicle would be $\$ 1.00$. This vehicle is in the budget for FY23 and payments would not be made until then.

RECOMMENDATION: It is my recommendation that the Council approve the purchase of the 2019 Dodge Charger from Keltek Inc \& the lease purchase of the 2022 Chevrolet Tahoe, which is identified in the FY22/23 budget.

## VaaS AGREEMENT

Vehicle-as-a-Service v2.o



## VaaS AGREEMENT

Vehicle-as-a-Service

AGREEMENT NO.: 181002
2. DESCRIPTION OFLEASEDVEHICLE

The following vehicle (the "Vehicle") is the subject of this Agreement:


INTENDED VEHICLE PURPOSE: UPFIT OPTIONS:

Law enforcement, departmental use, business use.
This contract is void without attached KELTEK Quote
EXHIBIT A, attached and dated , 2018.
3. UPFIT EQU\|PMENT/SERVICES The leased Vehicle shall be equipped with Lessor's upfit package as described on Exhibit A. Lessor shall also provide Lessee with the upfit services described on Exhibit A.
4. AMOUNT DUEAT LEASE SIGNING Lessor \& Lessee agree that the following amounts shall be due \& payable by Lessee to Lessor during the Term (the "Payment Schedule"):

| FIRST PAYMENT (November 1, 2018 estimated) | $\$ 15,200.00$ |
| :--- | ---: | ---: |
| SECOND PAYMENT (July 1, 2019) | $\$ 6,050.69$ |
| THIRD PAYMENT (July 1, 2020) | $\$ 6,050.69$ |
| FOURTH PAYMENT (July 1, 2021) | $\$ 6,050.69$ |
| FIFTH PAYMENT (July 1, 2022) | $\$ 6,050.69$ |
| SIXTH PAYMENT (October 31, 2022) | $\$ 2,000.00$ |

5. FORM OF PAYMENT The payments are to be made according to Payment Schedule set forth in Section 4. Payments may be made by corporate/department check, cashier's check, money order, certified check, cash, or by credit card. If Lessee chooses to pay by credit card Lessee will be charged a $2.9 \%$ processing fee on the amount of such payment. Payments are to be paid to the Lessor at the address listed above. A late payment fee of \$250.00 will be charged on all payments that are paid after the due date.


## Vaas AGREEMENT

## Vehicle-as-a-Service



> 6. PURCHASE OPTION AT THE END OF THE LEASE TERM At the end of the Term, Lessee shall have the option to purchase the Vehiclefor $\$ 12,900.00$ (the "Option Amount"). If Lessee exercises the option to purchase the Vehicle pursuant to this $\begin{aligned} & \text { Section 7, Lessor shall give Lessee credit for the fifth payment of } \$ 2,000.00 \\ & \text { October } 31,2022\end{aligned}$
7. MILEAGE PERMITTED Lessee will be permitted to drive the Vehicle for a maximum of 21,000 miles per year (84,000 miles during the Term of the Agreement) (the "Allotted Amount"). At the end of the Term, Lessee will be charged \& shall pay to Lessor \$0.20 per mile for all miles driven over Allotted Amount.
8. IN S URANCE Lessee shall maintain Commercial Auto Liability Insurance, or the equivalent, which shall include coverage for bodily injury, property damage, collision \& comprehensive insurance, with a limit of not less than $\$ 1,000,000$. Any such insurance policy shall name Lessor as an additional insured. In the event the Lessee shall fail to pay for or provide any insurance specified in this Section 9, Lessor at its option may pay for or provide such insurance \& add the cost of such insurance to the installment payments due hereunder. Lessee will promptly notify Lessor of any accident or incident that may result in an insurance claim. Notwithstanding insurance coverage, Lessee shall hold harmless \& indemnify Lessor from any claims for damages resulting from Lessee's use of the Vehicle.
9.LICENSE; REGISTRATION, TAXES \& FEES The Vehicle subject to this Agreement shall bear a license plate provided by Lessee. The Vehicle shall be titled in Lessor's name at all times. Lessee shall pay all annual registrations \& licensing fees related to the Vehicle during the Term.
10.MOBILEROUTER SIM CARD Lessee shall procure a data-only government priority SIM card \& arrange to activate \& license the SIM card for the duration of the Term, for the installed Sierra Wireless MG9o. The SIM card's service provider shall be FirstNet, U.S. Cellular \&/or Verizon. The SIM card \& service plan shall remain active for the Term. The Lessee shall not change SLM card carriers without the prior written consent of Lessor.
11.COSTS, EXPENSES, FEES \& CHARGES Lessee agrees to pay all fines, tickets, or penalties incurred in connection with the operation of the Vehicle during the Term.
12.IN SPECTION Lessor has or has had an inspection performed on the Vehicle prior to delivery of the Vehicle to Lessee, a copy of which has been provided to Lessee. Lessee acknowledges that the Vehicle has been inspected \& the Lessee accepts the Vehicle as being in good condition, not including manufacturer's defects.


