

Agenda -Notice of Meeting

Polk City | City Council

November 27, 2023 | 6:00 pm

City Hall Council Chambers

Public Meeting participation in person or via phone

Call in # 515-726-3598 Participant Code 535355

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

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

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

Steve Karsjen | Mayor

Rob Sarchet | Pro Tem

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

1. Call to Order

2. Roll Call

3. Approval of Agenda

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

5. Consent Items

- a. City Council Meeting Minutes for November 13, 2023
- b. City Council Work Session Meeting Minutes for November 13, 2023
- c. Planning & Zoning Commission Meeting Minutes for November 20, 2023
- d. Claims listing November 27, 2023
- e. October 2023 Finance Report
- f. FY 24.25 Tax Increment Financing (TIF) Indebtedness Certifications
- g. Resolution 2023-138 obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations FY25
- h. Resolution 2022-139 authorizing internal advance for funding of Urban Renewal Admin Support Program
- i. Receive and file October 2023 Fire Department Report
- j. Cancel December 25, 2023 City Council Meeting
- k. 2024 City Clean-Up Event, curbside pick-up April 22 and Appliance/Tire drop-off April 25 8a-3p
- l. Resolution 2023-140 approving a 28E Agreement between the City of Polk City and Iowa alcoholic Beverages Division for Tobacco, Alternative Nicotine and Vapor Product Enforcement
- m. N. 3rd Street and Vista Lake Avene Intersection Improvements Project
 - i. Resolution 2023-141 Change Order No. 4 in the reduction amount of **-\$2,258.31**
 - ii. Resolution 2023-142 Pay Application No. 12 (Sub-Final Retainage-held) in the amount of \$4,305.76 and accepting Public Improvements subject to review of the condition of the plantings in the Spring of 2024

6. Business Items

- a. Resolution 2023-143 Conditionally Authorizing the Inclusion of the City of Polk City as a Founding Agency of Central Iowa Water Works (CIWW); Conditionally Approving the CIWW 28E/28F Agreement; Fixing Date for Public Hearing on Transfer of Interest in Real Property; and Conditionally Authorizing the Execution of the CIWW Operating Contract

7. Reports & Particulars

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

8. Adjournment

--next meeting date December 11, 2023

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m. November 13, 2023
City Hall – Council Chambers

The 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., November 13, 2023. The agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. **Call to Order** | Mayor Karsjen called the meeting to order at 6:00 p.m.
2. **Roll Call** | Walters, Dvorak, Sarchet, Vogel, Anderson | In attendance
3. **MOTION:** A motion was made by Walters and seconded by Vogel to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Presentation:** Dylan Mullenix, Interim Director for Des Moines Area Metropolitan Planning Organization (MPO) provided an update on the MPO, including details about the MPO, Long-Range Transportation Plan, Safe Streets and Roads for All and MPO Funding.
5. **Public Hearing:**
 - a. Mayor Karsjen opened the Public Hearing to on Proposed Amendment to the Polk City Area II Urban Renewal Area at 6:14 pm. City Clerk Coffin said that the notice was published November 3, 2023, and no comments had been received for or against the amendment. City Manager Huisman provided a report of the proposed changes that include three amendments; Faction Investment at 1010 Tyler St, Admin Support, and Downtown Assistance Grant Program, No one was present to be heard for or against the amendment.
MOTION: A motion was made by Anderson and seconded by Sarchet to close the public hearing at 6:16 pm.
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Vogel and seconded by Sarchet to approve Resolution 2023-131 to approve Urban Renewal Plan Amendment for the Polk City Area II Urban Renewal Area
MOTION CARRIED UNANIMOUSLY
 - ii. **MOTION:** A motion was made by Vogel and seconded by Anderson to approve Resolution 2023-132 setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with a Private Developer, including Annual Appropriation Tax Increment Payments
MOTION CARRIED UNANIMOUSLY
6. **Public Comments** | None
7. **Consent Items** |
 - a. City Council Meeting Minutes for October 23, 2023
 - b. Claims listing November 13, 2023
 - c. FY23 Annual Finance Report (AFR)
 - d. FY23 Annual Street Finance Report (SFR)
 - e. FY23 Annual Urban Renewal Report (AURR)
 - f. Receive and file October 2023 Parks & Recreation Director Report
 - g. Receive and file Parks Commission Meeting Minutes for November 6, 2023
 - h. Receive and file October 2023 Library Director Report
 - i. Receive and file November 6, 2023 Library Board Meeting Minutes
 - j. Pay increase for Mark Benge, Public Works Operations Specialist 1 at \$24.87/hour for six-month review
 - k. Resolution 2023-133 approving Pay App No 5 in the amount of \$400,225.73 for City Hall/Community Room Project
 - l. Resolution 2023-134 approving Final Plat for Leonard Senior Living
 - m. Award budgeted Sanitary Sewer Jetting and Camera Work in an amount not to exceed \$40,000 to CIT Sewer Solutions
 - n. Award budgeted Shop Generator hook-up to Par Industries in the amount of \$21,300 and Midwest Critical Power LLC in the amount of \$1,200
 - o. Award budgeted Brush Pile Chipping and Removal in the amount of \$44,500 to J. Pettiecord

- p. Receive and file the October 2023 Police Department Report
- q. Resolution 2023-135 approving Pay App No. 9 in the amount of \$355,687.65 for Fire Station Remodel Project
- r. Special Event Light Up Polk City street closings December 1 from 4p to 10 p, 2nd Street from Van Dorn through Broadway and Broadway from 1st St through 2nd Street
- s. Resolution 2023-136 setting Public Hearing for a proposed Amendment to the FY 23/24 Budget
- t. Receive and file October 2023 Water Department Report

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

MOTION CARRIED UNANIMOUSLY

8. **Business Items**

- a. **MOTION:** A motion was made by Vogel and seconded by Sarchet to approve Resolution 2023-137 indicating intent to participate and authorizing the inclusion of the City of Polk City in Final Draft Agreement Establishing Central Iowa Water Works
MOTION CARRIED UNANIMOUSLY
- b. **MOTION:** A motion was made by Sarchet and seconded by Vogel to approve Memorandum of Agreement with the United States Census Bureau
MOTION CARRIED UNANIMOUSLY
- c. **MOTION:** A motion was made by Sarchet and seconded by Vogel to approve Pre-Campaign Process Agreement with Renaissance Group, Inc (RGI)
MOTION CARRIED UNANIMOUSLY
- d. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Second Reading of Ordinance 2023-9700 approving rezoning for On With Life from R-1 to R-3 with Restrictions
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Anderson and seconded by Walters to Waive Third Reading of Ordinance 2023-9700 approving rezoning for On With Life from R-1 to R-3 with Restrictions
MOTION CARRIED UNANIMOUSLY
- e. **MOTION:** A motion was made by Vogel and seconded by Anderson to approve Third Reading of Ordinance 2023-8100 amending Chapter 115, Cable Television Regulations
MOTION CARRIED UNANIMOUSLY
- f. **MOTION:** A motion was made by Vogel and seconded by Anderson to approve Snyder & Associates invoice in the amount of \$102,520.25 for September 2023 Engineering Services
YES: Dvorak, Sarchet, Vogel, Anderson
ABSTAIN: Walters
MOTION CARRIED

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

- Council Member Sarchet asked when Go Polk City would be presenting its annual reports. City Manager Huisman confirmed they would present on December 11, 2023.
- Council Member Vogel thanked the Friends of the Library for hosting the Puzzle Master Competition at La Familia Mexican Restaurant on Sunday. She said it was a great event to raise money for the Library and highlight a local business.

10. **Adjournment**

MOTION: A motion was made by Anderson and seconded by Vogel to adjourn at 6:37 pm.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – November 13, 2023

Steve Karsjen, Mayor

Attest

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Work Session
5:00 p.m., Monday, November 13, 2023
City Hall Council Chambers

A Council Work Session was held on November 13, 2023 at 5:00 p.m. at the City Hall Council Chambers in Polk City, Iowa.

<p><u>Mayor and City Council Members Present:</u></p> <p>Steve Karsjen Mayor Rob Sarchet Pro Tem Jeff Walters City Council Member Dave Dvorak City Council Member Mandy Vogel City Council Member Ron Anderson City Council Member</p>	<p><u>Staff Members Present:</u></p> <p>Chelsea Huisman City Manager Jenny Coffin City Clerk/Treasurer Mike Schulte Public Works Director Jeremy Siepker Police Chief Jason Thraen Parks & Recreation Director Karla Hogrefe Fire Chief Cody Olson Building Official</p>
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Minutes

Josh Faber, Partner/Senior Consultant for the Renaissance Group, Inc. (RGI) presented a timeline of what the planning looks like for the Pre-Campaign Process for the Regional Park. Planning includes creating a leadership group, targeting education and testing for feasibility. After the research is completed, RGI will provide Council with a Strategy Report. The process will take 4-5 months to complete for the capital campaign.

Public Works Director Schulte reviewed the history of the City working with Des Moines Water Works and the discussions and planning timeline for the creation of Central Iowa Water Works (CIWW). City Manager Huisman reviewed a cliff notes version of the 28E Agreement that Council will need to consider at the December 11th meeting. The Council discussed alternatives and best options moving forward with CIWW.

Motion was made by Anderson and seconded by Vogel to Adjourn at 5:51p.m.
Motion carried Unanimously.

Steve Karsjen, Mayor

Attest

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, November 20, 2023

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on November 20, 2023, in 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** | Chair Triplett called the meeting to order at 6:00 p.m.
2. **Roll Call** | Hankins, Bowersox, Vogel (via Zoom), Ohlfest, Pringnitz, Sires | In attendance
3. **Approval of Agenda**
MOTION: A motion was made by Bowersox and seconded by Ohlfest to approve the amended agenda.
MOTION CARRIED UNANIMOUSLY
4. **Approval of Meeting Minutes**
MOTION: A motion was made by Ohlfest and seconded by Bowersox to Vogel P&Z Commission Meeting Minutes for October 16, 2023.
MOTION CARRIED UNANIMOUSLY
5. **Discuss rezoning clean-ups**
 - a) Travis Thornburgh, City Engineer reviewed non-confirming lots in R-2 District, and provided a recommendation that any changes to them be handled on a case-by-case basis
NO ACTION TAKEN
 - b) Thornburgh reviewed five (5) areas that need to be considered for clean-up rezonings.
Area #1 – 602 W Van Dorn Street currently portions zoned as GF-1, recommended to stay that way
NO ACTION TAKEN

Area #2 – portions of five (5) lots along Hillcrest Drive currently zoned GF-1 recommended to rezone to R-1 to match the rest of the lots
MOTION: A motion was made by Hankins and seconded by Ohlfest to recommend City Council initiate rezoning of 405-421 Hillcrest from GF-1 to R-1
MOTION CARRIED UNAMIOUSLY

Area #3 – 516 N 3rd Street currently zoned GF-1 recommended to rezone to R-1 to match the use
MOTION: A motion was made by Hankins and seconded by Pringnitz to recommend City Council initiate rezoning of 516 N. 3rd Street from GF-1 to R-1
MOTION CARRIED UNAMIOUSLY

Area #4 – 1500 & 1600 W Broadway owned by the City and presently used for the Community Library currently zoned as C-2 recommended to rezone to GF-1 to match the current use
MOTION: A motion was made by Hankins and seconded by Sires to recommend City Council initiate rezoning of 1500 & 1600 W Broadway from C-1 to GF-1
YES: Sires, Hankins, Bowersox, Vogel, Ohlfest, Pringnitz
NO: Triplett
MOTION CARRIED

Area #5 – City owned Parking Lot located on Lot 9 of Block 10 commonly known as 309 E Van Dorn, Fire Department Parking Lot, is currently zoned C-1 recommended to rezone to GF-1 to match the use
MOTION: A motion was made by Hankins and seconded by Ohlfest to recommend City Council initiate rezoning of the parking lot from C-1 to GF-1
MOTION CARRIED UNAMIOUSLY

Area #5a – Masonic lodge located at 106 N 3rd Street is currently zoned C-1 recommended to rezone to CTS to match the use

MOTION: A motion was made by Hankins and seconded by Ohlfest to recommend City Council initiate rezoning of 106 N 3rd Street from C-1 to CTS

MOTION CARRIED UNANIMOUSLY

6. Reports & Particulars

- Building Official Cody Olson introduced himself and described the role he will fill for the City.
- Commission Member Hankins shared his appreciation of staff providing good history and options in the project write-ups.

5. Adjournment

MOTION: A motion was made by Bowersox and seconded by Hankins to adjourn at 6:48 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday December 18, 2023

Attest:

Jenny Coffin - City Clerk

CLAIMS REPORT

CITY OF POLK CITY		11/27/2023
A+ LAWN & LANDSCAPE	SQR	\$ 74,537.68
Acme Tools	BRADS	\$ 26.99
ALL SEASONS VET CARE	TNR FEMALE	\$ 150.00
Amazon	HOLIDAY DISPLAY	\$ 957.33
ARDICK EQUIPMENT CO.	SIGNS	\$ 1,502.25
AVESIS	CITY VISION	\$ 375.60
BAKER & TAYLOR	DVD	\$ 24.49
BOMGAARS	MONTHLY PURCHASES	\$ 785.69
CANINE TACTICAL	K9 TRAINING	\$ 250.00
Central Pump & Motor	ANNUAL MAINTENANCE	\$ 1,843.44
CITY LAUNDERING	PW FIRST AID	\$ 642.05
CITY OF POLK CITY	UB ASSISTANCE 1679002	\$ 158.98
Controlled Access of the Midwest	GATE REPAIRS	\$ 562.65
COPY SYSTEMS INC.	COPIER	\$ 44.49
Dewey Ford	VEHICLE REPAIRS & MAINTENANC	\$ 740.66
FAREWAY	PO CO FIRE CHIEFS MTG	\$ 193.43
Ferguson Waterworks	EQUIPMENT REPAIRS	\$ 47,320.00
HAWKINS INC	CHLORINE	\$ 539.86
IOWA PLAINS SIGNING INC	TRAFFIC CONTROL FOR STREET RE	\$ 3,850.00
KIMBALL MIDWEST	STOCK SUPPLIES	\$ 569.15
KINZLER CONSTRUCTION SERVICES	OVERHEAD DOOR REPAIR	\$ 251.50
LINDE GAS & EQUIPMENT INC	OCYGEN	\$ 190.47
CITY OF MARION	LEADERSHIP SEMINAR	\$ 50.00
MENARD'S GRIMES	CLEANING SUPPLIES	\$ 389.59
MERCYONE NORTH PHARMACY	RX SUPPLIES	\$ 66.17
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 4,997.58
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 1,073.13
NELSON AUTOMOTIVE	REPAIR PARTS	\$ 156.40
NORTH POLK FAMILY MED	REETZ PHYSICAL	\$ 485.00
O'Halloran International Inc	REPAIR TRUCK	\$ 2,865.05
PORTABLE PRO, INC.	PARK AMENITY	\$ 450.00
RANGEMASTERS TRAINING CENTER	MAG LT	\$ 112.06
ROE CONSULTING LLC	GEMT CONSULTANT	\$ 1,375.00
STEVE KARSJEN	IA TRAILS SUMMIT	\$ 112.40
STEVEN NOACK	REIMBURSEMENT FOR BATTERY	\$ 154.99
STORY CITY BUILDING PRODUCTS	SUPPLIES FOR AERATOR WATER P	\$ 1,547.60
TERRACON CONSULTANTS INC	CITY HALL PROJECT	\$ 3,299.50
VENDNOVATION	VENDING MACHINE SOFTWARE	\$ 1,200.00
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 369.65
WELLMARK BLUE CROSS BLUE SHEIL	CITY HEALTH INSURANCE	\$ 52,693.39
YOURMEMBERSHIP.COM	ADVERTISE GIS POSITION	\$ 399.00
Accounts Payable Total		\$ 207,313.22
GENERAL		\$ 48,829.66
ROAD USE		\$ 11,902.74
L.M.I		\$ 158.98
CITY FACILITIES TOTAL		\$ 3,299.50
WATER		\$ 11,089.30
SEWER		\$ 57,495.36
STORM WATER UTILITY		\$ 74,537.68
TOTAL FUNDS		\$ 207,313.22



POLK CITY - A City For All Seasons -

Monthly Finance Report October 2023

Prepared By:

**Jenny Coffin
City Clerk/Treasurer**

ACCOUNT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
001 GENERAL	2,945,745.61	1,311,425.99	331,638.37	1,346.01	3,926,879.24
110 ROAD USE	568,772.43	62,231.66	23,737.43	2.64	607,269.30
111 I-JOBS	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	1,603,695.44	174,961.12	.00	.00	1,778,656.56
125 TIF	279,867.01	347,267.47	.00	.00	627,134.48
135 L.M.I	1,308,226.76	.00	21,710.58	.00	1,286,516.18
167 PC COMM. LIB TRUST	11,789.34	.00	.00	.00	11,789.34
177 ASSET FORFEITURE	18,716.81	.00	.00	.00	18,716.81
200 DEBT SERVICE	11,471.99	315,332.90	.00	.00	326,804.89
301 CITY FACILITIES TOTAL	5,695,177.71	.00	619,691.53	.00	5,075,486.18
302 CAPITAL WATER PROJECT	592,924.90	.00	30,630.00	.00	562,294.90
303 CAPITAL EQUIPMENT/VEHIC	172,499.15	.00	122,090.26	.00	50,408.89
304 FOUR SEASONS PUB IMPROV	32,992.00	.00	.00	.00	32,992.00
305 NORTHSIDE DRIVE PROJECT	1,105,660.00	.00	17,090.00	.00	1,088,570.00
306 TRAIL PROJECTS	411,905.00	.00	7,415.00	.00	404,490.00
307 STREET PROJECTS	240,675.00	.00	18,975.00	.00	221,700.00
600 WATER	1,672,651.29	235,000.10	123,247.32	2.64	1,784,406.71
610 SEWER	1,495,578.73	173,965.14	84,308.08	2.66	1,585,238.45
670 SOLID WASTE/RECYCLING	110,396.42	34,670.85	66,937.08	.00	78,130.19
740 STORM WATER UTILITY	235,302.80	10,902.84	18,864.61	.00	227,341.03
920 ESCROW	.00	.00	.00	.00	.00
Report Total	18,514,048.39	2,665,758.07	1,486,335.26	1,353.95	19,694,825.15

**BANK CASH REPORT
2023**

BANK FUND	BANK NAME GL NAME	SEPTEMBER CASH BALANCE	OCTOBER RECEIPTS	OCTOBER DISBURSMENTS	OCTOBER CASH BALANCE	OUTSTANDING TRANSACTIONS	OCT BANK BALANCE
Grinnell State Bank BK#1							
BANK	Grinnell State Bank BK#1						14,471,558.67
001	CHECKING - GENERAL	1,340,108.65-	1,311,353.13	330,624.71	359,380.23-	40,104.23	
110	CHECKING - ROAD USE	568,772.43	62,231.66	23,734.79	607,269.30	2,521.09	
111	CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
112	CHECKING - EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00		
121	CHECKING - LOCAL OPTION	1,603,695.44	174,961.12	0.00	1,778,656.56		
125	CHECKING - TIF	279,867.01	347,267.47	0.00	627,134.48		
135	CHECKING - L.M.I.	589,183.90	0.00	21,710.58	567,473.32	19,707.00	
167	CHECKING - PC COMM. LIB TRUST	11,789.34	0.00	0.00	11,789.34		
177	CHECKING - FORFEITURE	18,716.81	0.00	0.00	18,716.81		
200	CHECKING - DEBT SERVICE	11,471.99	315,332.90	0.00	326,804.89		
301	CHECKING - CAPITAL PROJECT	5,695,177.71	0.00	619,691.53	5,075,486.18	21,199.25	
302	CHECKING - CAPITAL WATER PROJ	592,924.90	0.00	30,630.00	562,294.90		
303	CHECKING - CAP EQUIP/VEHICLE	172,499.15	0.00	122,090.26	50,408.89		
304	CHECKING	32,992.00	0.00	0.00	32,992.00		
305	CHECKING	1,105,660.00	0.00	17,090.00	1,088,570.00		
306	CHECKING	411,905.00	0.00	7,415.00	404,490.00		
307	CHECKING	240,675.00	0.00	18,975.00	221,700.00		
600	CHECKING - WATER UTILITY	1,672,650.29	246,179.88	134,424.46	1,784,405.71	12,403.89	
610	CHECKING - SEWER UTILITY	1,495,577.73	176,416.36	86,756.64	1,585,237.45	16,256.92	
670	CHECKING-SOLID WASTE/RECYCLING	110,396.42	35,119.47	67,385.70	78,130.19		
740	CHECKING	235,302.80	11,023.23	18,985.00	227,341.03		
920	CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
	OTHER FUNDS					164.95	
	PENDING CREDIT-CARD DEPOSITS					309,371.18	
	DEPOSITS					22,139.39	
	WITHDRAWALS					1,191.09	
Grinnell State Bank TOTALS		13,509,149.27	2,679,885.22	1,499,513.67	14,689,520.82	217,962.15-	14,471,558.67
5/2024 Transaction cleared on statement was entered in a future period.							14,544.81-
10/31/2023 Calculated Statement Balance							14,457,013.86
LUANA SAV. BK MM BK#2							
BANK	LUANA SAV. BK MM BK#2						156,804.38
001	Luana Savings Bank - M.M. Acco	562,629.58-	392.10	0.00	562,237.48-		
135	Luana Money Market Account	719,041.86	0.00	0.00	719,041.86		
LUANA SAV. BK MM TOTALS		156,412.28	392.10	0.00	156,804.38	0.00	156,804.38
GRINNELL STATE BK- C.D. BK#3							
BANK	GRINNELL STATE BK- C.D. BK#3						1,587,732.64
001	GRINNELL STATE BANK CD	1,587,732.64	0.00	0.00	1,587,732.64		
GRINNELL STATE BK- C.D. TOTALS		1,587,732.64	0.00	0.00	1,587,732.64	0.00	1,587,732.64