# VaaS AGREEMENT 

Vehicle-as-a-Service

AGREEMENT NO.: 181002

13. MAINTENANCE Lessee shall at all times, \& at Lessee's expense, keep the Vehicle in good working order, condition \& repair, reasonable wear \& tear excepted, in accordance with all manufacturers \& warranty requirements (such manufacturer \& warranty requirements are set forth on Exhibit B). The amounts due hereunder shall not be prorated or abated while the Vehicle is being serviced, repaired, or if the Vehicle is damaged or destroyed. Lessee also agrees to comply with the Lessor's requirements of maintenance of the Vehicle as set forth on Exhibit B. All repair \& maintenance work shall be performed at a certified Dodge service center. Lessee shall keep the Vehicle free from encumbrances, fines, liens, claims \& expenses resulting from the maintenance \& use of the vehicle.
14.EXCESSIVE WEAR \& USE Lessee may be charged for excessive wear based on Lessor's specifications \& generally accepted standards for normal use. Excessive wear \& tear shall be determined by Lessor in Lessor's sole discretion \& shall include, but is not limited to: damaged glass, damaged body panels, lights, fenders, paint, dysfunctional accessories, extremely worn tire tread, any damage to the interior, damage to the vehicle's Upfit products, \& any mechanical damage that interferes with the safe \& lawful operation of the Vehicle.
15. ACCEPTABLE DRIVERS, \& LIMITATIONS Lessee shall not allow the Vehicle to be operated by drivers without an appropriate license or those restricted under an insurance policy. Lessee agrees that it will not permit the Vehicle to be located in a state other than the state in which Vehicle is then titled for any continuous period of time that would require such vehicle to become subject to titling \&/or registration laws of such other state. Using the Vehicle on trips of less than sixty ( 60 ) days within continental North America is permitted. Any exceptions can only be made upon Lessor's prior written consent.

16 MODIFICATIONS TO THE VEHICLE Any modifications or cosmetic additions to the Vehicle are not permitted without the Lessor's prior written consent. Any modifications or changes to the Upfit of the Vehicle must be approved by the Lessor prior to performing the work. All product required for Lessor-approved modifications to the Vehicle Upfit must be procured by Lessor. Exterior vinyl treatment of the Vehicle is allowed by a vinyl installer approved by the Lessor.
17. EARLY TERMINATION This Agreement may not be terminated prior to the end of the Term.
18.END OF TERM/EARLY TERMINATION LIABILITY At the end of the Term if Lessee does not elect to purchase the Vehicle pursuant to Section 6, Lessee shall be responsible for paying Lessor for any excessive wear \& use as determined by Lessor. If this Agreement is terminated prior to the end of the Term, all unpaid amounts described in Section 4 shall be immediately due \& payable plus any amount due for any excessive wear \& use as determined by Lessor.
19. VEHICLE RETURN If Lessee does not exercise its right to purchase the Vehicle pursuant to Section 6, at the end of the Term the Vehicle shall be returned to the Lessor within 30 days of Term expiration. Upon return of the Vehicle, Lessor shall perform or shall cause to be performed an inspection of the Vehicle to determine if there has been excess wear \& tear.


# Vaas AGREEMENT 

Vehicle-as-a-Service

AGREEMENT NO.: 181002
19. VEHICLE RETURN (Continued from previous) Lessor shall provide Lessee with a copy of the inspection \& an itemized list of all amounts owed relating to excess wear \& tear within 30 days of Lessee's return of the Vehicle. Lessee shall have 10 days from receipt of the inspection \& the itemized list to dispute any amount listed therein. If Lessee fails to dispute any amounts listed in the itemized list within 10 days of receiving such list Lessee shall be deemed to have accepted such amounts, \& will be invoiced for the amounts, to be paid within 30 days of receipt.
20.EVENT OF DEFAULT Time is of the essence of this Agreement. Lessor, at Lessor's option, may declare this Agreement in default, by written notice to Lessee on the happening of any of the following:
a. Default by Lessee in payment or performance of any of its obligations under this Agreement;
b. Voluntary assignment of Lessee's interest under this Agreement;
c. Involuntary transfer of Lessee's interest by option of law;
d. Expiration or cancellation of any policy of insurance required hereunder; or
e. Destruction of the Vehicle.

In an "Event of Default." If Lessor declares this Agreement in default upon an Event of Default, Lessee shall either, at the direction of Lessor: (1) immediately surrender \& deliver to Lessor the Vehicle, \& Lessor may take possession of the Vehicle wherever it may be found, with or without process of law, \& for the purpose may enter on the premises of Lessee; or (2) pay Lessor all unpaid amounts set forth in Section 4 plus the Option Amount. Upon an Event of Default, if Lessor does not elect to have Lessee pay for the Vehicle, Lessee \& Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the Vehicle, or the possession or use of the Vehicle. Lessor shall retain all amounts paid by Lessee under this Agreement. If the Vehicle is destroyed at any time during the Term of this Agreement, Lessee shall be required to immediately pay to Lessor all unpaid amounts described in Section 4 plus the Option Amount.
21. IN NEMNIFICATION Lessee agrees to indemnify \& hold harmless the Lessor from all claims, losses, cause of actions, \& expenses, including attorneys fees, arising from Lessee's use, maintenance, \& operation of the Vehicle.
22. WARRANTIES The Vehicle is being provided to Lessee in an "as is" condition \& Lessor has not made, \& does not hereby make, any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of the Vehicle or against any patent or latent defects therein. THE LESSEE WILL BE PROVIDED THE RIGHTS OF ANY ORIGINAL MANUFACTURER'S WARRANTY FOR EQUTPMENT IN EXHIBIT A, \& LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE, OF ANY KIND \& HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR SERVICE OF THE VEHICLE, OR BY THE FAILURE OF ANY VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE LEASED UNDER THIS AGREEMENT.

# Vaas AGREEMENT 

Vehicle-as-a-Service

AGREEMENT NO.: 181002
23. NOTIC C All notices required or permitted under this Agreement shall be deemed given when delivered in person or when mailed with postage prepaid \& addressed to the appropriate party at the address shown for that party at the beginning of this Agreement.
24. ASSIGNMENT The Lessee shall not assign, transfer, or sublet any of its obligations, rights, or interest under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without prior written consent of the Lessor.
25. SEVERABILITY If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full effect \& the parties will amend this Agreement to give effect to the stricken clause to the maximum extent possible.
26.RISK OF LOSS Lessee assumes \& agrees to bear the entire risk of loss of, theft of, damage to or destruction of the Vehicle from any cause whatsoever not covered by insurance. All replacements, repairs, or substitution of parts or equipment of the Vehicle shall be at Lessee's cost \& expense \& shall be accessions to the Vehicle. In the event of such occurrence to the Vehicle, Lessee shall give Lessor prompt notice of the occurrence \& thereafter will place the Vehicle in good repair, condition \& working order.
27. WAIV ER No waiver of a breach of any term of this Agreement shall be deemed to constitute a waiver of a future breach, whether of a similar or dissimilar nature.
28. ENTIRE AGREEMENT \& MODIFICATION This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing \& signed by both parties.
29. ARBITRATION Any controversy or claim relating to this Agreement, including the construction or application of this agreement, will be settled by binding arbitration under the rules of the American Arbitration Association \& any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.
30.GOVERNING LAW This Agreement shall be construed in accordance with the laws of Iowa, without regard to conflicts of law principles.

## $31 . S I G N A T O R I E S$ This Agreement shall be executed by Kelly Milligan, CEO on behalf of KELTEK Incorporated \& by <br> $\qquad$ , , on behalf of Polk City Police Department. This Agreement shall be effective as of the Effective Date.

32. COUNTERPARTS This Agreement may be executed in one or more counterparts, with each executed document constituting an original \& with all together constituting one \& the same instrument. Facsimile or PDF signatures shall be deemed original signatures \& shall be binding on the parties.
Lessor Signature: $\mathbf{X} \quad$ Individual: Date:

KARL EMERGENCY VEHICLES
5983 NE Industry Drive
Des Moines, IA 50313
515-299-4409
h.rudolph@karlchevrolet.com


Estimate

ADDRESS
Chief Jeremy Siepker
POLK CITY POLICE DEPT
309 Van Dorn St
Polk City, Iowa