**BANK CASH REPORT
2023**

BANK NAME FUND GL NAME	SEPTEMBER CASH BALANCE	OCTOBER RECEIPTS	OCTOBER DISBURSMENTS	OCTOBER CASH BALANCE	OUTSTANDING TRANSACTIONS	OCT BANK BALANCE
GRINNELL STATE BK-MM BK#4 -----						
BANK GRINNELL STATE BK-MM BK#4 001 SUPER MONEY MKT II	10,315.20	13.11	0.00	10,328.31		10,328.31
GRINNELL STATE BK-MM TOTALS	10,315.20	13.11	0.00	10,328.31	0.00	10,328.31
LUANA SAVINGS BANK CD BK#6 -----						
BANK LUANA SAVINGS BANK CD BK#6 001 LUANA BANK C.D.-1.85%	3,250,000.00	0.00	0.00	3,250,000.00		3,250,000.00
LUANA SAVINGS BANK CD TOTALS	3,250,000.00	0.00	0.00	3,250,000.00	0.00	3,250,000.00
TOTAL OF ALL BANKS	18,513,609.39	2,680,290.43	1,499,513.67	19,694,386.15	217,962.15-	19,476,424.00

BUDGET REPORT
CALENDAR 10/2023, FISCAL 4/2024

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	4,527,650.00	331,638.37	1,847,334.22	40.80	2,680,315.78
	ROAD USE TOTAL	710,450.00	23,737.43	153,673.05	21.63	556,776.95
	LOCAL OPTION SALES TAX TOTAL	950,000.00	.00	.00	.00	950,000.00
	TIF TOTAL	790,583.00	.00	.00	.00	790,583.00
	L.M.I TOTAL	60,000.00	21,710.58	28,633.33	47.72	31,366.67
	DEBT SERVICE TOTAL	1,160,070.00	.00	2,100.00	.18	1,157,970.00
	CITY FACILITIES TOTAL TOTAL	5,950,500.00	619,691.53	1,027,721.95	17.27	4,922,778.05
	CAPITAL WATER PROJECT TOTAL	8,184,000.00	30,630.00	149,672.70	1.83	8,034,327.30
	CAPITAL EQUIPMENT/VEHICLE TOTA	369,100.00	122,090.26	285,529.70	77.36	83,570.30
	NORTHSIDE DRIVE PROJECT TOTAL	2,018,000.00	17,090.00	36,430.00	1.81	1,981,570.00
	TRAIL PROJECTS TOTAL	275,000.00	7,415.00	20,510.00	7.46	254,490.00
	STREET PROJECTS TOTAL	250,000.00	18,975.00	28,300.00	11.32	221,700.00
	WATER TOTAL	1,733,695.00	123,247.32	603,060.81	34.78	1,130,634.19
	SEWER TOTAL	1,857,493.00	84,308.08	528,167.93	28.43	1,329,325.07
	SOLID WASTE/RECYCLING TOTAL	416,000.00	66,937.08	115,117.56	27.67	300,882.44
	STORM WATER UTILITY TOTAL	230,000.00	18,864.61	32,456.44	14.11	197,543.56
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		29,482,541.00	1,486,335.26	4,858,707.69	16.48	24,623,833.31
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 10/2023, FISCAL 4/2024

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,309,400.00	95,986.97	409,606.37	31.28	899,793.63
	CIVIL DEFENSE TOTAL	11,500.00	86.67	402.62	3.50	11,097.38
	FIRE TOTAL	978,350.00	72,582.85	345,089.18	35.27	633,260.82
	BUILDING/HOUSING TOTAL	526,000.00	44,430.53	143,688.27	27.32	382,311.73
	DOG CONTROL TOTAL	5,100.00	.00	2,804.00	54.98	2,296.00
	PUBLIC SAFETY TOTAL	2,830,350.00	213,087.02	901,590.44	31.85	1,928,759.56
	ROAD USE TOTAL	737,650.00	33,231.12	197,767.78	26.81	539,882.22
	STREET LIGHTING TOTAL	65,000.00	6,162.59	17,137.41	26.37	47,862.59
	PUBLIC WORKS TOTAL	802,650.00	39,393.71	214,905.19	26.77	587,744.81
	ENV.HEALTH SERVICES TOTAL	2,000.00	.00	.00	.00	2,000.00
	HEALTH & SOCIAL SERVICES TOTA	2,000.00	.00	.00	.00	2,000.00
	LIBRARY TOTAL	467,550.00	28,275.31	128,136.14	27.41	339,413.86
	PARKS TOTAL	425,000.00	33,013.42	195,262.66	45.94	229,737.34
	COMMUNITY CENTER TOTAL	.00	.00	13,634.88	.00	13,634.88-
	CULTURE & RECREATION TOTAL	892,550.00	61,288.73	337,033.68	37.76	555,516.32
	TIF/ECON DEV TOTAL	602,241.00	21,710.58	28,633.33	4.75	573,607.67
	COMMUNITY & ECONOMIC DEV TOTA	602,241.00	21,710.58	28,633.33	4.75	573,607.67
	BUILDING/HOUSING TOTAL	.00	1,387.09	1,387.09	.00	1,387.09-
	MAYOR COUNCIL TOTAL	127,000.00	7,693.97	27,887.98	21.96	99,112.02
	POLICY ADMINISTRATION TOTAL	175,350.00	18,478.42	57,117.23	32.57	118,232.77
	ELECTIONS TOTAL	1,000.00	.00	.00	.00	1,000.00
	CITY ATTORNEY TOTAL	65,500.00	5,665.80	19,855.80	30.31	45,644.20
	CITY HALL TOTAL	87,700.00	2,000.31	23,791.99	27.13	63,908.01
	OTHER CITY GOVERNMENT TOTAL	164,000.00	6,380.75	417,437.87	254.54	253,437.87-
	GENERAL GOVERNMENT TOTAL	620,550.00	41,606.34	547,477.96	88.22	73,072.04
	DEBT SERVICE TOTAL	1,160,070.00	.00	2,100.00	.18	1,157,970.00
	DEBT SERVICE TOTAL	1,160,070.00	.00	2,100.00	.18	1,157,970.00
	POLICE TOTAL	219,100.00	16,920.26	157,828.70	72.04	61,271.30
	OTHER PUBLIC WORKS TOTAL	150,000.00	105,170.00	127,701.00	85.13	22,299.00
	CAPITAL IMPROVEMENT TOTAL	8,493,500.00	663,171.53	1,112,961.95	13.10	7,380,538.05

BUDGET REPORT
CALENDAR 10/2023, FISCAL 4/2024

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	WATER UTILITY TOTAL	8,184,000.00	30,630.00	149,672.70	1.83	8,034,327.30
	CAPITAL PROJECTS TOTAL	17,046,600.00	815,891.79	1,548,164.35	9.08	15,498,435.65
	WATER UTILITY TOTAL	1,528,950.00	123,247.32	603,060.81	39.44	925,889.19
	SEWER UTILITY TOTAL	1,742,493.00	84,308.08	528,167.93	30.31	1,214,325.07
	RECYCLING TOTAL	416,000.00	66,937.08	115,117.56	27.67	300,882.44
	STORM WATER TOTAL	230,000.00	18,864.61	32,456.44	14.11	197,543.56
	ENTERPRISE FUNDS TOTAL	3,917,443.00	293,357.09	1,278,802.74	32.64	2,638,640.26
	TRANSFER TOTAL	1,608,087.00	.00	.00	.00	1,608,087.00
	TRANSFER OUT TOTAL	1,608,087.00	.00	.00	.00	1,608,087.00
	TOTAL EXPENSES	29,482,541.00	1,486,335.26	4,858,707.69	16.48	24,623,833.31

REVENUE REPORT
CALENDAR 10/2023, FISCAL 4/2024

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,610,109.00	1,311,425.99	1,837,643.95	39.86	2,772,465.05
	ROAD USE TOTAL	720,590.00	62,231.66	272,763.91	37.85	447,826.09
	LOCAL OPTION SALES TAX TOTAL	950,000.00	174,961.12	369,560.55	38.90	580,439.45
	TIF TOTAL	787,632.00	347,267.47	374,550.50	47.55	413,081.50
	L.M.I TOTAL	223,342.00	.00	49,900.59	22.34	173,441.41
	DEBT SERVICE TOTAL	1,160,070.00	315,332.90	351,914.95	30.34	808,155.05
	CITY FACILITIES TOTAL TOTAL	2,460,900.00	.00	2,010,439.75	81.70	450,460.25
	CAPITAL WATER PROJECT TOTAL	6,510,000.00	.00	.00	.00	6,510,000.00
	CAPITAL EQUIPMENT/VEHICLE TOTA	329,100.00	.00	211,574.78	64.29	117,525.22
	NORTHSIDE DRIVE PROJECT TOTAL	2,018,000.00	.00	1,125,000.00	55.75	893,000.00
	TRAIL PROJECTS TOTAL	275,000.00	.00	425,000.00	154.55	150,000.00-
	STREET PROJECTS TOTAL	250,000.00	.00	250,000.00	100.00	.00
	WATER TOTAL	1,770,900.00	235,000.10	930,782.24	52.56	840,117.76

REVENUE REPORT
CALENDAR 10/2023, FISCAL 4/2024

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SEWER TOTAL	1,888,300.00	173,965.14	689,455.60	36.51	1,198,844.40
	SOLID WASTE/RECYCLING TOTAL	416,000.00	34,670.85	138,057.29	33.19	277,942.71
	STORM WATER UTILITY TOTAL	295,000.00	10,902.84	76,048.45	25.78	218,951.55
	TOTAL REVENUE BY FUND	24,664,943.00	2,665,758.07	9,112,692.56	36.95	15,552,250.44

**BALANCE SHEET
CALENDAR 10/2023, FISCAL 4/2024**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
0016996404	CENSUS	.00	.00
	TOTAL	----- .00	----- .00
001-000-1110	CHECKING - GENERAL	980,728.42	359,380.23-
001-000-1725	ACCUM.DEPR. - LIBRARY BLDG	.00	.00
001-000-1745	ACCUM.DEPR. - PWD EQUIPMENT	.00	.00
001-000-1755	ACCUM.DEPR. - POLICE	.00	.00
001-000-1756	ACCUM.DEPR. - FIRE DEPT.	.00	.00
001-000-1805	ACCUM.DEPR. - SIDEWALKS	.00	.00
001-000-1806	ACCUM.DEPR.- PARKER BLVD	.00	.00
110-000-1110	CHECKING - ROAD USE	38,496.87	607,269.30
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	174,961.12	1,778,656.56
125-000-1110	CHECKING - TIF	347,267.47	627,134.48
135-000-1110	CHECKING - L.M.I.	21,710.58-	567,473.32
167-000-1110	CHECKING - PC COMM. LIB TRUST	.00	11,789.34
177-000-1110	CHECKING - FORFEITURE	.00	18,716.81
200-000-1110	CHECKING - DEBT SERVICE	315,332.90	326,804.89
301-000-1110	CHECKING - CAPITAL PROJECT	619,691.53-	5,075,486.18
302-000-1110	CHECKING - CAPITAL WATER PROJ	30,630.00-	562,294.90
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	122,090.26-	50,408.89
304-000-1110	CHECKING	.00	32,992.00
305-000-1110	CHECKING	17,090.00-	1,088,570.00
306-000-1110	CHECKING	7,415.00-	404,490.00
307-000-1110	CHECKING	18,975.00-	221,700.00
600-000-1110	CHECKING - WATER UTILITY	111,755.42	1,784,405.71
600-000-1805	ACCUM. DEPR. - WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	89,659.72	1,585,237.45
610-000-1805	ACCUM. DEPR. - SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	32,266.23-	78,130.19
740-000-1110	CHECKING	7,961.77-	227,341.03
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	----- 1,180,371.55	----- 14,689,520.82
600-000-1111	WAT.SINKING/CKG	.00	.00
610-000-1111	SEWER SINKING FUND	.00	.00
	WATER SINKING TOTAL	----- .00	----- .00
600-000-1112	WATER TRUST CHECKING	.00	.00
610-000-1112	SEW.IMPR.CHECKING	.00	.00
	CHECKING TOTAL	----- .00	----- .00
600-000-1113	WAT.IMPR/CHECKING	.00	.00

BALANCE SHEET
CALENDAR 10/2023, FISCAL 4/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
610-000-1113	79 SANITARY SEWER DISTRICT	.00	.00
	CHECKING TOTAL	----- .00	----- .00
600-000-1115	Water Holding Account	.00	.00
	TOTAL	----- .00	----- .00
001-000-1120	LIBR.PETTY CASH	.00	35.00
600-000-1120	WATER PETTY CASH	.00	.00
	PETTY CASH TOTAL	----- .00	----- 35.00
001-000-1121	GENERAL PETTY CASH	.00	100.00
	PETTY CASH TOTAL	----- .00	----- 100.00
001-000-1122	PETTY CASH-POLICE	.00	300.00
	PETTY CASH-POLICE TOTAL	----- .00	----- 300.00
001-000-1150	GENERAL RESERVE IPAIT A/C	.00	1.00
125-000-1150	TIF RESERVE IPAIT A/C	.00	.00
135-000-1150	LMI - IPAIT Account	.00	1.00
200-000-1150	DEBT/TIF/CHECKING	.00	.00
301-000-1150	TIF SPECIAL REVENUES	.00	.00
600-000-1150	WATER FUND IPAIT A/C	.00	1.00
610-000-1150	SEWER FUND IPAIT A/C	.00	1.00
	CHECKING TOTAL	----- .00	----- 4.00
001-000-1151	GENERAL INVESTMENT	.00	.00
600-000-1151	WATER RESERVE INVESTMENT	.00	.00
610-000-1151	Sewer Fund CD	.00	.00
	SAVINGS TOTAL	----- .00	----- .00
600-000-1152	WATER TRUST INVESTMT.	.00	.00
	WATER TRUST INVESTMENT TOTAL	----- .00	----- .00
001-000-1160	SUPER MONEY MKT II	13.11	10,328.31
110-000-1160	SAVINGS	.00	.00

BALANCE SHEET
CALENDAR 10/2023, FISCAL 4/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
125-000-1160	SAVINGS	.00	.00
	SUPER MONEY MKT II TOTAL	13.11	10,328.31
001-000-1161	GRINNELL STATE BANK CD	.00	1,587,732.64
610-000-1161	Polk County Bank CD	.00	.00
	GRINNELL STATE BANK CD TOTAL	.00	1,587,732.64
001-000-1162	LUANA BANK C.D.-1.85%	.00	3,250,000.00
	TOTAL	.00	3,250,000.00
001-000-1163	Luana Savings Bank - M.M. Acco	392.10	562,237.48
135-000-1163	Luana Money Market Account	.00	719,041.86
600-000-1163	Luana Money Market Account	.00	.00
610-000-1163	Luana Money Market Account	.00	.00
	LUANA MONEY MARKET TOTAL	392.10	156,804.38
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00
	TOTAL	.00	.00
	TOTAL CASH	1,180,776.76	19,694,825.15

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area**

TIF Authority (Name of City or County Operating the TIF): POLK CITY

County (Where TIF is Located): Polk County

Urban Renewal Area Name: 77077 - POLK CITY KOESTER CONSTRUCTION URBAN RENEWAL

Urban Renewal Area Number: 77077 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0.00

*There must be attached a 'FORM 1.1' showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File 'FORM 2' with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File 'FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this _____ day of _____, _____

Signature of Authorized Official

Telephone

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

TIF Authority: POLK CITY County: Polk County

Urban Renewal Area Name: 77077 - POLK CITY KOESTER CONSTRUCTION URBAN RENEWAL

Urban Renewal Area Number: 77077

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

(Format: XX/XX/20XX)

	Date Indebtedness Reduced:	Amount Reduced:
1		
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23		
24		
25		
Total Indebtedness Reduction For This Urban Renewal Area:		0.00

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area**

TIF Authority (Name of City or County Operating the TIF): POLK CITY

County (Where TIF is Located): Polk County

Urban Renewal Area Name: 77089 - POLK CITY URBAN RENEWAL AREA II URBAN RENEWAL

Urban Renewal Area Number: 77089 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 750,000.00

*There must be attached a 'FORM 1.1' showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File 'FORM 2' with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File 'FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this _____ day of _____, _____

Signature of Authorized Official

Telephone

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

TIF Authority: POLK CITY County: Polk County

Urban Renewal Area Name: 77089 - POLK CITY URBAN RENEWAL AREA II URBAN RENEWAL

Urban Renewal Area Number: 77089

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

(Format: XX/XX/20XX)

	Date Indebtedness Reduced:	Amount Reduced:
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Total Indebtedness Reduction For This Urban Renewal Area:		0.00

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area**

TIF Authority (Name of City or County Operating the TIF): POLK CITY

County (Where TIF is Located): Polk County

Urban Renewal Area Name: 77096 - POLK CITY DEER HAVEN URBAN RENEWAL

Urban Renewal Area Number: 77096 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0.00

*There must be attached a 'FORM 1.1' showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File 'FORM 2' with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File 'FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this _____ day of _____, _____

Signature of Authorized Official

Telephone

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

TIF Authority: POLK CITY County: Polk County

Urban Renewal Area Name: 77096 - POLK CITY DEER HAVEN URBAN RENEWAL

Urban Renewal Area Number: 77096

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

(Format: XX/XX/20XX)

	Date Indebtedness Reduced:	Amount Reduced:
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Total Indebtedness Reduction For This Urban Renewal Area:		0.00

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

RESOLUTION NO. 2023-138

**RESOLUTION OBLIGATING FUNDS FROM THE URBAN RENEWAL
TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF
ANNUAL APPROPRIATION TAX INCREMENT FINANCED
OBLIGATIONS FOR FY 25**

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 Urban Renewal Plans for the Polk City Area II Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted ordinances 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 (the “Urban Renewal Tax Revenue Fund”), 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 has scheduled payments (the “Annual Payments”) which shall come due in the City’s 2025 fiscal years with respect to the City’s TIF obligations which were previously approved by resolutions of the City Council and were made subject to annual appropriation determinations by the City Council, all as set forth on Exhibit A hereto; and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the Annual Payments, funds anticipated to be received in Urban Renewal Tax Revenue Fund in the fiscal years beginning July 1, 2025;

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

Section 1. The City Council hereby obligates funds, for the purposes and in the amounts set forth on Exhibit A hereto, for appropriation from the Urban Renewal Tax Revenue Fund to the full satisfaction of the Annual Payments in the City’s 2025 fiscal year.

Section 2. The City Clerk is hereby directed to certify the respective amounts obligated for appropriation as set forth in Section 1 above, with the City’s December 1, 2023 certification of debt payable from the Urban Renewal Tax Revenue Fund and to reflect such amount in the City’s budget for the next succeeding fiscal year. All action previously taken by the City Clerk to certify such amounts is all hereby ratified and approved.

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

PASSED AND APPROVED November 27, 2023.

Mayor

Attest:

City Clerk

EXHIBIT A

Schedule of Annual Appropriation Payments for FY '25

<i>Name of Annual Appropriation Obligation</i>	<i>Date of original City Council approval</i>	<i>Amount obligated for appropriation in FY '25</i>
Development Agreement Queensland LLC formerly Bridge Point LLC. NTE \$771,886	5-26-2015	\$69,874
Development Agreement Polk City Commercial Ctr. NTE \$200,000	4-22-2013	\$17,220
Development Agreement Polk City Dental NTE \$500,000 (final)	5-10-2010	\$25,056
Development Agreement Fareway NTE \$525,000	2-6-2013	\$31,568
Development Agreement Frihalage NTE \$300,000	7-24-2017	\$33,881
Development Agreement Luana Savings Bank NTE \$650,000	12-10-2018	\$93,676
Kwik Trip doing business as Kwik Star (final)	5-26-2020	\$11,426
Development Agreement Deer Haven NTE \$1,286,647	8-14-2017	\$159,959

RESOLUTION NO 2023-139

**RESOLUTION AUTHORIZING INTERNAL ADVANCE FOR FUNDING
OF URBAN RENEWAL ADMIN SUPPORT PROGRAM FY 25**

WHEREAS, the City of Polk City, Iowa (the “City”), has previously established the Polk City Area II Urban Renewal Area (the “Urban Renewal Area”) and has established the Polk City Area II Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has authorized the 2024-2028 Urban Renewal Administration and Professional Support Program (the “Admin Support Program”); and

WHEREAS, costs (the “Program Costs”) have been and will be incurred in connection with the undertaking of the Admin Support Program; and

WHEREAS, in order to cover a portion of the Program Costs and to make such Program Costs eligible to be recouped from incremental property tax revenues, it is necessary to facilitate an internal advance (the “Advance”) of funds;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Polk City, Iowa, as follows:

Section 1. It is hereby directed that an amount not in excess of One Hundred Thousand Dollars (\$100,000) be advanced (the “Advance”) from the General Fund (the “Source Fund”) in order to fund a portion of the Admin Support Program. The Admin Support Program shall be repaid to the Source Fund, without interest, out of incremental property tax revenues received with respect to the Urban Renewal Area.

It is intended that the Advance shall be repaid in one (1) annual installment on June 1, 2025, provided however that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds to the repayment of the Advance, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the County Auditor of Polk County, Iowa to evidence the Advance described herein. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2023, the full amount of the Advance as set forth in Section 1 above.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this November 27, 2023.

Mayor

Attest:

City Clerk



City of Polk City, Iowa City Council Agenda Communication

Date: November 27, 2023
To: Mayor, City Council, and City Manager
From: Karla Hogrefe – Fire Chief
Subject: October 2023 Monthly Report

BACKGROUND: There were 49 calls for service in the month of October, which was down 6 calls from September. We had Paramedic coverage 29 nights out of 31. Full-Time FF/Paramedic Riley Noggle picked up 6 on-call shifts and two overtime shifts to help cover the paramedic position this month.

The consultant that we hired for Ground Emergency Medical Transport (GEMT) Medicaid Cost report for FYE 6/30/2023 was submitted to the State of Iowa this month. We received acknowledgment from the state that this report is complete. Attached is the cost report along with the acknowledgment letter from the State of Iowa.

October Staff Anniversaries:

FF/Paramedic Josh Klinge – PCFD 3 Years
FF/EMT Tyler Pedersen – PCFD 1 Year

TRAINING: We conducted 3 training classes the month of October. October 3 – EMS Training medical assessment scenarios with two continuing education hours provided. October 10 – Fire Training – multi-company drills at the acquired structure at 305 Church St. We conducted search and rescue drills using the smoke machine and mayday scenarios. October 17 – Annual hose testing instead of department business meeting. Every year we have to test all of our hose to make sure it can withstand high pressures without failure. The day crew began hose testing at 9:00 am, more members came in at night and we didn't finish until after 9:00 pm. October 24 – We held an officer's meeting and completed our training schedule for 2024. After the officer's meeting, we had Fire Training – Extrication. We had 3 cars donated by Ankeny Towing and extra tools provided by Sandry. We split into two groups and practiced stabilizing vehicles and utilizing our extrication tools.



Lieutenant Reis coaching FF Pedersen and FF Reetz at the acquired structure training.



Crews working at extrication training.



Above: Crews working together during extrication training.

To the right: DC Dunham showing crews how to “roll the dash”



PUBLIC RELATIONS: October was a very busy month with PR events. Fire Prevention week was October 8-15. **October 2 & 3** – Library Story Time visit. Crews read some stories, put gear on, and showed the kids the firetruck both days. **October 10** – Lakes Early Learning Center Daycare visit, crews showed the kids the truck and put on fire gear talking about fire safety. **October 11** – Public Safety Golf Outing. **October 14** – Pancake breakfast drive-thru. **October 18** – Summer reading program firetruck ride to school. **October 24** – Yellow Brick Road Daycare visit. **October 25** – Station tour and firetruck ride for a 4 year old birthday girl. **October 29** – Trunk or Treat with an ambulance, firetruck, firefighters, and candy!



FF/EMT Grant Chaney reading and singing to the kids at the library. Below FF/EMT Grant Chaney at Lakes Early Learning.





Pictures from the golf outing. Top picture: FF/EMT Chrissy Bristle, FF Matt Reetz, Lieutenant Llewellyn, and FF/EMT Joe Culham. Bottom picture: Fire Chief Karla Hogrefe and Police Chief Jeremy Siepker.



Pancake Day: Top Picture – Lieutenant Brice Hibbing, FF/EMT Mark Voyek, & Captain Klatt. Bottom left: FF/EMT Nate Burgod the Sausage King. Bottom right: Recruit Brynn Bristle and Chief Hogrefe.

SIGNIFICANT EVENTS: We had 3 close fire calls in October in Polk City. October 20 – The homeowner left a candle warmer turned on and left, smoke detectors went off and neighbors could see smoke in the home. No fire upon arrival, the crew ventilated the home to remove the smoke. October 30 – The homeowner was cooking a brisket in his oven and left the home. When he returned his smoke detectors were going off and his apartment was filled with smoke. Fire contained to oven and out upon arrival. The crew assisted with smoke removal. October 31 – The Resident had turned on the stove when the power was out and forgot to turn the burner off. When the power came back on, there were paper bowls left on the burner which started a fire. The resident was an elderly person who was not very mobile, the meals on wheels person was able to put the fire out before FD arrival. The crew checked for extension and assisted with smoke removal. Smoke detectors and quick responses from the residents and the Fire Department assisted in fire prevention during these incidents. EMS – October 12 there was an incident on the bridge where a subject jumped. Arriving crews attempted life-saving measures with the assistance from Ankeny, Granger, Johnston-Grimes, Polk County Sheriff, Polk City Police, and the Corp of Engineers. Unfortunately, the subject was beyond saving. I am very proud of all the agencies working together and doing everything that they could to give this person a chance.

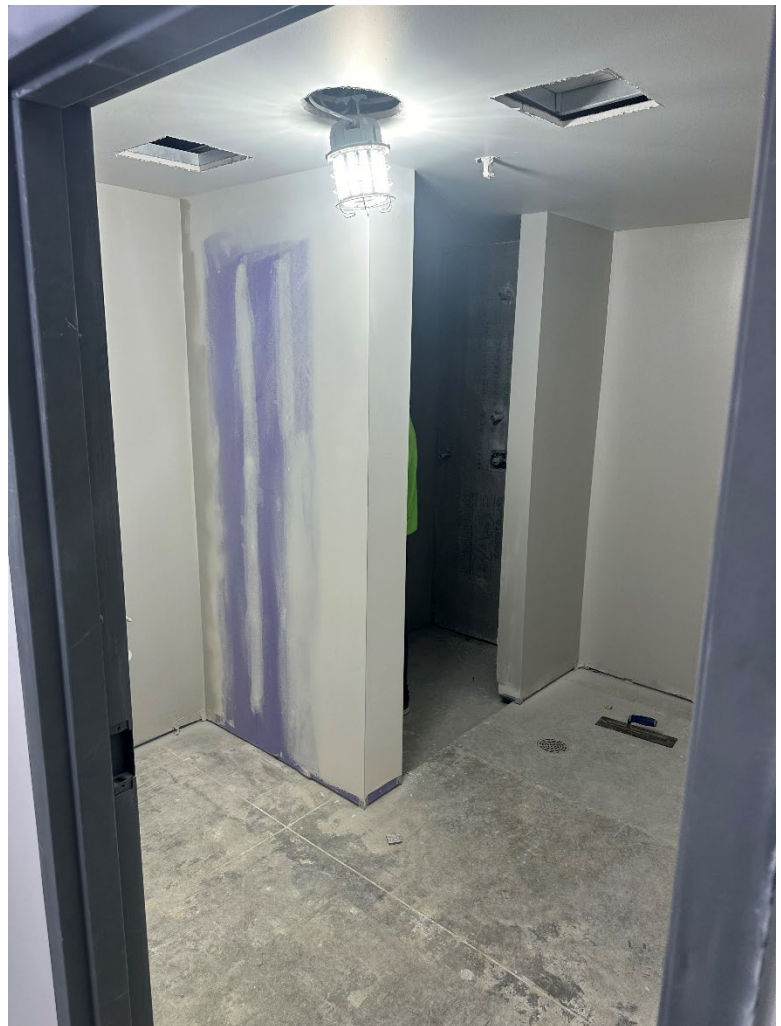
Station Remodel Updates: Phase 2 is moving right along and everything is taking form. Painters are here today working on painting. Appliances have been ordered and will be delivered and installed December 1. The walk-thru punch list is scheduled on December 4. Below are some pictures for reference.



Pictured Above: Future Kitchen



Pictured Left: One of three bunk rooms.



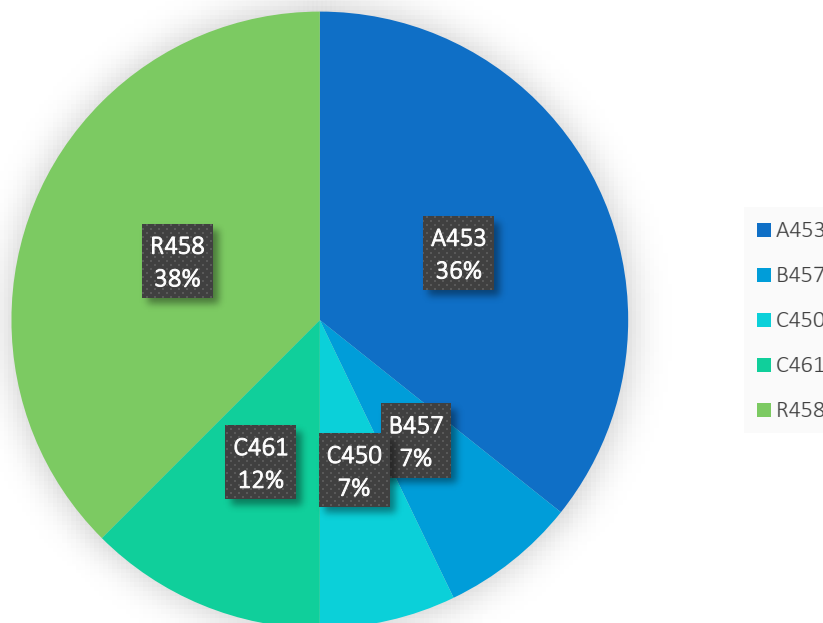
Pictured Right: Bathroom/shower.



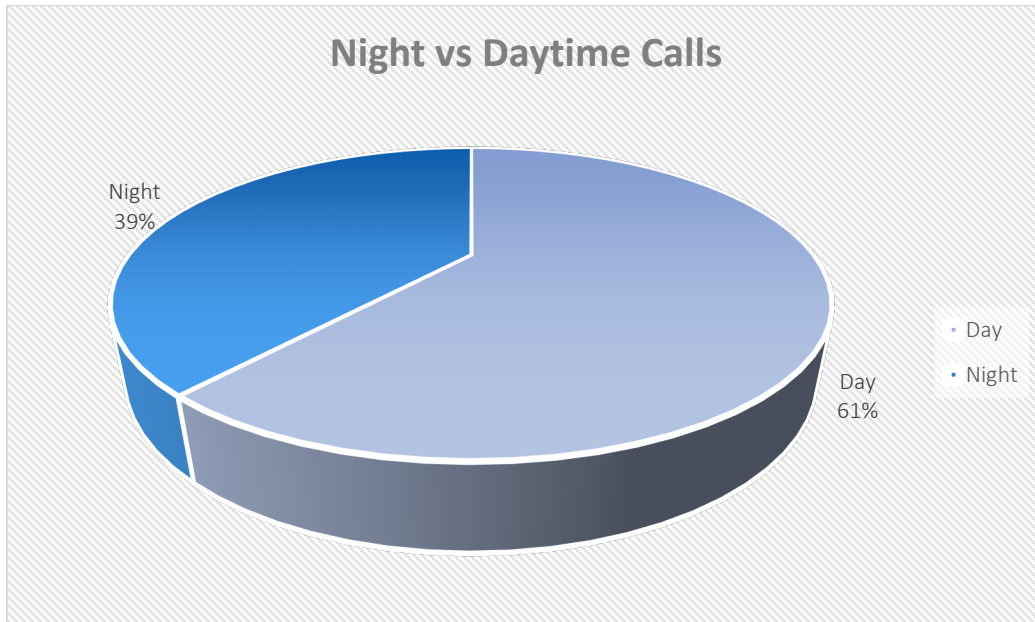
Pictured Above: Dayroom facing back parking lot.

Responses per apparatus including Ambulance 453, Brush 457, Car 450, Car 461, and Rescue 458.

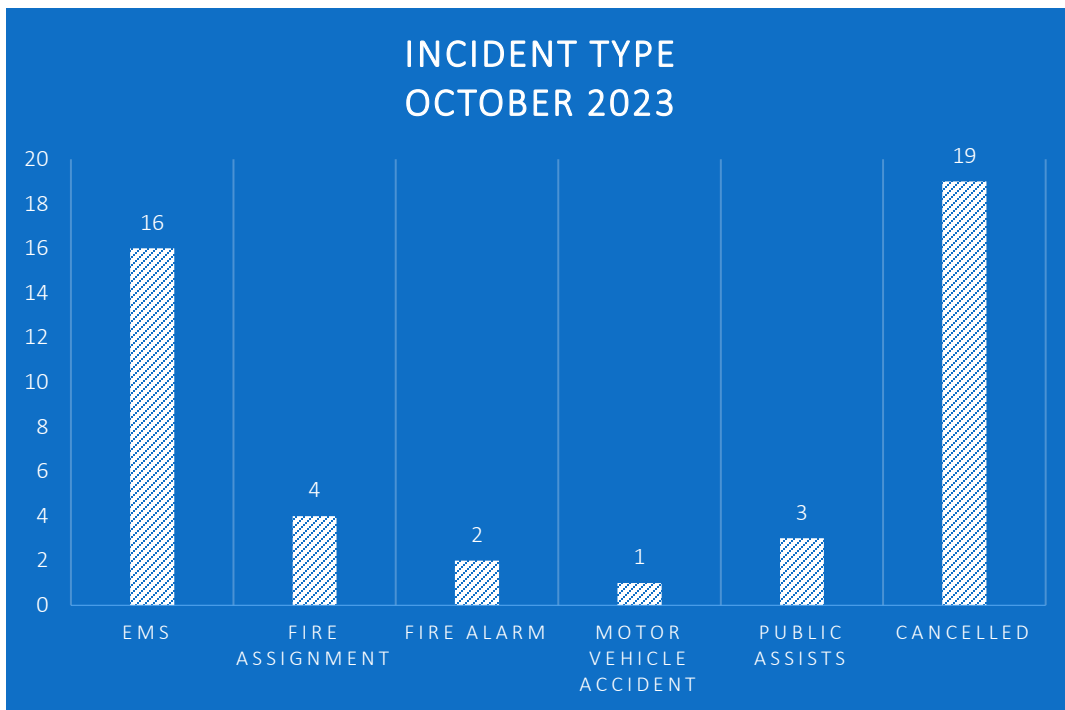
Apparatus Response



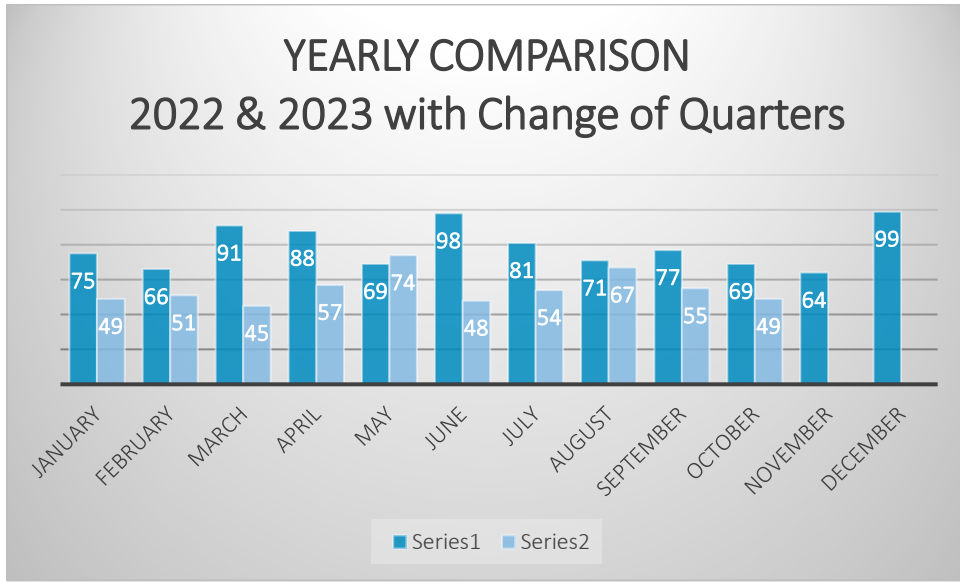
30 calls were during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM). 19 calls were during the night shift, between 18:00 hours (6:00 PM) and 06:00 hours (6:00 AM):



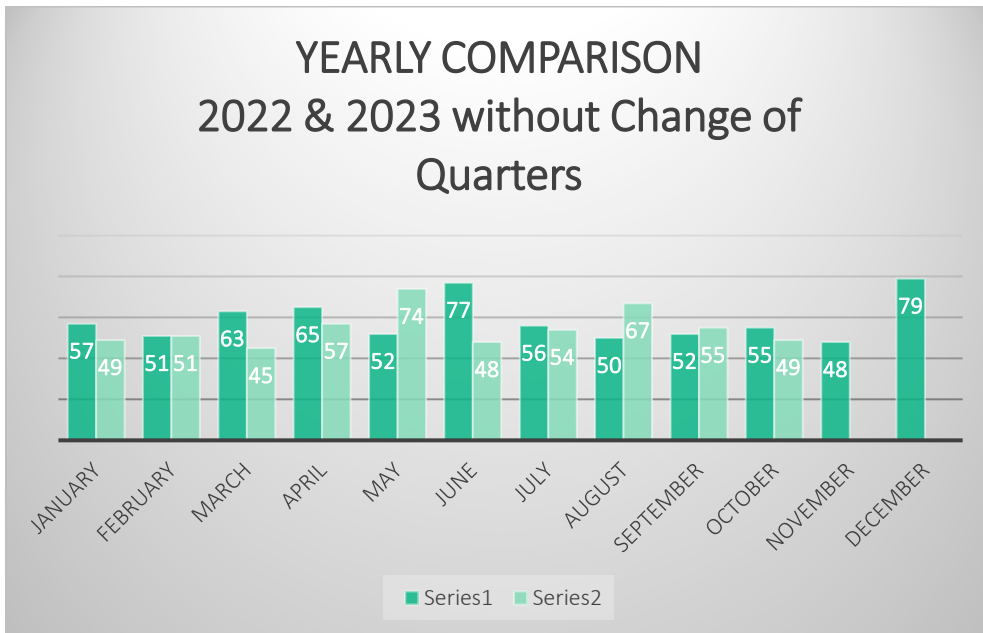
The “Incident Type” of calls was predominately EMS related and cancelled en route.



Below shows run numbers including change of quarters calls from 2022.



Below shows run numbers without change of quarters calls from 2022.





ROE CONSULTING LLC

515-238-7012

rickroe67@gmail.com

16500 Oakbrook Drive, Clive, IA 50325

October 31, 2023

Chief Karla Hogrefe
Polk City Fire Department
309 West Van Dorn Street
Polk City, IA 50226

RE FY25 GEMT Cost Report (using FY23 data)

Chief Hogrefe

Enclosed is the completed FY25 GEMT Cost Report, using financial data from FY23. Also enclosed are the following:

- IGT Funding Source Certification (certifies only local taxes are used to reimburse Iowa Medicaid for the non-federal share of funds)
- Intergovernmental Transfer Agreement (required to reimburse Iowa Medicaid for the non-federal share of funds)
- Provider Participation Agreement (required to participate in the GEMT program for reimbursement)
- Numerous Supporting Documents (required to provide supporting information)

These forms must be emailed to Iowa Medicaid at costaudit@dhs.state.ia.us by November 30, 2023. I will file these forms on behalf of the City of Polk City and copy you on the email submission.

The uncompensated cost per call for the first year of Polk City participation is \$1,733.16. Notable items from this cost report are:

1. **Allocation of EMS (GEMT) Related Expenses** – Polk City utilizes a single cost center for Fire Department operations. This cost center encompasses the operations for both EMS and fire-related service deliveries. These costs have been assigned to EMS (GEMT) in three ways:
 - a. All EMS – Applicable expenses are assigned 100% to EMS without applicability to fire.
 - b. Fire v. EMS – These costs are split between fire and EMS-related services based on time on task. This allocation method assigns applicable expenses 68.6% EMS and 31.4% fire.
 - c. EMS Space – These costs are split according to the square footage allocation between fire and EMS. This allocation method assigns applicable expenses 41.2% EMS and 58.8% fire.
2. **Uncompensated Cost per GEMT Transport** – Note that the GEMT Cost Report rules confusingly define a “Transport” as both transporting a patient to the hospital, as well as any ambulance response to an EMS incident in which the patient refuses treatment or cannot be located after arrival at the scene (they refer to these as “Dry Runs”). The math for establishing the uncompensated cost per call is:
 - a. Grand Total of EMS/GEMT Service Costs = \$689,777.00
 - b. Divided by Total EMS/GEMT Transports (368) = \$1,874.39 Average Cost per Transport
 - c. Multiplied by Total Medicaid Transports (43) = \$80,598.77 Total Medicaid Transport Costs
 - d. Less Medicaid Transports Revenue (\$6,072.98) = \$74,525.29 Medicaid Uncompensated Costs
 - e. Divided by Total Medicaid Transports (43) = \$1,733 Medicaid Uncompensated Cost per Transport

3. **Allocation of Administration and General Expenses** – The GEMT Cost Report allows indirect costs (such as supporting services – Human Resources, Finance/Administration, City Manager’s Office, etc.) to be allocated to EMS/GEMT. Two methodologies are allowed for identifying these costs: 1. Direct identification through an allocation plan to assign expenses, or 2. Using a 10% de minimis rate of total EMS/GEMT expenses. Through my discussion with peers, most agencies in Iowa utilize the 10% de minimis rate as it is much easier, and those that have fully evaluated both options have found it to provide a higher rate. This Cost Report utilizes the 10% de minimis rate per your direction.
4. **Reclassification of Select Expenses** – On Schedule 6 – Reclassification of Expenses, you will notice two reclassifications. The GEMT Cost Report requires that ambulance billing and property insurance be listed separately from other items in their Polk City line items.

For FY25, starting in July of 2024, Polk City can anticipate two monthly financial transactions:

1. GEMT revenue will be received monthly. This is the gross amount due from the uncompensated cost per Medicaid transport. Polk City will want to budget this revenue for FY25. Using FY23 Medicaid transports as an estimate, the revenue should be around \$74,000.
2. Iowa Medicaid requires the State's share of Medicaid expenses to be reimbursed to them. They will invoice Polk City monthly on a prospective basis. You will need to plan for this expense in your FY25 budget. The state share amount hovers just under 40%. In FY23, it was 36.87%. Using FY23 Medicaid transports as an estimate, the expense should be around \$27,000.

Iowa Medicaid completes a desk review audit each year and will inevitably have a few questions and technical corrections. Our information is well-organized and supported. We should be able to answer any inquiries received easily.

If you have any questions, please let me know.

Sincerely



Rick D. Roe

STATE OF IOWA DEPARTMENT OF
Health AND **Human**
SERVICES

Kim Reynolds
GOVERNOR

Adam Gregg
LT. GOVERNOR

Kelly Garcia
DIRECTOR

October 31, 2023

Karla Hogrefe
Polk City Fire Department
309 West Van Dorn Street
Polk City, IA 50226

Subject: Submitted Ground Emergency Medical Transportation (GEMT) Medicaid Cost Report for **FYE 06/30/2023**
NPI Number: **1073673463**
Provider Number: **0142760**

Dear Ms. Hogrefe:

We acknowledge receipt of the **FYE 06/30/2023** GEMT Medicaid Cost Report for Polk City Fire Department. After reviewing this submitted report for inclusion of all schedules and signatures we find it **complete**.

We thank you for completing and submitting all necessary schedules. Should you have any questions, please contact us at (515) 256-4610 or (866) 863-8610 or by e-mail at costaudit@dhs.state.ia.us.