ESTIMATE\#
1014

DATE
03/17/2022

## SALES REP

Keith Brown

| PART NLMBER | DESGRIPTION | QTY | RATE | AMOUNT |
| :---: | :---: | :---: | :---: | :---: |
|  | 2019 Dodge Charger |  |  |  |
| 1K0573CGR11P | SPT Single Prisoner Transport Partition \#6S Stationary Window Coated Polycarbonate *ONLY FOR USE WITH: <br> -Stock Seat | 1 | 991.31 | 991.31 |
| GK10271UXLHKSVSCA | Single T-Rail Mount Universal XL <br> With Handcuff Key Override | 2 | 310.91 | 621.82 |
| Labor | Labor to install and finish Build | 1 | 880.00 | 880.00 |
| Services | Shop Supplies | 1 | 75.00 | 75.00 |

***There will be no warranty or guarantee afforded in any manner by Karl Auto Group or affiliate Karl Emergency Vehicles on any equipment provided or transferred from the customer or a previous vehicle unless specified equipment is still under factory warranty. Karl Emergency Vehicles holds no responsibility for the condition or operation of that equipment and is not liable for the repairs or replacement of that equipment.
***All INVOICES are due 30 days from the date of the Invoice in order to avoid late charges and/or finance charges. All payments shall be made by Check and should reference the VIN of the vehicle that had the service performed on it in order to ensure credit to the proper account.

Karl Emergency Vehicles is a Subsidiary/DBA of Kart Auto Group and all monies owed to Karl Emergency Vehicles may be payable to Karl Auto Group.

SUBTOTAL

TOTAL

## emailed $3 / 22 / 22$

## RUAN car Leasing

## CLOSED END LEASE PROPOSAL AND ORDER FORM

## LESSEE:

Name: City of Polk City

Address:

## VEHICLE DATA:

Quantity 1

Make \& Model:

LEASE TERM:

COST DATA:
Monthly Rate

* Capitalized Cost

Residual Value

OPTIONAL SERVICES:

2022

48
\$1,736.50/MONTH
\$67,472
\$1
Revised Karl up.fis
Kelter C
TONA 67,472

## LEASE DATA:

License Paid By:
Customer
Taxes Paid By:
Customer
Maintenance Paid By:

Lease quoted on current interest rate and vehicle cost. The lease rate is subject to change in accordance with any price or interest change between now and the date of delivery.

RUAN Incorporated aba RUAN Car Leasing
By: $\qquad$
Date: $\quad 3 / 22 / 22$

City of Polk City
By: $\qquad$
Date: $\qquad$


KARL EMERGENCY VEHICLES
5983 NE Industry Dive
Des Moines, lowa 503 佫
515-209-4479
k.brown@karichevrolet.com

EQUIPMENT / INSTALLATION QUOTE

DATED 01/11/22
Prepared For: POLK CITY POLICE DEPT
309 Van Dorn St
Polk City, lowa
515-984-6565

FEDTAX 1D:42-1002272
ATTN: Chief Jeremy Siepker






# EQUIPMENT / INSTALLATION QUOTE 

DATED 01/11/22
KARL EMERGENCY VEHICLES
Preparod for: POLK CITY POLICE DEPT
5983 NE Indusfy Drive
309 Van Dorn St
Polk City, lowa
Dos Molitás, lowa 50313
515-984-6565
k.brown@karlchevrolel.com

FED TAX 1D:42-1002272
ATTA: Chief Jeremy Slepker




 $\qquad$ that enumpment.
*R*Quotes/Esthmates are only valla for 60 days from the date of the Quote, Please ensure to contact the indiuddual you recelved the Quote/Estimate from to conflim valldtly of Quote 1 fpost 60 days from the diate of this corresponderce.
***All INVOICES are due 30 days from the date of the Invoice in order to avoid late charges andior finance charges, All payments shall be made by Check and should reference the VIN of the vehicla that had the service performed on it in order to ensure credit to the proper account.

## THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!




| Item | Dascrlption | Quantly | MSE | plscount | Rate | Amount : |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Camern: Antenma IPSHCV4-ANT-BL | PANORAMA SHARK FIN FOR ICVA000, 4 WLAN, 1 BT, 1 GPS BLACK, $6.77^{\prime \prime} \times 2.4^{\text {² }}$ BOLT-ON | 1 | \$350,00 | 11\% | \$320.40 | \$320.40 |