Sincerely,



Deb Felton
Iowa Medicaid
Provider Cost Audit and Rate Setting Unit
dfelton@mslc.com

CC: Rick Roe, Roe Consulting LLC



CITY-WIDE CLEAN-UP EVENT

Curbside Pick Up April 22*, 2024

*(pick-up may carry over to April 23rd and 24th, depending on how much of the City can get picked up in one day)

The purpose of the City Clean-Up is to help residents dispose of clutter caused by bulky waste. Place all acceptable items at the curb the night **BEFORE**. Do **NOT** put on carts or trailers. **STACK / DO NOT DUMP IN A PILE**. Please and thank you!

Items you may place at the curb:

- Household furniture and other items that usually require a sticker for curbside disposal
 - Tables, chairs, mattresses, bed frames, dressers, nightstands, lamps, couches, recliners, cabinets, doors, windows, electronics, carpet (cut 4 ft x 18 in), bicycles patio furniture, grills (propane tank must be removed)
- Weight limit of 150lbs per item
- Maximum length of 5' (except furniture)
- Small electronics, such as VCR/DVD, computer monitor and/or printer **WILL** be accepted.

Items NOT accepted (check with Hazardous Waste for acceptance 515.967.5512)

- Dirt, sod, concrete, brick, asphalt, railroad ties
- Vehicle parts, lawnmowers
- Building materials, Decking materials
- Metal, Chemicals, Gas
- Paint or thinners, solvents, antifreeze
- Toxic materials, radioactive materials
- Compressed gas cylinders
- Hazardous waste
- Ammunition
- TVs

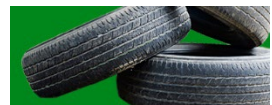
Appliance and Tire DROP-OFF

Thursday April 25th ONLY between 8am-3pm

*This is **ONLY** for Polk City Residents living within the City Limits of Polk City

These Items ONLY accepted at the Maintenance Shop

- Heaters, Kitchen Appliances, air conditioners, microwaves, furnaces, and washers/dryers
- **5 Tire Limit** - Vehicle Passenger Tires – tires only, no rims (NO agricultural or semi-tractor/trailer tires, bicycle, or solid tires such as lawnmower or cart tires)



For more information about safe, smart waste disposal and recycling options, call 515.244.0021 or visit www.WherelItShouldGo.com.

Residential Scrap Tire Program



Metro Waste Authority



City of Polk City, Iowa City Council Agenda Communication

Date: November 14th, 2023
To: Mayor Karsjen & City Council
From: Chief Jeremy Siepker
Subject: 28-E Agreement for Tobacco, Alt Nicotine and Vapor Product Enforcement

BACKGROUND: The Polk City Police Department has participated in the Iowa Alcoholic Beverages Division (ABD) Tobacco Product Enforcement since 2015. This enforcement includes annual compliance checks at the business in Polk City that sell tobacco products. The attached 28-E Agreement is for FY24.

ALTERNATIVES: Do not enter into the attached 28-E agreement.

FINANCIAL CONSIDERATIONS: The Police Department is paid \$75 per compliance check.

RECOMMENDATION: It is my recommendation that the Police Department continues to participate in the ABD Tobacco Enforcement program and enter into the 28-E agreement for FY24.



Kim Reynolds *Governor of Iowa*
Adam Gregg *Lieutenant Governor*
Stephen Larson *Administrator*

November 1, 2023

Dear I-PLEDGE Partner,

The Iowa Department of Revenue (IDR) invites your department to participate in the I-PLEDGE Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for fiscal year 2024 (July 1, 2023 – June 30, 2024). The benefit of a partnership between IDR and law enforcement agencies is evidenced by the 91% statewide compliance rate obtained by tobacco retailers in FY2023.

In order to be an I-PLEDGE partner in fiscal year 2024, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement on the last page and return the entire agreement in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office along with an enforcement handbook.

It is important to remember that IDR is required to conduct one (1) compliance check of each tobacco, alternative nicotine and vapor product retailer during FY2024, with a repeat check of any business that fails the first compliance check. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed. Once compliance checks are completed, it is imperative that your department electronically submit compliance check results to IDR in a timely manner to ensure prompt payment to your department. Instructions on how to electronically submit compliance check results to IDR will be included in the enforcement handbook.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Additional details regarding these age-restricted products will be included in the enforcement handbook.

On June 29, 2020, Governor Reynolds signed legislation which increased the state minimum age to purchase tobacco, alternative nicotine and vapor products from 18 to 21 years. State of Iowa law is reflective of the federal minimum age to purchase which was raised on December 20, 2019. Due to this law change, underage purchasers from the age of sixteen to twenty years old may be utilized in the program. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 12.10 of the 28E Agreement. In the meantime, feel free to contact 515.281.7434 or iapledge@iowaabd.com with questions regarding the enclosed agreement.

Sincerely,

A handwritten signature in cursive script that reads "Jessica Ekman".

Jessica Ekman
Tobacco Program Coordinator

28E AGREEMENT FOR TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT

This agreement ("Agreement") is made and entered into on the Effective Date by and between the Iowa Department of Revenue ("IDR"), and Polk City Police Department ("Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 **IDR.** IDR is an agency of the State of Iowa is authorized, pursuant to Iowa Code chapter 453A and a memorandum of understanding with the Iowa Department of Health and Human Services, to provide enforcement for Iowa's tobacco, alternative nicotine, and vapor product laws. IDR's address for the purposes of this Agreement is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 **Department.** The Department operates a duly-recognized Iowa law enforcement agency. The Department's address is: 309 W. Van Dorn Street - P.O. Box 381, Polk City, IA 50226.

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine, and vapor product enforcement activities in compliance with Iowa Code section 453A.2. The legal authority for this agreement is Iowa Code chapter 28E, Iowa Code section 453A.2, and MOU-2024-ABD01 Memorandum of Understanding between the Iowa Department of Health and Human Services Division of Tobacco Use and Prevention and Control and Iowa Department of Revenue.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2024, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code section 28E.8, IDR shall electronically file the Agreement with the Iowa Secretary of State, after the Parties have executed the Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

- 5.1 **Responsibilities of the Department.**
 - 5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine, and vapor product enforcement of Iowa Code chapter 453A.
 - 5.1.2 **Compliance Checks.**
 - 5.1.2.1 "Compliance checks" means activity to enforce tobacco, alternative nicotine, and vapor product laws in accordance with Iowa Code section 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of Iowa Code section 453A.2 within additional jurisdictions upon agreement of the Parties. IDR shall make available to the Department the location of each tobacco, alternative nicotine, and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

- 5.1.2.2 The Department shall perform one (1) **compliance check** of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine, and vapor products are age-restricted pursuant to Iowa Code section 453A.2 and are therefore included in the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.
- 5.1.2.3 **The Department shall not begin to conduct any retailer compliance checks until October 1, 2023.**
- 5.1.2.4 The compliance check shall be completed and submitted for reimbursement to IDR by **February 15, 2024**. The Department should try to complete a compliance check of all seasonal businesses, such as golf courses, marinas, and bait shops, before the businesses close for the 2023 business year, but not before October 1, 2023. If the Department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2023 business year, the Department shall work with IDR to establish a plan for completing these compliance checks.
- 5.1.2.5 The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2024**.
- 5.1.2.6 Clerks that fail compliance checks shall be ticketed criminally.
- 5.1.2.7 The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine, and vapor product permit to the retailer where the offense was committed.
- 5.1.2.8 If the Department fails to complete and submit reimbursement for compliance checks to IDR by **February 15, 2024**, IDR will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that IDR may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.
- 5.1.3 **Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged, where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6 . Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) ***will not allow underage purchasers under the age of sixteen*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a

representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

5.1.4 **Routine Enforcement**. In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.

5.1.5 **Civil Proceedings**. The Department shall cooperate with city, county, and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine, and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 **Compliance Reports**. The Department shall provide monthly reports to IDR in the manner prescribed by IDR.

5.1.7 **Miscellaneous**. The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine, and vapor product enforcement activities. The Department shall provide all office space, equipment, and personnel necessary to conduct tobacco, alternative nicotine, and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing, and compensation of its officers.

5.2 **Responsibilities of IDR.**

5.2.1 **Enforcement Guidance**. IDR shall provide guidance on tobacco, alternative nicotine, and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.2 **Payment**. IDR shall pay the Department in the manner described in Section 6 of this Agreement.

5.2.3 **Cooperation**. If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine, and vapor product enforcement activities. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.4 **Insurance, Benefits, and Compensation**. IDR shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance, and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. IDR shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

6.1 **Method of Payment**. In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For

example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.

6.2 **Eligible Claims**. Compliance checks that are conducted on or after October 1, 2023 are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

6.3 **Allocations**. The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.3.1 **Sole Activity**. Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.

6.4 **Payment in Arrears**. IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

SECTION 7. ADMINISTRATION OF AGREEMENT. IDR and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. IDR and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 **Termination for Convenience**. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 **Termination Due to Lack of Funds or Change in the Law**. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IDR

shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

- 10.2.1 The legislature or governor fail in the sole opinion of IDR to appropriate funds sufficient to allow IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
 - 10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;
 - 10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
 - 10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;
 - 10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.
- 10.3 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
- 10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;
 - 10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;
 - 10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;
 - 10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
- 10.4.1 Immediately terminate the Agreement without additional written notice; or,
 - 10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

SECTION 11. CONTACT PERSON. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 12. CONTRACT ADMINISTRATION.

- 12.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

- 12.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.
- 12.3 **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDR or the State of Iowa.
- 12.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.
- 12.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 12.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 12.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 12.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between IDR and the Department for the services provided in connection with the Agreement.
- 12.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of IDR and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach, the right to require performance with respect thereto, or to claim a breach with respect thereto.
- 12.10 **Notices.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:
- 12.10.1 At the time it is actually received; or,
- 12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- 12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR

Name: Jessica Ekman

Title: Tobacco Program Coordinator
Address: 1918 SE Hulsizer Road
City, State Zip Code Ankeny, Iowa 50021
Phone Number: (515) 281-7434
E-mail Address Ekman@iowaabd.com

Party: The Department
Name: Jeremy Siepker
Title: Chief
Address: 309 W. Van Dorn Street - P.O. Box 381
City, State Zip Code Polk City, Iowa 50226
Phone Number: 515-984-6565
E-mail Address jsiepker@polkcityia.gov

- 12.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.
- 12.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 12.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 12.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.
- 12.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 12.15 **Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- 12.16 **Record Retention and Access.** The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit,

excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records, or other records of the Department relating to invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The Department shall not impose a charge for audit or examination of the Department's books and records. Based on the audit findings, IDR reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures.

12.17 **Additional Provisions.** The parties agree that any Addendum, Rider, or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

12.18 **Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 13. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

Iowa Department of Revenue	
Signature	Date
Name:	
Title:	

Polk City Police Department	
Signature	Date
Name:	
Title:	

RESOLUTION NO. 2023-140

**A RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF
POLK CITY AND IOWA ALCOHOLIC BEVERAGES DIVISION FOR TOBACCO,
ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT**

WHEREAS, the Iowa Alcoholic Beverages Division (ABD) and the Polk City Police Department entered into an agreement in 2015 to provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A; and

WHEREAS, an agreement has been reached between the City Council of the City of Polk City and the Iowa ABD to continue participation in the Tobacco Enforcement Program as shown on the attached 28E Agreement which the Polk City Police Chief supports and recommends.

BE IT, THEREFORE, RESOLVED by the City Council of the City of Polk City, Iowa, that the 28E Agreement in the form attached hereto as Exhibit "A" for tobacco, alternative nicotine and vapor product enforcement is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute said 28E Agreement on behalf of the City of Polk City, Iowa.

DATED this 27 day of November 2023.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk



November 22, 2023

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

RE: RECOMMENDATION OF ACCEPTANCE OF PUBLIC IMPROVEMENTS
PARTIAL PAYMENT APPLICATION NO. 12 (SUBFINAL)
CHANGE ORDER NO. 4
NORTH 3RD STREET AND VISTA LAKE AVENUE INTERSECTION IMPROVEMENTS PROJECT

Dear Honorable Mayor and City Council:

The Polk City Public Works Department provided construction observation services for the above referenced project and finds them to have been completed in substantial conformance with the approved plans and specifications. Snyder & Associates, Inc., provided construction administration and construction staking services, including review of material submittals, review of change orders, review of testing results for compliance with SUDAS and Polk City code, conducting of project walkthroughs, and preparation of punchlists for use by the Contractor and City Staff.

As such, the project improvements are recommended to be accepted by the City Council.

Please find attached Change Order No. 4, which decreases the overall contract amount by \$2,258.31, includes final adjustment of contract quantities to reflect measurements made in the field. Snyder & Associates, Inc. recommends approval of Change Order No. 1.

Also attached is Partial Payment Application No. 12 (Subfinal). This pay application includes work completed by the Contractor through November 17, 2023 and represents payment of final quantities. Work completed through this pay application includes all construction items. All punchlist items have been completed. 121.5 of the 130 working days for the project have been charged through this pay application and all completion milestones have been achieved. The final contract value is \$1,569,191.02.

Further, we recommend payment of \$4,305.76 to the Contractor, Absolute Concrete Construction Inc. for the remainder of completed contract work, while still retaining 5% of the contract value as retainage.

Please contact me should you have any questions on this pay application or change order. We will be in attendance at the November 27, 2023 City Council meeting to answer any questions regarding this partial payment application and change order.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Travis D. Thornburgh'. Below the signature, the name 'Travis D. Thornburgh, P.E.' is printed in a black, sans-serif font.

Travis D. Thornburgh, P.E.

Enclosure

cc: Mike Schulte, City of Polk City
Chelsea Huisman, City of Polk City
Laura C. Lamberty, P.E., Snyder & Associates

APPLICATION FOR PARTIAL PAYMENT NO. 12 (SUBFINAL)

PROJECT: N. 3rd Street and Vista Lake Avenue Intersection Improvements Project

S&A PROJECT NO.: 121.0455.01

OWNER: City of Polk City
CONTRACTOR: Absolute Concrete Construction, Inc.
ADDRESS: 1800 Burr Oak Blvd
PO Box 430
Granger, IA 50109
DATE: 11/20/2023

PAYMENT PERIOD: 5/16/2023 to FINAL

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 1,586,306.00
Net Change by Change Order: \$ (17,114.98)
Contract Amount to Date: \$ 1,569,191.02

CONTRACT PERIOD: TOTAL WORKING DAY:

Original Contract Date: January 10, 2022

Original Contract Time: 120 (Milestone #1: Project Completion)

Added by Change Order: 10

Contract Time to Date: 130

Time Used to Date: 121.5

Contract Time Remaining: 8.5

2. WORK SUMMARY:

Total Work Performed to Date: \$ 1,569,191.02
Retainage: 5.00% \$78,459.55
Total Earned Less Retainage: \$ 1,490,731.47
Less Previous Applications for Payment: \$ 1,486,425.71
AMOUNT DUE THIS APPLICATION: \$ 4,305.76

Milestone #2: April 22, 2023 Landscape Completior

Milestone #3: Plant 180 Calendar Days

Watering and Maintenance Period:

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

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

Absolute Concrete Construction, Inc.
CONTRACTOR
By [Signature] DATE: 11-20-23

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER
By [Signature] DATE: 11/22/2023

5. OWNER'S APPROVAL

City of Polk City
OWNER
By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
2.01.	Clearing and Grubbing	1	LS	\$ 9,000.00	\$ 9,000.00	1		\$ 9,000.00
2.02.	Topsoil, On-Site, 6" Depth	1,515	CY	21.75	32,951.25	1,515		32,951.25
2.03.	Topsoil, Compost-Amended, Contractor Provided	503	CY	17.50	8,802.50	503		8,802.50
2.04.	Excavation, Class 10, Roadway and Borrow	1,830	CY	3.80	6,954.00	1,830		6,954.00
2.05.	Excavation, Class 10, Contractor Provided	2,440	CY	30.00	73,200.00	2,440		73,200.00
2.06.	Below Grade Excavation (Core Out)	1,000	CY	40.30	40,300.00	250		10,075.00
2.07.	Subgrade Preparation, 12" Depth	4,826	SY	2.50	12,065.00	4,826		12,065.00
2.08.	Subgrade Treatment, Geogrid, Triangular	1,500	SY	4.50	6,750.00	1,500		6,750.00
2.09.	Subbase, Modified, 8" Depth	3,530	SY	13.50	47,655.00	3,530		47,655.00
2.10.	Subbase, Special Backfill, 8" Depth	1,296	SY	13.50	17,496.00	1,296		17,496.00
2.11.	Removal of Structure, 15" Pipe Apron	2	EA	350.00	700.00	2		700.00
2.12.	Removal of Known Pipe Culvert, RCP, 15"	102	LF	19.00	1,938.00	102		1,938.00
2.13.	Removal of Known Pipe Culvert, RCP, 24"	24	LF	28.00	672.00	24		672.00
2.14.	Compaction Testing	1	LS	5,000.00	5,000.00	1.00		5,000.00
2.15.	Granular Shoulder, 8" Depth	104	TON	39.50	4,108.00	113.22		4,472.19
2.16.	Temporary Granular Surfacing	150	TON	37.00	5,550.00	150		5,550.00
3.01.	Trench Compaction	1	LS	3,000.00	3,000.00	1.00		3,000.00
4.01.	Storm Sewer, Trenched, RCP, 15" Dia.	463	LF	74.75	34,609.25	463		34,609.25
4.02.	Removal of Storm Sewer, PVC Subdrain, 6" Dia.	76	LF	12.50	950.00	76		950.00
4.03.	Removal of Storm Sewer, CMP, 15"	312	LF	16.00	4,992.00	312		4,992.00
4.04.	Removal of Storm Sewer, RCP, 15"	67	LF	18.00	1,206.00	67		1,206.00
4.05.	Storm Sewer, Abandonment, Fill and Plug	23	LF	96.25	2,213.75	23		2,213.75
4.06.	Temporary Pipe Culvert, Trenched, CMP, 15" Dia.	312	LF	66.75	20,826.00	312		20,826.00
4.07.	Pipe Apron, Guard, & Footing, RCP 15"	1	EA	3,150.00	3,150.00	1		3,150.00
4.08.	Subdrain, Corrugated PVC, 6" Dia.	801	LF	21.00	16,821.00	833		17,493.00
4.09.	Subdrain Cleanouts, Type A-1	3	EA	950.00	2,850.00	3		2,850.00
4.10.	Subdrain Outlets and Connections	11	EA	555.00	6,105.00	11		6,105.00
4.11.	Subdrain Outlets and Connections, 6" Dia. DR-305 Type A	2	EA	635.00	1,270.00	2		1,270.00
4.12.	SW-211, Connect Existing Pipe to Structure	1	EA	2,325.00	2,325.00	1		2,325.00
5.01.	Water Main, Trenched, PVC C900, 8"	264	LF	54.00	14,256.00	264		14,256.00
5.02.	Water Main, Trenched, PVC C900, 12"	342	LF	84.00	28,728.00	356		29,904.00
5.03.	Fitting, 22.5 Degree Bend, 8"	2	EA	707.00	1,414.00	2		1,414.00
5.04.	Fitting, 45 Degree Bend, 8"	3	EA	775.00	2,325.00	3		2,325.00
5.05.	Fitting, 45 Degree Bend, 12"	4	EA	1,150.00	4,600.00	7		8,050.00
5.06.	Fitting, 90 Degree Bend, 8"	1	EA	750.00	750.00			-
5.07.	Fitting, Cross, 12" x 8"	1	EA	1,705.00	1,705.00	1		1,705.00
5.08.	Water Service Stub, 3/4" Copper, With Corporation, Curb Stop and Box	1	EA	1,945.00	1,945.00	1		1,945.00
5.09.	Water Service, 3/4", to Median w/ Meter and Backflow Prevention Device	1	LS	8,225.00	8,225.00	1.00		8,225.00
5.10.	Valve, Gate, 8"	3	EA	2,195.00	6,585.00	2		4,390.00
5.11.	Valve, Gate, 12"	1	EA	3,510.00	3,510.00	1		3,510.00
5.12.	Valve, Gate, Hot Tap, 12"	2	EA	8,900.00	17,800.00	1		8,900.00
5.13.	Fire Hydrant Assembly	2	EA	6,350.00	12,700.00	2		12,700.00
5.14.	Flushing Device, Blowoff	1	EA	2,780.00	2,780.00	1		2,780.00
5.15.	Fire Hydrant Assembly Removal	1	EA	600.00	600.00	1		600.00
5.16.	Removal of Water Main	490	LF	24.50	12,005.00	490		12,005.00