| Camera, Professlomal |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Services |  | 1 | \$199,00 | Base Price | \$199.00 | \$199.00 |
| ARB-VPU-DEPLOY | Bask Arb VPU Commissloning Per car/unit. Includes In Veh or lnterview Room-Per Unit |  |  |  |  |  |
| Davice License | **Many Avallable Optlons** | 1 | \$450,00 | Base Price | \$450.00 | \$450.00 |
| ARB-SOFUDEICV. OPG | 1CV OnPremise device licerse for 3 Years, incl. Uniflad Digltal Eudence with devke management, Live Streaming and Redaction. Sorvice Entitements; 24x7 Help Desk, Software malntentance and support. |  |  |  |  |  |
| BWC Vehicia |  |  | \$270.00 | 11\% | \$240.30 |  |
| Componernts | NEW BWC MKY IN.VEHICLE PAIRING DOCK W/ WIRING HARNESS/MOUNTING BRACKET | 1 |  |  |  | \$240,30 |
| ARD. |  |  |  |  |  |  |
| BWCSPARDCK-A |  |  |  |  |  | \$6,104.00 |
| Compliter | computer Solution | 1 |  |  |  |  |
| Solution |  |  |  |  |  |  |
| Computer |  | 1 | \$3,847.00 | 13\% | \$3,346,89 | \$3,346.89 |
| F2\%-55FZ-13VM | PANASONIC: PUPLIC SEC.1145G7 UPTO 4.4GHZ) VPRO.140FHD 100 D NIT GLOVED MULTL TOUCH $16 G B$ S12GB OPAL SSD, INTEL WI-FI G.BT,4G LTE BAND 14 (EM7511),GPSDUAL PASS (CH1:GPS/ CH2WWAN), 'NFRARED W\&BCAM (Replacement for F2-55C0-02VM) |  |  |  |  |  |
| Computer, Dack |  | 9 | \$1,339,80 | 35\% | \$870.87 | \$870.87 |
| DS.PAN-432-2 | Panasonk Toughbook 54 / 55 Oocking Station, Dual Pass Thru Antenna، Powat Supply |  |  |  |  |  |
| Computer, |  |  |  |  | \$256.78 |  |
| Antema |  |  | \$256.78 | Base Price |  | \$256.78 |
| AP-MMF: | GXSAARP 345 , Bolt Nt, Black, $15^{\prime}$ Fits Roof R1bs of 20 |  |  |  |  |  |
|  |  |  | \$645.00 | Base Price | \$ $\$ 45.00$ |  |
| Computer, |  |  |  |  |  |  |
|  | c.54 FZ.Gi, CF.31 PS Bunde Yedr |  |  |  |  | 45,00 |
| CFSVCPSY5 | 4 \& 5 Services Extension |  |  |  |  | 2 of 3 |
|  |  |  |  |  |  |  |


|  |  |  |  | Estimate |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | $\# 2341$ |  |  |
| 205 NHigh St |  |  |  |  |  |  |
| POB0x 14 |  |  |  | 01/06/2022 |  |  |
| Baxter IA 50028 |  |  |  |  |  |  |
| United States |  |  |  |  |  |  |
| 641-227-2222 |  |  |  |  |  |  |
| sales@keltekinc.com |  |  |  |  |  |  |
| $\cdots . . . . \cdot \cdots$ |  | quantily | MSRP | plstount | Rate | Amaunt |
| $\cdots:$ 亿 | Destription |  |  |  |  |  |
| Computer, prolessionai |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Service |  |  |  |  |  |  |
| 1T-TECH-SERTPC | Tach Services-Assemble PC Update OS, Activa LTE and GPS Laad Purchased Accy Drivers | 1 | \$300,00 | gase Pico |  |  |
|  |  |  |  | 775\% | \$354.24 | \$354.24 |
| P1722 | Brother Pocketlet Thermal Printer, Does not Irdede USE cable \& printing supplies. | 1 | \$384,00 | 7,75\% | \$22.23 | \$22,23 |
|  |  |  | \$24.10 | 7.75\% |  |  |
| LB3692 | Printer Car Power Adapter Hard Wired $14{ }^{4}$, for P] 3 /PJ (6) P1 7 | 1 |  | 7.75\% | \$14,02 | \$14,02 |
| 148603 | Printer USB Cable 10, for Pocketjet 3, 6, \&7 | 1 | \$15,20 |  |  |  |
| Imaglug Scanner | Ltion Next Generation Imaging Scanner Kit, Indudes Drlver's for Mlerosoft Windows | 1 | \$561.41 | 43\% | \$32000 | \$320.00 |
| 4910LR-152-LTRK |  |  |  |  |  | \$6,130,03 |
|  |  |  |  | . |  |  |
|  |  |  |  | Subtotal |  | \$12,234.03 |
|  |  |  |  | Shipping Cost |  |  |
|  |  |  |  | Tax (\%) |  | \$0.00 |
|  |  |  |  | iTotal |  | \$ $\$ 2,234,03$ |
| Return Pollcy: httpsi//www.kelteklnc.com/returo-policy/ |  |  |  |  |  |  |
| State Contracts: Ittps://wnw, keitekinc,com/state-contract/ |  |  |  |  |  |  |
| Service fates: https://www, kelrekinc,com/service/ |  |  |  |  |  |  |