5.17.	Connection to Existing Water Main, Cut-In	2	EA	2,675.00	5,350.00	2	5,350.00
6.01.	Manhole, SW-401, 48" Diameter	4	EA	4,255.00	17,020.00	4	17,020.00
6.02.	Intake, SW-507S	2	EA	4,650.00	9,300.00	2	9,300.00
6.03.	Intake, SW-507L	4	EA	4,650.00	18,600.00	4	18,600.00
6.04.	Manhole Adjustment, Minor	1	EA	475.00	475.00	1	475.00
6.05.	Manhole Adjustment, Major	2	EA	2,516.00	5,032.00	2	5,032.00
6.06.	Remove Intake	1	EA	715.00	715.00	1	715.00
7.01.	Pavement, PCC, 8" Depth	3,400	SY	90.00	306,000.00	3,528.7	317,583.00
7.02.	Median Curb, PCC, 6" Height, 12" Width, Dowelled	124	LF	60.00	7,440.00		-
7.03.	Curb and Gutter, 2.5' Width, 6" Standard Curb, Dowelled	282	LF	50.00	14,100.00		-
7.04.	Curb and Gutter, 2.0' Width, 6" Standard Curb	111	LF	60.00	6,660.00	117	7,020.00
7.05.	PCC Median, Truck Apron, 8" Depth, Colored and Stamped	406	SY	200.00	81,200.00	406	81,200.00
7.06.	Raised PCC Median Pavement, 6" Depth	214	SY	80.00	17,120.00	258	20,640.00
7.07.	PCC Median Paving, 8" Depth, Dowelled	44	SY	150.00	6,600.00		-
7.08.	PCC Pavement Samples and Testing	1	LS	5,000.00	5,000.00	1.00	5,000.00
7.09.	HMA Base Widening, 8" Depth	193	SY	74.50	14,378.50	236.88	17,647.56
7.10.	HMA Overlay, Levelling Course, 1/2" PG 58-28S	45	TON	143.00	6,435.00	20	2,860.00
7.11.	Removal of Sidewalk	145	SY	11.00	1,595.00	150.3	1,653.30
7.12.	Sidewalk, PCC, 4" Depth	112	SY	60.00	6,720.00	112	6,720.00
7.13.	Shared Use Path, PCC, 5" Depth	332	SY	55.00	18,260.00	346	19,030.00
7.14.	Sidewalk, PCC, 6" Depth	96	SY	70.00	6,720.00	106.5	7,455.00
7.15.	Detectable Warning	162	SF	50.00	8,100.00	160	8,000.00
7.16.	Pavement Removal	4,800	SY	11.00	52,800.00	4,800	52,800.00
7.17.	Milling, Variable Depth	160	SY	20.00	3,200.00	160	3,200.00
7.18.	Temporary Roadway Pavement	1,950	SY	33.75	65,812.50	1,937.7	65,397.37
7.19.	Temporary Pavement Patch	84	SY	130.00	10,920.00		-
8.01.	Temporary Traffic Signal	1	LS	8,500.00	8,500.00	1.00	8,500.00
8.02.	Painted Pavement Markings, Solvent/Waterborne	16.5	STA	90.00	1,485.00	20.67	1,860.30
8.03.	Painted Pavement Markings, Durable	27.5	STA	300.00	8,250.00	28.8	8,640.00
8.04.	Grooves Cut for Pavement Markings	27.5	STA	150.00	4,125.00	28.8	4,320.00
8.05.	Pavement Markings Removed	4.5	STA	250.00	1,125.00	5.29	1,322.50
8.06.	Temporary Traffic Control	1	LS	9,400.00	9,400.00	1.0	9,400.00
8.07.	Street Lighting System	1	LS	79,494.00	79,494.00	1.0	79,494.00
8.08.	Street Signs	1	LS	10,200.00	10,200.00	1.0	10,200.00
8.09.	Flaggers	20	CDAY	650.00	13,000.00	12	7,800.00
8.10.	Portable Dynamic Message Sign (PDMS)	45	CDAY	75.00	3,375.00	46	3,450.00
8.11.	Rectangular Rapid Flashing Beacons (North Pedestrian Crossing)	1	LS	19,095.00	19,095.00	1.0	19,095.00
9.01.	Conventional Seeding, Fertilizing, Mulching, Type 1	1.5	AC	6,000.00	9,000.00	1.80	10,800.00
9.02.	Conventional Seeding, Fertilizing, Mulching, Type 4	1.5	AC	3,000.00	4,500.00	1.31	3,930.00
9.03.	Large Shrub, #5 Container, With Warranty	17	EA	85.00	1,445.00	17	1,445.00
9.04.	Native Forb, Plugs 5" D x 2.25" W, With Warranty	1,400	EA	12.00	16,800.00	1,400	16,800.00
9.05.	Native Grass Seeding and Mulching	1	LS	1,200.00	1,200.00	1.0	1,200.00
9.06.	Plant Maintenance and Watering	1	LS	2,500.00	2,500.00	1.00	2,500.00
9.07.	Median Electrical Service	1	LS	7,025.00	7,025.00	1.0	7,025.00
9.08.	PCC Maintenance Curb, 12" Colored	73	LF	85.00	6,205.00	130	11,050.00
9.09.	Stormwater Pollution Prevention Plan (SWPPP) Preparation	1	LS	1,250.00	1,250.00	1.0	1,250.00

9.10.	Stormwater Pollution Prevention Plan (SWPPP) Management	1	LS	5,500.00	5,500.00	1.00		5,500.00
9.11.	Filter Sock, 9" Diameter	1,600	LF	1.75	2,800.00	2,034		3,559.50
9.12.	Filter Sock, Removal	1,600	LF	0.25	400.00	2,034		508.50
9.13.	Temporary RECP, Type 2C	120	SY	4.50	540.00			-
9.14.	Remove Existing Rip Rap	1	LS	1,450.75	1,450.75	1		1,450.75
9.15.	Rip Rap, Class D Revetment	62	TON	75.00	4,650.00	50.1		3,757.50
9.16.	Stabilized Construction Entrance	445	SY	11.50	5,117.50			-
9.17.	Silt Fence or Silt Fence Ditch Check	3,200	LF	1.75	5,600.00	338		591.50
9.18.	Silt Fence or Silt Fence, Removal of Sediment	3,200	LF	0.05	160.00			-
9.19.	Silt Fence or Silt Fence, Removal of Device	3,200	LF	0.05	160.00	338		16.90
9.20.	Inlet Protection Device, Open Throat	6	EA	150.00	900.00	6		900.00
9.21.	Inlet Protection Device, Maintenance	12	EA	50.00	600.00	2		100.00
9.22.	Chain Link Fence, Black Vinyl Chain Link, 42"	94	LF	57.00	5,358.00	118		6,726.00
11.01.	Mobilization	1	LS	100,000.00	100,000.00	1		100,000.00
11.02.	Concrete Washout	1	LS	2,000.00	2,000.00	1		2,000.00
11.03.	Remove Existing Monument Sign (Parcel 2)	1	LS	1,195.00	1,195.00	1		1,195.00
11.04.	Remove Existing Monument Sign (Parcel 4)	1	LS	1,615.00	1,615.00	1		1,615.00
ADDITIVE BID ALTERNATES:								
A.	Rectangular Rapid Flashing Beacons (East Pedestrian Crossing)	1	LS	19,095.00	19,095.00	1		19,095.00
B.	Median Pavement: Add Stamped Texture and Integral Color	258	SY	125.00	32,250.00	258		32,250.00
STORED MATERIALS SUMMARY:								
					-			-
					TOTAL ORIGINAL CONTRACT = \$ 1,586,306.00		\$ 1,519,025.62	
CHANGE ORDER SUMMARY:								
CO 1.1.	Pothole Existing Utilities	1	LS	2,389.00	2,389.00	1	1	2,389.00
CO 1.2.	Connection to Existing Manhole	1	EA	6,556.00	6,556.00	1	1	6,556.00
CO 1.3.	Sanitary Sewer, PVC, 8" Dia.	200	LF	138.00	27,600.00	200	1	27,600.00
CO 1.4.	Trench Box	1	LS	3,600.00	3,600.00	1	1	3,600.00
2.06.	Below Grade Excavation (Core Out)	(750)	CY	40.30	(30,225.00)		2	-
4.08.	Subdrain, Corrugated PVC, 6" Dia.	32	LF	21.00	672.00		2	-
5.02.	Water Main, Trenched, PVC C900, 12"	14	LF	84.00	1,176.00		2	-
5.05.	Fitting, 45 Degree Bend, 12"	3	EACH	1,150.00	3,450.00		2	-
5.06.	Fitting, 90 Degree Bend, 8"	(1)	EACH	750.00	(750.00)		2	-
5.10.	Valve, Gate, 8"	(1)	EACH	2,195.00	(2,195.00)		2	-
5.12.	Valve, Gate, Hot Tap, 12"	(1)	EACH	8,900.00	(8,900.00)		2	-
7.01.	Pavement, PCC, 8" Depth	128.7	SY	90.00	11,583.00		2	-
7.02.	Median Curb, PCC, 6" Height, 12" Width, Dowelled	(124)	LF	60.00	(7,440.00)		2	-
7.03.	Curb and Gutter, 2.5' Width, 6" Standard Curb, Dowelled	(282)	LF	50.00	(14,100.00)		2	-
7.04.	Curb and Gutter, 2.0' Width, 6" Standard Curb	6	LF	60.00	360.00		2	-
7.06.	Raised PCC Median Pavement, 6" Depth	44	SY	80.00	3,520.00		2	-
7.07.	PCC Median Paving, 8" Depth, Dowelled	(44)	SY	150.00	(6,600.00)		2	-
7.09.	HMA Base Widening, 8" Depth	43.88	SY	74.50	3,269.06		2	-
7.10.	HMA Overlay, Levelling Course, 1/2" PG 58-28S	(25)	TON	143.00	(3,575.00)		2	-
7.13.	Shared Use Path, PCC, 5" Depth	14	SY	55.00	770.00		2	-
7.14.	Sidewalk, PCC, 6" Depth	10.5	SY	70.00	735.00		2	-
7.15.	Detectable Warning	(2)	SF	50.00	(100.00)		2	-
7.18.	Temporary Roadway Pavement	(12.3)	SY	33.75	(415.13)		2	-
7.19.	Temporary Pavement Patch	(84)	SY	130.00	(10,920.00)		2	-

8.05.	Pavement Markings Removed	0.5	STA	250.00	125.00		2	-
8.09.	Flaggers	(8)	CDAY	650.00	(5,200.00)		2	-
8.10.	Portable Dynamic Message Sign (PDMS)	1	CDAY	75.00	75.00		2	-
9.08.	PCC Maintenance Curb, 12" Colored	57	LF	85.00	4,845.00		2	-
9.15.	Rip Rap, Class D Revetment	(11.9)	TON	75.00	(892.50)		2	-
9.16.	Stabilized Construction Entrance	(445)	SY	11.50	(5,117.50)		2	-
9.22.	Chain Link Fence, Black Vinyl Chain Link, 42"	24	LF	57.00	1,368.00		2	-
CO 2.1.	Additional Temp. Traffic Signal Mobilization	1	LS	710.40	710.40	1	2	710.40
9.13.	Temporary RECP, Type 2C	(120)	SY	4.50	(540.00)		3	-
CO 3.1.	Temporary RECP, Type 2C	2,370	SY	3.00	7,110.00	2,370	3	7,110.00
CO 3.2.	Conventional Seeding, Type 1	0.5	ACRE	4,400.00	2,200.00	0.5	3	2,200.00
2.15.	Granular Shoulder, 8" Depth	9.22	TON	39.50	364.19		4	-
7.11.	Removal of Sidewalk	5.3	SY	11.00	58.30		4	-
8.02.	Painted Pavement Markings, Solvent/Waterborne	4.17	STA	90.00	375.30		4	-
8.03.	Paintend Pavement Markings, Durable	1.3	STA	300.00	390.00		4	-
8.04.	Grooves Cut for Pavement Markings	1.3	STA	150.00	195.00		4	-
8.05.	Pavement Markings Removed	0.29	STA	250.00	72.50		4	-
9.01.	Conventional Seeding, Fertilizing, Mulching, Type 1	0.30	ACRE	6,000.00	1,800.00		4	-
9.02.	Conventional Seeding, Fertilizing, Mulching, Type 4	(0.19)	ACRE	3,000.00	(570.00)		4	-
9.11.	Filter Sock, 9" Diameter	434	LF	1.75	759.50		4	-
9.12.	Filter Sock, Removal	434	LF	0.25	108.50		4	-
9.17.	Silt Fence or Silt Fence Ditch Check	(2,862)	LF	1.75	(5,008.50)		4	-
9.18.	Silt Fence or Silt Fence, Removal of Sediment	(3,200)	LF	0.05	(160.00)		4	-
9.19.	Silt Fence or Silt Fence, Removal of Device	(2,862)	LF	0.05	(143.10)		4	-
9.21.	Inlet Protection Device, Maintenance	(10)	EA	50.00	(500.00)		4	-
					-			-
				TOTAL CHANGE ORDERS = \$ (17,114.98)				\$ 50,165.40
				TOTAL CONTRACT				
				& CHANGE ORDERS \$1,569,191.02				\$ 1,569,191.02

CHANGE ORDER NO. 4

OWNER: City of Polk City

PROJECT: N. 3rd Street and Vista Lake Avenue
Intersection Improvements Project
S&A PROJECT #: 121.0455.01

To: Absolute Concrete Construction, Inc.
Contractor
1800 Burr Oak Blvd, PO Box 430
Address
Granger, IA 50109
City, State, Zip

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

- 1. Description of change to be made:**
2.15. - Increase of quantity to match field measurements.
7.11. - Increase of quantity to match field measurements.
8.02. - Increase of quantity to match field measurements.
8.03. - Increase of quantity to match field measurements.
8.04. - Increase of quantity to match field measurements.
8.05. - Increase of quantity to match field measurements.
9.01. - Increase of quantity to match field measurements.
9.02. - Reduction of quantity to match field measurements.
9.11. - Increase of quantity to match field measurements.
9.12. - Increase of quantity to match field measurements.
9.17. - Reduction of quantity to match field measurements.
9.18. - Reduction of quantity to match field measurements.
9.19. - Reduction of quantity to match field measurements.
9.21. - Reduction of quantity to match field measurements.

- 2. Reason for Change:**
2.15. - Adjusted to match field measurements.
7.11. - Adjusted to match field measurements.
8.02. - Adjusted to match field measurements.
8.03. - Adjusted to match field measurements.
8.04. - Adjusted to match field measurements.
8.05. - Adjusted to match field measurements.
9.01. - Adjusted to match field measurements.
9.02. - Adjusted to match field measurements.
9.11. - Adjusted to match field measurements.
9.12. - Adjusted to match field measurements.
9.17. - Adjusted to match field measurements.
9.18. - Adjusted to match field measurements.
9.19. - Adjusted to match field measurements.
9.21. - Adjusted to match field measurements.

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

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
2.15.	Granular Shoulder, 8" Depth	9.22	TON	\$39.50	\$364.19
7.11.	Removal of Sidewalk	5.3	SY	\$11.00	\$58.30
8.02.	Painted Pavement Markings, Solvent/Waterborne	4.17	STA	\$90.00	\$375.30
8.03.	Painted Pavement Markings, Durable	1.3	STA	\$300.00	\$390.00
8.04.	Grooves Cut for Pavement Markings	1.3	STA	\$150.00	\$195.00
8.05.	Pavement Markings Removed	0.29	STA	\$250.00	\$72.50
9.01.	Conventional Seeding, Fertilizing, Mulching, Type 1	0.3	AC	\$6,000.00	\$1,800.00
9.02.	Conventional Seeding, Fertilizing, Mulching, Type 4	-0.19	AC	\$3,000.00	-\$570.00
9.11.	Filter Sock, 9" Diameter	434	LF	\$1.75	\$759.50
9.12.	Filter Sock, Removal	434	LF	\$0.25	\$108.50
9.17.	Silt Fence or Silt Fence Ditch Check	-2862	LF	\$1.75	-\$5,008.50

9.18.	Silt Fence or Silt Fence, Removal of Sediment	-3200	LF	\$0.05	-\$160.00
9.19.	Silt Fence or Silt Fence, Removal of Device	-2862	LF	\$0.05	-\$143.10
9.21.	Inlet Protection Device, Maintenance	-10	EA	\$50.00	-\$500.00
				TOTAL	-\$2,258.31

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of -\$2258.31 divided as follows:

	<u>Contract Amount</u>
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	<u>\$1,571,449.33</u>
Change due to this C.O. (+ or -)	<u>(\$2,258.31)</u>
Totals including this C.O.:	<u>\$1,569,191.02</u>

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

Absolute Concrete Construction, Inc.

CONTRACTOR

By



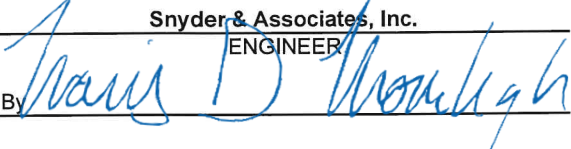
DATE:

11-20-23

Snyder & Associates, Inc.

ENGINEER

By



DATE:

11/22/2023

City of Polk City

OWNER

By

DATE:

CERTIFICATE OF COMPLETION

NORTH 3RD STREET AND VISTA LAKE AVENUE INTERSECTION IMPROVEMENTS PROJECT

Polk City, Iowa

November 22, 2023

We hereby declare that we have made an on-site review of the completed construction of the ***North 3rd Street and Vista Lake Avenue Intersection Improvements Project*** as performed by Absolute Concrete Construction, Inc.

As the Construction Observer for the project it is my opinion that the work performed is in substantial conformance with the plans and specifications, and that the final amount of the Contract is ***\$1,569,191.02***. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.



Nick Furness
Construction Observer
City of Polk City Public Works

11.17.23

RE: N 3rd and E Vista Lake – Plant Replacement

On the 1st of November, 2023, a final landscape walkthrough was held with representatives from the City, Snyder and Associates, and Absolute Group. During this walkthrough, one plant in the center of the roundabout was identified to be not at full health. It was discussed that the plant would be left in place till Spring of 2024, and reviewed at that time to determine if replacement will be needed.

Absolute stands behind this directive and will review the discussed plant's health come Spring of 2024. Absolute also stands behind this directive and will replace the discussed plant, should that decision be made by the City and or Snyder, given the plant does not gain health during the Spring.

Sincerely,
Absolute Group



Eli Hartog
Sr. Project Manager
515-343-4696
jhartog@ag-iowa.com

RESOLUTION NO. 2023-141

A RESOLUTION APPROVING CHANGE ORDER NO. 4 FOR THE NORTH 3RD STREET AND VISTA LAKE AVENUE INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the City of Polk City, City Council, approved Resolution 2021-124 ordering construction for the North 3rd Street and Vista Lake Avenue Intersection Improvements Project on November 22, 2021; and

WHEREAS, the City Council approved Resolution 2022-02 on January 10, 2022 awarding the construction contract to Absolute Concrete Construction, Inc of Granger, Iowa; and

WHEREAS, on January 24, 2022 the City Council approved Resolution 2022-12 approving the contract in the amount of \$1,534,961 with additive bid alternates totaling \$51,345 for a total contract of \$1,586,306; and

WHEREAS, on April 11, 2022 the City Council approved Resolution 2022-39 approving Change Order No. 1 in the amount of \$40,145; and

WHEREAS, on December 14, 2022 the City Council approved Resolution 2022-160 approving Change Order No. 2 in the reduction amount of **-\$63,771.67**, and

WHEREAS, on May 22, 2023 the City Council approved Resolution 2023-64 approving Change Order No. 3 in the amount of \$8,770.00; and

WHEREAS, Absolute Concrete Construction, Inc. and the City Engineer have submitted to the City of Polk City, Change Order No. 4 in the reduction amount of **-\$2,258.31**.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves Change Order No. 4 in the reduction amount of **-\$2,258.31**. for the North 3rd Street and Vista Lake Avenue Intersection Improvements Project.

PASSED AND APPROVED the 27 day of November 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

CHANGE ORDER NO. 4

OWNER: City of Polk City

PROJECT: N. 3rd Street and Vista Lake Avenue
Intersection Improvements Project
S&A PROJECT #: 121.0455.01

To: Absolute Concrete Construction, Inc.
Contractor
1800 Burr Oak Blvd, PO Box 430
Address
Granger, IA 50109
City, State, Zip

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

- 1. Description of change to be made:**
2.15. - Increase of quantity to match field measurements.
7.11. - Increase of quantity to match field measurements.
8.02. - Increase of quantity to match field measurements.
8.03. - Increase of quantity to match field measurements.
8.04. - Increase of quantity to match field measurements.
8.05. - Increase of quantity to match field measurements.
9.01. - Increase of quantity to match field measurements.
9.02. - Reduction of quantity to match field measurements.
9.11. - Increase of quantity to match field measurements.
9.12. - Increase of quantity to match field measurements.
9.17. - Reduction of quantity to match field measurements.
9.18. - Reduction of quantity to match field measurements.
9.19. - Reduction of quantity to match field measurements.
9.21. - Reduction of quantity to match field measurements.

- 2. Reason for Change:**
2.15. - Adjusted to match field measurements.
7.11. - Adjusted to match field measurements.
8.02. - Adjusted to match field measurements.
8.03. - Adjusted to match field measurements.
8.04. - Adjusted to match field measurements.
8.05. - Adjusted to match field measurements.
9.01. - Adjusted to match field measurements.
9.02. - Adjusted to match field measurements.
9.11. - Adjusted to match field measurements.
9.12. - Adjusted to match field measurements.
9.17. - Adjusted to match field measurements.
9.18. - Adjusted to match field measurements.
9.19. - Adjusted to match field measurements.
9.21. - Adjusted to match field measurements.

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

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
2.15.	Granular Shoulder, 8" Depth	9.22	TON	\$39.50	\$364.19
7.11.	Removal of Sidewalk	5.3	SY	\$11.00	\$58.30
8.02.	Painted Pavement Markings, Solvent/Waterborne	4.17	STA	\$90.00	\$375.30
8.03.	Painted Pavement Markings, Durable	1.3	STA	\$300.00	\$390.00
8.04.	Grooves Cut for Pavement Markings	1.3	STA	\$150.00	\$195.00
8.05.	Pavement Markings Removed	0.29	STA	\$250.00	\$72.50
9.01.	Conventional Seeding, Fertilizing, Mulching, Type 1	0.3	AC	\$6,000.00	\$1,800.00
9.02.	Conventional Seeding, Fertilizing, Mulching, Type 4	-0.19	AC	\$3,000.00	-\$570.00
9.11.	Filter Sock, 9" Diameter	434	LF	\$1.75	\$759.50
9.12.	Filter Sock, Removal	434	LF	\$0.25	\$108.50
9.17.	Silt Fence or Silt Fence Ditch Check	-2862	LF	\$1.75	-\$5,008.50

9.18.	Silt Fence or Silt Fence, Removal of Sediment	-3200	LF	\$0.05	-\$160.00
9.19.	Silt Fence or Silt Fence, Removal of Device	-2862	LF	\$0.05	-\$143.10
9.21.	Inlet Protection Device, Maintenance	-10	EA	\$50.00	-\$500.00
				TOTAL	-\$2,258.31

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of -\$2258.31 divided as follows:

	<u>Contract Amount</u>
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	<u>\$1,571,449.33</u>
Change due to this C.O. (+ or -)	<u>(\$2,258.31)</u>
Totals including this C.O.:	<u>\$1,569,191.02</u>

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

Absolute Concrete Construction, Inc.
CONTRACTOR

By  _____

DATE: 11-20-23

Snyder & Associates, Inc.
ENGINEER

By _____

DATE: _____

City of Polk City
OWNER

By _____

DATE: _____

RESOLUTION NO. 2023-142

**A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT
APPLICATION NO. 12 (SUB-FINAL WITH RETAINAGE HELD) AN ACCEPTANCE
OF THE NORTH 3RD STREET AND VISTA LAKE AVENUE INTERSECTION
IMPROVEMENTS PROJECT**

WHEREAS, the City of Polk City, City Council, approved Resolution 2021-124 ordering construction for the North 3rd Street and Vista Lake Avenue Intersection Improvements Project on November 22, 2021; and

WHEREAS, the City Council approved Resolution 2022-02 on January 10, 2022 awarding the construction contract to Absolute Concrete Construction, Inc of Granger, Iowa; and

WHEREAS, on January 24, 2022 the City Council approved Resolution 2022-12 approving the contract in the amount of \$1,534,961 with additive bid alternates totaling \$51,345 for a total contract of \$1,586,306; and

WHEREAS, on April 11, 2022 the City Council approved Resolution 2022-39 approving Change Order No. 1 in the amount of \$40,145; and

WHEREAS, on December 14, 2022 the City Council approved Resolution 2022-160 approving Change Order No. 2 in the reduction amount of **-\$63,771.67**; and

WHEREAS, on May 22, 2023 the City Council approved Resolution 2023-64 approving Change Order No. 3 in the amount of \$8,770.00; and

WHEREAS, on November 27, 2023 the City Council approved Resolution 2023-141 approving Change Order No. 4 in the reduction amount of **-\$2,258.31**; and

WHEREAS, on April 11, 2022 the City Council approved Resolution 2022-40 approving Partial Pay App No. 1 in the amount of \$36,440.57; and

WHEREAS, on May 9, 2022 the City Council approved Resolution 2022-63 approving Partial Pay App No. 2 in the amount of \$164,734.07; and

WHEREAS, on June 13, 2022 the City Council approved Resolution 2022-70 approving Partial Pay App No. 3 in the amount of \$110,380.98; and

WHEREAS, on July 11, 2022 the City Council approved Resolution 2022-86 approving Partial Pay App No. 4 in the amount of \$79,332.60; and

WHEREAS, on August 8, 2022 the City Council approved Resolution 2022-93 approving Partial Pay App No. 5 in the amount of \$98,045.93; and

WHEREAS, on September 12, 2022 the City Council approved Resolution 2022-109 approving Partial Pay App No. 6 in the amount of \$420,570.23; and

WHEREAS, on October 10, 2022 the City Council approved Resolution 2022-118 approving Partial Pay App No. 7 in the amount of \$232,324.55; and

WHEREAS, on November 14, 2022 the City Council approved Resolution 2022-127 approving Partial Pay App No. 8 in the amount of \$176,286.66; and

WHEREAS, on December 14, 2022 the City Council approved Resolution 2022-161 approving Partial Pay App No. 9 in the amount of \$50,311.20; and

WHEREAS, on April 10, 2023 the City Council approved Resolution 2023-51 approving Partial Pay App No. 10 in the amount of \$71,283.10 and

WHEREAS, on May 22, 2023 the City Council approved Resolution 2023-65 approving Partial Pay App No. 11 in the amount of \$46,718.82 and

WHEREAS, Absolute Concrete Construction, Inc and the City Engineer have submitted the Application for Partial Payment Application No. 12 (Sub-Final, with Retainage Held) giving a detailed estimate of work completed with an application for payment in the amount of \$4,305.76.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment Application No. 12 (Sub-Final with Retainage Held) for the North 3rd Street and Vista Lake Avenue Intersection Improvements Project, and the City Clerk/Treasurer is hereby authorized to issue a check to Absolute Concrete Construction, Inc in the amount of \$4,305.76.

BE IT FURTHER RESOLVED, THE City Council of the City of Polk City, Iowa hereby accepts the North 3rd Street and Vista Lake Avenue Intersection Improvements Project subject to review of the condition of the plantings in the Spring of 2024.

PASSED AND APPROVED the 27 day of November 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

APPLICATION FOR PARTIAL PAYMENT NO. 12 (SUBFINAL)

PROJECT: N. 3rd Street and Vista Lake Avenue Intersection Improvements Project

S&A PROJECT NO.: 121.0455.01

OWNER: City of Polk City
CONTRACTOR: Absolute Concrete Construction, Inc.
ADDRESS: 1800 Burr Oak Blvd
PO Box 430
Granger, IA 50109
DATE: 11/20/2023

PAYMENT PERIOD: 5/16/2023 to FINAL

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 1,586,306.00
Net Change by Change Order: \$ (17,114.98)
Contract Amount to Date: \$ 1,569,191.02

CONTRACT PERIOD: TOTAL WORKING DAY:

Original Contract Date: January 10, 2022

Original Contract Time: 120 (Milestone #1: Project Completion)

2. WORK SUMMARY:

Total Work Performed to Date: \$ 1,569,191.02
Retainage: 5.00% \$78,459.55
Total Earned Less Retainage: \$ 1,490,731.47
Less Previous Applications for Payment: \$ 1,486,425.71
AMOUNT DUE THIS APPLICATION: \$ 4,305.76

Added by Change Order: 10

Contract Time to Date: 130

Time Used to Date: 121.5

Contract Time Remaining: 8.5

Milestone #2: April 22, 2023
Landscape Completior

3. CONTRACTOR'S CERTIFICATION:

Milestone #3: Plant 180 Calendar Days

Watering and Maintenance Period:

The undersigned CONTRACTOR certifies that:

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

Absolute Concrete Construction, Inc.
CONTRACTOR
By [Signature] DATE: 11-20-23

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER
By _____ DATE: _____

5. OWNER'S APPROVAL

City of Polk City
OWNER
By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
2.01.	Clearing and Grubbing	1	LS	\$ 9,000.00	\$ 9,000.00	1		\$ 9,000.00
2.02.	Topsoil, On-Site, 6" Depth	1,515	CY	21.75	32,951.25	1,515		32,951.25
2.03.	Topsoil, Compost-Amended, Contractor Provided	503	CY	17.50	8,802.50	503		8,802.50
2.04.	Excavation, Class 10, Roadway and Borrow	1,830	CY	3.80	6,954.00	1,830		6,954.00
2.05.	Excavation, Class 10, Contractor Provided	2,440	CY	30.00	73,200.00	2,440		73,200.00
2.06.	Below Grade Excavation (Core Out)	1,000	CY	40.30	40,300.00	250		10,075.00
2.07.	Subgrade Preparation, 12" Depth	4,826	SY	2.50	12,065.00	4,826		12,065.00
2.08.	Subgrade Treatment, Geogrid, Triangular	1,500	SY	4.50	6,750.00	1,500		6,750.00
2.09.	Subbase, Modified, 8" Depth	3,530	SY	13.50	47,655.00	3,530		47,655.00
2.10.	Subbase, Special Backfill, 8" Depth	1,296	SY	13.50	17,496.00	1,296		17,496.00
2.11.	Removal of Structure, 15" Pipe Apron	2	EA	350.00	700.00	2		700.00
2.12.	Removal of Known Pipe Culvert, RCP, 15"	102	LF	19.00	1,938.00	102		1,938.00
2.13.	Removal of Known Pipe Culvert, RCP, 24"	24	LF	28.00	672.00	24		672.00
2.14.	Compaction Testing	1	LS	5,000.00	5,000.00	1.00		5,000.00
2.15.	Granular Shoulder, 8" Depth	104	TON	39.50	4,108.00	113.22		4,472.19
2.16.	Temporary Granular Surfacing	150	TON	37.00	5,550.00	150		5,550.00
3.01.	Trench Compaction	1	LS	3,000.00	3,000.00	1.00		3,000.00
4.01.	Storm Sewer, Trenched, RCP, 15" Dia.	463	LF	74.75	34,609.25	463		34,609.25
4.02.	Removal of Storm Sewer, PVC Subdrain, 6" Dia.	76	LF	12.50	950.00	76		950.00
4.03.	Removal of Storm Sewer, CMP, 15"	312	LF	16.00	4,992.00	312		4,992.00
4.04.	Removal of Storm Sewer, RCP, 15"	67	LF	18.00	1,206.00	67		1,206.00
4.05.	Storm Sewer, Abandonment, Fill and Plug	23	LF	96.25	2,213.75	23		2,213.75
4.06.	Temporary Pipe Culvert, Trenched, CMP, 15" Dia.	312	LF	66.75	20,826.00	312		20,826.00
4.07.	Pipe Apron, Guard, & Footing, RCP 15"	1	EA	3,150.00	3,150.00	1		3,150.00
4.08.	Subdrain, Corrugated PVC, 6" Dia.	801	LF	21.00	16,821.00	833		17,493.00
4.09.	Subdrain Cleanouts, Type A-1	3	EA	950.00	2,850.00	3		2,850.00
4.10.	Subdrain Outlets and Connections	11	EA	555.00	6,105.00	11		6,105.00
4.11.	Subdrain Outlets and Connections, 6" Dia. DR-305 Type A	2	EA	635.00	1,270.00	2		1,270.00
4.12.	SW-211, Connect Existing Pipe to Structure	1	EA	2,325.00	2,325.00	1		2,325.00
5.01.	Water Main, Trenched, PVC C900, 8"	264	LF	54.00	14,256.00	264		14,256.00
5.02.	Water Main, Trenched, PVC C900, 12"	342	LF	84.00	28,728.00	356		29,904.00
5.03.	Fitting, 22.5 Degree Bend, 8"	2	EA	707.00	1,414.00	2		1,414.00
5.04.	Fitting, 45 Degree Bend, 8"	3	EA	775.00	2,325.00	3		2,325.00
5.05.	Fitting, 45 Degree Bend, 12"	4	EA	1,150.00	4,600.00	7		8,050.00
5.06.	Fitting, 90 Degree Bend, 8"	1	EA	750.00	750.00			-
5.07.	Fitting, Cross, 12" x 8"	1	EA	1,705.00	1,705.00	1		1,705.00
5.08.	Water Service Stub, 3/4" Copper, With Corporation, Curb Stop and Box	1	EA	1,945.00	1,945.00	1		1,945.00
5.09.	Water Service, 3/4", to Median w/ Meter and Backflow Prevention Device	1	LS	8,225.00	8,225.00	1.00		8,225.00
5.10.	Valve, Gate, 8"	3	EA	2,195.00	6,585.00	2		4,390.00
5.11.	Valve, Gate, 12"	1	EA	3,510.00	3,510.00	1		3,510.00
5.12.	Valve, Gate, Hot Tap, 12"	2	EA	8,900.00	17,800.00	1		8,900.00
5.13.	Fire Hydrant Assembly	2	EA	6,350.00	12,700.00	2		12,700.00
5.14.	Flushing Device, Blowoff	1	EA	2,780.00	2,780.00	1		2,780.00
5.15.	Fire Hydrant Assembly Removal	1	EA	600.00	600.00	1		600.00
5.16.	Removal of Water Main	490	LF	24.50	12,005.00	490		12,005.00

5.17.	Connection to Existing Water Main, Cut-In	2	EA	2,675.00	5,350.00	2	5,350.00
6.01.	Manhole, SW-401, 48" Diameter	4	EA	4,255.00	17,020.00	4	17,020.00
6.02.	Intake, SW-507S	2	EA	4,650.00	9,300.00	2	9,300.00
6.03.	Intake, SW-507L	4	EA	4,650.00	18,600.00	4	18,600.00
6.04.	Manhole Adjustment, Minor	1	EA	475.00	475.00	1	475.00
6.05.	Manhole Adjustment, Major	2	EA	2,516.00	5,032.00	2	5,032.00
6.06.	Remove Intake	1	EA	715.00	715.00	1	715.00
7.01.	Pavement, PCC, 8" Depth	3,400	SY	90.00	306,000.00	3,528.7	317,583.00
7.02.	Median Curb, PCC, 6" Height, 12" Width, Dowelled	124	LF	60.00	7,440.00		-
7.03.	Curb and Gutter, 2.5' Width, 6" Standard Curb, Dowelled	282	LF	50.00	14,100.00		-
7.04.	Curb and Gutter, 2.0' Width, 6" Standard Curb	111	LF	60.00	6,660.00	117	7,020.00
7.05.	PCC Median, Truck Apron, 8" Depth, Colored and Stamped	406	SY	200.00	81,200.00	406	81,200.00
7.06.	Raised PCC Median Pavement, 6" Depth	214	SY	80.00	17,120.00	258	20,640.00
7.07.	PCC Median Paving, 8" Depth, Dowelled	44	SY	150.00	6,600.00		-
7.08.	PCC Pavement Samples and Testing	1	LS	5,000.00	5,000.00	1.00	5,000.00
7.09.	HMA Base Widening, 8" Depth	193	SY	74.50	14,378.50	236.88	17,647.56
7.10.	HMA Overlay, Levelling Course, 1/2" PG 58-28S	45	TON	143.00	6,435.00	20	2,860.00
7.11.	Removal of Sidewalk	145	SY	11.00	1,595.00	150.3	1,653.30
7.12.	Sidewalk, PCC, 4" Depth	112	SY	60.00	6,720.00	112	6,720.00
7.13.	Shared Use Path, PCC, 5" Depth	332	SY	55.00	18,260.00	346	19,030.00
7.14.	Sidewalk, PCC, 6" Depth	96	SY	70.00	6,720.00	106.5	7,455.00
7.15.	Detectable Warning	162	SF	50.00	8,100.00	160	8,000.00
7.16.	Pavement Removal	4,800	SY	11.00	52,800.00	4,800	52,800.00
7.17.	Milling, Variable Depth	160	SY	20.00	3,200.00	160	3,200.00
7.18.	Temporary Roadway Pavement	1,950	SY	33.75	65,812.50	1,937.7	65,397.37
7.19.	Temporary Pavement Patch	84	SY	130.00	10,920.00		-
8.01.	Temporary Traffic Signal	1	LS	8,500.00	8,500.00	1.00	8,500.00
8.02.	Painted Pavement Markings, Solvent/Waterborne	16.5	STA	90.00	1,485.00	20.67	1,860.30
8.03.	Painted Pavement Markings, Durable	27.5	STA	300.00	8,250.00	28.8	8,640.00
8.04.	Grooves Cut for Pavement Markings	27.5	STA	150.00	4,125.00	28.8	4,320.00
8.05.	Pavement Markings Removed	4.5	STA	250.00	1,125.00	5.29	1,322.50
8.06.	Temporary Traffic Control	1	LS	9,400.00	9,400.00	1.0	9,400.00
8.07.	Street Lighting System	1	LS	79,494.00	79,494.00	1.0	79,494.00
8.08.	Street Signs	1	LS	10,200.00	10,200.00	1.0	10,200.00
8.09.	Flaggers	20	CDAY	650.00	13,000.00	12	7,800.00
8.10.	Portable Dynamic Message Sign (PDMS)	45	CDAY	75.00	3,375.00	46	3,450.00
8.11.	Rectangular Rapid Flashing Beacons (North Pedestrian Crossing)	1	LS	19,095.00	19,095.00	1.0	19,095.00
9.01.	Conventional Seeding, Fertilizing, Mulching, Type 1	1.5	AC	6,000.00	9,000.00	1.80	10,800.00
9.02.	Conventional Seeding, Fertilizing, Mulching, Type 4	1.5	AC	3,000.00	4,500.00	1.31	3,930.00
9.03.	Large Shrub, #5 Container, With Warranty	17	EA	85.00	1,445.00	17	1,445.00
9.04.	Native Forb, Plugs 5" D x 2.25" W, With Warranty	1,400	EA	12.00	16,800.00	1,400	16,800.00
9.05.	Native Grass Seeding and Mulching	1	LS	1,200.00	1,200.00	1.0	1,200.00
9.06.	Plant Maintenance and Watering	1	LS	2,500.00	2,500.00	1.00	2,500.00
9.07.	Median Electrical Service	1	LS	7,025.00	7,025.00	1.0	7,025.00
9.08.	PCC Maintenance Curb, 12" Colored	73	LF	85.00	6,205.00	130	11,050.00
9.09.	Stormwater Pollution Prevention Plan (SWPPP) Preparation	1	LS	1,250.00	1,250.00	1.0	1,250.00

9.10.	Stormwater Pollution Prevention Plan (SWPPP) Management	1	LS	5,500.00	5,500.00	1.00		5,500.00
9.11.	Filter Sock, 9" Diameter	1,600	LF	1.75	2,800.00	2,034		3,559.50
9.12.	Filter Sock, Removal	1,600	LF	0.25	400.00	2,034		508.50
9.13.	Temporary RECP, Type 2C	120	SY	4.50	540.00			-
9.14.	Remove Existing Rip Rap	1	LS	1,450.75	1,450.75	1		1,450.75
9.15.	Rip Rap, Class D Revetment	62	TON	75.00	4,650.00	50.1		3,757.50
9.16.	Stabilized Construction Entrance	445	SY	11.50	5,117.50			-
9.17.	Silt Fence or Silt Fence Ditch Check	3,200	LF	1.75	5,600.00	338		591.50
9.18.	Silt Fence or Silt Fence, Removal of Sediment	3,200	LF	0.05	160.00			-
9.19.	Silt Fence or Silt Fence, Removal of Device	3,200	LF	0.05	160.00	338		16.90
9.20.	Inlet Protection Device, Open Throat	6	EA	150.00	900.00	6		900.00
9.21.	Inlet Protection Device, Maintenance	12	EA	50.00	600.00	2		100.00
9.22.	Chain Link Fence, Black Vinyl Chain Link, 42"	94	LF	57.00	5,358.00	118		6,726.00
11.01.	Mobilization	1	LS	100,000.00	100,000.00	1		100,000.00
11.02.	Concrete Washout	1	LS	2,000.00	2,000.00	1		2,000.00
11.03.	Remove Existing Monument Sign (Parcel 2)	1	LS	1,195.00	1,195.00	1		1,195.00
11.04.	Remove Existing Monument Sign (Parcel 4)	1	LS	1,615.00	1,615.00	1		1,615.00
ADDITIVE BID ALTERNATES:								
A.	Rectangular Rapid Flashing Beacons (East Pedestrian Crossing)	1	LS	19,095.00	19,095.00	1		19,095.00
B.	Median Pavement: Add Stamped Texture and Integral Color	258	SY	125.00	32,250.00	258		32,250.00
STORED MATERIALS SUMMARY:								
					-			-
					TOTAL ORIGINAL CONTRACT = \$ 1,586,306.00		\$ 1,519,025.62	
CHANGE ORDER SUMMARY:								
CO 1.1.	Pothole Existing Utilities	1	LS	2,389.00	2,389.00	1	1	2,389.00
CO 1.2.	Connection to Existing Manhole	1	EA	6,556.00	6,556.00	1	1	6,556.00
CO 1.3.	Sanitary Sewer, PVC, 8" Dia.	200	LF	138.00	27,600.00	200	1	27,600.00
CO 1.4.	Trench Box	1	LS	3,600.00	3,600.00	1	1	3,600.00
2.06.	Below Grade Excavation (Core Out)	(750)	CY	40.30	(30,225.00)		2	-
4.08.	Subdrain, Corrugated PVC, 6" Dia.	32	LF	21.00	672.00		2	-
5.02.	Water Main, Trenched, PVC C900, 12"	14	LF	84.00	1,176.00		2	-
5.05.	Fitting, 45 Degree Bend, 12"	3	EACH	1,150.00	3,450.00		2	-
5.06.	Fitting, 90 Degree Bend, 8"	(1)	EACH	750.00	(750.00)		2	-
5.10.	Valve, Gate, 8"	(1)	EACH	2,195.00	(2,195.00)		2	-
5.12.	Valve, Gate, Hot Tap, 12"	(1)	EACH	8,900.00	(8,900.00)		2	-
7.01.	Pavement, PCC, 8" Depth	128.7	SY	90.00	11,583.00		2	-
7.02.	Median Curb, PCC, 6" Height, 12" Width, Dowelled	(124)	LF	60.00	(7,440.00)		2	-
7.03.	Curb and Gutter, 2.5' Width, 6" Standard Curb, Dowelled	(282)	LF	50.00	(14,100.00)		2	-
7.04.	Curb and Gutter, 2.0' Width, 6" Standard Curb	6	LF	60.00	360.00		2	-
7.06.	Raised PCC Median Pavement, 6" Depth	44	SY	80.00	3,520.00		2	-
7.07.	PCC Median Paving, 8" Depth, Dowelled	(44)	SY	150.00	(6,600.00)		2	-
7.09.	HMA Base Widening, 8" Depth	43.88	SY	74.50	3,269.06		2	-
7.10.	HMA Overlay, Levelling Course, 1/2" PG 58-28S	(25)	TON	143.00	(3,575.00)		2	-
7.13.	Shared Use Path, PCC, 5" Depth	14	SY	55.00	770.00		2	-
7.14.	Sidewalk, PCC, 6" Depth	10.5	SY	70.00	735.00		2	-
7.15.	Detectable Warning	(2)	SF	50.00	(100.00)		2	-
7.18.	Temporary Roadway Pavement	(12.3)	SY	33.75	(415.13)		2	-
7.19.	Temporary Pavement Patch	(84)	SY	130.00	(10,920.00)		2	-

8.05.	Pavement Markings Removed	0.5	STA	250.00	125.00		2	-
8.09.	Flaggers	(8)	CDAY	650.00	(5,200.00)		2	-
8.10.	Portable Dynamic Message Sign (PDMS)	1	CDAY	75.00	75.00		2	-
9.08.	PCC Maintenance Curb, 12" Colored	57	LF	85.00	4,845.00		2	-
9.15.	Rip Rap, Class D Revetment	(11.9)	TON	75.00	(892.50)		2	-
9.16.	Stabilized Construction Entrance	(445)	SY	11.50	(5,117.50)		2	-
9.22.	Chain Link Fence, Black Vinyl Chain Link, 42"	24	LF	57.00	1,368.00		2	-
CO 2.1.	Additional Temp. Traffic Signal Mobilization	1	LS	710.40	710.40	1	2	710.40
9.13.	Temporary RECP, Type 2C	(120)	SY	4.50	(540.00)		3	-
CO 3.1.	Temporary RECP, Type 2C	2,370	SY	3.00	7,110.00	2,370	3	7,110.00
CO 3.2.	Conventional Seeding, Type 1	0.5	ACRE	4,400.00	2,200.00	0.5	3	2,200.00
2.15.	Granular Shoulder, 8" Depth	9.22	TON	39.50	364.19		4	-
7.11.	Removal of Sidewalk	5.3	SY	11.00	58.30		4	-
8.02.	Painted Pavement Markings, Solvent/Waterborne	4.17	STA	90.00	375.30		4	-
8.03.	Paintend Pavement Markings, Durable	1.3	STA	300.00	390.00		4	-
8.04.	Grooves Cut for Pavement Markings	1.3	STA	150.00	195.00		4	-
8.05.	Pavement Markings Removed	0.29	STA	250.00	72.50		4	-
9.01.	Conventional Seeding, Fertilizing, Mulching, Type 1	0.30	ACRE	6,000.00	1,800.00		4	-
9.02.	Conventional Seeding, Fertilizing, Mulching, Type 4	(0.19)	ACRE	3,000.00	(570.00)		4	-
9.11.	Filter Sock, 9" Diameter	434	LF	1.75	759.50		4	-
9.12.	Filter Sock, Removal	434	LF	0.25	108.50		4	-
9.17.	Silt Fence or Silt Fence Ditch Check	(2,862)	LF	1.75	(5,008.50)		4	-
9.18.	Silt Fence or Silt Fence, Removal of Sediment	(3,200)	LF	0.05	(160.00)		4	-
9.19.	Silt Fence or Silt Fence, Removal of Device	(2,862)	LF	0.05	(143.10)		4	-
9.21.	Inlet Protection Device, Maintenance	(10)	EA	50.00	(500.00)		4	-
					-			-
				TOTAL CHANGE ORDERS = \$ (17,114.98)				\$ 50,165.40
				TOTAL CONTRACT				
				& CHANGE ORDERS \$1,569,191.02				\$ 1,569,191.02

CERTIFICATE OF COMPLETION

NORTH 3RD STREET AND VISTA LAKE AVENUE INTERSECTION IMPROVEMENTS PROJECT

Polk City, Iowa

November 22, 2023

We hereby declare that we have made an on-site review of the completed construction of the ***North 3rd Street and Vista Lake Avenue Intersection Improvements Project*** as performed by Absolute Concrete Construction, Inc.