## PRELIMINARY PLAT REVIEW

Date: March 22, 2022
Project: Four Seasons Polk City

Compiled by: Kathleen Connor, Planner Travis Thornburgh, P.E.
Project No.: 121.0138.01

## GENERAL INFORMATION:

| Applicant: | MJR Developments, LLC |
| :---: | :---: |
| Property <br> Owner: | MJR Developments, LLC <br> and Ledgestone Properties, <br> LLC |
| Requested <br> Action: | Approval of Amended <br> Preliminary Plat |
| Location | North and East of <br> Whitetail Ridge Plat 1 |
| Size: | 136.86 acres |
| Zoning: | R-1 Single Family <br> Residential District |
| Proposed Use: | 220 single family lots; <br> 2 outlots; and <br> street rights-of-way |



## PROJECT BACKGROUND:

City Council approved the voluntary annexation of a portion of the subject property into Polk City on July 22, 2019. This property was subsequently rezoned from AG to R-1.

MJR Developments, LLC then submitted the Preliminary Plat, which was approved by City Council at their March 22, 2021 meeting. Construction is substantially complete for Plat 1 of this development.

MJR Developments, LLC has now submitted a revised Preliminary Plat to relocate the park and recreational trail to the north side of Whitetail Parkway, altering the lot and street layouts, and adjusting phasing limits for Plats 2,3 , and 5.

## PROJECT DESCRIPTION:

This Preliminary Plat is in general conformance with the concept plan presented to $\mathrm{P} \& \mathrm{Z}$ and Council at the time the property was rezoned to R-1. The revised plat includes 220 single-family lots, as compared to the previous concept that had 215 single-family lots. The proposed lots range in size from $11,162 \mathrm{sf}$ to $71,341 \mathrm{sf}$. All lots are at least 80 feet wide and $10,000 \mathrm{sf}$ in size.

The public improvements associated with this plat include the construction of a portion of the east-west connector Whitetail Parkway and new streets, with six cul-de-sacs. The developer intends to construct an access onto Hugg Drive and five accesses onto NW $72^{\text {nd }}$ Street.

Outlot Z will be owned by the developer and contains a cellular tower.
The development contains a number of detention basins, with the main pond being located within the existing ravine west of NW $72^{\text {nd }}$ Street and north of Hugg Drive. All pond outlets will be designed to control runoff velocity and mitigate erosion. All detention basins will be contained within their own Storm Water Management Facility Maintenance Covenant and Permanent Easement. A Homeowner's Association will be established as part of this development that will be responsible for maintaining detention basins, while the city will be responsible for maintaining pipes and structures. The pond will not be considered part of the required park land dedication.

Water mains, sanitary sewers, and storm sewers will be extended to provide service to each lot.
The developer proposes to fulfill the 5.03 acre parkland dedication requirement through the dedication of a single, regional park totaling 5.16 acres of total parkland dedication.

Parkway trees will be planted along Whitetail Parkway, including species selected from Polk City's approved tree list with a diversification of species. The property owners will be responsible for maintaining these parkway trees, per the easement to be recorded with the final plat.

The developer will construct a $10^{\prime}$ PCC trail along Whitetail Parkway, from Hugg Drive to NW $72^{\text {nd }}$ Street, as a plat improvement. The developer will also pave the ADA sidewalk ramps within the plat, with two sets of ramps at full intersection and one set of ramps at tee-intersections.

## REVIEW COMMENTS:

City staff and Snyder \& Associates have reviewed the revised Preliminary Plat for conformance with the concept plan, Polk City's Subdivision Regulations, Polk City's Comprehensive Plan, SUDAS, and other applicable city codes. Pursuant to our review of Submittal \#3, we offer the following comment:

1. Under the "Whitetail Parkway Construction Schedule", revise the last line of Note \#3 to refer to Plat 5 in lieu of Plat 4 to match the phasing as defined on the Overall Layout Plan (Sheet C100).