As the Construction Observer for the project it is my opinion that the work performed is in substantial conformance with the plans and specifications, and that the final amount of the Contract is ***\$1,569,191.02***. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.

***Nick Furness
Construction Observer
City of Polk City Public Works***

RESOLUTION NO. 2023-143

RESOLUTION CONDITIONALLY AUTHORIZING THE INCLUSION OF THE CITY OF POLK CITY, IOWA AS A FOUNDING AGENCY OF CENTRAL IOWA WATER WORKS; CONDITIONALLY APPROVING THE CENTRAL IOWA WATER WORKS 28E/28F AGREEMENT; FIXING DATE FOR PUBLIC HEARING ON TRANSFER OF INTEREST IN REAL PROPERTY; AND CONDITIONALLY AUTHORIZING THE EXECUTION OF THE CENTRAL IOWA WATER WORKS OPERATING CONTRACT BY POLK CITY

WHEREAS, the City of Polk City ("POLK CITY") has a duty to provide the quantity and quality of water needed by its customers within and without the City of Polk City;

WHEREAS, historically the Des Moines metropolitan regional area (the "Region") has successfully joined together to provide water services to citizens and customers through shared facilities under various agreements;

WHEREAS, the concept of regional governance and ownership of water supply facilities has been studied for many years among the water utilities serving communities in the Region to analyze and recommend a way to provide the needed quality and quantity of water to citizens and customers in the Region both now and in the future;

WHEREAS, POLK CITY considers it desirable to establish a shared regional system of drinking water supply production facilities under regional ownership and governance to meet all of its existing and future needs for safe, reliable, abundant, and reasonably priced drinking water to be distributed to its customers;

WHEREAS, certain water utilities, rural water districts and governmental entities have developed a defined framework for the organization of a new regional water authority as a separate public entity created under Chapter 28E and Chapter 28F, Iowa Code, to be known as the "Central Iowa Water Works" ("CIWW") to act as a regional water wholesale production and supply entity under the material terms and conditions as set forth in the form of the Central Iowa Water Works 28E/28F Agreement, dated November 22, 2023 which is available for review at <https://bit.ly/CIWWExecution28E28F> and a copy of which is on file at the offices of POLK CITY located at 112 S 3rd Street, PO Box 426, Polk City, Iowa 50226 (the "CIWW Agreement");

WHEREAS, the City Council of POLK CITY believes it is in the best interest of its customers and in fulfillment of its fiduciary duty to its customers for the provision of long-term comprehensive water needs, to participate as a Founding Agency of CIWW, as defined in the CIWW Agreement, subject to formal approval by all other anticipated Founding Agencies named therein;

WHEREAS, the conditions of membership of POLK CITY in CIWW, include the transfer of certain water production and supply assets to CIWW in accordance with, and pursuant

to, the terms of the CIWW Agreement (a list of the proposed assets to be transferred to CIWW is attached hereto as Exhibit A) (the “POLK CITY Water Supply Facilities”);

WHEREAS, the assets listed in Exhibit A include certain interests in real property, and before POLK CITY can transfer an interest in real property, Iowa Code Section 364.7 requires a public hearing;

WHEREAS, POLK CITY anticipates issuing revenue obligations to be secured by the Net Revenues of its Water System in connection with certain assets to be transferred to CIWW;

WHEREAS, the transfer the POLK CITY Water Supply Facilities as provided by the CIWW Agreement is conditioned upon the entry into operating contracts between CIWW and POLK CITY for operation of the facilities; and

WHEREAS, a form of Operating Contract between POLK CITY and CIWW has been established to be adopted by CIWW and POLK CITY after the formation of CIWW and before any asset transfer is to occur which is available for review at <https://bit.ly/PolkCityOperatingContract> and a copy of which is on file at the offices of POLK CITY located at 112 S 3rd Street, PO Box 426, Polk City, Iowa 50226 (the "CIWW-POLK CITY Operating Contract").

NOW, THEREFORE IT IS HEREBY RESOLVED, by the City Council of POLK CITY:

Section 1. That POLK CITY and the customers served by POLK CITY would benefit from POLK CITY membership as a Founding Agency in CIWW, in accordance with the CIWW Agreement, and it is advisable to enter into the CIWW Agreement. Entering into said Agreement provides benefit to POLK CITY and its customers, including collaborative planning and management of water resources, equitable sharing of system costs and risks, and system resiliency.

Section 2. That the joinder by POLK CITY as a Founding Agency of CIWW, and the CIWW Agreement in the form presented to the City Council and the CIWW-POLK CITY Operating Contract in the form presented to the City Council are hereby approved, conditioned upon:

- (a) The formal approval by all other named parties in the CIWW Agreement; and
- (b) A public hearing upon the proposed transfer of the POLK CITY Water Supply Facilities described in Exhibit A, and the final determination of said transfer thereafter by the City Council.

Section 3. The City Council of POLK CITY finds that the transfer of assets to CIWW as contemplated in the CIWW Agreement:

- (a) Secures the long-term ability of POLK CITY to provide cost-effective water services to its customers, and
- (b) Will not impact the revenues of the POLK CITY water utility, or the ability of the water utility to generate sufficient revenues to meet all of its obligations for operations, maintenance, principal, interest, reserves and coverages; and
- (c) POLK CITY has no outstanding obligations payable from the Net Revenue of the water utility and therefore the transfer of assets does not conflict with any of the requirements, terms, covenants, conditions, or provision of any resolution authorizing the issuance of any outstanding water revenue bonds, notes, pledge orders or other obligations payable from the Net Revenues of the water utility;
- (d) Under the terms of the CIWW Agreement, transfer of assets by POLK CITY to CIWW under common ownership and operation on a cooperative basis for the mutual benefit of all Founding Agencies secures added water capacity and expedient redundancy for POLK CITY as a water utility well into the future, which is more advantageous and of equal or higher value to the POLK CITY's water utility than retaining said assets under its own ownership; and
- (e) Such transfer shall be completed on condition of the adoption by CIWW of the CIWW-POLK CITY Operating Contract in the form presented to the City Council prior to the transfer of such assets.

Section 4. That the City Council shall, as a part of its regular meeting at 112 S 3rd Street, Polk City, Iowa at 6:00 P.M. on the 11th day of December, 2023 conduct a public hearing on the proposed disposal of interest in real property included as a part of certain water production assets, to be transferred to CIWW in accordance with the terms and provisions of the CIWW Agreement and the CIWW-POLK CITY Operating Contract. The City Clerk is directed to cause at least one publication to be made of a notice of this meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in Polk City, Iowa. The publication to be not less than four (4) nor more than twenty (20) days prior to the date of the hearing on the proposed disposal. The Notice will be in substantially the form attached hereto as Exhibit B.

Section 5. To evidence the City Council's conditional approval of the CIWW Agreement and the CIWW-POLK CITY Operating Contract, the City Clerk is hereby directed to prepare and execute a certified copy of this Resolution with true copies of the CIWW Agreement and the CIWW-POLK CITY Operating Contract attached, and to file such certificate in the permanent records of the City Council.

Section 6. Upon confirmation of the approval of the CIWW Agreement by all named parties therein, and completion of the public hearing and final determination on the proposed disposal of real property to CIWW, the Mayor and the City Clerk of POLK CITY are hereby directed to execute the CIWW Agreement and the CIWW-POLK CITY Operating Contract on behalf of POLK CITY in the form presented, subject to any revisions needed to correct scrivener errors or to correct other manifest mistake as determined by staff and legal counsel, and to complete any other actions necessary to effectuate the purposes of creating CIWW. Participation as a Founding Agency shall be contingent upon the execution, delivery, and filing of the CIWW

Agreement with the Iowa Secretary of State after its execution by all other Founding Agencies named therein.

Section 7. Pursuant to Iowa Code section 28F.3, POLK CITY hereby acknowledges, consents to, and confirms the planned issuance of not to exceed \$900,000,000 of water revenue debt by CIWW in one or more series over multiple years, in accordance with the CIWW Agreement.

EXHIBIT A: Summary of Assets to Be Transferred

SOS	Polk City Pleistocene Aquifer Wells
TMT	Polk City Water Treatment Plant

*MTR = Meters; BPS = Booster/Pumping Station; SOS = Sources of Supply; STO = Storage; TMT = Treatment Facilities; TRN= Transmission Network
Further detail is provided in the Notes to Schedule IV-7 to the CIWW Agreement, which is available for review at <https://bit.ly/CIWWExecution28E28F> and a copy of which is on file at the offices of POLK CITY located at 112 S 3rd Street, Polk City, Iowa.

EXHIBIT B: Form of Notice of Hearing (Asset Transfer per 364.7)

**NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF
POLK CITY, IOWA ON THE MATTER OF THE PROPOSITION FOR
THE DISPOSAL OF INTEREST IN REAL PROPERTY BY
TRANSFERRING PROPERTY TO CENTRAL IOWA WATER WORKS**

PUBLIC NOTICE is hereby given that as a part of its regular meeting at 112 S 3rd Street, Polk City, Iowa at 6:00 P.M. on the 11th day of December, 2023 the City Council of the City of Polk City, Iowa (“POLK CITY”) will conduct a public hearing on the proposed disposal of interests in real property owned by POLK CITY by transfer of certain facilities, which include interests in real property, to a new entity to be created under the provisions of Chapter 28E and 28F, Iowa Code, and to be known as Central Iowa Water Works (“CIWW”) in accordance with and pursuant to the terms of the proposed CIWW 28E/28F Agreement, which is available for review at

<https://bit.ly/CIWWExecution28E28F>

and a copy of which is on file at the offices of POLK CITY located at 112 S 3rd Street, Polk City, Iowa (the "CIWW Agreement").

The facilities to be transferred to CIWW are set forth in detail in Schedule IV-7 of the CIWW Agreement and include the following:

SOS	Polk City Pleistocene Aquifer Wells
TMT	Polk City Water Treatment Plant

*MTR = Meters; BPS = Booster/Pumping Station; SOS = Sources of Supply; STO = Storage; TMT = Treatment Facilities; TRN= Transmission Network

The transfer shall occur in accordance with the terms established in the CIWW Agreement.

At the above meeting, the City Council shall receive oral or written objections from any member of the public. After all objections have been received and considered, the City Council will at this meeting, or an adjournment thereof, take action on the final determination of the disposal of interests in real property to CIWW.

This notice is given by order of the City Council as provided by Iowa Code 364.7, as amended.

Dated this 27th day of November, 2023.

CITY OF POLK CITY, IOWA

/s/ Jenny Coffin, City Clerk

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WATER SUPPLY FACILITY OPERATING CONTRACT

Between

CENTRAL IOWA WATER WORKS (“CIWW”)

And

THE CITY OF POLK CITY, IOWA (“POLK CITY”)

For Operation, Maintenance and Management of
Drinking Water Source, Treatment and Transmission System Facilities

EFFECTIVE AS OF THE CIWW OPERATIONAL COMMENCEMENT DATE

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THIS CONTRACT is made and entered into as of the ___ day of _____, 2024 by and between Central Iowa Water Works ("CIWW"), a joint and cooperative legal entity organized and existing under Iowa Code Chapters 28E and 28F, and the City of Polk City, Iowa ("POLK CITY"), an Iowa municipality operating a municipal water utility organized and existing under the Iowa Code (hereinafter sometimes jointly referred to as "the Parties" or either referred to individually as a "Party").

WHEREAS CIWW is a regional water wholesale production and supply entity created and governed by the Central Iowa Water Works 28E/28F Agreement executed by and among its Founding Agencies and filed with the Iowa Secretary of State as Agreement No _____ ("the CIWW 28E-28F Agreement");

WHEREAS, CIWW has the right and duty to create and supply treated water to its Member Agencies, and for this purpose CIWW will acquire the water supply facilities of POLK CITY and other Water Producing Member Agencies of CIWW as of the Operational Commencement Date of CIWW;

WHEREAS POLK CITY is a Water Producing Member of CIWW and the current owner and operator of certain Designated Water Supply Facilities as defined in the CIWW 28E-28F Agreement (the "POLK CITY Designated Water Supply Facilities");

WHEREAS, CIWW and POLK CITY desire to implement the water facility operation provisions contemplated by the CIWW 28E-28F Agreement during the Term of this Contract by providing that POLK CITY shall be engaged as the contract operator of the POLK CITY Designated Water Supply Facilities acquired by CIWW for twenty years from the Operational Commencement Date of CIWW on the terms provided in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each Party to the other as provided in this Contract, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, CIWW and POLK CITY hereby agree as follows:

ARTICLE I. SCOPE AND TERM OF CONTRACT

Section 1. Scope. This Contract shall govern the relationship between CIWW and POLK CITY under the CIWW 28E-28F Agreement with respect to the operation and maintenance of the POLK CITY Designated Water Supply Facilities by POLK CITY as contract operator from the Effective Date and during the Term of this Contract. As used in this Contract, except as the context may otherwise require, the POLK CITY Designated Water Supply Facilities shall include all modifications, improvements, updates and expansion thereto during the Term of this Contract.

This Contract shall not govern the purchase of water from CIWW by POLK CITY and shall not govern any provision for administrative support by POLK CITY to CIWW or other services provided by and between the Parties. The Parties may enter into other separate Contracts respecting such matters.

Section 2. Effective Date. The "Effective Date" of this Contract shall be the Operational Commencement Date as defined in the CIWW 28E-28F Agreement.

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Section 3. Term. The term of this Contract, subject to the termination provisions herein, shall be twenty years from its Effective Date (the “Term”). Provided, however, such term shall automatically be extended for successive five year periods thereafter unless either party shall, not less than three years prior to the expiration of the first twenty year period hereunder or any subsequent renewal period, give notice in writing to the other party of Its intention to terminate such Term. Nothing shall prevent POLK CITY and CIWW from agreeing to an earlier termination or to an extension of the Term by further agreement in writing.

Section 4. Supplement to CIWW 28E-28F Agreement. This Contract shall be a supplement to the CIWW 28E-28F Agreement and shall be filed as such with the Iowa Secretary of State after its execution by the Parties. This Contract shall govern certain matters between the Parties hereto under the CIWW 28E-28F Agreement. Except as otherwise defined in this Contract, the capitalized terms used herein that are defined in the CIWW 28E-28F Agreement shall have the meanings as defined in the CIWW 28E-28F Agreement. As used herein, the term CIWW 28E-28F Agreement shall not be construed to mean or include any subsequently adopted amendment to such Contract, except to the extent POLK CITY shall expressly agree in writing to accept any such amendment as applying to this Contract. In the event of a conflict between this Contract and the CIWW 28E-28F Agreement, the terms of this Contract shall control.

ARTICLE II. THE RELATIONSHIP BETWEEN CIWW AND POLK CITY

Section 1. Nature of Relationship. POLK CITY shall be, and hereby is, engaged by CIWW as the sole operator of the POLK CITY Designated Water Supply Facilities acquired by CIWW. In such capacity, POLK CITY shall provide all labor, services, materials, and supplies necessary to CIWW’s production and delivery of finished drinking water under this Contract, including all operations, maintenance, repairs, planning, engineering (whether staffed or contracted), capital improvements, residuals removal, and procurements required to effectively operate, maintain, and manage the POLK CITY Designated Water Supply Facilities to their full capacity under prevailing conditions as they exist from time to time, including capital and technical upgrades as needed. POLK CITY shall supply labor and services through its own staff or under contract with others, in its discretion.

Section 2. Operation Obligations. POLK CITY’s obligations under this Contract shall be to operate and maintain the POLK CITY Designated Water Supply Facilities on behalf of CIWW with a level of care, effort, and diligence as may be reasonably expected to enable CIWW to meet the service obligations of CIWW to its Member Agencies as set forth in Schedule IV-6 of the CIWW 28E-28F Agreement, to the extent possible in view of the actual capacities and limitations of the POLK CITY Designated Water Supply Facilities under prevailing source water and other conditions. POLK CITY operations shall be deemed reasonable to the extent consistent with its existing practices and procedures as of the Effective Date with any changes required by changes in prevailing conditions, law or regulation.

Section 3. Independent Contractor. The relationship of POLK CITY to CIWW under this Contract shall at all times be that of independent contractor. Services under this Contract shall be performed in accordance with good and accepted industry practices for operators similarly situated. However, any such services shall not be considered engineering services, and nothing herein is intended to imply that POLK CITY is to supply professional engineering services to CIWW, unless specifically stated in this Contract or specifically hereafter agreed by the Parties to the contrary. This provision shall not, however, preclude POLK CITY from

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providing any services under this Contract by means of professional engineers employed by WMDWW on its staff.

Section 4. Individual Ownership and Responsibility. Except as otherwise explicitly provided in this Contract, each Party shall at all times hold and own its respective properties. Each Party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents. Each Party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder. Nothing in this Contract shall be deemed to supersede, replace, impair or limit any collective bargaining agreement between POLK CITY and any bargaining unit now existing or hereafter arising.

ARTICLE III. OPERATIONAL PROVISIONS

Section 1. POLK CITY General Authority. POLK CITY shall at all times during the Term of this Contract have the power and authority to operate and maintain the POLK CITY Designated Water Supply Facilities to meet applicable provisions of law.

Section 2. Permits and Regulatory Compliance. POLK CITY shall have and maintain all licenses and permits, including but not limited to Water Use and Water Supply Operations permits, which are required to be obtained by it from State or Federal regulatory agencies for ongoing operation of the POLK CITY Designated Water Supply Facilities. Unless otherwise required by law or the CIWW 28E-28F Agreement, all such permits shall be obtained and held in the name of POLK CITY. POLK CITY shall be responsible for regulatory compliance as outlined in these permits. CIWW shall have and maintain such licenses and permits, if any, to the extent required by applicable law or the CIWW 28E-28F Agreement to allow the Parties to perform their respective obligations under this Contract.

Section 3. Sampling and Laboratory Testing. POLK CITY will provide, through staff or contract, sampling and laboratory testing necessary to monitor water treatment plant performance in addition to sampling and laboratory testing required to meet regulatory requirements set forth in water supply operations permits, NPDES permits, and/or any federal, state or local laws, rules and regulations, local ordinances, permit or license requirements.

Section 4. Periodic Reporting. POLK CITY shall prepare and make such periodic reports for the POLK CITY Designated Water Supply Facilities as are required by applicable laws, rules, regulations or orders, and shall submit them directly to the appropriate regulatory agencies with copies to the CIWW Executive Director as submitted. POLK CITY shall assist CIWW in meeting any regulatory reporting requirements that it has as to CIWW facilities operated by POLK CITY.

Section 5. Other Information. POLK CITY shall make available to CIWW all such reasonably accessible information, schedules, and analysis concerning the POLK CITY Designated Water Supply Facilities and their operation as CIWW may request.

Section 6. Operation in Accordance with Budgets. POLK CITY shall operate, maintain, and manage the POLK CITY Designated Water Supply Facilities in accordance with the budget established as provided in Section 3 of Article VI of this Contract to the extent possible, subject to such unforeseen changes and contingencies as may arise in the ordinary course of business, and subject to emergencies or other circumstances that require deviation from the budgets.

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Section 7. POLK CITY's Authority to Act in an Emergency. In any emergency affecting the safety of persons, property or water quality, POLK CITY shall act, at its discretion, and without prior CIWW authorization, but with reasonable notification under the circumstances to the CIWW Executive Director, to prevent threatened damage, injury or loss notwithstanding any provision in this Contract or any previously approved budget and CIWW shall have financial responsibility to reimburse POLK CITY for the full costs thereof.

Section 8. Ownership of Distribution Facilities. Each CIWW Member Agency, including POLK CITY, shall exclusively own, operate, maintain, and be responsible, for its own Water Distribution Facilities, including its own Connection Facilities as defined in Section 10 of this Article III.

Section 9. Connection Points. The "Connection Points" at which water is delivered by CIWW to CIWW Member Agencies. Including POLK CITY, shall be as follows:

- (a) In the case of water sold by CIWW to a specific CIWW Member Agency with a metered point of connection, the Connection Point shall be the point of delivery to the tee or main tap connected to the meter.
- (b) In the case of water produced by the POLK CITY Designated Water Supply Facilities and sold by CIWW to POLK CITY for delivery to any retail or wholesale customer of POLK CITY for which there is no metered point of connection, the Connection Points shall be the points at which the POLK CITY Water Distribution Facilities connect to the Water Supply Facilities owned by, or dedicated to, CIWW under the CIWW 28E-28F Agreement.