## RECOMMENDATION:

Based on the satisfactory resolution of each of the forgoing review comments, $\mathrm{P} \& \mathrm{Z}$ and staff recommends Council approval of the amended Preliminary Plat for Polk City Four Seasons, subject to:

1. The outstanding review comment being addressed prior to Council action.
2. The developer shall sign a Development Agreement deferring their responsibility for constructing portions of W. Whitetail Parkway until such time as Four Seasons Polk City Plat 3 and Plat 5 are constructed.
3. All professional billings being paid in full to the City of Polk City.

## FOUR SEASONS POLK CITY PRELIMINARY PLAT REVISED POLK CITY, IOWA


$\frac{\text { VICIINITY MAP }}{V=2006}$
$\stackrel{10}{1)}$
GENERAL NOTES:


 2.














16. AlL Lots Shall have sump servic Lines.

$\frac{\text { PROJECT MAP }}{t=5 \mathrm{EW}}$

















DEVELOPE

## 



PROPERTY OWNERS



EnGineer






ENCHMARKS

PARKLAND DEDICATION


Aminmum of 75\% of the park will be graded for active recreational use FLOOD PLAIN NOTE



WHITETALL PARKWAY CONSTRUCTION SCHEDULE



CROM WHITEAL PARRNA TONNHUGGDRE


zoning


AREA
$\qquad$
MINMUM BULK REGULATION



LEGAL DESCRIPTION
and

UTLITIES

PLAT IMPROVEMENT CONSTRUCTION SCHEDULE - PLAT 2


















\section*{ <br> | PRELIMINARY | $\begin{array}{l}\text { FOUR SEASONS POLK CITY } \\ \text { PRELIMINARY PLAT }\end{array}$ |
| :--- | :--- | <br>  <br> }




## City of Polk City, Iowa

## City Council Agenda Communication

| Date: | $03 / 21 / 2022$ |
| :--- | :--- |
| To: | Mayor and Council |
| From: | Mike Schulte |
| Subject: | North Trunk Sewer Study |

BACKGROUND: As you are aware, the City Council approved the NE Trunk Sewer Study with Snyder and Associates at the last council meeting. In that memo I also talked of the need for the same type of study for the North Trunk Sewer District. The study of this area is just as important as the NE study due to the fact we have had developers inquiring about developing properties in this area of Polk City as well.

The information from this study will allow us to set service areas based on depth, flow capacities, and how it connects with our current sewer system as well as multiple other new private developments in the same service area.

The funding for the North project will be different from the NE project because we haven't allocated funding for this in any budget. The need is there for this study since there are developers looking to move into this area and we need to make sure we are planning for it. I believe, with three quarters of the current budget executed, the funds could be taken from the current sewer budget. We do have some unspent money and cost savings in some line items that could make up for the funds necessary for this study. We need to make this happen and I am willing to adjust the sanitary sewer budget to do that.

Kathleen, Chelsea, and I have had conversations about the possibility of charging these study costs back to the developers. We feel the best way to do this is include it in a sanitary sewer hookup fee with each district. Polk City would have to fund these study's initially but would be paid back as the property's develop in each district.

The City Council did approve the NE Trunk Sewer Study at the March 14, 2022, Council meeting. We will also plan to include the cost of that study in a sanitary sewer hookup fee to recoup the City's cost for that project as well.

On the attached exhibit the north trunk sewer study area is shaded in as yellow.

ALTERNATIVES: Do not approve the study.

FINANCIAL CONSIDERATIONS: \$21,662

RECOMMENDATION: I recommend that Council approve work order - 122.000D with Snyder and
Associates.

This Work Order has been prepared in conformance the Professional Services Master Agreement, dated the $28^{\text {th }}$ day of February, 2022, by and between the CITY of POLK CITY and SNYDER \& ASSOCIATES, INC. and subject to all terms and conditions of said Agreement. This Agreement may be amended only by written instrument signed by both the CITY and the CONSULTANT.

| PROJECT NAME | Polk City: North Trunk Sewer Study |
| :---: | :---: |
| DATE SUBMITTED | March 14, 2022 |
| SCOPE OF SERVICES: | Sanitary Sewer Study for North Trunk Sewer(s) covering the North Service Area, lying north of Creekview Estates, Big Creek Technology Campus, and Big Creek Commons as shown in yellow on the attached Exhibit: <br> - Project Administration <br> - Preliminary Design <br> - Kickoff meeting with City <br> - Review background information <br> - Conceptual design of potential alignments, including sewers to serve Hommer Property <br> - Prepare Exhibits and Service Area boundary map <br> - Flow calculations <br> - Conceptual cost opinions <br> - Review capacity of downstream sewers <br> - Draft report text <br> - QA/QC and coordinate submittal <br> - Review meeting with City <br> - Revise to address City comments <br> - Submit Final Report to City |
| FEE BASIS | LUMP SUM OR |
| FEES | Principal I 10 hours at $\$ 209.00$ $\$ 2,090.00$ <br> Engineer VIII 98 hours at $\$ 174.00$ $\$ 17,052.00$ <br> Engineer III 4 hours at $\$ 124.00$ $\$$ <br> 496.00   <br> Technician VIII 16 hours at $\$ 118.00$ $\$ 1,888.00$ <br> Admin II 2 hours at $\$ 68.00$ $\$ 136.00$ <br> Estimated Total $\$ 21,662.00$  |
| NOTES | 1. Project includes capacity analysis and planning for trunk sewer serving North service areas, east of Big Creek State Park and west of the NE Trunk Sewer service area. |
| SCHEDULE | Twelve weeks following City approval. |
| ATTACHMENTS | EXHIBIT ' X ' |

APPROVED:
City of Polk City (CITY)
Snyder \& Associates, Inc. (CONSULTANT)

Date: $\qquad$ Date: $\qquad$
ROUTE EXECUTED COPY TO : Kathleen Connor

Exhibit ' $X$ '

## SANITARY SEWER SYSTEM



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN
\&ASSOCIATES
Date March 1, 2022
To: Chelsea Huisman
City of Polk City
P.O. Box 426

Polk City, IA 50226-0426

## INVOICE SUMMARY - JANUARY SERVICES

## Services from January 1, 2022 through January 31, 2022

## GENERAL ENGINEERING

2021 General Engineering
Council Meetings, P\&Z meeting, and coordination with staff re: agendas, resolutions, minutes and precinct maps/ordinance.
Building and Development issues:
Meetings and coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects, and building permits.
Water Dept:

Sanitary Sewer Dept:
Research Record Drawings for S. Lift Station, review profiled for overdepth sewer in Angler Ridge, and review preliminary alignment for NE sanitarv sewer.
Miscellaneous Projects:
Projects include research USACE easement, SWMP for Home State Bank, franchise agrements, sidewalk connectivity along NW Hugg Drive, and options for E. Southside Drive.

## SUBTOTAL

CAPITAL IMPROVEMENT PROJECTS / WORK ORDERS
2021 I \& I Study - Phase 1
Future Water Tower Site: POS Moeckley Property
N. 3rd Street \& Vista Lake Avenue Intersection Improvements SUBTOTAL

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

| Big Creek Commons Plat 1: Construction Phase Services | 121.0433 .01 | $\$$ | $2,997.00$ |
| :--- | ---: | ---: | ---: |
| Creekview Estates Plat 2: Construction Phase Services | 121.0195 .01 | $\$$ | 881.50 |
| Four Seasons Polk City Plat 1: Construction Phase Services | 121.0138 .01 | $\$$ | 627.00 |
| Forest Ridge Estates Plat 3 - Final Plat | 121.1158 .01 | $\$$ | 750.00 |
| HyVee Dollar Fresh: Rezoning, Site Plan, Plat of Survey, TIS, SWMP | 121.0436 .01 | $\$$ | $1,665.00$ |
| Kwik Star: Construction Phase | 119.0816 .01 | $\$$ | $1,654.50$ |
| Ledgestone Ridge: Construction Phase Services | 121.0204 .01 | $\$$ | 333.00 |
| Lillskau Rezoning | 121.1155 .01 | $\$$ | $1,306.25$ |
|  |  | $\$$ | $\mathbf{1 0 , 2 1 4 . 2 5}$ |
| TAL |  | $\mathbf{\$ 1}$ | $\mathbf{6 8 , 3 3 2 . 5 0}$ |

## PROCLAMATION



WHEREAS, libraries are accessible and inclusive places that foster a sense of connection and build community; and

WHEREAS, libraries connect people to technology, providing access to broadband internet, computers, and training that are critical for accessing education and employment opportunities; and

WHEREAS, libraries offer opportunities for everyone to connect with new ideas and become their best selves through access to multimedia content, programs, and classes - in addition to books; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all.

NOW, THEREFORE, be it resolved that I, Steve Karsjen, proclaim National Library Week, April 3-9, 2022. During this week, I encourage all residents to connect with their library by visiting online or in person to access resources and services.

Dated this 28th day of March 2022

Steve Karsjen, Mayor


[^0]:    Jenny Coffin, City Clerk