Section 10. Connection Facilities. As used herein "Connection Facilities" shall mean any taps, pipes, corporations, pumps, or other facilities required by any CIWW Member Agency to connect to, or receive water from the POLK CITY Designated Water Supply Facilities or to meter the water delivered to such Member Agency. POLK CITY shall have no obligation to supply or maintain the Connection Facilities, including any metering facilities of any other Member Agency. All new wholesale metering facilities that are part of any Connection Facilities shall be constructed and installed in accordance with drawing, plans and specification approved by CIWW, POLK CITY and affected Member Agency. Any new Connection Facilities established after the Effective Date shall include such device or devices as may be reasonably required to prevent reverse flow.

Section 11. Dual Use Facilities. The Parties recognize that some facilities and equipment, including certain valves and control systems that may be owned by either CIWW and POLK CITY after Asset Transfer under the CIWW 28E-28F Agreement will be used or usable for both Water Supply Activity on behalf of CIWW and for the Water Distribution Activity of POLK CITY("Dual Use Facilities"). POLK CITY is authorized to utilize all Dual Use Facilities for both purposes. The costs of operation, maintenance, repair and replacement of Dual Use Facilities shall be reasonably allocated between CIWW and POLK CITY based on benefit to each of such use by application of such allocation methods as the Parties may agree upon from time to time. Any dispute as to such allocation shall be resolved under the dispute resolution provisions of the CIWW 28E-28F Agreement.

Section 12. Supply Coordination. CIWW shall assist POLK CITY and other Water Producing Member Agencies in planning to meet the requirements of all CIWW Member Agencies and shall cause each

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CIWW Member Agency taking water from the POLK CITY Designated Water Supply Facilities to keep POLK CITY advised of its requirements and changing requirements. CIWW shall establish a staff-level working group consisting of a single authorized representative from each of the Member Agencies, each to individually serve as an ongoing contact point and coordinator with POLK CITY to facilitate and optimize water supply operations by POLK CITY. Such working group shall meet collectively when needed on call from POLK CITY to coordinate and plan for POLK CITY operations.

ARTICLE IV. WARRANTIES, EXCLUSION OF WARRANTIES AND DISCLAIMERS

Section 1. Warranty and Exclusion of Implied Warranties. POLK CITY warrants that its operation of the POLK CITY Designated Water Supply Facilities shall be reasonable under prevailing source water and other conditions. **POLK CITY MAKES NO OTHER WARRANTY OF ANY PARTICULAR RESULTS OR OUTCOME FROM ITS OPERATION OF THE POLK CITY DESIGNATED WATER SUPPLY FACILITIES.**

Section 2. Disclaimers. CIWW agrees that the POLK CITY Designated Water Supply Facilities of POLK CITY are special purpose facilities and the performance of such facilities are affected by external conditions over which POLK CITY has no control. POLK CITY neither warrants nor guarantees that its facilities existing as of the date of this Contract or that its operation of such facilities will function efficiently or accomplish any specific results under this Contract. CIWW acknowledges that no representations or warranties have been provided to CIWW regarding the POLK CITY Designated Water Supply Facilities or the ability of POLK CITY to deliver any particular results in the operation of such facilities. POLK CITY agrees to cooperate in good faith with CIWW and its Member Agencies to exercise diligence in performing its obligations hereunder, and to use its best efforts to carry out the provisions of this Contract but makes no guarantee of any particular results.

Section 3. Quality and Quantity. POLK CITY shall use reasonable diligence and efforts to produce finished drinking water and to operate, maintain and manage the POLK CITY Designated Water Supply Facilities to produce finished drinking water which is (i) in compliance with applicable State and Federal drinking water quality regulations; (ii) in compliance with all applicable water supply operation permits; (iii) delivered in adequate quantity and at adequate pressure to meet the needs of CIWW to supply the customers of CIWW. **POLK CITY MAKES NO REPRESENTATION OR WARRANTY THAT SUCH OBJECTIVES WILL ALWAYS BE MET UNDER THIS CONTRACT.**

Section 4. Shortages of Water. It is understood that this Contract does not constitute any warranty or assurance by POLK CITY that water in the quantity required by CIWW and CIWW Member Agencies will always be available or that water quality requirements will always be able to be met.

Section 5. Variation in Quantity and Quality. All Parties acknowledge and agree that there may be fluctuations in the quantity and quality of finished drinking water produced or delivered under this Contract as a result of prevailing source water, operating conditions, and other conditions and that such variations are acceptable under this Contract.

ARTICLE V. CAPITAL PROJECTS

Section 1. Non-expansion Capital Projects. During the Term of this Contract, POLK CITY shall plan and execute such non-expansion capital projects as POLK CITY shall deem necessary and proper to enable POLK CITY to meet its obligations under this Contract. Planning for such projects shall be coordinated

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with the CIWW Technical Committee. Such projects may be designed by staff of POLK CITY or by consultants selected and engaged by POLK CITY, or both. Execution of such projects shall be under the sole supervision of POLK CITY, but shall be subject to the review and approval of the CIWW Board as part of the CIWW Budget process, except for projects executed under POLK CITY's emergency authority provided by Section 7 of Article III. CIWW shall be responsible to pay for the costs of such projects as provided under the CIWW 28E-28F Agreement.

Section 2. Expansion of Capacity. Under the CIWW 28E-28F Agreement CIWW is responsible for planning, engineering, financing, and construction of all new drinking water source, treatment and transmission system facilities needed to expand the capacity of CIWW to meet the requirements of its customers. Such new facilities are referred to herein as "Expansion Facilities", and may include, in CIWW's discretion, facilities constructed or installed to increase the capacity of the POLK CITY Designated Water Supply Facilities. POLK CITY shall cooperate and assist CIWW in planning for and constructing any Expansion Facilities that affect the POLK CITY Designated Water Supply Facilities.

Section 3. Capital Improvement Program. POLK CITY shall, in coordination with the CIWW Technical Committee, provide data and recommendations to the engineering consultant selected by CIWW, to aid the engineering consultant in developing a multi-year Capital Improvements Program ("CIP") for the POLK CITY Designated Water Supply Facilities, based on performance and needs assessments as provided in Section 4 of this Article V. CIWW shall provide the capital required for such projects, and POLK CITY shall cooperate with CIWW in the execution of projects under the CIP for the POLK CITY Acquired Facilities with POLK CITY reimbursed by CIWW for the costs incurred for its efforts.

Section 4. Continuous Performance Monitoring and Needs Assessment. POLK CITY shall, in consultation with the CIWW Technical Committee, the engineering consultant selected by CIWW, and CIWW staff:

- (a) Continuously monitor and assess the POLK CITY Designated Water Supply Facilities to determine if they are performing optimally;
- (b) Identify and implement operational strategies to optimize the performance of the POLK CITY Designated Water Supply Facilities;
- (c) Identify facility improvements needed to optimize performance of the POLK CITY Designated Water Supply Facilities and to keep them in compliance with evolving regulatory requirements, source water quality threats, and evolving technical and operational best practices for facilities of such kind;
- (d) Continuously monitor and assess the use of the POLK CITY Designated Water Supply Facilities by CIWW Member Agencies to determine if their needs are being optimally met

ARTICLE VI. COMPENSATION TO POLK CITY

Section 1. Compensation. POLK CITY shall be compensated in amounts equal to the actual full cost incurred by POLK CITY of providing materials and services under this Contract, plus 2%, with such amounts to be computed and paid as provided in the CIWW 28E-28F Agreement and Section 2 of this Article VI.

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Section 2. CIWW Payment to POLK CITY. CIWW shall pay POLK CITY for operation, materials, supplies, and services supplied under this Contract on a cost plus basis, based on the cost and payment principles set forth in Schedule V-2 to the CIWW 28E-28F Agreement. Such amounts shall be paid in seasonally adjusted monthly installments with an Annual true-up as set forth in such Schedule. For the avoidance of doubt, it is the intent of this Contract that POLK CITY be paid its full actual costs, plus a fixed percentage of 2%, after such costs are fully incurred and determined.

Section 3. Operation, Maintenance, and Management (“OM&M”) Budget. For each calendar year beginning on or after the Operational Commencement Date, POLK CITY shall prepare and submit to CIWW a proposed OM&M budget for the next calendar year on such time schedule as may be required to permit the annual budget process of CIWW to proceed pursuant to the terms of the CIWW 28E-28F Agreement.

The proposed OM&M budget shall govern POLK CITY’s expenditures for the budget year and shall include:

- (a) A projection of the anticipated reimbursable expenditures that will be incurred by POLK CITY for production of water in the budget year;
- (b) A comparison of budgeted expenditures for the budget year to the actual expenditures for the prior budget year;
- (c) The insurance and risk management coverages to be in place for the budget year and the expected costs thereof that are chargeable to CIWW; and
- (d) Any additional information requested by the CIWW in advance of POLK CITY’s budget process commencement.

The Board of CIWW shall conduct a budget hearing on the proposed OM&M budget at its next regular meeting following receipt of the proposed budget. If the proposed budget is not approved by the CIWW Board, CIWW shall provide a detailed statement to POLK CITY of its objections. Any CIWW objections will be resolved by negotiation between the Parties if possible, but if no approved budget is reached, then POLK CITY shall operate under its proposed budget, subject to the right of CIWW to challenge any expenditure to which objection is made by claim in arbitration commenced not later than 180 days after the budget was first submitted to CIWW.

Section 4. Information and Input to be Provided by POLK CITY. Upon the request of CIWW or any CIWW Member Agency, POLK CITY shall make available such reasonably accessible information, schedules, comparisons and analysis as may be deemed reasonably necessary in order to fully analyze the proposed OM&M budget. POLK CITY shall cause such members of its staff to be present at the budget hearing established by CIWW as are necessary to explain the proposed budget and respond to inquiries made concerning same.

Article VII. OBLIGATIONS OF CIWW

Section 1. Financial Obligations. CIWW shall promptly satisfy all of its financial obligations to POLK CITY hereunder, including without limitation, funding under Article V for capital projects. Any loss, damage, or injury resulting from the failure of CIWW to provide funding for capital projects, when reasonably requested by POLK CITY, shall be the sole responsibility of CIWW.

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Section 2. CIWW Rates and Charges. CIWW shall at all times set, impose, and collect rates and charges to its Member Agencies that produce revenues at least sufficient to pay the expenses of operation of CIWW, including obligations to POLK CITY, and all other obligations including principal and interest of bonds and other debt obligations as they become due.

Section 3. Taxes. CIWW shall pay all sales, excise, ad valorem, property, or other taxes, if any, associated with sales or operations under this Contract or assessed against CIWW property.

Section 4. Cooperation and Support. CIWW shall reasonably cooperate in good faith with POLK CITY in the performance of its obligations under this Contract, and shall all times govern and manage its affairs consistent with the terms of the CIWW 28E-28F Agreement so as to enable and support POLK CITY's ability to fully perform its obligations under this Contract.

ARTICLE VIII. TERMINATION PROVISIONS

Section 1 Automatic Termination. This Contract shall automatically terminate upon the termination of existence of CIWW for any reason. Such termination shall be effective upon reversion of assets including any dual purpose assets to POLK CITY as provided in the CIWW 28E-28F Agreement, with the intent that there shall be no interruption of water production upon termination of the existence of CIWW.

Section 2 Termination for Default. In the event that either Party determines that the other Party has defaulted in the performance of its obligations hereunder, the aggrieved Party may declare that default has occurred and give notice thereof to the defaulting Party. Notice of default shall be given in writing, shall specify the nature of the default and the provisions of the Contract involved, and shall specify what action is required of the defaulting Party to correct the default.

The defaulting Party shall have 180 days from the date of its receipt of the notice of default to correct the default. If at the end of said 180-day period the default has not, in the opinion of the aggrieved Party, been corrected, and if such default shall constitute a material breach of this Contract, the aggrieved Party may thereupon terminate the Contract for material breach by giving 60 days written notice of termination. Termination of this Contract shall be effective at the end of said 60-day period unless judicial proceedings are initiated by either Party in a court of competent jurisdiction to determine if a material breach has occurred.

Upon termination of this Contract by the either Party, or upon entry of a court order terminating this Contract, POLK CITY shall assist CIWW in assuming operation of the POLK CITY Designated Supply Facilities. CIWW shall pay POLK CITY the costs of such assistance within thirty (30) days of its receipt of an invoice for such costs.

Any disputes arising under this Section shall not be subject to mandatory arbitration.

ARTICLE IX. LIABILITY, INDEMNITY, INSURANCE, AUDIT, AND GENERAL TERMS

Section 1. No Liability. POLK CITY shall not be liable to CIWW, to any Member Agency or to any of their

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customers by reason of any interruption or failure to provide any water supplied or for services contemplated by this Contract, or for any error of judgment by POLK CITY or its staff, except for any bad faith, willful misconduct, or willful disregard for the terms of this Contract.

Section 2. Non-Liability for Main Breaks. POLK CITY shall have no liability to any person for direct or indirect damage caused by water main breaks of CIWW or any other party. CIWW shall indemnify POLK CITY from any such claimed liabilities, and hold POLK CITY harmless from all such claims, including all attorney fees and other costs of defense.

Section 3. Limitations of Liability. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY UNDER THIS CONTRACT FOR ANY CLAIM FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE OR THE LOSS OF USE OF EITHER, OR COSTS OF REPLACEMENT CAPITAL, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT.

Section 4. Indemnification. POLK CITY and CIWW to the fullest extent permitted by law, each hereby agrees to indemnify, defend, pay on behalf of, and hold harmless the other and their respective elected officials, appointed officials, agents, employees and volunteers, and others working on behalf of such party ("Indemnities"), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnities by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Contract. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party's Contracts and obligations as set forth in this Section are applicable for the duration of and following expiration or termination of this Contract, regardless of the manner of termination, and notwithstanding other provisions of this Contract.

Section 5. Insurance. The Parties shall each separately, or jointly, establish and maintain insurance and risk management programs with respect its own properties and liabilities within the scope of this Contract. Each Party waives subrogation against the other Party with respect to losses covered by such Party's insurance. POLK CITY shall adopt insurance and risk management programs to cover risks arising under this Contract that meet or exceed minimum insurance coverage requirements established by the Board of CIWW from time to time, and that are otherwise consistent with: (i) the insurance and risk management programs pertaining to POLK CITY's other properties and operations; and (ii) the approved annual OM&M Budget hereunder. The respective assets of POLK CITY and CIWW shall be insured as their interests may appear and except as they may otherwise agree, POLK CITY and CIWW shall each name the other, and their respective officers, officials, employees, and volunteers, as an additional insured under their respective policies of insurance with respect to their respective insurable risks arising under this Agreement.

Section 6. Audit. CIWW may by notice in writing request access to POLK CITY's records for purposes of conducting an independent audit of POLK CITY's financial records relation to compensation or other amounts paid or payable by CIWW to POLK CITY. Such notice shall identify the records sought for audit, and POLK CITY shall provide access to the records sought for audit within 30 days after receipt of the

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notice requesting audit. Such audit shall be conducted by a certified public accounting firm retained by CIWW and it CIWW's sole cost. The audit findings shall be promptly provided to POLK CITY. In the event that such audit reveals that any overpayment or under payment to POLK CITY, the Parties shall make such adjustments to balances paid or payable between them as the audit determines are proper, with such adjustments to be made within 30 days of the issuance of the audit report. In the event that either Party disputes the findings of the audit, it may notify the other Party of its objection thereto and request binding arbitration to resolve the matter.

Section 7. Assignment of Contract. Neither Party may assign this Contract to a third party without the written consent of the other Party.

Article X. GENERAL TERMS

Section 1. Provisions to be Severable. If any provision of this Contract is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Contract that can be given effect without the provision determined to be invalid, and to that end, the provisions of this Contract are severable.

Section 2. Notices. Notices which POLK CITY or CIWW are authorized or required to give one another pursuant to this Contract shall be in writing and may be personally delivered, may be or sent by ordinary mail or delivery service to the addresses for such party reflected in the records of CIWW or POLK CITY, or may be sent by electronic means, including email. Notice by personal delivery, by delivery service, or by electronic means shall be effective upon actual receipt. Mailed notices shall be effective and deemed to be received by the party to whom directed when they are postmarked.

Section 3. Arbitration.

- (a) CIWW and POLK CITY agree that any disputes and any claims for money damages arising between or among them with regard to matters within the scope of this Contract shall be submitted to mandatory, binding arbitration at the request of any party. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.
- (b) If the parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the party or parties requesting arbitration, one named in writing by the adverse party or parties, and the third chosen by the first two arbitrators so chosen.
- (c) The party or parties requesting arbitration shall choose an arbitrator within ten (10) days following the parties' decision that they will not agree to use one arbitrator. Failure to do so shall be deemed a waiver of its request for arbitration. If the adverse party or parties

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desire to appoint a different arbitrator, they shall name their arbitrator within ten (10) days following the receipt of notice of the naming of the first arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten (10) days following the selection of the second arbitrator. Extensions of the time periods to select arbitrators shall not be unreasonably withheld if requested prior to the original deadlines above. Should any party refuse or neglect to supply the arbitrators with any papers or information requested in writing by the arbitrators, the arbitrators are empowered to proceed ex parte. The parties shall agree on the rules to govern the conduct of the arbitration, but in the absence of such an agreement, the most recently published commercial arbitration rules of the American Arbitration Association shall be deemed to apply. The arbitrator or arbitrators must provide a minimum of thirty (30) days' notice before the date set for any hearing on the merits of the dispute.

- (d) No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration. Conflicts of interest include, but are not limited to: (i) current service on the board, commission, council, or other governing body of CIWW or any Member Agency of CIWW; (ii) current employment, either as an employee or independent contractor, by any CIWW or any Member Agency of CIWW; (iii) employment, either as an employee or independent contractor, within the last five (5) years by CIWW or any Member Agency of CIWW; (iv) any prior participation in negotiations related to the dispute; (v) any direct involvement in the dispute, including as a witness to relevant facts; and (vi) other circumstances that would materially impair the ability of the individual to serve as a neutral arbitrator.
- (e) If there is one arbitrator, the award of the sole arbitrator shall be binding; if three, the agreed upon award of any two shall be binding. The award may be set aside only for reasons permitted under Iowa law.
- (f) The award of the arbitrator or arbitrators shall be in writing and separately state the factual and legal analysis relied upon to reach the decision, and it shall not be open to objection on account of the form of the proceeding or the award.
- (g) The arbitrator or arbitrators may retain special counsel for the purpose of conducting the arbitration proceedings and preparing the arbitration award. In selecting special counsel, the arbitrator or arbitrators may not retain any attorney who has represented CIWW or a POLK CITY within the last five (5) years.
- (h) The costs of arbitration and reasonable attorneys' fees for both parties shall be paid by the party requesting arbitration if it does not prevail in said arbitration proceedings. If the party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the parties. Costs of the arbitration, include, but are not limited to, fees to the arbitrator or arbitrators, special counsel fees, and any other costs of the proceeding, but excluding reasonable attorneys' fees. If the party requesting arbitration prevails, each party shall be responsible for its own attorneys' fees. (i) CIWW and POLK CITY consent that any award granted through arbitration will be confirmed in the Iowa

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District Court for Polk County.

Section 4. Specific Performance. In addition to any other remedies available under applicable law, CIWW and POLK CITY shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Contract.

Section 5. Actions in Court. Except for disputes covered by Section 3 of this Article X requiring arbitration, either CIWW or POLK CITY may bring an action in Court for declaratory relief, for specific performance, or for any equitable remedy. Any such action shall be brought in the Iowa District Court in Polk County. EACH PARTY WAIVES TRIAL BY JURY IN ANY SUCH ACTION.

Section 6. Duty to Mitigate. CIWW and POLK CITY each agrees that it has a duty to mitigate damages under this Contract and covenants that it will use reasonable efforts to minimize any damages it may incur as a result of an Event of Default involving any other party.

Section 7. No Third Party Benefit and Limitation. No provision of this Contract shall inure to the benefit of any other entity, or any individual resident, taxpayer, or ratepayer of any Member Agencies of CIWW. This Contract may be the basis of a claim or cause of action on behalf of any other person or entity against CIWW, POLK CITY or any Member Agency of CIWW or any of their respective residents, taxpayers, or ratepayers.

Section 8. Entire Contract. This Contract and the CIWW 28E-28F Agreement as in force on the Effective Date hereof shall be construed to form a single agreement, and are the entire agreement between the parties respecting the matters within the scope of this Contract. Any subsequent change or modification to the terms of this Contract shall be in the form of a duly approved and executed written amendment to this Contract.

Section 9. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

Section 10. Partnership Disclaimer. Nothing in this Contract is intended or shall be construed as in any way creating or establishing a partnership between the parties hereto, or as constituting any party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.

Section 11. Counterparts. This Contract may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.

Section 12. Force Majeure. No party shall be liable for any failure to perform any or all of the provisions of this Contract if and to the extent performance has been delayed or prevented by reason of any cause beyond the reasonable control of such party. The expression “cause beyond the reasonable control” and the term “Force Majeure” as used in this Contract shall mean and be deemed to include, but not be limited to acts, regulations, laws, or restraints imposed by any governmental official or body; wars, hostilities, sabotage, riots, or commotions; acts of God; pandemic; or fires, floods, storms, or lightning.

Article XI. EXECUTION OF CONTRACT

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Section 1. Passage of Resolution. This Contract shall not go into effect unless approved by resolution of the governing boards of POLK CITY and CIWW.

Section 2. Signature Pages. Each party shall execute the separate signature page provided for it, and the Parties hereto authorize their counsel to assemble the signature pages of all signatory Parties and to append such signature pages to copies of this Contract for filing with the Iowa Secretary of State.

[Signature Pages Follow]

CENTRAL IOWA WATER WORKS

By: _____
_____, Board Chairperson

ATTEST:

_____, Board Secretary

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and Board Secretary of CENTRAL IOWA WATER WORKS that no seal has been procured by the entity; that the attached instrument was signed on behalf of the said entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 2024, and that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the CENTRAL IOWA WATER WORKS, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

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CITY OF POLK CITY, IOWA

(SEAL)

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2023, before a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF POLK CITY, IOWA, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa