

Agenda -Notice of Meeting

Polk City | City Council

October 23, 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. Presentation: Citizen Academy Certificate of Completion

5. Public Comments: *This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please contact the City Clerk by 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.*

6. Consent Items

- a. City Council Meeting Minutes for October 9, 2023
- b. City Council Work Session Meeting Minutes for October 9, 2023
- c. City Council Special Meeting Minutes for October 18, 2023
- d. Receive and file P&Z Commission Meeting Minutes for October 16, 2023
- e. Claims listing October 23, 2023
- f. September 2023 Finance Report
- g. Receive and file September 2023 Police Department Report
- h. Receive and file September 2023 Fire Department Report
- i. Resolution 2023-125 approving Change Order No. 3 in the amount of \$4,242.93 for the Fire Station Remodel Project
- j. Resolution 2023-126 approving Pay App No 8 in the total amount of \$142,680.57 for the Fire Station Remodel Project
- k. Resolution 2023-127 approving contract in the amount of \$201,531.00 to Brothers Cleaning Corporation for the 2024 Street Repairs Project
- l. Resolution 2023-128 approving contract in the amount of \$235,524.00 to Des Moines Dirt Worx, LLC. for the High Trestle Trail to Neal Smith Trail Connector Project – Phase 2
- m. Set pay for Lieutenant Tanner Owner promotion to Captain at \$24.66 per hour
- n. Set pay for FF/Paramedic Nathan Reis promotion to Lieutenant at \$23.66 per hour

7. Business Items

- a. Resolution 2023-129 approving Home State Bank Site Plan Amendment
- b. Resolution 2023-130 approving Parcel 2023-72 Plat of Survey within two (2) miles of Polk City Corporate Boundary
- c. Pre-Campaign Process Agreement with Renaissance Group, Inc (RGI)
- d. Amendment #1 in the amount of \$15,500 for Construction Services with Snyder & Associates related to High Trestle Trail to Neal Smith Trail Connector Project – Phase 2
- e. Second Reading of Ordinance 2023-8100 amending Chapter 115, Cable Television Regulations
- f. Third Reading of Ordinance 2023-9600 amending Chapter 69 Parking Regulations; Winter Parking

8. Reports & Particulars

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

9. Adjournment

--next meeting date November 13, 2023

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m. October 9, 2023
City Hall – Council Chambers

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., October 25, 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 Anderson and seconded by Sarchet to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Public Hearing:**
 - a. Mayor Karsjen opened the Public Hearing on the rezoning petition for On with Life at 6:00 pm. City Clerk Coffin said that the notice was published September 29, 2023, and one (1) written comment had been received. City Engineer, Travis Thornburgh provided a report. No one was present to be heard for or against the rezoning.
MOTION: A motion was made by Walters and seconded by Vogel to close the public hearing at 6:03 pm.
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Walters and seconded by Sarchet to approve First Reading of Ordinance 2023-9700 approving rezoning from R-1 to R-3
MOTION CARRIED UNANIMOUSLY
 - b. Mayor Karsjen opened the Public Hearing on the proposed plans, specifications, form of contract and estimate of cost of 2024 Street Repairs Project at 6:09 pm. City Clerk Coffin said that the notice was published September 29, 2023, and no written comments had been received for or against the project. City Engineer, Travis Thornburgh provided a report. No one was present to be heard for or against the project.
MOTION: A motion was made by Vogel and seconded by Anderson to close the public hearing at 6:11 pm.
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Dvorak and seconded by Sarchet to approve Resolution 2023-116 adopting plans
MOTION CARRIED UNANIMOUSLY
 - ii. **MOTION:** A motion was made by Vogel and seconded by Walters to approve Resolution 2023-117 awarding contract in the amount of \$201,531 to Brothers Cleaning Corporation
MOTION CARRIED UNANIMOUSLY
 - c. Mayor Karsjen opened the Public Hearing on the proposed plans, specifications, form of contract and estimate of cost of High Trestle Trail to Neal Smith Trail Connector Project – Phase 2 at 6:12 pm. City Clerk Coffin said that the notice was published September 29, 2023, and no written comments had been received for or against the project. City Engineer, Travis Thornburgh provided a report. No one was present to be heard for or against the project.
MOTION: A motion was made by Vogel and seconded by Anderson to close the public hearing at 6:14 pm.
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Vogel and seconded by Dvorak to approve Resolution 2023-118 adopting plans
MOTION CARRIED UNANIMOUSLY
 - ii. **MOTION:** A motion was made by Anderson and seconded by Sarchet to approve Resolution 2023-119 awarding contract in the amount of \$235,524 to Des Moines Dirt Worx Inc
MOTION CARRIED UNANIMOUSLY
5. **Public Comments** | Brandon Converse, 306 Tradition Dr. and Mark Evans, 808 Edgewater Dr. addressed the Council regarding UTV Ordinance.
6. **Consent Items** |
 - a. City Council Meeting Minutes for September 25, 2023
 - b. Receive and file Parks Commission Meeting Minutes for October 2, 2023
 - c. Claims listing October 9, 2023

- d. Receive and file Library Board Meeting Minutes for October 2, 2023
- e. Receive and file September 2023 Library Director Report
- f. Acknowledge Library Circulation Policy
- g. Acknowledge Library Clothing Allowance Policy
- h. Receive and file Polk City Community Library FY23 Iowa Public Library General Information Survey
- i. Receive and file September 2023 Parks & Recreation Department Report
- j. Receive and file Q3 2023 Parks & Recreation Program Cost Recovery Report
- k. Resolution 2023-120 approving Pay App No 4 in the amount of \$302,890.95 for the City Hall/Community Room Project
- l. Resolution 2023-121 approving Pay App No 6 & No 7 in the total amount of \$134,666.30 for the Fire Station Remodel Project
- m. Resolution 2023-122 setting date for Public Hearing on urban Renewal Plan Amendment for the Polk City Area II Urban Renewal Area
- n. Resolution 2023-123 approving Change Order No. 2 in the amount of \$9,521.50 for the Fire Station Remodel Project
- o. Receive and file the September 2023 Water Department Report
- p. FY 24/25 Budgeted Purchase of Ambulance in an amount not to exceed \$350,000 payable upon receipt estimated to be December of 2024

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

MOTION CARRIED UNANIMOUSLY

7. **Business Items**

- a. **MOTION:** A motion was made by Sarchet, but no one seconded to approve First Reading of Ordinance 2023-9800 adding Chapter 74, Golf Cart Regulations
MOTION FAILED
- b. **MOTION:** A motion was made by Sarchet, but no one seconded to approve First Reading of Ordinance 2023-9900 amending provisions pertaining to Chapter 75, All-Terrain Vehicles, Off-Road Utility Vehicles, and Snowmobiles
MOTION FAILED
Council Member Vogel asked for additional research to be done and follow up with Ankeny in a year to possibly reconsider depending on their statistics
- c. **MOTION:** A motion was made by Vogel and seconded by Dvorak to approve First Reading of Ordinance 2023-8100 amending Chapter 115, Cable Television Regulations
MOTION CARRIED UNANIMOUSLY
- d. **MOTION:** A motion was made by Anderson and seconded by Vogel to approve Second Reading of Ordinance 2023-9600 amending Chapter 69 Parking Regulations; Winter Parking
MOTION CARRIED UNANIMOUSLY
- e. **MOTION:** A motion was made by Walters and seconded by Dvorak to approve Third Reading of Ordinance 2023-9400 amending provisions pertaining to Liquor Licenses and Cigarette and Tobacco Permits
MOTION CARRIED UNANIMOUSLY
- f. **MOTION:** A motion was made by Vogel and seconded by Walters to approve Third Reading of Ordinance 2023-9500 amending provisions pertaining to Fiscal Management
MOTION CARRIED UNANIMOUSLY
- g. **MOTION:** A motion was made by Anderson and seconded by Vogel to August 2023 Snyder & Associates Engineering Invoice in the amount of \$95,504.25
YES: Anderson, Dvorak, Sarchet, Vogel
ABSTAIN: Walters
MOTION CARRIED

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

- Fire Chief Hogrefe invited everyone to the Polk City Firefighter's Association's drive-thru pancake breakfast Saturday October 14 from 7a-11a on Van Dorn in front of the Fire Station. She acknowledged her staff including

Alissa Furry, Nate Reis, Riley Noggle and Nate Burgod, plus the PD personnel on site, Officer Aicher and Part-Time Officer Poen that worked together on a cardiac arrest call that resulted in saving a life.

- City Manager Huisman reported that the trail funding the City received for \$75,000 will help fund the recently awarded trail project. She also acknowledged Cody Olson, Building Official for passing one of his first certification exams within his first two weeks of employment.
- Mayor Karsjen invited the public to Go Polk City event hosting the 2023 City Election Candidates Forum at Luana Bank on October 24th from 6p-8p, and the North Polk School District, School Board Election Candidates Forum at Luana Bank on October 25th from 6p-8p. Mayor said he attended the groundbreaking ceremony for the Des Moines Airport renovation. He also attended the Iowa Trail Summit and heard how much of a positive impact trails have on economic development in communities around the state. Mayor thanked all the volunteers and staff that made the Fall Fest such a great event held on the City Square. He said that he and City Manager Huisman have been invited to share Polk City's Community Vision Project success stories with Iowa State News Service.

9. Adjournment

MOTION: A motion was made by Anderson and seconded by Dvorak to adjourn at 6:50 pm.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date –October 23, 2023

Steve Karsjen, Mayor

Attest

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Work Session
5:00 p.m., Monday, October 9, 2023
City Hall Council Chambers

A Council Work Session was held on October 9, 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 Karla Hogrefe Fire Chief Jamie Noack Library Director</p>
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Minutes

City Manager Huisman reviewed the April 2023 Iowa Economic Development Association Downtown Assessment of Polk City. She discussed Grant availability for exterior facades of buildings in the Downtown District and reviewed examples from other cities that have good grant programs in place. She asked Council for their thoughts on implementing a grant program in Polk City. The Council discussed various ideas. Huisman recommended the City invest in a Master Plan for the Downtown District and said it would be added to the next Capital Improvement Plan for the Council to prioritize. Huisman recommended updating the design standards and creating a review process for a grant program. She said she'd meet with business owners to get their perspective. She reviewed next steps, including Council setting a Public Hearing to amend the Urban Renewal Plan, amending a development agreement with Shane Torres for 1010 Tyler Street, and amending the Admin Support program. Once those steps are completed, implementation of a Grant Program could happen shortly thereafter.

Huisman provided an update on the Special Census and discussed the importance of communication with residents to ensure participation in the Census. Huisman said the agreement for the Special census would be on a future agenda along with a budget amendment.

Motion was made by Anderson and seconded by Dvorak to Adjourn at 5:49 p.m.

Motion carried Unanimously.

Steve Karsjen, Mayor

Attest

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Special City Council Meeting
6:00 p.m. October 18, 2023
City Hall – Council Chambers

Polk City, City Council held a special meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., October 18, 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. **Resolution 2023-124 Rescinding Resolution 2023-105 and Making Award of the Soil Quality Restoration Project Bid**
City Manager Huisman provided a report recapping the Soil Quality Restoration Project including the grant funding the City received to do this project and the awarded bid to Lewis Lawn and their proposed communication plan. She recommended Council rescind the award based on the lack of progress on the project and the continued complaints from residents participating regarding communication issues and reschedules.
Huisman recommended the Council award the project to the next lowest bidder, A Plus Lawn and Landscape at \$0.13/ sq ft with the City covering \$0.01 of the difference and the grant covering the other \$0.01 / sq ft.
MOTION: A motion was made by Dvorak and seconded by Anderson to approve Resolution 2023-124 Rescinding Resolution 2023-105 and making award of the Soil Quality Restoration Project
After Council discussion
MOTION CARRIED UNANIMOUSLY
4. **Council Discussion** | None
5. **Adjournment**
MOTION: A motion was made by Anderson and seconded by Dvorak to adjourn at 6:12 pm.
MOTION CARRIED UNANIMOUSLY

Next Regular Meeting Date –October 23, 2023

Steve Karsjen, Mayor

Attest

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, October 16, 2023

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on October 16, 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, Ohlfest, Pringnitz, Sires | In attendance
3. **Approval of Agenda**
Chair Vogel amended the Agenda to have item 6 read Parcel 2023-72 Plat of Survey within 2 miles of Polk City
MOTION: A motion was made by Ohlfest and seconded by Vogel to approve the amended agenda.
MOTION CARRIED UNANIMOUSLY
4. **Approval of Meeting Minutes**
MOTION: A motion was made by Bowersox and seconded by Pringnitz to Vogel P&Z Commission Meeting Minutes for September 18, 2023.
MOTION CARRIED UNANIMOUSLY
5. **Home State Bank Site Plan Amendment**
 - a) Trent Smith, P.E. with McClure Engineering provided an overview of the amendments requested to the Site Plan including the addition of a monument sign, updating building signage, revising landscaping plan, modifying trash enclosure to included enclosure for generator and a new CBU location.
 - b) Travis Thornburgh, City Engineer provided a report.
 - c) No one was present to make a public comment.**MOTION:** A motion was made by Hankins and seconded by Bowersox to recommend City Council approve the Home State Bank Site Plan Amendment subject to Engineering and Staff comments dated October 12, 2023.
MOTION CARRIED UNAMIOUSLY
6. **Parcel 2023-72 Plat of Survey within 2 miles of Polk City**
 - a) Mike Brooner, PLS with Civil Design Advantage reviewed the plat of survey.
 - b) Travis Thornburgh, City Engineer provided a report and reviewed the three requested waivers to code
 - c) No one was present to make a public comment.**MOTION:** A motion was made by Hankins and seconded by Sires to recommend to the City Council to approve Parcel 2023-72 Plat of Survey subject to Engineering and Staff comments dated October 11, 2023, and recommended Council grant waiver for minor plat survey, flag lot and hydrant coverage.
MOTION CARRIED UNAMIOUSLY
7. **Reports & Particulars**
 - Council Member Dvorak invited people to attend the Kiwanis Meeting Thursday October 19, 2023, to meet the five City Council Candidates. Commission Member Bowersox asked that anyone attending bring a can of vegetables to add to the kettle for stew. Council Member Dvorak also invited everyone to attend Go Polk City presents City Council Candidate Forum Tuesday October 24 at 6pm at Luana Bank Community Room. Dvorak reported that Ace Hardware is moving forward with a Building Permit and On with Life rezoning First Reading was approved, second and third reading of the Ordinance will be on future Council agendas.
5. **Adjournment**
MOTION: A motion was made by Hankins and seconded by Vogel to adjourn at 6:22 p.m.
MOTION CARRIED UNANIMOUSLY
Next Meeting Date – Monday November 20, 2023

Attest:

Jenny Coffin - City Clerk

CLAIMS REPORT		
CITY OF POLK CITY		10/23/2023
Amazon	RADIO MIC HOLDERS	\$ 510.14
ARDICK EQUIPMENT CO.	SIGNS	\$ 583.00
BAKER & TAYLOR	LIB BOOKS	\$ 194.93
BURT DIRTWORKS	UTILITY ABANDONMENT 1600 BR	\$ 1,900.00
CENTURY LINK	PHONE SERVICE	\$ 281.07
CITY LAUNDERING	PUBLIC WORKS MATS	\$ 274.05
CITY OF DES MOINES	WRA HOOK UP	\$ 33,873.30
CITY OF POLK CITY	UB ASSISTANCE 1193005	\$ 809.63
City of West Des Moines	MHIP	\$ 19,707.00
COPY SYSTEMS INC.	KYOCERA COPIER	\$ 4,762.84
CORE AND MAIN	CURB STOP REPAIR	\$ 329.52
CRAIG GARRISON	ACADEMY MEAL REIMBURSEMEN	\$ 68.91
EasyClocking	CLOCKING SOFTWARE	\$ 1,200.00
ETECH SOLUTIONS LLC	IT SERVICES	\$ 6,771.95
FAIRFIELD BY MARRIOTT	ACADEMY WK 8	\$ 448.00
FAREWAY	LIBRARY CHARGE ACCT	\$ 9.48
FORCE FITTERS	PW SHIRTS	\$ 86.00
Gurnsey Electric Co	EXHAUST FAN - EVIDENCE ROOM	\$ 638.45
GWORNS	ANNUAL LICENSE SUBSCRIPTION P	\$ 18,165.00
Henriksen Contracting	SAWING PD	\$ 1,035.00
HOUSBY MACK	R458 AC	\$ 5,425.60
I.M.W.C.A.	WORKERS COMP INSURANCE	\$ 8,026.00
INTOXIMETERS	DRY GAS	\$ 125.00
IABO	2024 MEMBERSHIP	\$ 75.00
IOWA LEAD & ASBESTOS SAFETY	ASBESTOS TESTING	\$ 850.00
JASON MORSE	SQR REIMBURSEMENT	\$ 517.98
JENNY COFFIN	GCMOA	\$ 21.03
JOSH STEWART	DRYWALL AT SHOP	\$ 2,900.00
Ken Morse	SQR REIMBURSEMENT	\$ 343.82
MICROBAC LABORATORIES, INC	WATER TESTING	\$ 139.00
KIMBALL MIDWEST	MISC SUPPLIES	\$ 528.63
LINDE GAS & EQUIPMENT INC	OXYGEN	\$ 195.79
LOGAN CONTRACTORS SUPPLY	OPERATING SUPPLIES	\$ 43.50
MARTIN MARIETTA AGGREGATES	ROCK	\$ 584.01
MCCLURE ENGINEERING COMPANY	WATER TOWER	\$ 30,630.00
MERCYONE NORTH PHARMACY	RX SUPPLIES	\$ 29.16
MERI MERRITT	MILEAGE REIMB	\$ 36.42
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 9,260.53
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 1,052.64
MIDWEST CRITICAL POWER	GENERATOR MAINT	\$ 1,463.50
NELSON AUTOMOTIVE	REPAIR PARTS	\$ 181.31
NORTH POLK FAMILY MED	FOX PHYSICAL	\$ 475.00
OVERDRIVE INC	DIGITAL AUDIO BOOK	\$ 413.04
POLK COUNTY EXTENSION	PEST CONTROL TRAINING	\$ 280.00
PORTABLE PRO, INC.	PARK AMENITY	\$ 450.00
PREMIER PLUMBING, INC.	TOILET REPAIR	\$ 171.72
PROMO 4 U	OUTREACH ITEMS	\$ 666.75
RANGEMASTERS TRAINING CENTER	ARMOR	\$ 237.27
Safety Kleen Systems Inc	PARTS WASHER	\$ 155.77
Sprayer Specialities Inc	REPLACE CHEM PUMP	\$ 151.20
STEVE KARSJEN	MILEAGE AIRPORT GROUNDBREA	\$ 61.31
STORY CITY BUILDING PRODUCTS	WOOD FOR AREATOR	\$ 2,287.20
TELEFLEX FUNDING LLC	MED SUPPLIES	\$ 550.00
TERRACON CONSULTANTS INC	NEW CITY HALL TESTING	\$ 4,699.25
TRUCK EQUIPMENT INC.	SPREADER REPAIR	\$ 72.20
VAN-WALL EQUIPMENT	VEHICLE REPAIR PARTS	\$ 62.03
VARSITY SCOREBOARDS	SPORTS COMPLEX SCOREBOARDS	\$ 8,501.00
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 369.65
Accounts Payable Total		\$ 173,680.58
GENERAL		\$ 56,720.50
ROAD USE		\$ 1,547.68
L.M.I		\$ 20,516.63
CITY FACILITIES TOTAL		\$ 5,734.25
CAPITAL WATER PROJECT		\$ 30,630.00
WATER		\$ 12,021.04
SEWER		\$ 45,648.68
STORM WATER UTILITY		\$ 861.80
TOTAL FUNDS		\$ 173,680.58



POLK CITY - A City For All Seasons -

Monthly Finance Report September 2023

Prepared By:

**Jenny Coffin
City Clerk/Treasurer**

ACCOUNT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
001 GENERAL	3,446,733.88	227,931.74	709,339.42	468.88-	2,964,857.32
110 ROAD USE	508,900.65	86,601.41	26,732.27	2.64	568,772.43
111 I-JOBS	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	1,603,695.44	.00	.00	.00	1,603,695.44
125 TIF	253,080.89	26,786.12	.00	.00	279,867.01
135 L.M.I	1,308,903.34	.00	676.58	.00	1,308,226.76
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	42,175.46-	34,835.74	300.00	.00	7,639.72-
301 CITY FACILITIES TOTAL	5,609,413.13	101,759.70	15,995.12	.00	5,695,177.71
302 CAPITAL WATER PROJECT	648,217.60	.00	55,292.70	.00	592,924.90
303 CAPITAL EQUIPMENT/VEHIC	179,057.19	200.00	6,758.04	.00	172,499.15
304 FOUR SEASONS PUB IMPROV	32,992.00	.00	.00	.00	32,992.00
305 NORTHSIDE DRIVE PROJECT	1,118,000.00	.00	12,340.00	.00	1,105,660.00
306 TRAIL PROJECTS	267,180.00	150,000.00	5,275.00	.00	411,905.00
307 STREET PROJECTS	250,000.00	.00	9,325.00	.00	240,675.00
600 WATER	1,586,410.35	226,182.61	139,944.31	2.64	1,672,651.29
610 SEWER	1,442,493.09	159,834.83	106,751.85	2.66	1,495,578.73
670 SOLID WASTE/RECYCLING	75,674.09	34,722.33	.00	.00	110,396.42
740 STORM WATER UTILITY	187,184.73	48,405.94	287.87	.00	235,302.80
920 ESCROW	.00	.00	.00	.00	.00
Report Total	18,506,267.07	1,097,260.42	1,089,018.16	460.94-	18,514,048.39

**BANK CASH REPORT
2023**

BANK FUND	BANK NAME	AUGUST CASH BALANCE	SEPTEMBER RECEIPTS	SEPTEMBER DISBURSMENTS	SEPTEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	SEP BANK BALANCE
Grinnell State Bank BK#1							
BANK	Grinnell State Bank BK#1						13,282,175.28
001	CHECKING - GENERAL	838,704.39-	228,675.02	710,967.57	1,320,996.94-	46,279.82	
110	CHECKING - ROAD USE	508,900.65	86,601.41	26,729.63	568,772.43	6,108.77	
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	0.00	0.00	1,603,695.44		
125	CHECKING - TIF	253,080.89	26,786.12	0.00	279,867.01		
135	CHECKING - L.M.I.	589,860.48	0.00	676.58	589,183.90		
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	42,175.46-	34,835.74	300.00	7,639.72-		
301	CHECKING - CAPITAL PROJECT	5,609,413.13	101,759.70	15,995.12	5,695,177.71	20,371.13	
302	CHECKING - CAPITAL WATER PROJ	648,217.60	0.00	55,292.70	592,924.90		
303	CHECKING - CAP EQUIP/VEHICLE	179,057.19	1,010.00	7,568.04	172,499.15	5,966.00	
304	CHECKING	32,992.00	0.00	0.00	32,992.00		
305	CHECKING	1,118,000.00	0.00	12,340.00	1,105,660.00		
306	CHECKING	267,180.00	150,000.00	5,275.00	411,905.00		
307	CHECKING	250,000.00	0.00	9,325.00	240,675.00		
600	CHECKING - WATER UTILITY	1,586,409.35	243,921.85	157,680.91	1,672,650.29	14,874.35	
610	CHECKING - SEWER UTILITY	1,442,492.09	173,968.27	120,882.63	1,495,577.73	11,090.23	
670	CHECKING-SOLID WASTE/RECYCLING	75,674.09	35,034.46	312.13	110,396.42		
740	CHECKING	187,184.73	48,487.77	369.70	235,302.80	287.87	
920	CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
	PENDING CREDIT-CARD DEPOSITS					331,872.91	
	DEPOSITS					1,270.34	
	WITHDRAWALS					1,191.09	
Grinnell State Bank TOTALS		13,501,783.94	1,131,080.34	1,123,715.01	13,509,149.27	226,973.99-	13,282,175.28

4/2024 Transaction cleared on statement was entered in a future period. 12,436.63-
 9/29/2023 Calculated Statement Balance 13,269,738.65

LUANA SAV. BK MM BK#2							
BANK	LUANA SAV. BK MM BK#2						156,412.28
001	Luana Savings Bank - M.M. Acco	563,033.70-	404.12	0.00	562,629.58-		
135	Luana Money Market Account	719,041.86	0.00	0.00	719,041.86		
LUANA SAV. BK MM TOTALS		156,008.16	404.12	0.00	156,412.28	0.00	156,412.28

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	AUGUST CASH BALANCE	SEPTEMBER RECEIPTS	SEPTEMBER DISBURSMENTS	SEPTEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	SEP BANK BALANCE
GRINNELL STATE BK-MM BK#4 -----						
BANK GRINNELL STATE BK-MM BK#4 001 SUPER MONEY MKT II	10,303.33	11.87	0.00	10,315.20		10,315.20
GRINNELL STATE BK-MM TOTALS	10,303.33	11.87	0.00	10,315.20	0.00	10,315.20
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	18,505,828.07	1,131,496.33	1,123,715.01	18,513,609.39	226,973.99-	18,286,635.40

BUDGET REPORT
CALENDAR 9/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	4,527,650.00	709,339.42	1,515,695.85	33.48	3,011,954.15
	ROAD USE TOTAL	710,450.00	26,732.27	129,935.62	18.29	580,514.38
	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	676.58	6,922.75	11.54	53,077.25
	DEBT SERVICE TOTAL	1,160,070.00	300.00	2,100.00	.18	1,157,970.00
	CITY FACILITIES TOTAL TOTAL	5,950,500.00	15,995.12	408,030.42	6.86	5,542,469.58
	CAPITAL WATER PROJECT TOTAL	8,184,000.00	55,292.70	119,042.70	1.45	8,064,957.30
	CAPITAL EQUIPMENT/VEHICLE TOTA	369,100.00	6,758.04	163,439.44	44.28	205,660.56
	NORTHSIDE DRIVE PROJECT TOTAL	2,018,000.00	12,340.00	19,340.00	.96	1,998,660.00
	TRAIL PROJECTS TOTAL	275,000.00	5,275.00	13,095.00	4.76	261,905.00
	STREET PROJECTS TOTAL	250,000.00	9,325.00	9,325.00	3.73	240,675.00
	WATER TOTAL	1,733,695.00	139,944.31	479,813.49	27.68	1,253,881.51
	SEWER TOTAL	1,857,493.00	106,751.85	443,859.85	23.90	1,413,633.15
	SOLID WASTE/RECYCLING TOTAL	416,000.00	.00	48,180.48	11.58	367,819.52
	STORM WATER UTILITY TOTAL	230,000.00	287.87	13,591.83	5.91	216,408.17
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		29,482,541.00	1,089,018.16	3,372,372.43	11.44	26,110,168.57
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 9/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,309,400.00	91,619.87	313,619.40	23.95	995,780.60
	CIVIL DEFENSE TOTAL	11,500.00	96.05	315.95	2.75	11,184.05
	FIRE TOTAL	978,350.00	89,678.83	272,506.33	27.85	705,843.67
	BUILDING/HOUSING TOTAL	526,000.00	24,269.08	99,257.74	18.87	426,742.26
	DOG CONTROL TOTAL	5,100.00	.00	2,804.00	54.98	2,296.00
	PUBLIC SAFETY TOTAL	2,830,350.00	205,663.83	688,503.42	24.33	2,141,846.58
	ROAD USE TOTAL	737,650.00	37,199.61	164,536.66	22.31	573,113.34
	STREET LIGHTING TOTAL	65,000.00	4,262.04	10,974.82	16.88	54,025.18
	PUBLIC WORKS TOTAL	802,650.00	41,461.65	175,511.48	21.87	627,138.52
	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	32,646.24	100,737.05	21.55	366,812.95
	PARKS TOTAL	425,000.00	32,411.22	162,249.24	38.18	262,750.76
	COMMUNITY CENTER TOTAL	.00	231.73	13,634.88	.00	13,634.88-
	CULTURE & RECREATION TOTAL	892,550.00	65,289.19	276,621.17	30.99	615,928.83
	TIF/ECON DEV TOTAL	602,241.00	676.58	6,922.75	1.15	595,318.25
	COMMUNITY & ECONOMIC DEV TOTA	602,241.00	676.58	6,922.75	1.15	595,318.25
	MAYOR COUNCIL TOTAL	127,000.00	6,355.52	20,194.01	15.90	106,805.99
	POLICY ADMINISTRATION TOTAL	175,350.00	10,949.85	37,762.59	21.54	137,587.41
	ELECTIONS TOTAL	1,000.00	.00	.00	.00	1,000.00
	CITY ATTORNEY TOTAL	65,500.00	.00	14,190.00	21.66	51,310.00
	CITY HALL TOTAL	87,700.00	4,169.53	21,791.68	24.85	65,908.32
	OTHER CITY GOVERNMENT TOTAL	164,000.00	402,182.12	411,057.12	250.64	247,057.12-
	GENERAL GOVERNMENT TOTAL	620,550.00	423,657.02	504,995.40	81.38	115,554.60
	DEBT SERVICE TOTAL	1,160,070.00	300.00	2,100.00	.18	1,157,970.00
	DEBT SERVICE TOTAL	1,160,070.00	300.00	2,100.00	.18	1,157,970.00
	POLICE TOTAL	219,100.00	1,602.04	140,908.44	64.31	78,191.56
	OTHER PUBLIC WORKS TOTAL	150,000.00	5,156.00	22,531.00	15.02	127,469.00
	CAPITAL IMPROVEMENT TOTAL	8,493,500.00	42,935.12	449,790.42	5.30	8,043,709.58
	WATER UTILITY TOTAL	8,184,000.00	55,292.70	119,042.70	1.45	8,064,957.30

BUDGET REPORT
CALENDAR 9/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CAPITAL PROJECTS TOTAL	17,046,600.00	104,985.86	732,272.56	4.30	16,314,327.44
	WATER UTILITY TOTAL	1,528,950.00	139,944.31	479,813.49	31.38	1,049,136.51
	SEWER UTILITY TOTAL	1,742,493.00	106,751.85	443,859.85	25.47	1,298,633.15
	RECYCLING TOTAL	416,000.00	.00	48,180.48	11.58	367,819.52
	STORM WATER TOTAL	230,000.00	287.87	13,591.83	5.91	216,408.17
	ENTERPRISE FUNDS TOTAL	3,917,443.00	246,984.03	985,445.65	25.16	2,931,997.35
	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	1,089,018.16	3,372,372.43	11.44	26,110,168.57

REVENUE REPORT
CALENDAR 9/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,610,109.00	227,931.74	526,217.96	11.41	4,083,891.04
	ROAD USE TOTAL	720,590.00	86,601.41	210,532.25	29.22	510,057.75
	LOCAL OPTION SALES TAX TOTAL	950,000.00	.00	194,599.43	20.48	755,400.57
	TIF TOTAL	787,632.00	26,786.12	27,283.03	3.46	760,348.97
	L.M.I TOTAL	223,342.00	.00	49,900.59	22.34	173,441.41
	DEBT SERVICE TOTAL	1,160,070.00	34,835.74	36,582.05	3.15	1,123,487.95
	CITY FACILITIES TOTAL TOTAL	2,460,900.00	101,759.70	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	200.00	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	150,000.00	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	226,182.61	695,782.14	39.29	1,075,117.86

REVENUE REPORT
CALENDAR 9/2023, FISCAL 3/2024

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SEWER TOTAL	1,888,300.00	159,834.83	515,490.46	27.30	1,372,809.54
	SOLID WASTE/RECYCLING TOTAL	416,000.00	34,722.33	103,386.44	24.85	312,613.56
	STORM WATER UTILITY TOTAL	295,000.00	48,405.94	65,145.61	22.08	229,854.39
	TOTAL REVENUE BY FUND	24,664,943.00	1,097,260.42	6,446,934.49	26.14	18,218,008.51

**BALANCE SHEET
CALENDAR 9/2023, FISCAL 3/2024**

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	482,292.55-	1,320,996.94-
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	59,871.78	568,772.43
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	.00	1,603,695.44
125-000-1110	CHECKING - TIF	26,786.12	279,867.01
135-000-1110	CHECKING - L.M.I.	676.58-	589,183.90
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	34,535.74	7,639.72-
301-000-1110	CHECKING - CAPITAL PROJECT	85,764.58	5,695,177.71
302-000-1110	CHECKING - CAPITAL WATER PROJ	55,292.70-	592,924.90
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	6,558.04-	172,499.15
304-000-1110	CHECKING	.00	32,992.00
305-000-1110	CHECKING	12,340.00-	1,105,660.00
306-000-1110	CHECKING	144,725.00	411,905.00
307-000-1110	CHECKING	9,325.00-	240,675.00
600-000-1110	CHECKING - WATER UTILITY	86,240.94	1,672,650.29
600-000-1805	ACCUM. DEPR. - WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	53,085.64	1,495,577.73
610-000-1805	ACCUM. DEPR. - SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	34,722.33	110,396.42
740-000-1110	CHECKING	48,118.07	235,302.80
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	7,365.33	13,509,149.27
600-000-1111	WAT.SINKING/CKG	.00	.00
610-000-1111	SEWER SINKING FUND	.00	.00
	WATER SINKING TOTAL	.00	.00
600-000-1112	WATER TRUST CHECKING	.00	.00
610-000-1112	SEW.IMPR.CHECKING	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1113	WAT.IMPR/CHECKING	.00	.00
610-000-1113	79 SANITARY SEWER DISTRICT	.00	.00
	CHECKING TOTAL	.00	.00

BALANCE SHEET
CALENDAR 9/2023, FISCAL 3/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
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	11.87	10,315.20
110-000-1160	SAVINGS	.00	.00
125-000-1160	SAVINGS	.00	.00
	SUPER MONEY MKT II TOTAL	----- 11.87	----- 10,315.20

BALANCE SHEET
CALENDAR 9/2023, FISCAL 3/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
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	404.12	562,629.58-
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	404.12	156,412.28
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00
		-----	-----
	TOTAL	.00	.00
	TOTAL CASH	=====	=====
		7,781.32	18,514,048.39
		=====	=====



Polk City Police Department

309 W Van Dorn St. P.O.Box 381

Polk City, Iowa 50226

Phone: 515-984-6565 Fax 515-984-6819 email: police@polkcityia.gov

Service Integrity Respect Quality

To: Honorable Mayor and Council Members

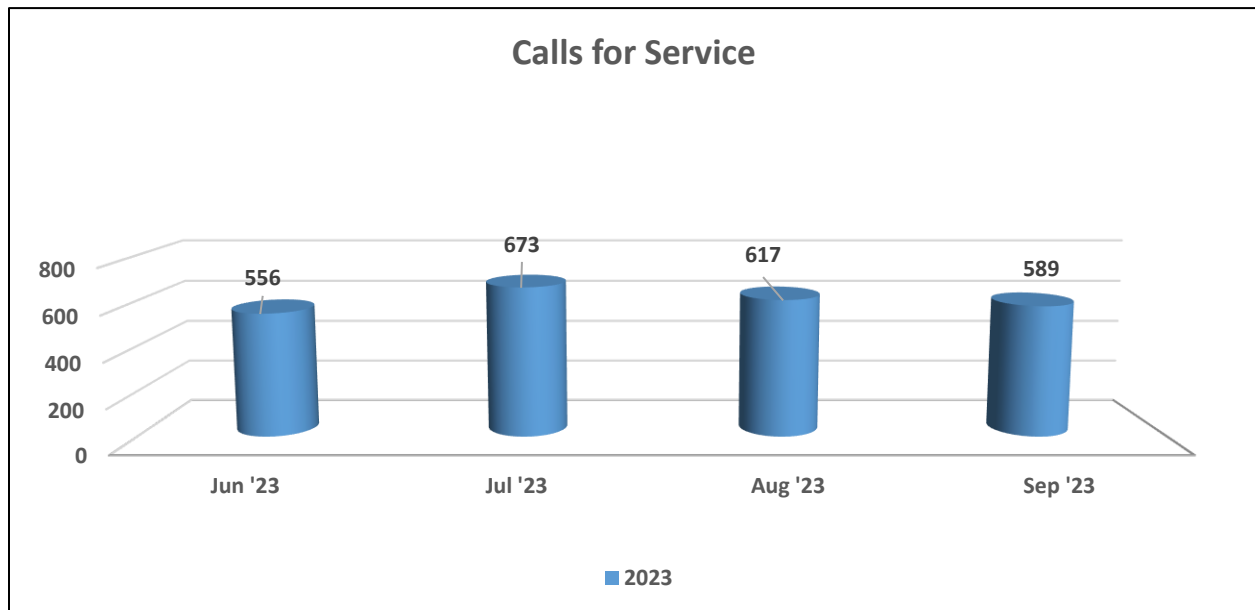
From: Lieutenant Aswegan

Date: October 14th, 2023

Re: September 2023 Monthly Report

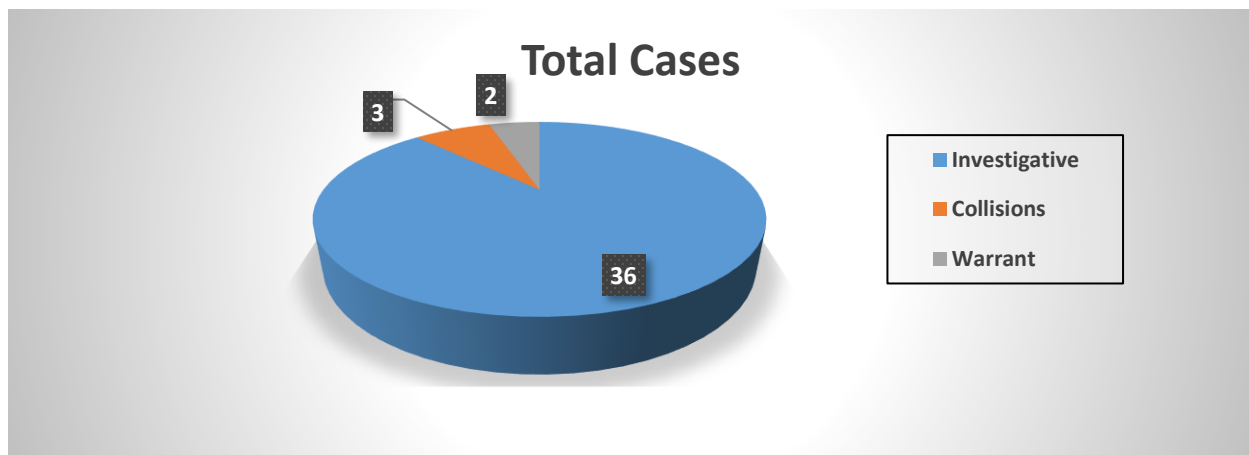
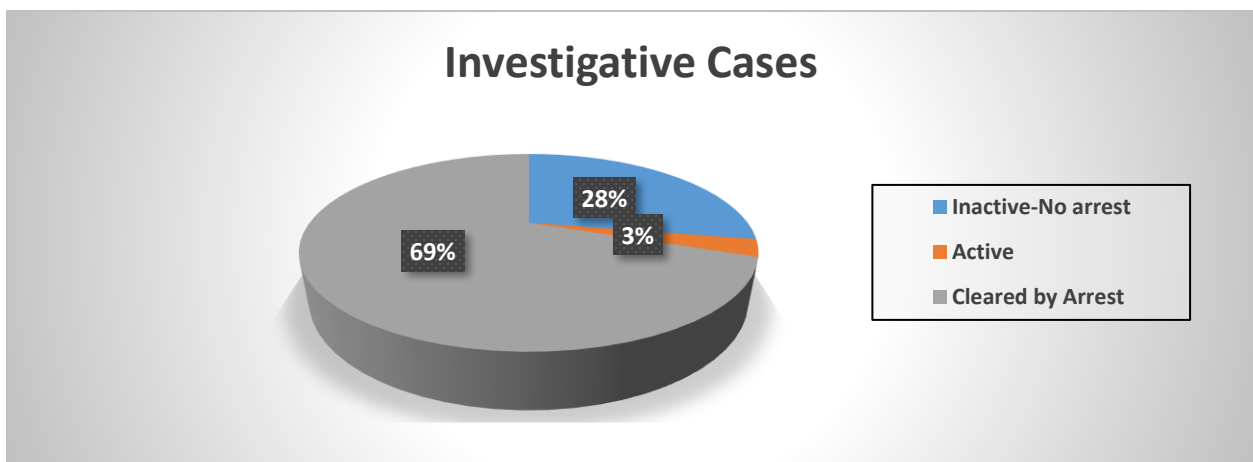
Calls for Service

The total calls for service for the month of September were **589**. This includes response to citizen complaints/reports, assists, self-initiated activities such as traffic stops, building checks, suspicious persons, and case follow up. Among these calls for service Polk City Officers conducted **199** traffic stops.



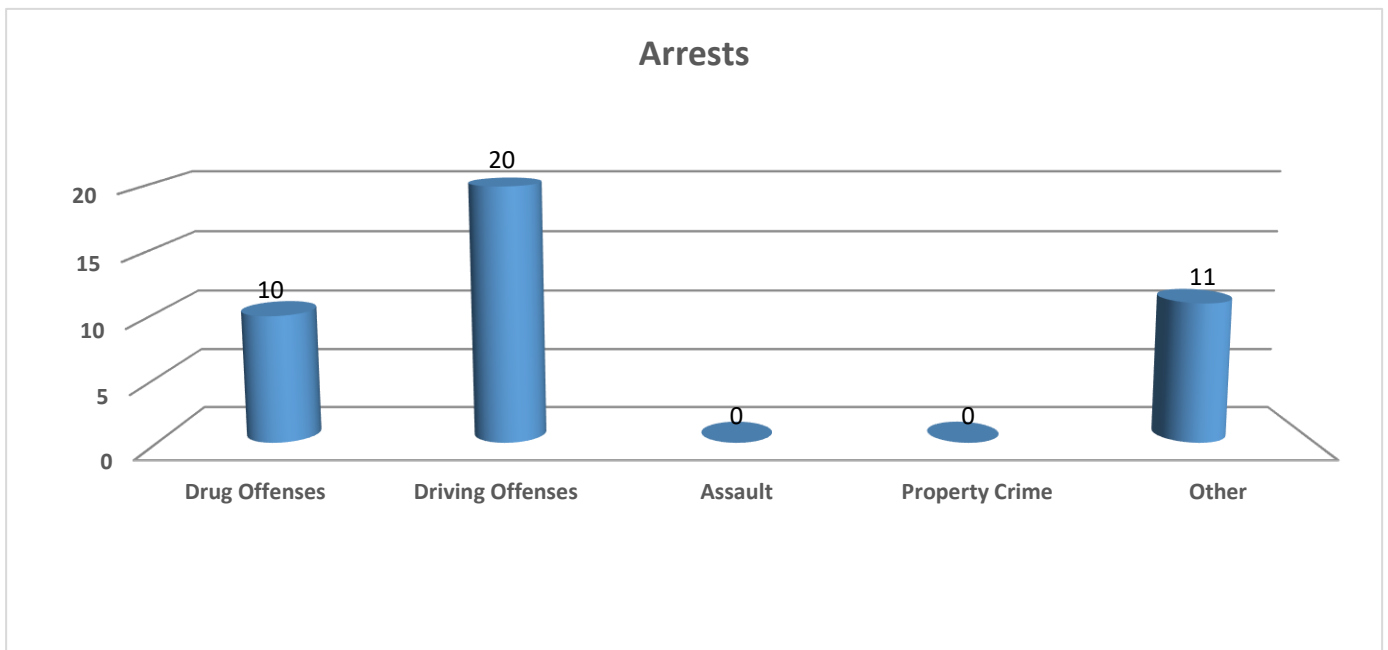
Cases Made

The Police Department had **41** total cases during the month of September. **36** of the cases were investigative incident reports and **3** were for vehicle collisions, and 2 for wanted persons. There is **1** active investigation this month. There was a **69%** rate of cases cleared by arrest, for investigative cases in September.



Arrests Made

The Police Department made **41** arrests and issued **66** citations and **171** warnings. The arrests consisted of **20** driving related offenses, **10** drug related offenses, **11** for miscellaneous offenses which included wanted subjects, trespassing, and child endangerment.



Notable Incidents

23-0344

On September 23rd a Polk City Officer stopped a vehicle for a traffic violation on W. Bridge Road. The driver, a 20-year-old Urbandale man, was found to have a barred driver's license. He was arrested and charged with Driving While Barred. He was booked into the Polk County jail.

23-0338

On September 17th, a Polk City Officer was dispatched to the 400 block of E. Madison Drive for a report of 3 suspicious subjects entering an unoccupied home. The officer responded and contacted 2 women and one man who claimed they had been given consent by the homeowner to go into his house while the homeowner was in jail. Investigation by the officer discovered this was not accurate and they were in fact trespassing. All three subjects were arrested for Trespass. The man had an outstanding warrant for his arrest as well. They were all booked into the Polk County Jail.

23-0351

On September 26th a Polk City Police Officer stopped a vehicle on NW Big Creek Drive for a traffic violation. The driver, a 25-year-old Rockwell City man, was found in possession of marijuana, cocaine, a loaded pistol, and some drug paraphernalia. He was charged with 2 counts of Possession of Controlled Substance, a count of Ineligible Persons Carrying Dangerous Weapon and a count of Possession of Drug Paraphernalia. He was booked into the Polk County Jail.

Officer Training

Officer Garrison continued his Basic Peace Officer Training at Hawkeye Regional Academy in September. Officer Garrison is scheduled to graduate from the academy on October 27th. He will complete the remainder of the field training program and then be assigned to the night shift.



Officer Spencer Stover started with our department on September 11th. He has entered our department's field training program. Prior to entering our field training program, Officer Stover was instructed by department instructors on topics including firearms training, use of force, Taser, baton, handcuffing, searching, de-escalation, mental health, and many other topics. Officer Stover is set to complete the department's field training program in mid-November.

Officer Blaha-Polson completed Midwest Counterdrug Training Center's course on Highway Drug Interdiction for patrol. This course instructs officers on advanced techniques to interdict the flow of drugs on our streets. This is a 24-hour course taught by instructors who are experts on the subject.

In-Service Training

In September, officers completed the classroom portion of emergency vehicle operations training. The classroom portion is a 2-hour course done before our upcoming emergency vehicle operations exercises scheduled for October. Certified instructors will be providing our staff with refresher training in pursuit driving, evasive maneuvers, and slow speed driving techniques.

Officers also attended our annual Officer Wellness Training on September 11th. Representatives from areas of financial, physical, and mental wellness presented to our staff.

Aicher 26

Delaney 7

Blaha-Polson 30

Sherman 8

Whipple 6

Garrison (at ILEA)

Stover 54

Aswegan 6

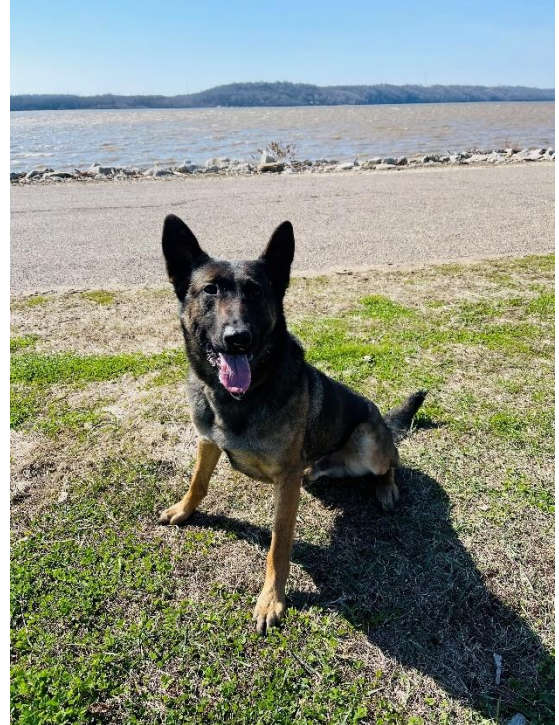
Siepkner 6

Total Training Hours: 143

K9 Program

Polk City PD K9 Team, Officer Aicher and Eudoris, logged 16 hours of training in September. Training was conducted on various tasks including tracking and narcotics detection.

Eudoris was deployed twice in September – once for narcotic detection and once for tracking.

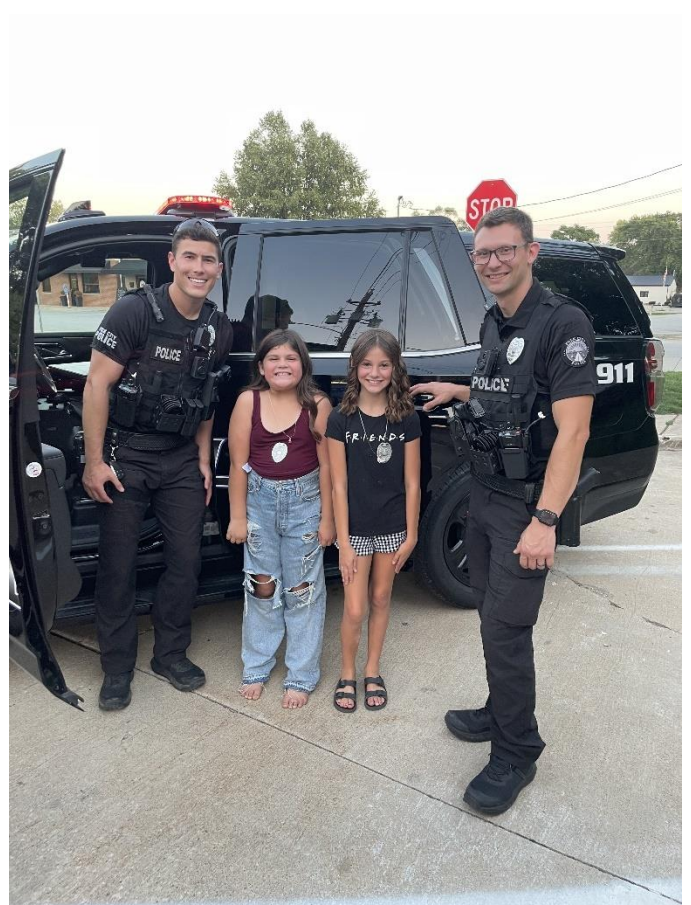


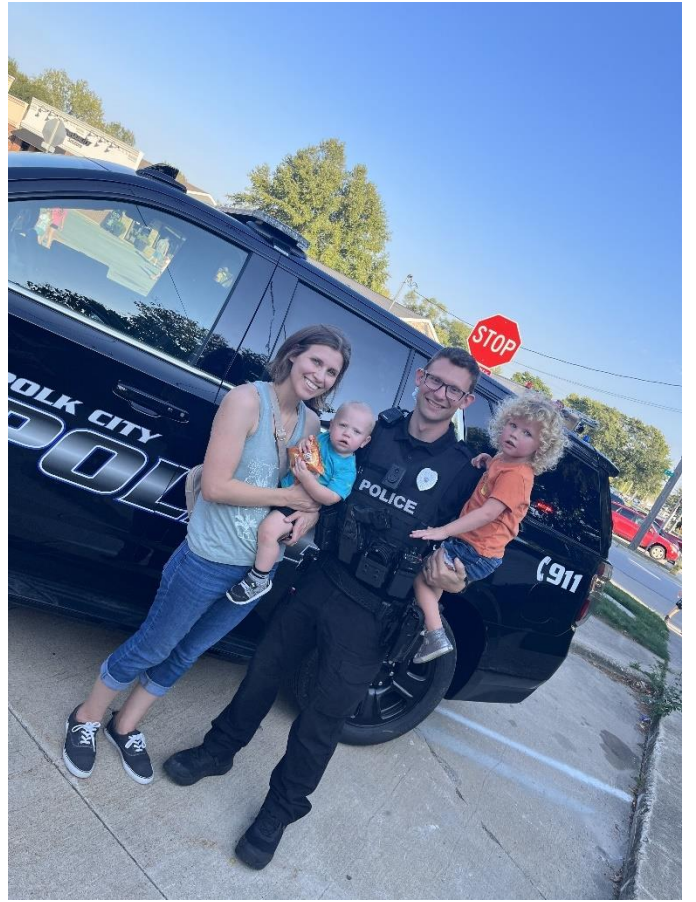
On September 28th, Officer Aicher and Eudoris were requested by the Polk County Sheriff's Office to support the investigation into the whereabouts of a subject involving a shooting in Grimes. Eudoris led law enforcement to a storm water drain where it was believed the subject threw the gun he used in the shooting. Although no gun was found, there was evidence that showed Eudoris had alerted to an area where the subject had discarded other property.

Officer Aicher and Eudoris were also deployed for narcotics detection on a vehicle involved in an investigation in Polk City. Eudoris alerted to the odor of narcotics in the vehicle. The subject, a 44-year-old Polk City man, was found in possession of drug paraphernalia. He was arrested and booked into the Polk County jail.

Community Outreach

Officers Garrison and Stover represented the police department at the annual Polk City Fall Festival. Officers handed out some items to children, gave some tours of our newest patrol car, and were on hand to answer questions from adults and children alike. Thank you to all that visited us. Officers Garrison and Stover had a ton of fun!







City of Polk City, Iowa City Council Agenda Communication

Date: October 23, 2023
To: Mayor, City Council, and City Manager
From: Karla Hogrefe – Fire Chief
Subject: September 2023 Monthly Report

BACKGROUND: There were 55 calls for service in the month of September, which was down 12 calls from August. We had Paramedic coverage 29 nights out of 31. Full-Time FF/Paramedic Riley Noggle picked up 6 on-call shifts to help cover the paramedic position this month. Chief Hogrefe filled in 6 shifts to help with Duty Officer and Paramedic coverage. Full-Time FF/Paramedic Alissa Furry was cleared to ride independently as a paramedic in September and has hit the ground running with a lot of ALS calls. Our full-time FF/EMT Tyler Pedersen has finished up with his paramedic class and will be testing in the next month. We are hoping he will be certified by December.

Unfortunately, we had 4 resignations in the month of September. These were all part-time members that have gotten full-time jobs elsewhere and were unable to fill the time commitment at the Polk City Fire Department. Thank you to FF/Paramedic Alyssa Wallace, FF/EMT Tyler Ahrens, FF/EMT Justin McKay, and FF/Paramedic Sam Palmer for their years of service at PCFD.

August Staff Anniversaries:

Lieutenant Steve Noack – September 12 – 23 years
Lieutenant David Llewellyn – September 13 – 2 years
FF/Paramedic Cory Brooks – September 14 – 3 years

TRAINING: We conducted 3 training classes the month of September. September 5 – EMS training with 2 hours of continuing education. This was offered as an online course. Instead of training that night, we all worked together to move furniture out of the old community center to prepare for the remodel to begin. September 12 – Iowa Fire Service Training Bureau Life Fire Attack Trailer Training. We were able to do multiple fire attack scenarios with this trailer. September 19 – Officer Meeting and Department Meeting. September 26 – EMS scenarios with 2 hours of continuing education provided.



Mobile fire attack trailer training.

Lieutenant Owen working the fire controls at the trailer training.



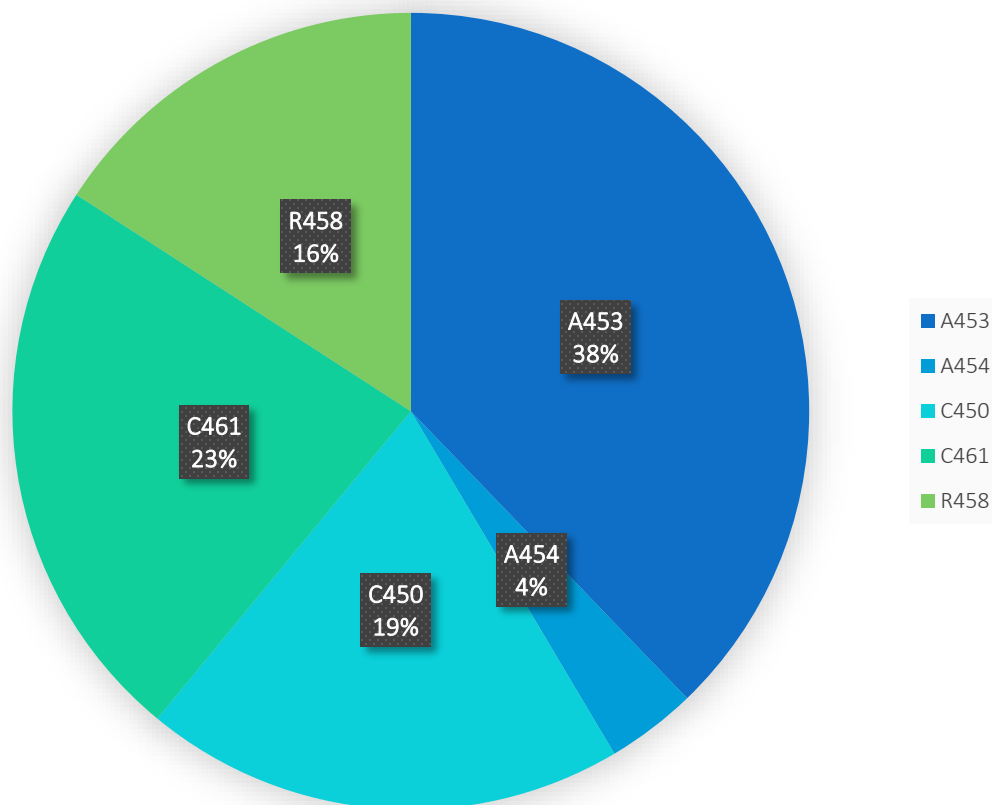
PUBLIC RELATIONS: **September 19** – Girl scout station tour and visit. **September 22** – Firetruck to NP Homecoming Parade. **September 28** – Chief spoke at the Citizens Academy.

SIGNIFICANT EVENTS: **September 10** – Crews were called to a witnessed cardiac arrest. When A453 arrived on scene Polk City PD and DNR Officer were doing CPR and had delivered one shock to the patient. The ambulance crew continued CPR and shocked the patient 2 more times resulting in a pulse return. The patient had stents placed and was released from the hospital a few days later. Good save for those involved!

Station Remodel Updates: Phase 2 began in September which included demolition of the old community center, framing, plumbing, and electrical rough-ins. It seems that they are making a lot of progress and we are all surviving through the mess and noise!

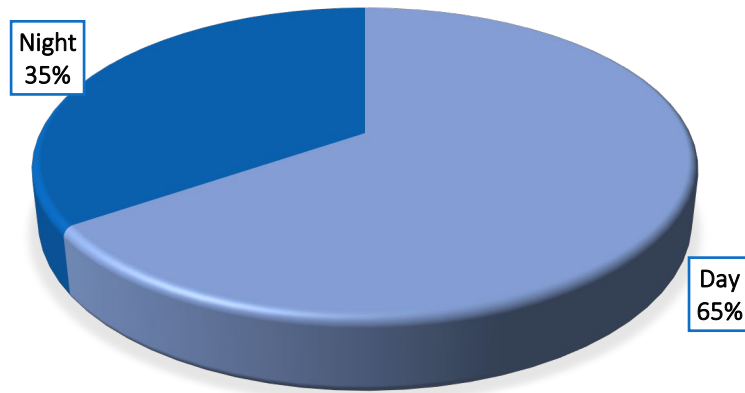
Responses per apparatus including Ambulance 453, Ambulance 454 (second out), Car 450, Car 461, and Rescue 458.

Apparatus Response

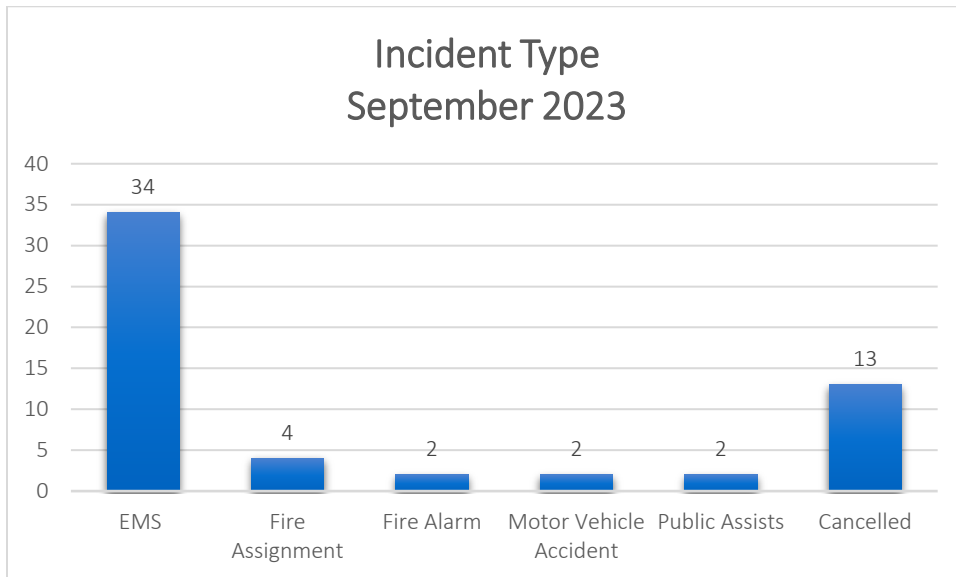


36 calls were during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM). 19 calls were during the night shift, between 18:00 hours (6:00 PM) and 06:00 hours (6:00 AM):

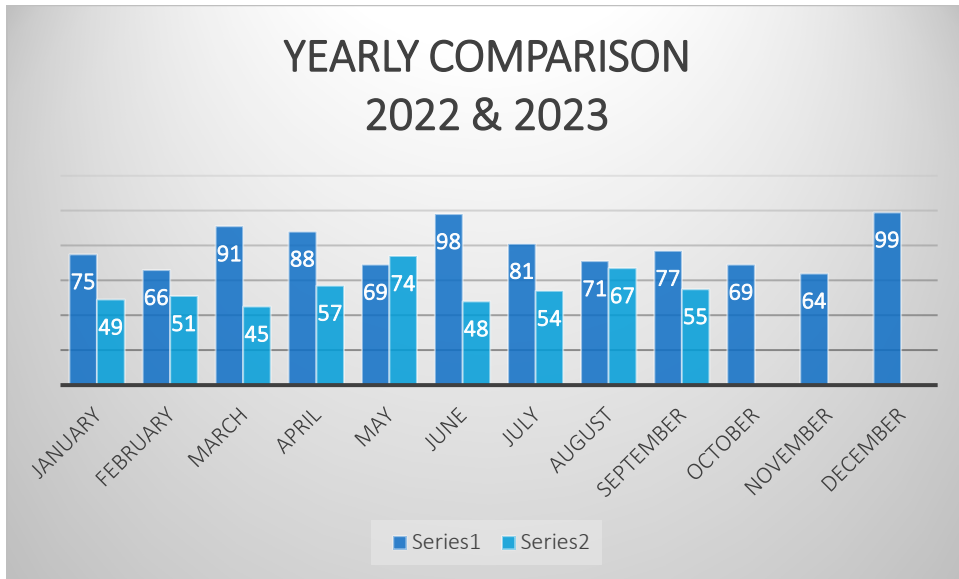
NIGHT VS DAYTIME CALLS



The “Incident Type” of calls was predominately EMS related.



September 2023 had 12 less calls for service than September 2022.



RESOLUTION NO. 2023-125

**A RESOLUTION APPROVING CHANGE ORDER NO. 3 FOR THE
FIRE DEPARTMENT REMODEL PROJECT**

WHEREAS, the City of Polk City, City Council, approved construction for the Fire Department Remodel Project on December 14, 2022; and

WHEREAS, the City Council awarded the construction contract for the Fire Department Remodel Project to GTG Construction LLC; and

WHEREAS, on January 23, 2023 the City Council approved the contract for the construction of the Fire Department Remodel Project with GTG Construction LLC in the amount of \$1,171,000; and

WHEREAS, on July 10, 2023 the City Council approved Change Order No. 1 for replacement of electrical service entrance and automatic transfer switch (ATS) in the amount of \$12,390.07 bringing total contract to the amount of \$1,183,390.00.

WHEREAS, on October 9, 2023 the City Council approved Change Order No. 2 for replacement of four (4) existing doors and additional ductwork and electrical exhaust fan in the amount of \$9,521.50 bringing total contract to the amount of \$1,192,911.57.

WHEREAS, GTG Construction LLC and the City Engineer have submitted to the City of Polk City, Change Order No. 3 for replacement of Water Heater, adding supply and drain for Ice Maker and new Circuit and Receptacle for Dryer in the amount of \$4,242.93 bringing total contract to the amount of \$1,197,154.50.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves change order No. 3 in the amount of \$4,242.93.

PASSED AND APPROVED the 23 day of October 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



Change Order

PROJECT: *(Name and address)*
2022213.01 Polk City Fire Dept Reno
112 N 3rd Street
Polk City, IA 50226

CONTRACT INFORMATION:
Contract For: General Construction
Date: January 23, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: October 18, 2023

OWNER: *(Name and address)*
City of Polk City, Iowa
112 S 3rd St
Polk City, IA 50226

ARCHITECT: *(Name and address)*
FEH Design
604 East Grand Avenue
Des Moines, Iowa 50309

CONTRACTOR: *(Name and address)*
GTG Companies
6505 Merle Hay Rd
Johnston, IA 50131

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Scope modifications will include:

- Contractor's Change Order Request #7: \$2,009.70
REPLACE existing Water Heater
ADD water supply and drain connection for Ice Maker in new location
- Contractor's Change Order Request #8: \$2,233.23
ADD new Circuit & Receptacle for existing Dryer to be installed in new Decon Room

Total: \$4,242.93

The original Contract Sum was	\$	1,171,000.00
The net change by previously authorized Change Orders	\$	21,911.57
The Contract Sum prior to this Change Order was	\$	1,192,911.57
The Contract Sum will be increased by this Change Order in the amount of	\$	4,242.93
The new Contract Sum including this Change Order will be	\$	1,197,154.50

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged

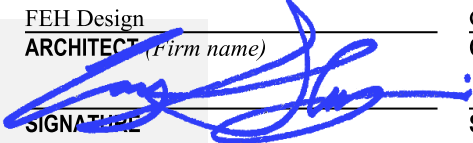
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FEH Design
ARCHITECT *(Firm name)*

GTG Companies
CONTRACTOR *(Firm name)*

City of Polk City, Iowa
OWNER *(Firm name)*


SIGNATURE

SIGNATURE

SIGNATURE

Cory W. Sharp, AIA, Architect

Jessica Reynolds, Owner, Senior Project Manager

Steve Karsjen, Mayor

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

10-18-2023
DATE

DATE

DATE



GTG Construction, LLC
 6505 Merle Hay Rd, Suite A
 PO Box 917
 Johnston IA 50131-1232
 515-528-8178

Change Order

Order#: 7

Order Date: 10/12/2023

License: C107451

To: City of Polk City
 112 S 3rd St
 Polk City IA 50226

Project: 230007
 Polk City Fire and Community Center
 IA

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Specifications Attached

Description of Work	Amount
Water Heater	2,009.70
\$1740 + 10%OH + 5% P	

WE HAVE REVIEWED THE CONTRACTOR'S PRICING FOR THE WORK DESCRIBED AND FIND IT REASONABLE AND ACCEPTABLE.



By: Cory W. Sharp
 Date: 10, 16, 2023

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **2,009.70**

The original Contract Sum was	1,171,000.00
Net change by previous Change Orders	21,911.57
The Contract Sum prior to this Change Order	1,192,911.57
The Contract Sum will be changed by this Change Order	2,009.70
The new Contract Sum including this Change Order will be	1,194,921.27
The Contract Time will be changed by	0 Days

Client: _____

Date: _____

GTG: Jessica L. Reynolds

Date: 10/12/23

Digitally signed by Jessica L. Reynolds
 DN: C=US, E=jessica@gtgcompanies.com,
 O=GTG Construction, CN=Jessica L. Reynolds
 Date: 2023.10.12 10:05:00 -0500

Proposal

PREMIER PLUMBING, INC.

Service • Remodel • New Construction • Excavation

121 SE Shurfine Drive Suite 8 • Ankeny • IA • 50021

Phone:(515)965-0714 • **Fax:** (515)964-4618

To: GTG
Email or Fax:
Phone:

Job Name/Location: Polk City Fire Department

Premier Plumbing, Inc. proposes to provide all labor, materials & fixtures to perform the following:

CHANGE ORDER REQUESTS:

#1): Move Ice machine to Old Location of washing machine in west side of truck bay backed up to Decon room shower. Discussed with Cory on 10/9/23

Add water line off old women's bathroom when wall is opened for Demo and run line off condensate pump to existing line in garage ceiling area

Ice Machine move Change Ordewr Price-----\$ 565.00

#2): Replace 50 gallon gas water heater with a New Rheem 50 gallon gas water heater—Haul old unit away

Installed price-----\$ 1740.00

Exclusions are as follows:

TOTAL PRICE: \$ SEE ABOVE

TERMS: NET 15 days **Signed Proposal.** Progress Draws if needed, With Final Due upon Completion. If paid by CC Add 3% to Total



GTG Construction, LLC
 6505 Merle Hay Rd, Suite A
 PO Box 917
 Johnston IA 50131-1232
 515-528-8178

Change Order

Order#: 8

Order Date: 10/12/2023

License: C107451

To: City of Polk City
 112 S 3rd St
 Polk City IA 50226

Project: 230007
 Polk City Fire and Community Center
 IA

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Specifications Attached

Description of Work	Amount
Add'l Dryer Receptacle	2,233.23
Notes \$1933.53 + 10% OH + 5% P	

WE HAVE REVIEWED THE CONTRACTOR'S PRICING FOR THE WORK DESCRIBED AND FIND IT REASONABLE AND ACCEPTABLE.



By: Cory W. Sharp
 Date: 10, 13, 2023

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **2,233.23**

The original Contract Sum was	1,171,000.00
Net change by previous Change Orders	21,911.57
The Contract Sum prior to this Change Order	1,192,911.57
The Contract Sum will be changed by this Change Order	2,233.23
The new Contract Sum including this Change Order will be	1,195,144.80
The Contract Time will be changed by	0 Days

Client: _____

Date: _____

GTG: Jessica L. Reynolds

Date: 10/12/23

Digitally signed by Jessica L. Reynolds
 DN: C=US, E=jessica@gtgcompanies.com,
 O=GTG Construction, CN=Jessica L. Reynolds
 Date: 2023.10.12 10:47:05-0500

Van Maanen

Electric, Inc.

PROPOSAL REQUEST

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208
Telephone: 641-791-9473

CCN #

DRYER DECON ROOM

Date:

10/9/2023

Project Name:

Polk City Fire Department Renovation

Page Number:

1

GTG Companies

Contact: Jessica Reynolds
PO Box 917
Johnston, IA 50131
E-mail: jessicar@gtgcompanies.com

Work Description

Scope: Add a residential dryer receptacle to Decon room 121 per the Fire Chiefs request. Painting and patching is excluded

Breakdown

Description	Qty
3/8" 1-H STRAP - STEEL	16
#10 THHN BLACK	50
#10 THHN RED	50
#10 THHN WHITE	50
#10 THHN GREEN	50
#10/3C SOLID CABLE MC - ALUM ARMOR	80
ARL 38AST 3/8 INSUL FLEX CBL CONN	4
RED WIRECONN IDEAL 30-452 SIZE 452	16
DEV BOX 2 3/4" DEEP 1/2" KO W/ EARS	2
4" SQ BOX EXT RING COMB KO	1
4" SQ BLANK COVER	2
F-STRAPS BOX SUPPORT	1
GROUND SCREW W/ INSUL #12 LEAD	5
#6x 1 WOOD SCREW	20
2G 1x 2.109" DIAM REC PLATE - TP WHITE	1
14-30R - 30A 250V 4W 1PH REC - BLK (SG) DRYER	1
SIEM5 B230 2P 30A CKT BRKR	1
Totals	350

Summary

Material		866.49
LABOR	(12.46 Hrs @ \$71.53)	891.26
O&M	(@ 10.000 %)	175.78

Final Amount**\$1,933.53****Cost Breakdown**

Material Cost	866.49
Total Cost	866.49

Van Maanen Authorization:**ORIGINAL**

PROPOSAL REQUEST

CCN # DRYER DECON ROOM
Date: 10/9/2023
Project Name: Polk City Fire Department Renovation
Page Number: 2

Van Maanen Electric Inc.

500 Iowa Speedway Drive
Newton, Iowa 50208

Project Manager: Matt Baker
Phone Number: 641-791-9473
E-mail: mbaker@vanmaanenelectric.com

Signature: _____ Date: _____

GTG Companies Authorization

Name: Jessica Reynolds

Signature: _____ Date: _____

ORIGINAL

RESOLUTION NO 2023-126

A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 8 FOR THE FIRE STATION REMODEL PROJECT

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

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

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

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

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

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

WHEREAS, on June 12, 2023 City Council approved Resolution 2023-83 approving Partial Pay App No. 4 in the amount of \$110,841.25; and

WHEREAS, on July 10, 2023 City Council approved Resolution 2023-88 approving Change Order No. 1 in the amount of \$12,390.07; and

WHEREAS, on July 10, 2023 City Council approved Resolution 2023-89 approving Partial Pay App No. 5 in the amount of \$61,037.50; and

WHEREAS, on October 9, 2023 City Council approved Resolution 2023-121 approving Partial Pay App No. 6 in the amount of \$82,887.50 and Partial Pay App No. 7 in the amount of \$51,778.80; and

WHEREAS, on October 9, 2023 City Council approved Resolution 2023-123 approving Change Order No. 2 in the amount of \$9,521.50; and

WHEREAS, on October 23, 2023 City Council approved Resolution 2023-123 approving Change Order No. 3 in the amount of \$4,242.93; and

WHEREAS, GTG Construction and the City Architect, FEH Design have submitted the Application for Partial Payment No. 8 giving a detailed estimate of work completed with an application for payment in the amount of \$142,680.57.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 8 for the Fire Station Remodel Project, and the City Clerk/Treasurer is hereby authorized to issue a check to GTG Construction LLC in the amount of \$142,680.57.

PASSED AND APPROVED the 23 day of October 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

TO OWNER: PROJECT: APPLICATION NO: **8** Distribution to:

City of Polk City PROJECT: **Polk City Fire and Community Center**

112 S 3rd Street **112 N 3rd Street**

Polk City, IA 50226 **Polk City, IA 50226**

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR

PERIOD TO: **10/05/23**

FROM CONTRACTOR: VIA ARCHITECT: **FEH Design**

GTG Construction, LLC **Attn: Cory Sharp**

6505 Merle Hay Rd **604 East Grand Avenue**

Suite A **Des Moines, IA 50309**

Johnston IA 50131-1232

PROJECT NOS: **230007**

CONTRACT FOR: **Weeks MS Auditorium** CONTRACT DATE: **01/23/23**

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	1,171,000.00
2. Net change by Change Orders		<u>\$21,911.57</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>1,192,911.57</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		<u>\$596,269.07</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>29,813.45</u>
b. <u>0</u> % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>29,813.45</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>566,455.62</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>423,775.05</u>
8. CURRENT PAYMENT DUE	\$	<u>142,680.57</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>626,455.95</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$21,911.57	\$0.00
TOTALS	\$21,911.57	\$0.00
NET CHANGES by Change Order	\$21,911.57	\$0.00

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

CONTRACTOR: **GTG Construction, LLC**

By: Jessica L. Reynolds Date: 10/05/23

Digitally signed by Jessica L. Reynolds
DN: C=US,
E=jessicar@gtgcompanies.com,
O=GTG Construction, CN=Jessica L. Reynolds
Date: 2023.10.05 15:03:21-05'00'

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ **142,680.57**

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

ARCHITECT:  Date: 10-9-2023

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF PAGES 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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

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

APPLICATION NO: 8
 APPLICATION DATE: 10/05/23
 PERIOD TO: 10/05/23
 PROJECT NO: 230007

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	\$58,275.00	\$25,000.00	\$5,500.00	\$0.00	\$30,500.00	52.34%	\$27,775.00	\$1,525.00
2	Bond	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	100.00%	\$0.00	\$900.00
3	Submittal Exchange	\$5,400.00	\$5,400.00	\$0.00	\$0.00	\$5,400.00	100.00%	\$0.00	\$270.00
4	Temp Barricades Material	\$3,793.00	\$3,000.00	\$793.00	\$0.00	\$3,793.00	100.00%	\$0.00	\$189.65
5	Temp Barricades Labor	\$2,530.00	\$2,000.00	\$530.00	\$0.00	\$2,530.00	100.00%	\$0.00	\$126.50
6	Cleaning	\$5,300.00	\$2,500.00	\$500.00	\$0.00	\$3,000.00	56.60%	\$2,300.00	\$150.00
7	Demolition	\$22,356.00	\$19,000.00	\$3,356.00	\$0.00	\$22,356.00	100.00%	\$0.00	\$1,117.80
8	Concrete Footings Material	\$1,936.00	\$0.00	\$1,936.00	\$0.00	\$1,936.00	100.00%	\$0.00	\$96.80
9	Concrete Footings Labor	\$1,292.00	\$0.00	\$1,292.00	\$0.00	\$1,292.00	100.00%	\$0.00	\$64.60
10	Concrete Slab on Grade Material	\$26,400.00	\$8,000.00	\$18,400.00	\$0.00	\$26,400.00	100.00%	\$0.00	\$1,320.00
11	Concrete Slab on Grade Labor	\$17,600.00	\$6,500.00	\$11,100.00	\$0.00	\$17,600.00	100.00%	\$0.00	\$880.00
12	Steel Material	\$1,480.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,480.00	\$0.00
13	Rough Carpentry Material/Framing	\$32,580.00	\$5,000.00	\$15,000.00	\$0.00	\$20,000.00	61.39%	\$12,580.00	\$1,000.00
14	Rough Carpentry and Steel Labor/Framing	\$21,720.00	\$8,500.00	\$5,000.00	\$0.00	\$13,500.00	62.15%	\$8,220.00	\$675.00
15	Millwork Material	\$63,388.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	31.55%	\$43,388.00	\$1,000.00
16	Millwork Labor	\$10,185.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	14.73%	\$8,685.00	\$75.00
17	Joint Sealants Material	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,600.00	\$0.00
18	Joint Sealants Labor	\$1,640.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,640.00	\$0.00
19	Door Material	\$28,020.00	\$28,020.00	\$20.00	\$0.00	\$28,020.00	100.00%	\$0.00	\$1,401.00
20	Door Labor	\$1,475.00	\$500.00	\$0.00	\$0.00	\$500.00	33.90%	\$975.00	\$25.00
21	Glass Material	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
22	Glass Labor	\$3,953.00	\$3,953.00	\$0.00	\$0.00	\$3,953.00	100.00%	\$0.00	\$197.65
23	Drywall/ACT Material	\$43,970.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	31.84%	\$29,970.00	\$700.00
24	Drywall/ACT Labor	\$29,313.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	37.53%	\$18,313.00	\$550.00
25	Tiling Material	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
26	Tiling Labor	\$6,578.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	30.40%	\$4,578.00	\$100.00
27	Flooring Material	\$20,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	40.00%	\$12,000.00	\$400.00
28	Flooring Labor	\$14,182.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	42.31%	\$8,182.00	\$300.00
29	Fluid Applied Flooring Material	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
30	Fluid Applied Flooring Labor	\$3,020.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,020.00	\$0.00
31	Paint Material	\$8,000.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	31.25%	\$5,500.00	\$125.00
32	Paint	\$11,667.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	25.71%	\$8,667.00	\$150.00
33	Specialties Material	\$5,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	40.00%	\$3,000.00	\$100.00
34	Specialties Labor	\$2,088.00	\$250.00	\$0.00	\$0.00	\$250.00	11.97%	\$1,838.00	\$12.50
35	Signage	\$3,968.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,968.00	\$0.00
36	Window Treatment Material	\$1,501.00	\$1,501.00	\$0.00	\$0.00	\$1,501.00	100.00%	\$0.00	\$75.05
37	Window Treatment Labor	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100.00%	\$0.00	\$40.00
38	Wheelchair Lift Material	\$21,675.00	\$21,675.00	\$0.00	\$0.00	\$21,675.00	100.00%	\$0.00	\$1,083.75
39	Wheelchair Lift Labor	\$14,451.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,451.00	\$0.00
40	Fire Suppression Material	\$6,000.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	41.67%	\$3,500.00	\$125.00
41	Fire Suppression Labor	\$4,088.00	\$500.00	\$0.00	\$0.00	\$500.00	12.23%	\$3,588.00	\$25.00
42	HVAC Material	\$120,000.00	\$14,000.00	\$5,000.00	\$0.00	\$19,000.00	15.83%	\$101,000.00	\$950.00
43	HVAC Labor	\$73,881.00	\$11,000.00	\$3,000.00	\$0.00	\$14,000.00	18.95%	\$59,881.00	\$700.00
44	Plumbing Material	\$65,481.00	\$21,000.00	\$12,000.00	\$0.00	\$33,000.00	50.40%	\$32,481.00	\$1,650.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF PAGES 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
 APPLICATION DATE: 10/05/23
 PERIOD TO: 10/05/23
 PROJECT NO: 230007

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
45	Plumbing Labor	\$43,654.00	\$13,000.00	\$5,000.00	\$0.00	\$18,000.00	41.23%	\$25,654.00	\$900.00
46	Electrical Material	\$103,218.00	\$81,000.00	\$0.00	\$0.00	\$81,000.00	78.47%	\$22,218.00	\$4,050.00
47	Electrical Labor	\$68,813.00	\$19,500.00	\$8,000.00	\$0.00	\$27,500.00	39.96%	\$41,313.00	\$1,375.00
48	Excavation	\$5,476.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,476.00	\$0.00
49	Paving Material	\$9,000.00	\$4,500.00	\$4,500.00	\$0.00	\$9,000.00	100.00%	\$0.00	\$450.00
50	Paving Labor	\$9,273.00	\$4,500.00	\$4,773.00	\$0.00	\$9,273.00	100.00%	\$0.00	\$463.65
51	Site Utilities	\$62,100.00	\$30,000.00	\$32,100.00	\$0.00	\$62,100.00	100.00%	\$0.00	\$3,105.00
52	Alt 1 - Station Alerting System Material	\$39,528.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$39,528.00	\$0.00
53	Alt 1 - Station Alerting System Labor	\$26,352.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,352.00	\$0.00
54	CO#1 Door Hardware	\$694.16	\$0.00	\$694.16	\$0.00	\$694.16	100.00%	\$0.00	\$34.71
55	CO#2 PR-1 Electrical	\$11,695.91	\$0.00	\$11,695.91	\$0.00	\$11,695.91	100.00%	\$0.00	\$584.80
56	CO#3 Additional Doors	\$7,797.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,797.25	\$0.00
57	CO# 4 PR-2 Decon Exhaust	\$1,724.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,724.25	\$0.00
GRAND TOTALS		\$1,171,000.00	\$446,079.00	\$150,190.07	\$0.00	\$596,269.07	52.67%	\$596,642.50	\$29,813.45

_____ introduced the following resolution entitled “**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND**” and moved that the same be adopted. _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYES: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2023-127

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2024 Street Repairs Project, described in the plans and specifications heretofore adopted by this Council on October 9, 2023, be and are hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Brothers Cleaning Corporation
Amount of bid: \$181,951.00 Base Bid
\$19,580.00 Bid Alternate D (421 Tyler Street)
\$201,531.00 = Total
Bond Surety: ZipBonds, LLC
Date of Bond: October 23, 2023
Portion of project: All Construction Work

PASSED AND APPROVED this 23 day of October 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

CONTRACT NO. 123.0771.01

DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Polk City, Iowa this 9th day of October, 2023, by and between the City of Polk City by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Brothers Concrete, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2023 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2024 STREET REPAIRS PROJECT

The Project includes the full depth PCC replacement of public streets, PCC driveway approach replacement, and PCC crack sealing at various locations in Polk City, Iowa. The Project consists of approximately 700 SY of PCC Full Depth Repair, modifications to ten (10) storm sewer structures, adjustments to two (2) sanitary sewer manholes, and associated work.

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Brothers Concrete
Contractor

Printed Name of Agent

By: _____
Signature
President
Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Jurisdiction

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of TWO HUNDRED ONE THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100 dollars (\$201,531.00) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project 2024 STREET REPAIRS PROJECT, including any selected bid alternates, within 33 working days and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

CONTRACTOR

By _____
Steve Karsjen, Mayor

Brothers Concrete
Contractor

(Seal)
ATTEST:

By _____
Jose Valero
Signature
President
Title

Jenny Coffin, Clerk

4000 Colfax Avenue
Street Address

Des Moines, IA 50317
City, State, Zip Code

515-554-5302
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

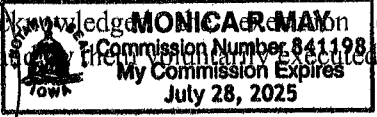
1. All Contractors: The Contractor shall enter its Public Registration Number C 1 1 2 8 - 6 3 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 18 day of October, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joselito Jalera and President, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Joselito Jalera and _____ acknowledged _____ of the instrument to be the voluntary act and deed of the corporation, by it and _____, they voluntarily executed.



[Handwritten signature]

Notary Public in and for the State of Iowa
My commission expires July 28th, 2025

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

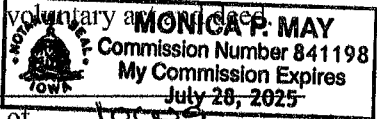
Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 18 day of October, 20 23, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joscelito Valero and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary and deed

[Signature]
Notary Public in and for the State of Iowa
My commission expires July 28, 20 25



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 _____

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
2 EARTHWORK					
2.1	Subgrade Treatment, Geogrid, Triangular	SY	171	\$ 6.00	\$ 1,026.00
2.2	Special Backfill	TON	59	\$ 55.00	\$ 3,245.00
6 STRUCTURES FOR SANITARY AND STORM					
6.1	Intake, SW-501, Top Only	EA	1	\$ 2,150.00	\$ 2,150.00
6.2	Intake, SW-505, Top Only	EA	3	\$ 2,450.00	\$ 7,350.00
6.3	Intake, SW-507, Top-Only	EA	1	\$ 2,450.00	\$ 2,450.00
6.4	Intake, SW-501	EA	2	\$ 6,200.00	\$ 12,400.00
6.5	Intake, SW-503	EA	1	\$ 8,600.00	\$ 8,600.00
6.6	Intake, SW-506	EA	1	\$ 11,200.00	\$ 11,200.00
6.7	Intake, SW-507	EA	1	\$ 8,500.00	\$ 8,500.00
6.8	Manhole Adjustment, Minor	EA	2	\$ 2,250.00	\$ 4,500.00
6.9	Remove Intake	EA	5	\$ 1,850.00	\$ 9,250.00
7 STREETS AND RELATED WORK					
7.1	PCC Full Depth Repair Patch	SY	700	\$ 105.00	\$ 73,500.00
7.2	Crack and Joint Cleaning and Filling, Hot Pour	LF	210	\$ 21.00	\$ 4,410.00
7.3	Removal of Driveway	SY	19	\$ 65.00	\$ 1,235.00
7.4	Driveway, Paved, PCC, 7"	SY	19	\$ 95.00	\$ 1,805.00
7.5	Subbase Over-Excavation	TONS	138	\$ 35.00	\$ 4,830.00
8 TRAFFIC CONTROL					
8.1	Temporary Traffic Control	LS	1	\$ 5,500.00	\$ 5,500.00
11 GENERAL PROVISIONS					
11.1	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00
TOTAL CONSTRUCTION COST BASE BID:					\$ 181,951.00

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
2 EARTHWORK					
2.1D	Subgrade Treatment, Geogrid, Triangular	SY	25	\$ 6.00	\$ 150.00
6 STRUCTURES FOR SANITARY AND STORM					
6.1D	Manhole Adjustment, Minor	EA	1	\$ 1,850.00	\$ 1,850.00
7 STREETS AND RELATED WORK					
7.1D	PCC Full Depth Repair Patch	SY	99	\$ 105.00	\$ 10,395.00
7.2D	Crack and Joint Cleaning and Filling, Hot Pour	LF	15	\$ 50.00	\$ 750.00
7.3D	Subbase Over-Excavation	TONS	21	\$ 35.00	\$ 735.00
8 TRAFFIC CONTROL					
8.1D	Temporary Traffic Control	LS	1	\$ 2,200.00	\$ 2,200.00
11 GENERAL PROVISIONS					
11.1D	Mobilization	LS	1	\$ 3,500.00	\$ 3,500.00

TOTAL CONSTRUCTION COST BID ALTERNATE D: \$ 19,580.00

SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Brothers Concrete, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto City of Polk City, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100 dollars (\$201,531.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 9th day of October, 2023, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2024 STREET REPAIRS PROJECT

The Project includes the full depth PCC replacement of public streets, PCC driveway approach replacement, and PCC crack sealing at various locations in Polk City, Iowa. The Project consists of approximately 700 SY of PCC Full Depth Repair, modifications to ten (10) storm sewer structures, adjustments to two (2) sanitary sewer manholes, and associated work.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100 dollars (\$201,531.00), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain

until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

SURETY BOND NO. GM 229877

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Brothers Concrete, as Principal (hereinafter the "Contractor" or "Principal" and Great Midwest Insurance Company, as Surety are held and firmly bound unto City of Polk City, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100 dollars (\$201,531.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 9th day of October, 2023, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2024 STREET REPAIRS PROJECT

The Project includes the full depth PCC replacement of public streets, PCC driveway approach replacement, and PCC crack sealing at various locations in Polk City, Iowa. The Project consists of approximately 700 SY of PCC Full Depth Repair, modifications to ten (10) storm sewer structures, adjustments to two (2) sanitary sewer manholes, and associated work.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100 dollars (\$201,531.00), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 18th day of October, 2023.

Surety Countersigned By:

Tina Bockholt
Signature of Agent

Tina Bockholt
Printed Name of Agent

ZipBonds, LLC
Company Name

3737 Woodland Ave, Suite 505
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

888-435-4191
Company Telephone Number

FORM APPROVED BY:

Attorney for Jurisdiction

PRINCIPAL:

Brothers Concrete
Contractor

By: *Jose Jalero*
Signature
President
Title

SURETY:

Great Midwest Insurance Company
Surety Company

By: *Havilah Watson*
Signature Attorney-in-Fact Officer

Havilah Watson
Printed Name of Attorney-in-Fact Officer

ZipBonds, LLC
Company Name

3737 Woodland Ave, Suite 505
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

888-435-4191
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Zach Matter, Zach Mefferd, Tina Bockholt, Ryan Swalve, Havilah Watson, Jimmy Brown

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:


Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

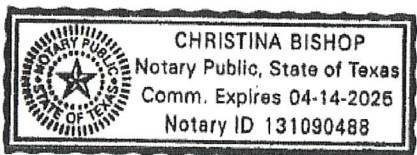


GREAT MIDWEST INSURANCE COMPANY

BY 
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



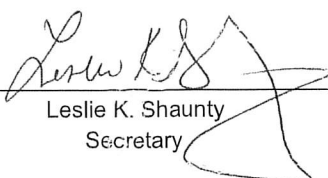
BY 
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 18th Day of October, 2023.



BY 
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2023

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

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

PRODUCER Boersma Insurance Services 100 Court Ave Ste 310-450 Des Moines IA 50309	CONTACT NAME: Kory Boersma	PHONE (A/C, No, Ext): 515-327-7033	FAX (A/C, No): 515-270-1192
	E-MAIL ADDRESS: kory@boersmainurance.com		
INSURED Brother's Cleaning Corporation 4000 Colfax Ave Des Moines IA 50317	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Auto-Owners Insurance Co		18988
	INSURER B : Auto-Owners Insurance Co.		32700
	INSURER C : Progressive Northren		38628
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Y	39383293	03/15/2023	03/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5438329301	03/15/2023	03/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED RETENTION \$			5438329300	03/15/2023	03/15/2024	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	N/A	03/15/2023	03/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project : City of Polk City - 2024 Street Repairs Project
The City of Polk City is listed as additional insured.

CERTIFICATE HOLDER City of Polk City 112 S 3rd St Polk City IA 50226	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Emily Babcock</i>

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_____ introduced the following resolution entitled “**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND**” and moved that the same be adopted. _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYES: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2023-128

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

Section 1. That the following bid for the construction of certain public improvements described in general as the High Trestle Trail to Neal Smith Trail Connector Project – Phase 2, described in the plans and specifications heretofore adopted by this Council on October 9, 2023, be and are hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Des Moines Dirt Worx, LLC.

Amount of bid: \$235,524.00

Bond Surety: ZipBonds, LLC

Date of Bond: October 23, 2023

Portion of project: All Construction Work

PASSED AND APPROVED this 23 day of October 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

CONTRACT NO. 123.0333.01

DATE 10-18-23

CONTRACT

THIS CONTRACT, made and entered into at Polk City, Iowa this 9th day of October, 2023, by and between the City of Polk City by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Des Moines Dirt Worx, LLC, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2023 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

HIGH TRESTLE TRAIL TO NEAL SMITH TRAIL CONNECTOR PROJECT – PHASE 2

The Project includes construction of PCC Shared Use Path in Polk City, Iowa. The Project consists of approximately 2,350 SY of PCC Shared Use Path, and associated work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of TWO HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED TWENTY-FOUR and NO/100 dollars (\$235,524.00) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project HIGH TRESTLE TRAIL TO NEAL SMITH TRAIL CONNECTOR PROJECT – PHASE 2 within 25 working days and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.


JURISDICTION

CONTRACTOR

By _____
Steve Karsjen, Mayor

Des Moines Dirt Worx, LLC
Contractor

(Seal)
ATTEST:

By  _____
Signature

Jenny Coffin, Clerk

Owner

Title

5319 Pleasant Ridge Rd.
Street Address

Pleasant Hill, IA 50327
City, State, Zip Code

515-707-5435
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration C 1 4 3 3 - 9 2 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 _____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
 _____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20 ____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of IOWA)
 Polk) SS
 _____ County)

On this 18 day of October, 2028, before me a Notary Public in and for said county, personally appeared Des Moines Dirt Work to me personally known, who being by me duly sworn did say that person is Des Moines Dirt Work of said contract, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said Des Moines Dirt Work, and that said instrument was signed and sealed on behalf of the said contract, by authority of its managers and the said Des Moines Dirt Work acknowledged the execution of said instrument to be the voluntary act and deed of said contract, by it voluntarily executed.

Keghan Arthur

Notary Public in and for the State of IOWA
My commission expires 09.28, 2028



CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	UNITS	ESTIMATED UNITS	UNIT PRICE	AMOUNT
EARTHWORK					
2.1	Clearing and Grubbing	LS	1	\$ 25,000.00	\$ 25,000.00
2.2	Topsoil, On-Site	CY	447	\$ 20.00	\$ 8,940.00
2.3	Excavation, Class 10	CY	258	\$ 40.00	\$ 10,320.00
2.4	Excavation, Class 10, Contractor Furnished	CY	234	\$ 50.00	\$ 11,700.00
2.5	Compaction Testing	LS	1	\$ 2,000.00	\$ 2,000.00
STREETS AND RELATED WORK					
7.1	Shared Use Path, PCC, 5"	SY	2,350	\$ 50.00	\$ 117,500.00
7.2	Special Subgrade Preparation for Shared Use Path	SY	3,276	\$ 4.00	\$ 13,104.00
7.3	Shared Use Path Assurance Testing	LS	1	\$ 1,500.00	\$ 1,500.00
7.4	Subbase Over-excavation	TON	741	\$ 20.00	\$ 14,820.00
TRAFFIC CONTROL					
8.1	Temporary Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
SITE WORK AND LANDSCAPING					
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 2	ACRE	0.9	\$ 5,100.00	\$ 4,590.00
9.2	SWPPP Preparation	LS	1	\$ 1,750.00	\$ 1,750.00
9.3	SWPPP Management	LS	1	\$ 1,750.00	\$ 1,750.00
9.4	Filter Sock, 9 in.	LF	4000	\$ 1.75	\$ 7,000.00
9.5	Filter Sock, Removal	LF	4000	\$ 0.25	\$ 1,000.00
9.6	Silt Fence or Silt Fence Ditch Check	LF	500	\$ 1.75	\$ 875.00
9.7	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	500	\$ 0.35	\$ 175.00
GENERAL PROVISIONS					
11.1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
11.2	Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00
TOTAL CONSTRUCTION COST:					\$ 235,524.00

SURETY BOND NO. 100807136

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Des Moines Dirt Worx, LLC, as Principal (hereinafter the "Contractor" or "Principal" and U.S. Specialty Insurance Company, as Surety are held and firmly bound unto City of Polk City, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of TWO HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED TWENTY-FOUR and NO/100 dollars (\$235,524.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 9th day of October, 2023, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

HIGH TRESTLE TRAIL TO NEAL SMITH TRAIL CONNECTOR PROJECT – PHASE 2

The Project includes construction of PCC Shared Use Path in Polk City, Iowa. The Project consists of approximately 2,350 SY of PCC Shared Use Path, and associated work.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of TWO HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED TWENTY-FOUR and NO/100 dollars (\$235,524.00), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons,

firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 18th day of October, 2023.

Surety Countersigned By:

Tina Bockholt
Signature of Agent

Tina Bockholt
Printed Name of Agent

ZipBonds, LLC
Company Name

3737 Woodland Ave, Suite 505
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

888-435-4191
Company Telephone Number

FORM APPROVED BY:

Attorney for Jurisdiction

PRINCIPAL:

Des Moines Dirt Worx, LLC
Contractor

By: *[Signature]*
Signature
Owner
Title

SURETY:

U.S. Specialty Insurance Company
Surety Company

By: *[Signature]*
Signature Attorney-in-Fact Officer

Havilah Watson
Printed Name of Attorney-in-Fact Officer

ZipBonds, LLC
Company Name

3737 Woodland Ave, Suite 505
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

888-435-4191
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

HAVILAH WATSON

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100807136, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Ten million and 00/100 (\$10,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of April, 2022.



U.S. SPECIALTY INSURANCE COMPANY

By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

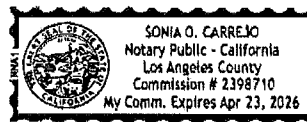
State of California
County of Los Angeles

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18th day of October, 2023.

Bond No. 100807136
Agency No. 700422



[Signature]
Kio Lo, Assistant Secretary



City of Polk City, Iowa

City Council Agenda Communication

Date: October 23, 2023 - City Council Meeting
To: Mayor Steve Karsjen, City Council, & City Manager
From: Fire Chief - Karla Hogrefe
Subject: Captain Promotion

BACKGROUND: The Fire Department had a Captain opening since Dottie Parsons stepped down from her position. I believe that Tanner Owen is the right person for this position. Tanner has been on the department since April 2021 and has been a Lieutenant since July 2022. Tanner is a paid on call member that lives in Polk City and also works a lot of part time shifts to help out. Tanner has done an outstanding job at his Lieutenant position and is ready for the next level. Tanner is very passionate about the fire service and always getting crews out to drill. He is a huge asset for the Polk City Fire Department and continues to go above and beyond.

ALTERNATIVES: Do not approve the change.

FINANCIAL CONSIDERATIONS: Tanners's pay will go up \$1.00 per hour to \$24.66 and he will clock in while performing officer duties.

RECOMMENDATION: It is my recommendation that the City Council set pay for this promotion.



City of Polk City, Iowa

City Council Agenda Communication

Date: October 23, 2023 - City Council Meeting
To: Mayor Steve Karsjen, City Council, & City Manager
From: Fire Chief - Karla Hogrefe

Subject: Lieutenant Promotion

BACKGROUND: The Fire Department had a Captain opening in which Tanner Owen was promoted to which left a Lieutenant opening. I believe that Nathan Reis is ready to be in this leadership role for the Polk City Fire Department. Nate has been on the department since April 2015. Since being on the department he has gotten his paramedic certification and has gotten hired full-time at Ankeny and more recently he attained his longtime goal of getting on the Des Moines Fire Department. While working other departments he has always stayed loyal to Polk City. Nate is someone who always takes the initiative and never has to be asked to do something. He always takes new hires under his wing and mentors them. Nate is a paid on call employee who lives in Polk City, but recently has been picking up a lot of part time shifts to help with coverage. Nate has shown his leadership and commitment to the department and that is why I am promoting him to Lieutenant.

ALTERNATIVES: Do not approve the change.

FINANCIAL CONSIDERATIONS: Nates's pay will go up \$1.00 per hour to \$23.66 and he will clock in while performing officer duties.

RECOMMENDATION: It is my recommendation that the City Council set pay for this promotion.

SITE PLAN AMENDMENT REVIEW

Date: October 12, 2023

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

Project: Home State Bank Site Plan
 Amendment

Project No.: 122.0358.01

GENERAL INFORMATION:

Owner/ Applicant:	Home State Bank
Requested Action:	Approval of Site Plan
Location	Northeast corner of S. 3 rd St./Bridge Road
Size:	2.225 acres
Zoning:	C-2
Proposed Use:	Bank



BACKGROUND:

In August 2022, Home State Bank proposed construction of a new bank building to be located in the northeast corner of the S. 3rd Street & Bridge Road intersection. The proposed construction included a two-story building with a canopy on the north side of the building for one drive-thru window and an ATM lane. The bank will occupy 5,039 square feet on the first floor, with an additional 3,170 sf of office space on the second floor. The building also includes 1,451 square feet of unfinished space for a future tenant.

The parking lot encircles the building, with access from a single driveway located along E. Bridge Road. Parking stalls has been provided for the bank and future tenant.

A 10' wide trail will be paved along S. 3rd Street and a 5' sidewalk will connect this trail to the building. A 5' sidewalk will also be paved along E. Bridge Road. Buffer trees will be planted in the existing 30' wide buffer easement on the east side of the plat, adjacent to the residential lot. Additional trees will be planted along both streets and on the east side of the parking lot. Existing trees will be protected within the 30' landscape buffer easement adjacent to the townhomes in Crossroads at the Lakes Plat 1.

In order to avoid the "Mother Mary" tree, the 10' recreational trail along S. 3rd Street swings to the east, onto private property. A Recreational Trail Easement has been provided to accommodate this alignment.

No monument sign was proposed as part of the original site plan. As part of this site plan amendment, Home State Bank is now proposing construction of a monument sign, with an electronic board, that will face the intersection of S. 3rd Street & Bridge Road.

In addition to the monument sign, Home State Bank is proposing an expanded trash enclosure to house a generator that will service the proposed building. The expansion to the trash enclosure will be constructed using materials similar to the originally proposed trash enclosure and will be constructed contiguous to the proposed trash enclosure.

Detention has been provided in the existing basins that serve all the Crossroads at the Lakes subdivision. The City has granted a revised Private Storm Sewer Easement for Home State Bank's private storm sewer located on Lot C of Crossroads at the Lakes Plat 2 since the as-built pipe is located outside the existing easement area. Water and sanitary sewer service were extended to the site as part of the Crossroads at the Lakes Plat 2 development.

REVIEW COMMENTS:

The Site Plan Amendment has been revised to address staff's review comments.

RECOMMENDATION:

Staff recommends approval of the Site Plan Amendment for Home State Bank, subject to:

1. No temporary or permanent Certificate of Occupancy will be issued for the Home State Bank until all site plan elements, including site plantings, or an Agreement to Complete with surety is supplied to the City.
2. Payment in full of all fees to the City of Polk City.

HOME STATE BANK SITE PLAN AMENDMENT

POLK CITY, IOWA



making lives better

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

SUBMITTAL AND REVISION TABLE		
SUBMITTAL	DATE	DESCRIPTION
1	9/13/2023	CITY SUBMITTAL #1
2	10/11/2023	CITY SUBMITTAL #2

NOTICE:
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APPLICANT:

HOME STATE BANK
1370 NW 18TH ST. SUITE 101
ANKENY, IA 50023
ATTN: ERIC HOCKENBERRY

ENGINEER/ SURVEYOR:

MCCLURE ENGINEERING COMPANY
1360 NW 121ST STREET
CLIVE, IOWA 50325
515.964.1229
ATTN: TRENT SMITH

SITE ADDRESS:

101 E. BRIDGE ROAD
POLK CITY, IA 50226

PARKING:

VEHICLE PARKING:
REQUIREMENTS: 1ST FLOOR 2ND FLOOR
1 SPACE / 200 SF 1 SPACE / 400 SF
REQUIRED: 6490 / 200 = 33 SPACES 3170 / 400 = 8
TOTAL = 41 SPACES
PROVIDED: VEHICLE SPACES = 42
ADA SPACES = 2 SPACES
TOTAL SPACES PROVIDED = 44 SPACES

DEVELOPMENT SUMMARY:

GROSS LAND AREA: =96,903 S.F. (2.22 AC.)
PROJECT IMPERVIOUS AREA:
PAVING AREA =25,287± S.F. (25.9%)
BUILDING AREA =6,490± S.F. (6.7%)
TOTAL =31,777± S.F. (32.6%)
PROJECT OPEN SPACE:
PROVIDED = 65,322± S.F. (67.4%)

PROPERTY OWNER:

HOME STATE BANK
1370 NW 18TH ST. SUITE 101
ANKENY, IA 50023
ATTN: ERIC HOCKENBERRY

EXISTING ZONING:

C2 - COMMERCIAL DISTRICT

LEGAL DESCRIPTION:

OUTLOT Y - CROSSROADS AT THE LAKE PLAT 2

BUILDING SUMMARY:

TOTAL NUMBER OF BUILDINGS = 1
TOTAL NUMBER OF STORIES = 2
FLOOR SQUARE FOOTAGE 1ST FLOOR 2ND FLOOR
6,546 ± SF 2,169 ± SF
TOTAL BUILDING S.F. = 8,715 ± S.F.

BUILDING SCHEDULE:

ESTIMATED CONSTRUCTION START: FALL 2022
ESTIMATED CONSTRUCTION FINISH: FALL 2023

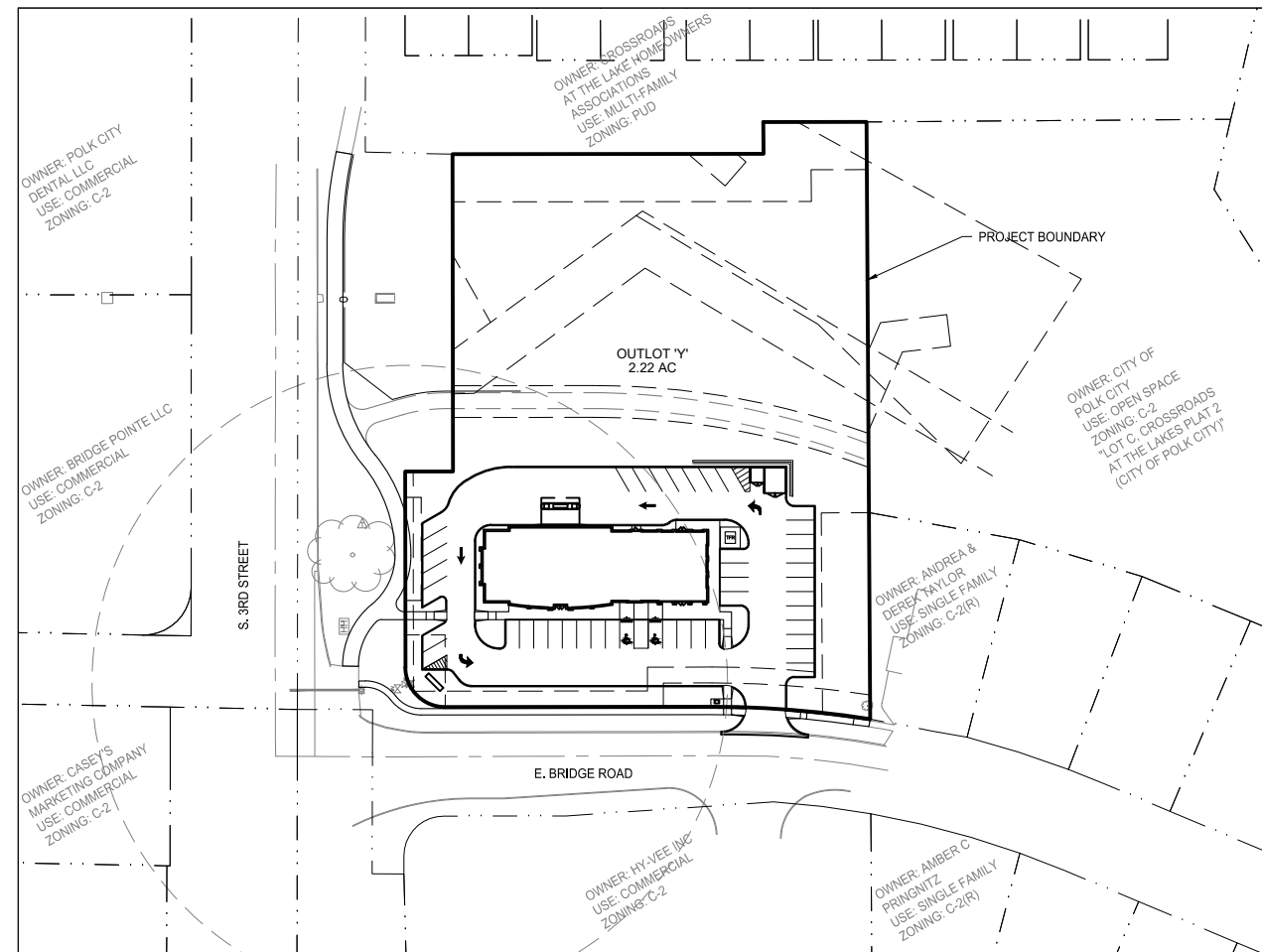
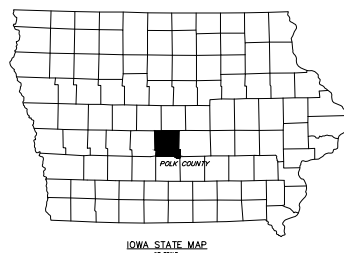


PROJECT LOCATION

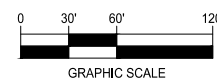


VICINITY SKETCH

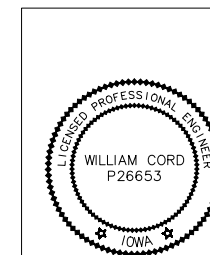
NO SCALE



ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE 2022 IOWA STATEWIDE URBAN DESIGN STANDARD AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AS ACCEPTED BY POLK CITY EXCEPT WHERE ALTERED OR AMENDED BY THESE PLANS.

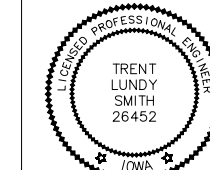


Sheet List Table		
Sheet NO	Sheet NO	Sheet Description
01	GN-01	COVER SHEET
02	GN-02	GENERAL NOTES
03	GN-03	EXISTING CONDITIONS AND REMOVALS
04	GN-04	OVERALL SITE PLAN
05	ER-01	SEDIMENT AND EROSION CONTROL
06	GR-01	GRADING PLAN
07	GR-02	GRADING DETAILS & ADA DESIGN
08	UT-01	UTILITIES
09	LA-01	LANDSCAPE PLAN
10	LA-02	LANDSCAPE DETAILS
11	LA-03	LANDSCAPE DETAILS
12	DT-01	DETAILS
13	RW-01	RETAINING WALL DESIGN



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

WILLIAM CORD, PE NO. 26653 DATE: _____
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 13



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

TRENT LUNDY SMITH, PE NO. 26452 DATE: _____
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 1-12

PRELIMINARY

COVER SHEET

HOME STATE BANK
SITE PLAN AMENDMENT
POLK CITY, IOWA
210894-000
SEPTEMBER 13, 2023

REVISIONS

ENGINEER T SMITH DRAWN BY R CORONA
CHECKED BY FIELD BOOK NO.

DRAWING NO. SHEET NO.
GN-01 01 / 13

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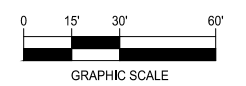


PRELIMINARY

EXISTING CONDITIONS AND REMOVALS



NORTH



**HOME STATE BANK
SITE PLAN AMENDMENT**
POLK CITY, IOWA
210894-000
SEPTEMBER 13, 2023

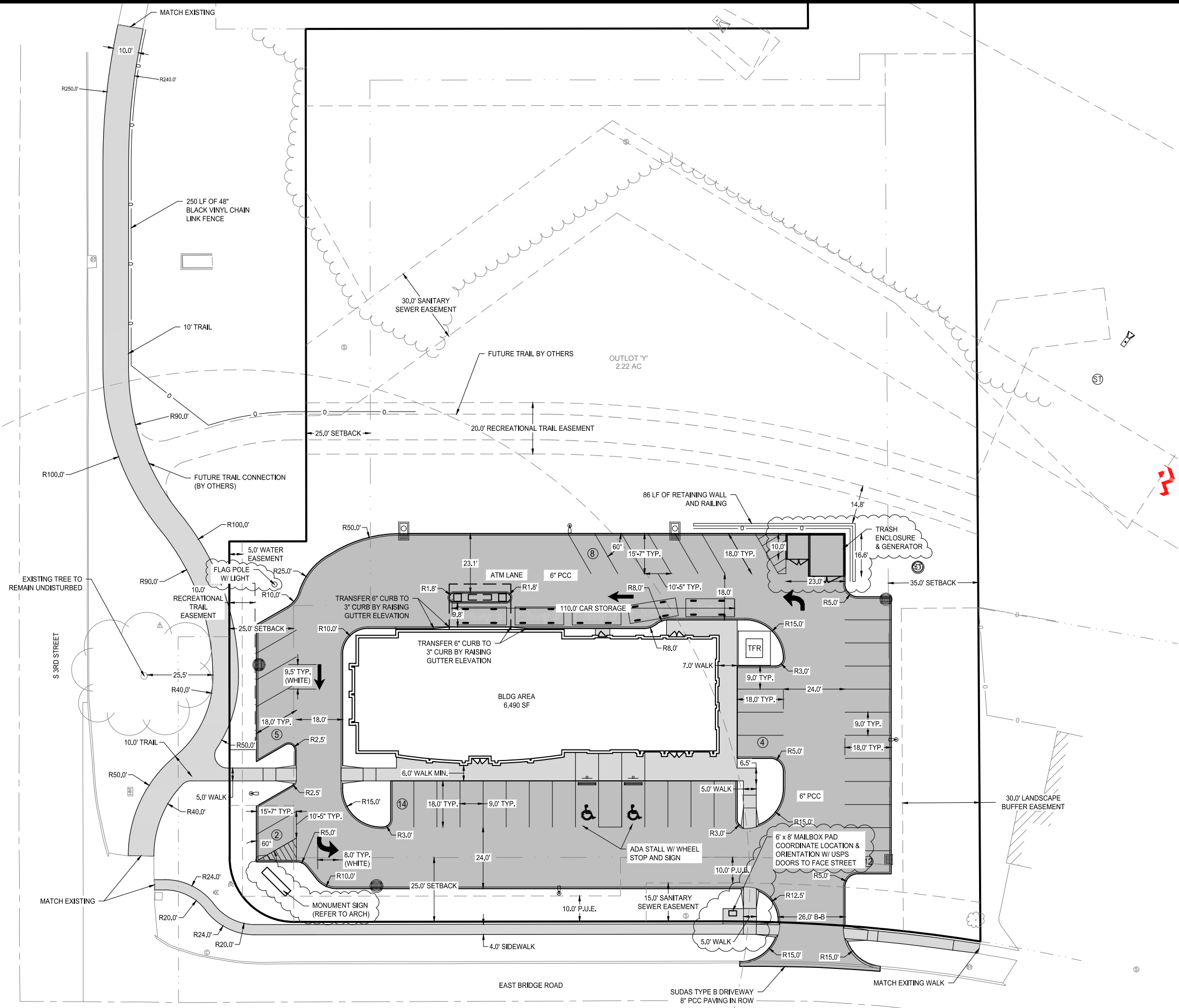
REVISIONS

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ENGINEER: T SMITH
DRAWN BY: R CORONA
CHECKED BY: FIELD BOOK NO.

DRAWING NO. GN-03
SHEET NO. 03 / 13

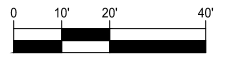
PRELIMINARY



OVERALL SITE PLAN



NORTH



GRAPHIC SCALE

**HOME STATE BANK
SITE PLAN AMENDMENT**

POLK CITY, IOWA
210894-000
SEPTEMBER 13, 2023

REVISIONS

-
-
-
-

ENGINEER
T SMITH

DRAWN BY
R CORONA

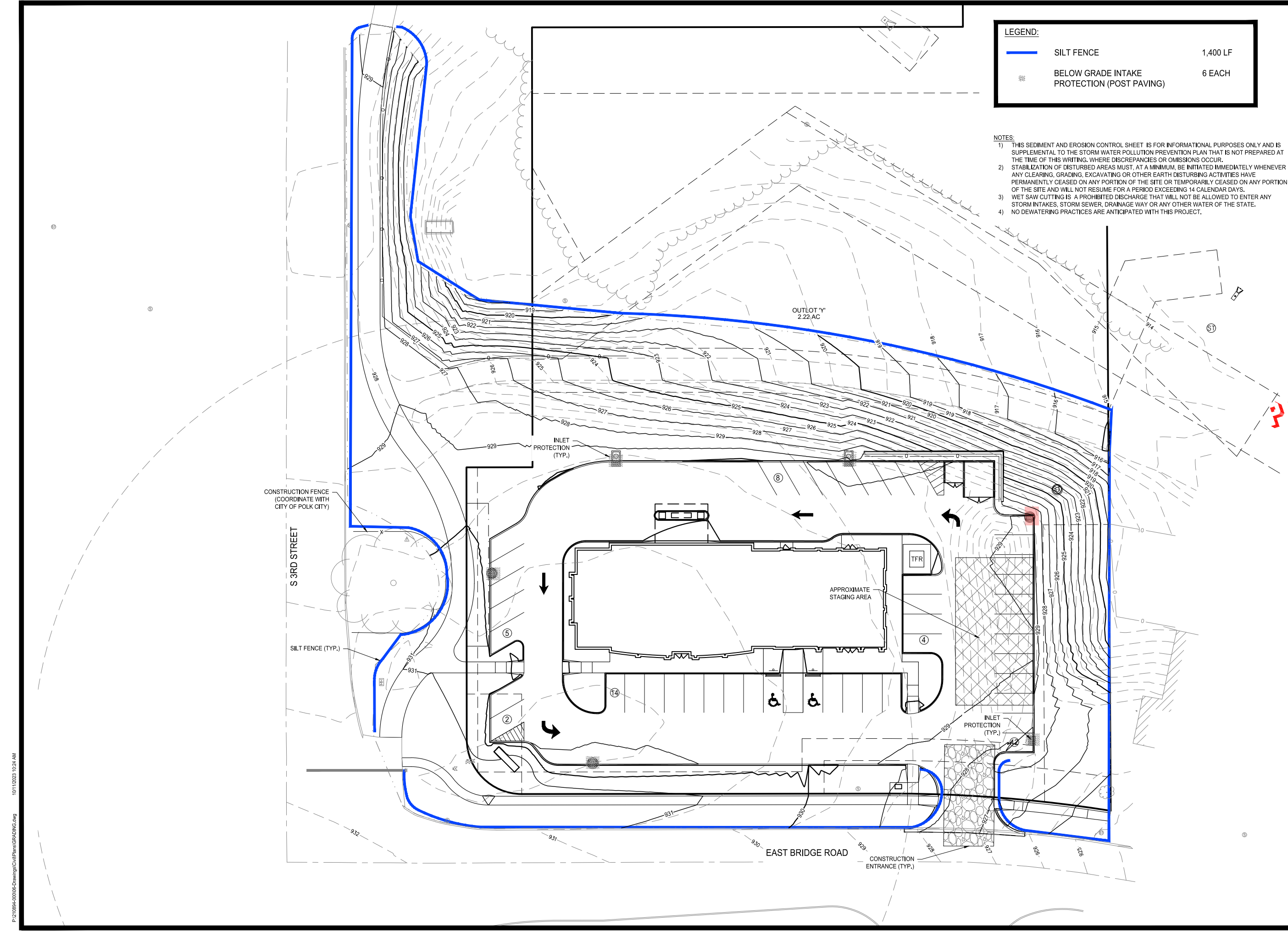
CHECKED BY

FIELD BOOK NO.

DRAWING NO.

SHEET NO.

GN-04 04 / 13



LEGEND:

	SILT FENCE	1,400 LF
	BELOW GRADE INTAKE PROTECTION (POST PAVING)	6 EACH

- NOTES:**
- 1) THIS SEDIMENT AND EROSION CONTROL SHEET IS FOR INFORMATIONAL PURPOSES ONLY AND IS SUPPLEMENTAL TO THE STORM WATER POLLUTION PREVENTION PLAN THAT IS NOT PREPARED AT THE TIME OF THIS WRITING. WHERE DISCREPANCIES OR OMISSIONS OCCUR.
 - 2) STABILIZATION OF DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
 - 3) WET SAW CUTTING IS A PROHIBITED DISCHARGE THAT WILL NOT BE ALLOWED TO ENTER ANY STORM INTAKES, STORM SEWER, DRAINAGE WAY OR ANY OTHER WATER OF THE STATE.
 - 4) NO DEWATERING PRACTICES ARE ANTICIPATED WITH THIS PROJECT.

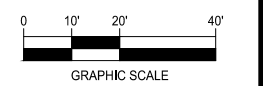
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PRELIMINARY

SEDIMENT AND EROSION CONTROL

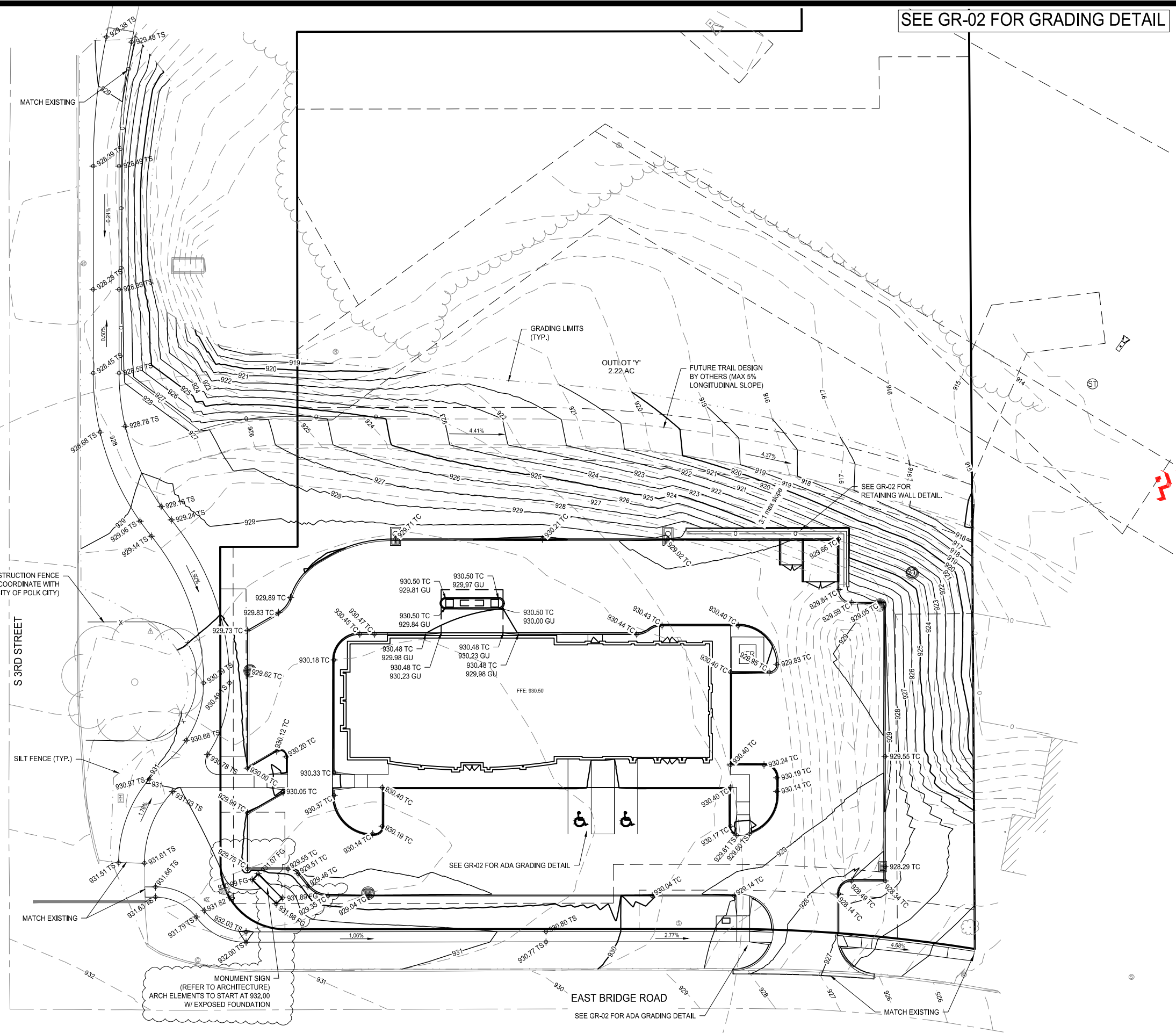


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 SEPTEMBER 13, 2023

REVISIONS

ENGINEER T SMITH	DRAWN BY R CORONA
CHECKED BY	FIELD BOOK NO.

DRAWING NO. ER-01	SHEET NO. 05 / 13
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SEE GR-02 FOR GRADING DETAIL

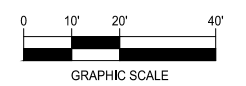
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GRADING PLAN



**HOME STATE BANK
 SITE PLAN AMENDMENT**
 POLK CITY, IOWA
 210894-000
 SEPTEMBER 13, 2023

REVISIONS

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ENGINEER: T SMITH
 DRAWN BY: R CORONA
 CHECKED BY: FIELD BOOK NO.

DRAWING NO. GR-01
 SHEET NO. 06 / 13

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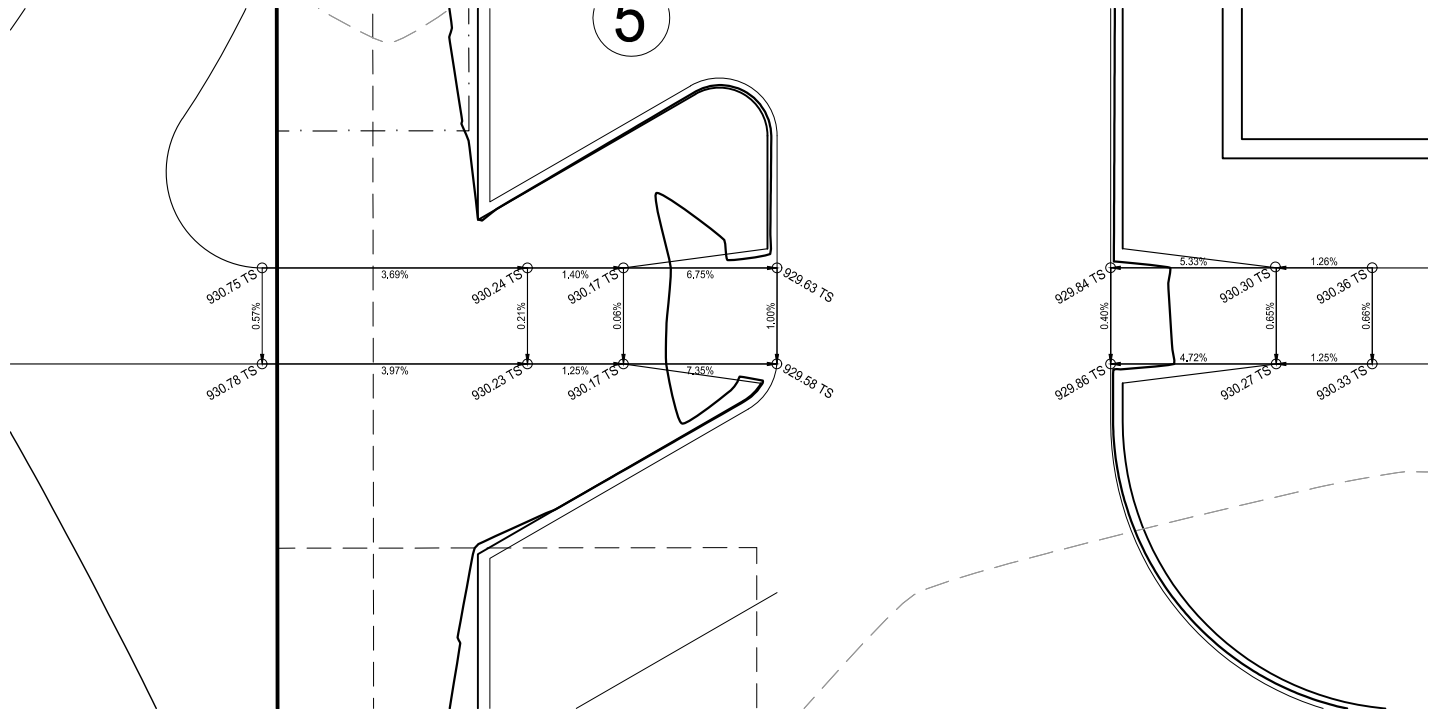
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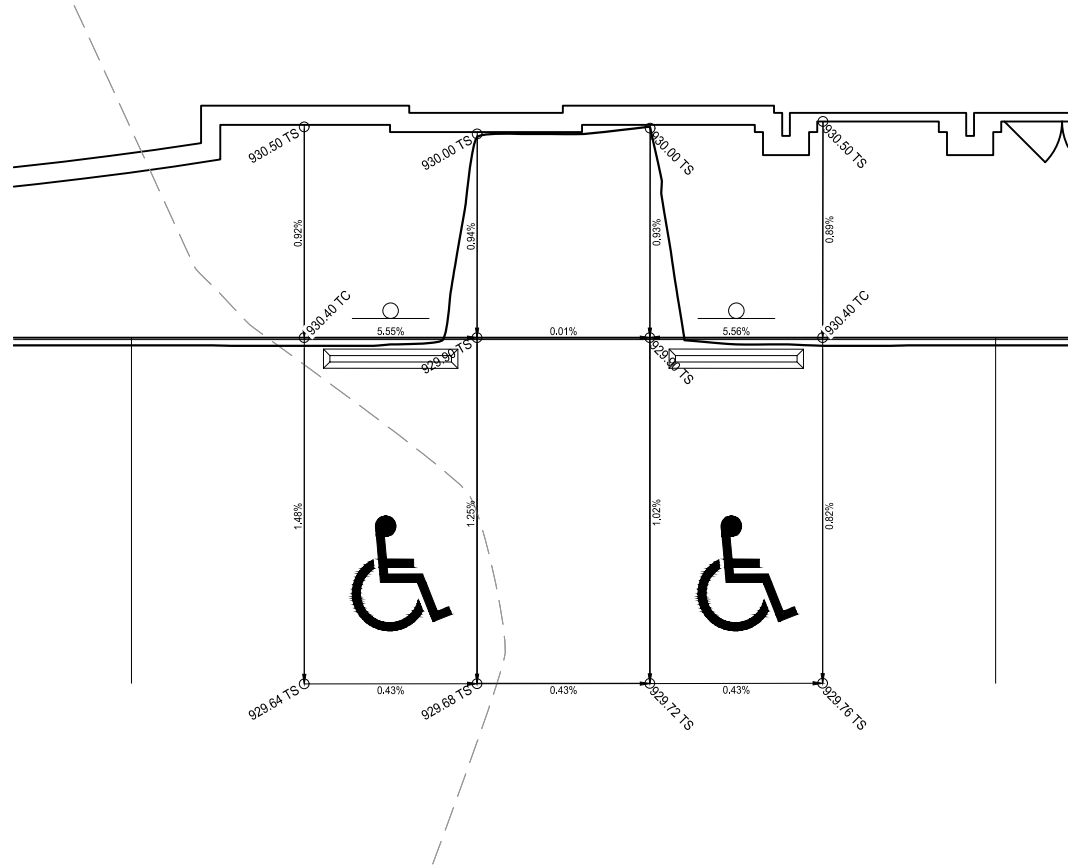
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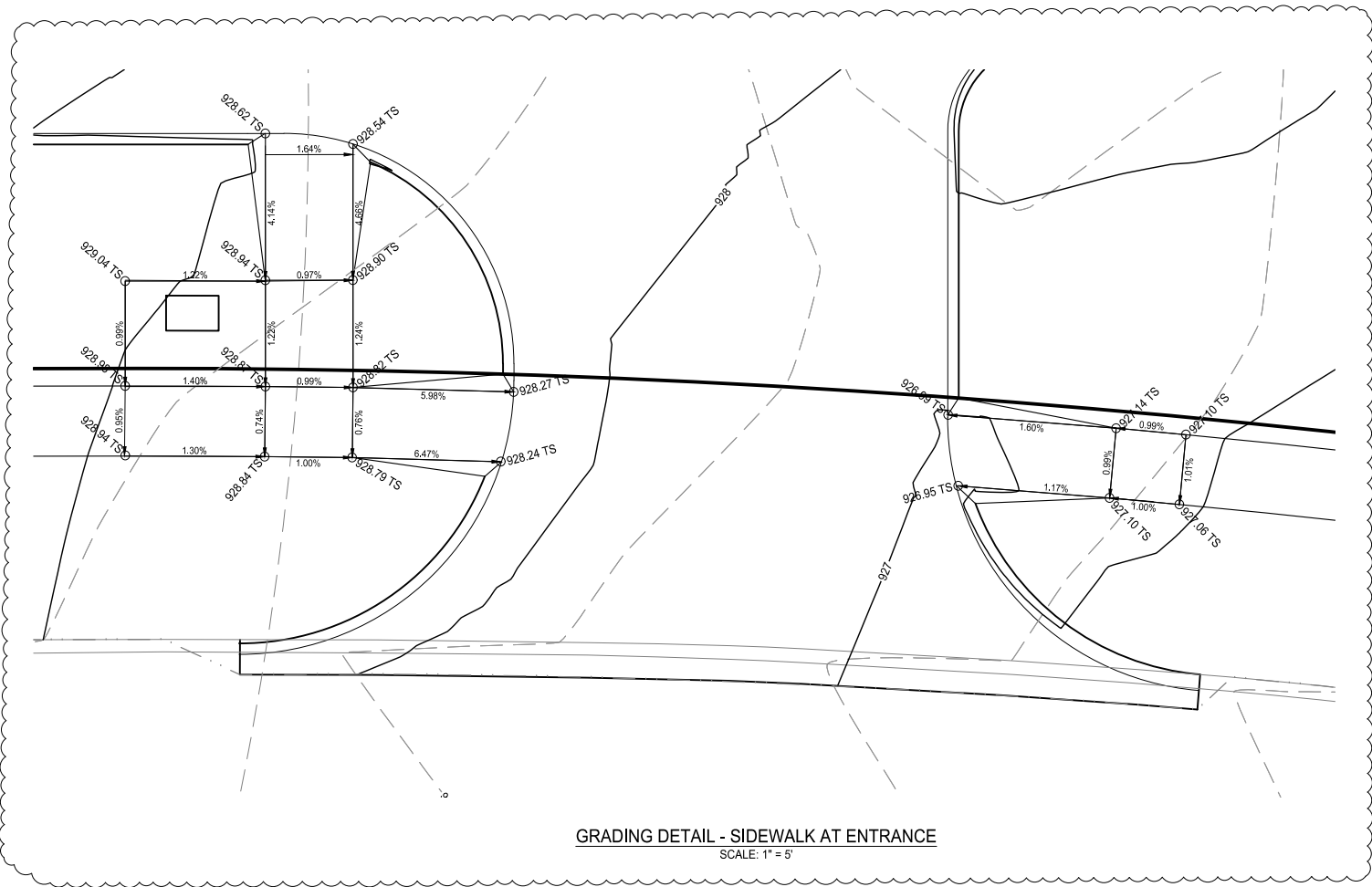
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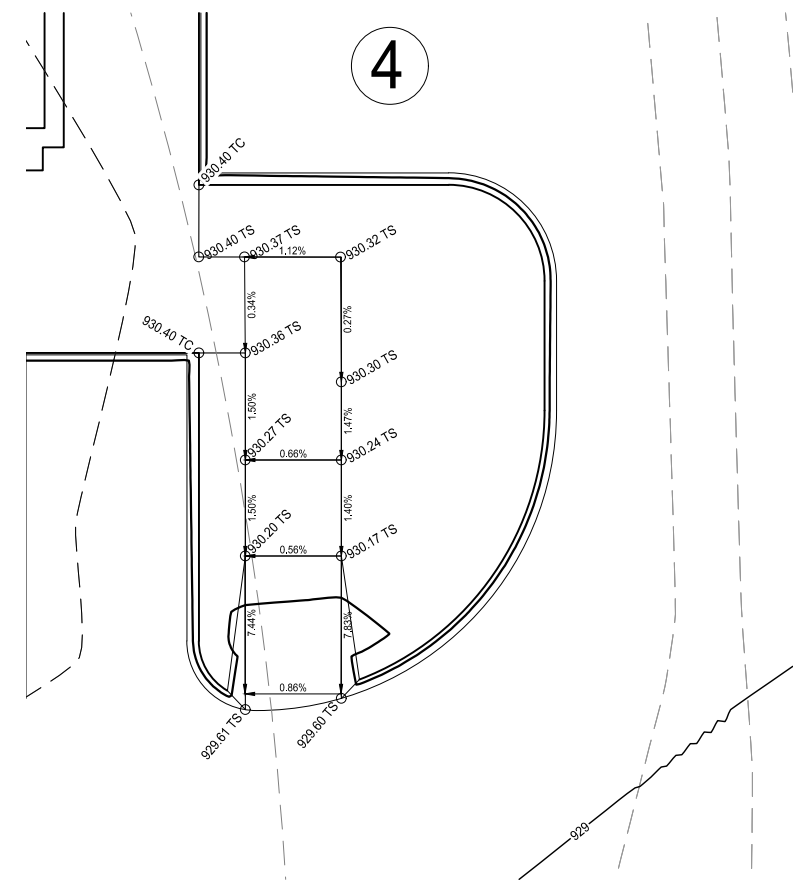
GRADING DETAIL - PEDESTRIAN ACCESS
SCALE: 1" = 5'



GRADING DETAIL - A.D.A. PARKING
SCALE: 1" = 5'



GRADING DETAIL - SIDEWALK AT ENTRANCE
SCALE: 1" = 5'

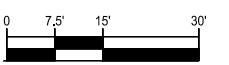


GRADING DETAIL - MAILBOX PAD
SCALE: 1" = 5'

GRADING PLAN



NORTH



GRAPHIC SCALE

**HOME STATE BANK
SITE PLAN AMENDMENT**
POLK CITY, IOWA
210894-000
SEPTEMBER 13, 2023

REVISIONS

-
-
-
-

ENGINEER
T SMITH

DRAWN BY
R CORONA

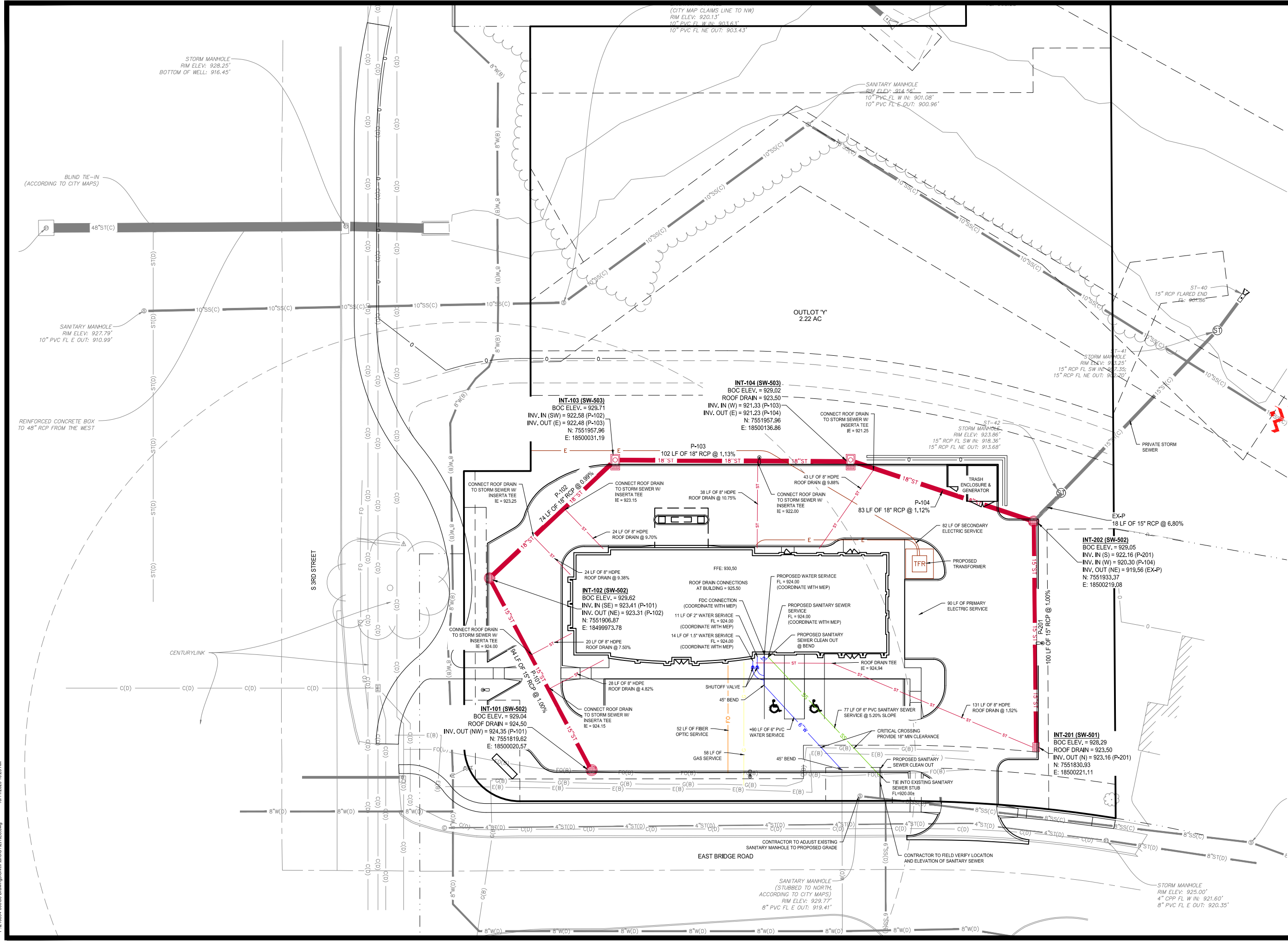
CHECKED BY

FIELD BOOK NO.

DRAWING NO.
GR-02

SHEET NO.
07 / 13

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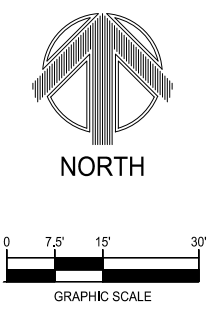


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PENDING

UTILITY PLAN



**HOME STATE BANK
SITE PLAN AMENDMENT**
POLK CITY, IOWA
210894-000
SEPTEMBER 13, 2023

REVISIONS


















ENGINEER: T SMITH
DRAWN BY: R CORONA
CHECKED BY: FIELD BOOK NO.:

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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	GA	8	Ginkgo biloba 'Autumn Gold' / Autumn Gold Maidenhair Tree	5 gal
	GS	2	Gleditsia triacanthos inermis 'Skycole' TM / Skyline Honey Locust	B & B
	PO	4	Platanus occidentalis / American Sycamore	5 gal
	QS	4	Quercus shumardii / Shumard Oak	B & B
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	PN	4	Picea abies / Norway Spruce	B&B, 1.5" Cal.
	PT2	3	Pinus mugo 'Tannenbaum' / Tannenbaum Mugo Pine	5 gal
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	HW	29	Hydrangea arborescens / Wild Hydrangea	5 gal
	HT	25	Hydrangea paniculata 'Little Lime' / Little Lime Hydrangea	5 gal
	RG	12	Rhus aromatica 'Gro-Low' / Gro-Low Sumac	3 gal
	SD	7	Spiraea x 'NCSX2' / Double Play Doozie® Spirea	5 gal
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	CK	114	Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Grass	1 gal
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	HR	62	Hemerocallis x 'Rosy Returns' / Rosy Returns Daylily	1 gal
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	ET	19,819 sf	Existing Tree to Remain / 4" Cal or Larger Existing Trees	SF
	FH	17,965 sf	Festuca var. / Heat-Tolerant Fescue Sod	SF
	NS	14,370 sf	Native Seed Mix - CP25 Cornerstone Tall Grass 20/20 / From Hoksey Native Seeds or App. Equal	SF
	RR	1,988 sf	Rock Mulch / Native River Rock	SF
	WM	2,137 sf	Wood Mulch / Hardwood Mulch	SF

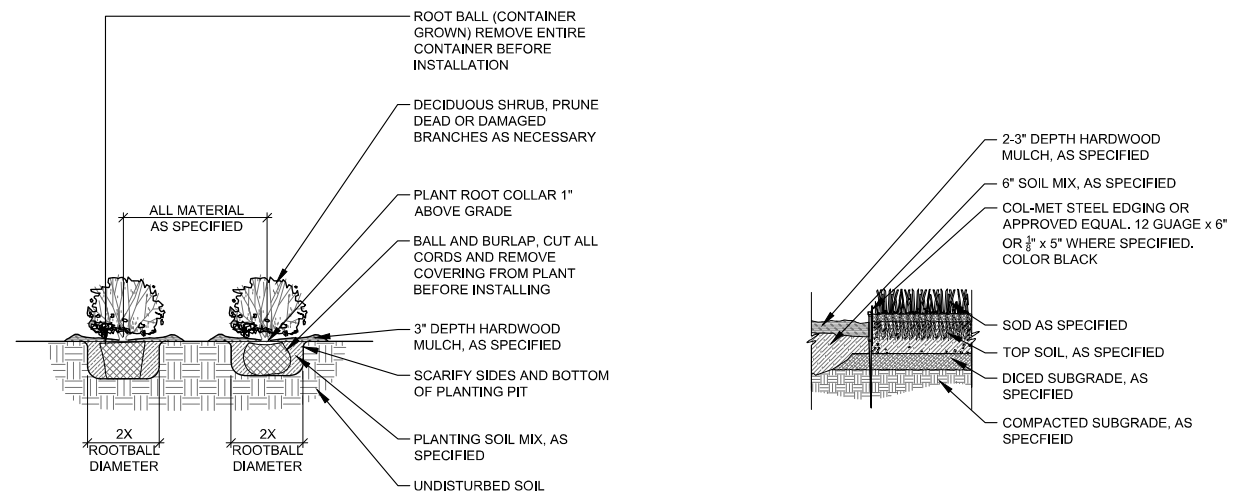
LANDSCAPE NOTES:

- THIS LANDSCAPE PLAN IS DESIGNED TO BE IN CONFORMANCE WITH THE POLK CITY, IOWA UNIFIED DEVELOPMENT STANDARDS AND SHALL FUNCTION AS PART OF A COORDINATED DOCUMENT. THE LANDSCAPE ARCHITECT WILL COORDINATE CLOSELY WITH THE CITY OF POLK CITY, IOWA TO MAKE SURE FINAL DEVELOPMENT AND PERMIT PLANS ARE IN CONFORMANCE WITH THIS CODE.
- FIELD VERIFY UTILITIES SHOWN ON PLANS PRIOR TO WORK COMMENCEMENT. INFORMATION SHOWN ON PLAN IS FROM AVAILABLE INFORMATION AND ALL LOCATIONS SHOWN SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE TO UTILITIES MADE FROM CONSTRUCTION ACTIVITY. IMMEDIATELY NOTIFY PROJECT LANDSCAPE ARCHITECT AND ENGINEER IF DISCREPANCIES ARISE.
- COMPLETE REQUIRED LANDSCAPING FOR THE ENTIRE SITE IN CONFORMANCE TO THE PLANS AND SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO: SEEDED AREAS, SODDED AREAS, NATIVE VEGETATION, SHRUB BEDS, PARKING LOT ISLANDS, AND SITE CLEAN-UP.
- VERIFY QUANTITIES PRIOR TO COMMENCING WORK. REPORT DISCREPANCIES TO THE LANDSCAPE ARCHITECT. PLANT MATERIAL TO BE SPACED AS SHOWN, UNLESS OTHERWISE NOTED.
- VEGETATION SUBSTITUTIONS SHALL BE APPROVED BY PROJECT LANDSCAPE ARCHITECT. SUBSTITUTIONS MADE WITHOUT WRITTEN APPROVAL WILL BE REPLACED WITH APPROVED SELECTIONS AT CONTRACTOR'S COST.
- DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITIES NOT IDENTIFIED ON THESE PLANS SHALL BE REPAIRED AND RESTORED TO ORIGINAL OR BETTER CONDITIONS AT CONTRACTOR'S COST. SOD SHALL BE PROVIDED FOR AREAS NOT DESIGNATED AS BEDS & PAVEMENT.
- CONTRACTOR SHALL COMPLY WITH APPLICABLE CODES AND ORDINANCES REGARDING LANDSCAPING, REFER TO SPECIFICATIONS FOR PLANT MATERIAL, SOILS, AND INSTALLATION METHODS.
- PLANT MATERIAL SHALL COMPLY WITH ALL SIZING AND GRADING STANDARDS OF LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK".
- INSTALL PLANT MATERIAL IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.
- INSTALL FINISHED GRADES OF SOD, LANDSCAPE BEDS, AND MULCH 1/2" TO 1" BELOW ABUTTING PAVEMENT SURFACES TO ALLOW UNINHIBITED DRAINAGE TO NON-PAVEMENT SURFACES.
- MULCH TO 3" MIN. DEPTH WITH DARK BROWN, DOUBLE SHREDDED HARDWOOD MULCH FOR ALL TREE AND LANDSCAPE BEDS OR AS SPECIFIED. PINE STRAW, BARK MULCH, GORILLA HAIR, OR EQUIVALENT IS NOT AN ACCEPTABLE MULCH. ROCK MULCH TO 3" MIN. DEPTH PER PLANS OR AS SPECIFIED. ADD PREEN OR SNAPSHOT TO LANDSCAPE BEDS BEFORE AND AFTER MULCHING FROM MARCH 1 TO OCTOBER 1; IF WINTER INSTALLATION, RETURN NEXT SPRING & INSTALL PREEN/SNAPSHOT WITH NEW MULCH. INSTALL PLANTING BEDS AND ROCK BEDS WITH SPECIFIED WEED BARRIER FABRIC UNDERLAYMENT.

- REMOVE ALL TWINE, WIRE, AND BURLAP FROM TREE AND SHRUB ROOT BALLS. REMOVE ALL PLASTIC WRAP, FABRIC ROPE, ROT PROOF WRAP, AND PLANT IDENTIFICATION TAGS.
- STAKE ALL TREES WITH A MINIMUM OF TWO (2) STAKES. STAKES TO BE REMOVED AFTER ONE (1) YEAR OF INSTALLATION BY TENANT.
- TREES SHALL NOT BE PLANTED CLOSER THAN EIGHT HORIZONTAL FEET OF UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED OR PER PLANS. MODIFICATIONS TO TREE PLACEMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT AND CAN BE SUBJECT TO CITY REVIEW AND APPROVAL. CONTRACTOR IS RESPONSIBLE FOR UNAPPROVED RELOCATION(S) OR MODIFICATION(S) TO TREE LOCATIONS.
- TREE TIES SHALL BE DEWITT 20" STRAPS FOR TREE STAKING. USE 10 GAUGE ELECTRIC WIRE. TREES AND STAKES SHALL BE STRAIGHT, PLUMB AND TAUT. TREE STAKES TO BE REMOVED WINTER OF YEAR 2 AFTER INSTALLATION.
- PROVIDE NATURAL TOPSOIL THAT IS FERTILE, FRIABLE, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL DRAINED, AVAILABLE SITE. IT SHALL NOT CONTAIN SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. TOPSOIL SHALL BE SCREENED AND FREE FROM CLAY, LUMPS, STONES, ROOTS, PLANTS, OR SIMILAR SUBSTANCES 1" OR MORE IN DIAMETER, DEBRIS, OR OTHER OBJECTS WHICH MIGHT BE A HINDRANCE TO PLANTING OPERATIONS. TOPSOIL SHALL CONTAIN AT LEAST 4-6% ORGANIC MATTER BY WEIGHT AND HAVE A PH RANGE OF 5.5 TO 7.0.
- PLANT MATERIAL AND IRRIGATION SYSTEM TO BE GUARANTEED FOR ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION AND ACCEPTANCE. PLANT MATERIALS SHALL BE A ONE-TIME-REPLACEMENT AND RECORDS KEPT BY THE LANDSCAPE CONTRACTOR FOR ALL REPLACEMENTS.
- PLANT MATERIAL SHALL BE OF EXCELLENT QUALITY, FREE OF DISEASE & INFESTATION-TRUE TO TYPE, VARIETY, SIZE SPECIFIED, & FORM PER ANSI STANDARDS.
- WATER-IN EACH PLANT IMMEDIATELY FOLLOWING INSTALLATION AND CONTINUE WATERING ROUTINE UNTIL SUBSTANTIAL PROJECT COMPLETION. CONTRACTOR IS REQUIRED TO COORDINATE WATERING REQUIREMENTS TO THE OWNER THEREAFTER.
- DELEGATED DESIGN: IRRIGATE LANDSCAPED AND TURF AREAS SHALL BE WITH A PERMANENT, AUTOMATED SYSTEM. PROVIDE A DESIGN TO COVER THE NEW LANDSCAPE AREAS WITH HEAD TO HEAD COVERAGE. ONLY RAINBIRD OR HUNTER IRRIGATION PARTS & EQUIPMENT ARE TO BE USED. DRIP IS PERMITTED. CONTRACTOR TO PROVIDE SITE DRAWINGS DISPLAYING ALL PIPES, HEADS, VALVES, CONTROLLER, WIRE, AND SLEEVES. SLEEVES SHALL BE INSTALLED BY THE GENERAL CONTRACTOR AND COORDINATED WITH THE LANDSCAPE / IRRIGATION CONTRACTOR. 4" PVC SLEEVES WITH CAPS RECOMMENDED. PLACE SLEEVES AND MARK CLEARLY ABOVE GROUND FOR EASE OF FINDING. COORDINATE BACKFLOW, TAP & METER WITH THE GENERAL CONTRACTOR (GC) AND THE GC'S LICENSED PLUMBER. THE IRRIGATION DESIGN / SUBMITTALS SHALL BE SUBMITTED TO THE OWNER AND OWNER'S REPRESENTATIVE & LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO ORDERING OR INSTALLING ANY MATERIALS FOR THE IRRIGATION SYSTEM. GENERAL CONTRACTOR SHALL MAKE SURE THAT THE METER & BACKFLOW ARE COVERED IN THE BID. AS THE IRRIGATION CONTRACTOR IS LIKELY TO EXCLUDE THESE ITEMS. COORDINATE THESE ITEMS AND SLEEVES.

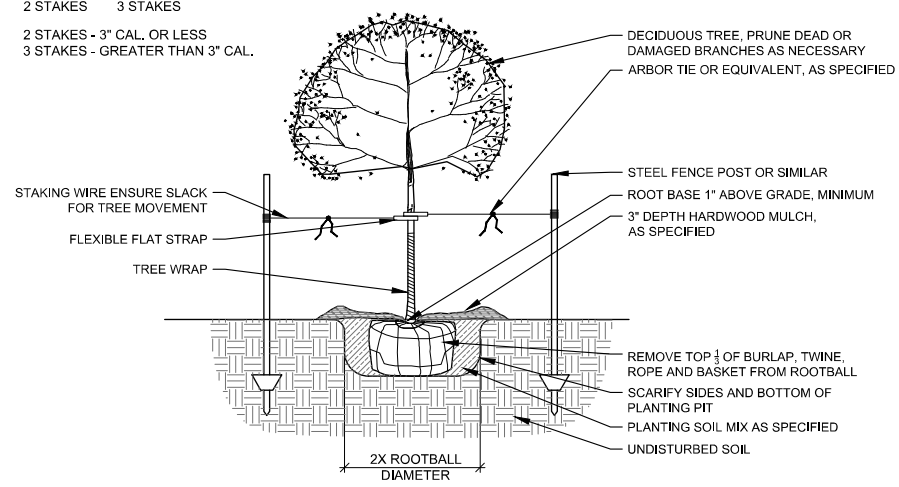
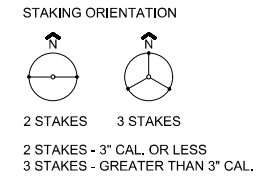
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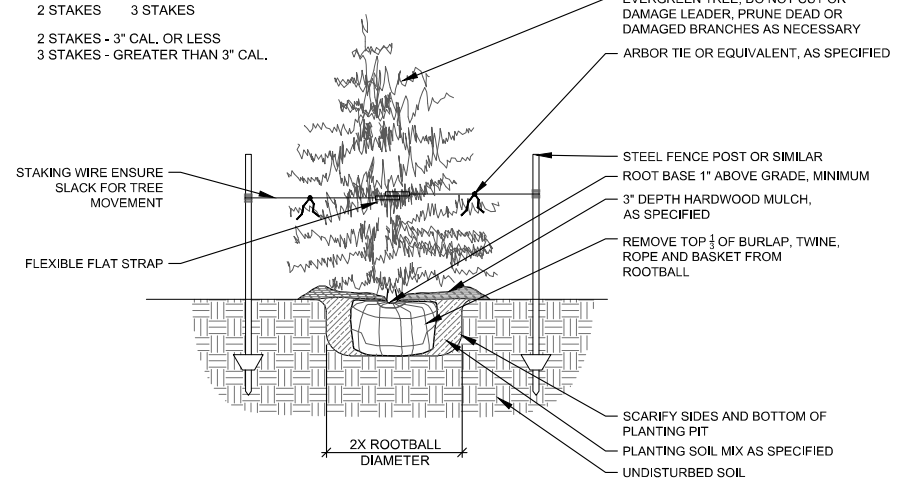
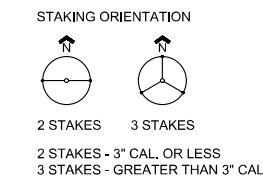


3 SHRUB AND PERENNIAL PLANTING
1/2" = 1'-0" 329333-04

4 METAL EDGING
1" = 1'-0" 329413.14-02



1 DECIDUOUS TREE PLANTING
1/2" = 1'-0" 329343.02-01



2 CONIFEROUS TREE PLANTING
1/2" = 1'-0" 329343.01-01

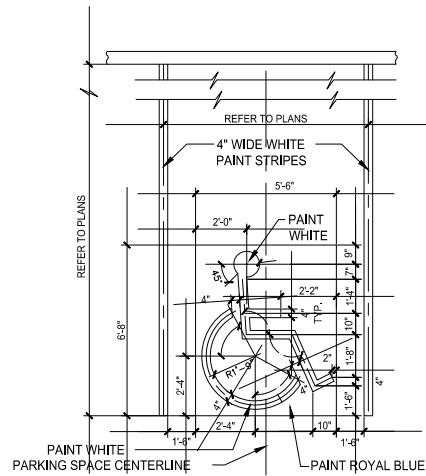
HOME STATE BANK
SITE PLAN AMENDMENT
POLK CITY, IOWA
210894-000
SEPTEMBER 13, 2023

REVISIONS

ENGINEER: T SMITH DRAWN BY: A DEPRIEST
CHECKED BY: FIELD BOOK NO.:
DRAWING NO.: LA-03 SHEET NO.: 11 / 13

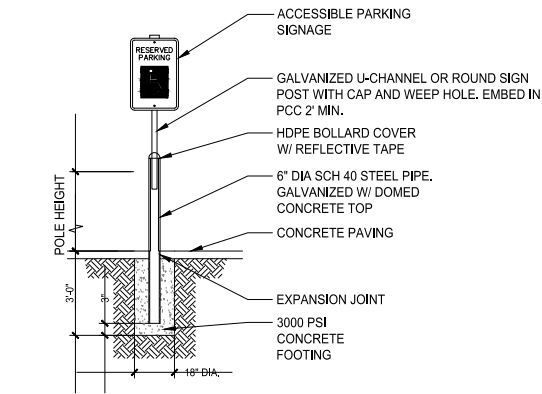
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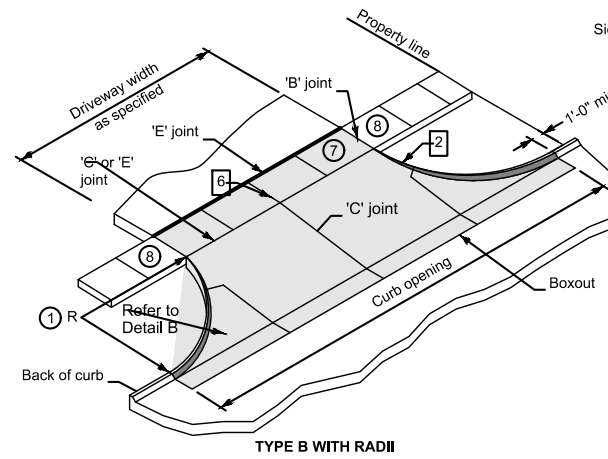
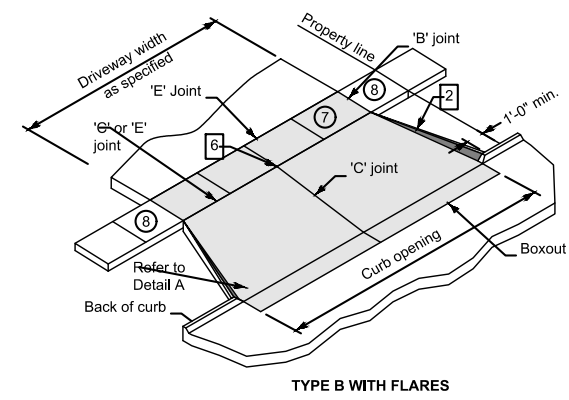


ACCESSIBLE PARKING SPACE PAINT DETAIL

NOTE: CENTER PAINTED SYMBOL IN THE MIDDLE OF PARKING SPACE OPENING.

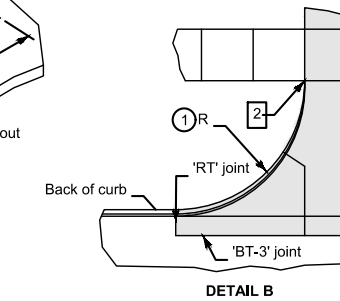
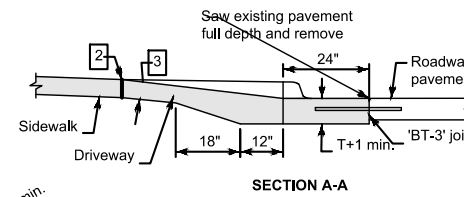


ACCESSIBLE PARKING SIGN DETAIL



SUDAS 7030.102 TYPE B - CONCRETE DRIVEWAY

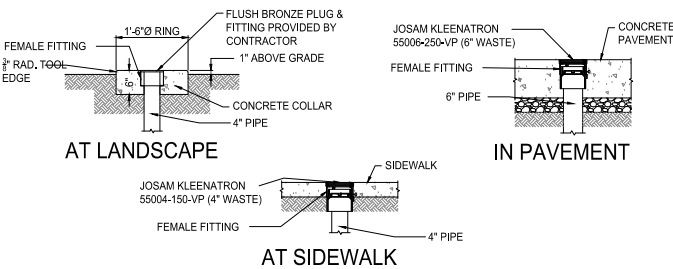
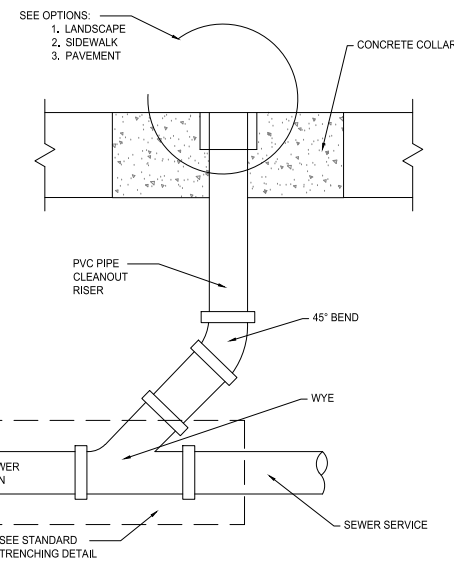
NO SCALE



- 1 Driveway radius (R). Residential: 10 foot minimum, 15 foot maximum. Commercial and industrial: As specified in the contract documents.
- 2 Transition the curb height to 0 inches at end of taper/radius or at the front edge of sidewalk. Do not extend raised curb cross sidewalk.
- 3 Pavement thickness. Residential: 6 inches minimum. Commercial and industrial: 7 inches minimum.
- 4 Sidewalk thickness through driveway to match thickness of driveway.
- 5 If longitudinal joint is located 48 inches or less from the back of curb, extend boxout to joint line. Full depth saw cut is still required.
- 6 For alleys, invert the pavement crown 2% toward the center of the alley.
- 7 Target cross slope of 1.5% with a maximum cross slope of 2.0%. If specified in the contract documents, construct the sidewalk through the driveway 5 feet wide to serve as a passing space.
- 8 If cross slope of adjacent sidewalk panel exceeds 2.0%, remove and replace to transition from existing sidewalk to sidewalk through driveway. If the elevation change requires a curb ramp, comply with Figure 7030.205; verify need for detectable warning panel with Engineer.
- 9 Transition street curb at minimum 1:1 slope to meet driveway curb.

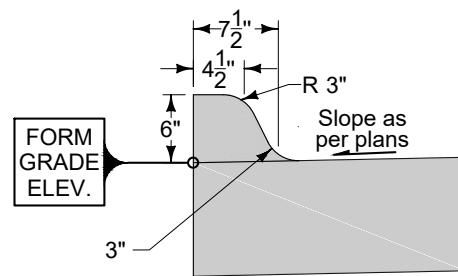
HANDICAPPED PARKING SPACE PAINT, ACCESSIBILITY AND SIGN DETAILS

NO SCALE



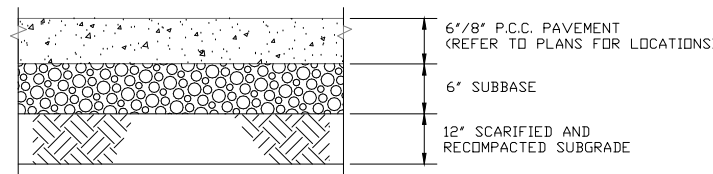
SEWER CLEANOUT DETAIL

NO SCALE



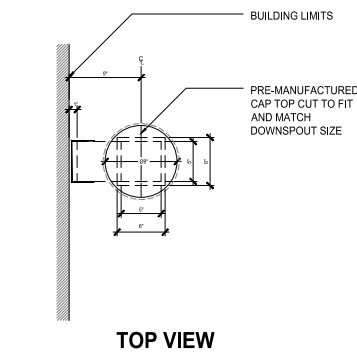
6" STANDARD CURB (SUDAS 7010.102)

NOT TO SCALE

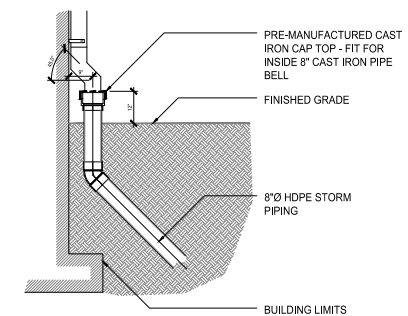


TYPICAL PAVING SECTION

NOT TO SCALE



TOP VIEW



SIDE VIEW

DOWNSPOUT CONNECTION AT BUILDING

NOT TO SCALE

PRELIMINARY

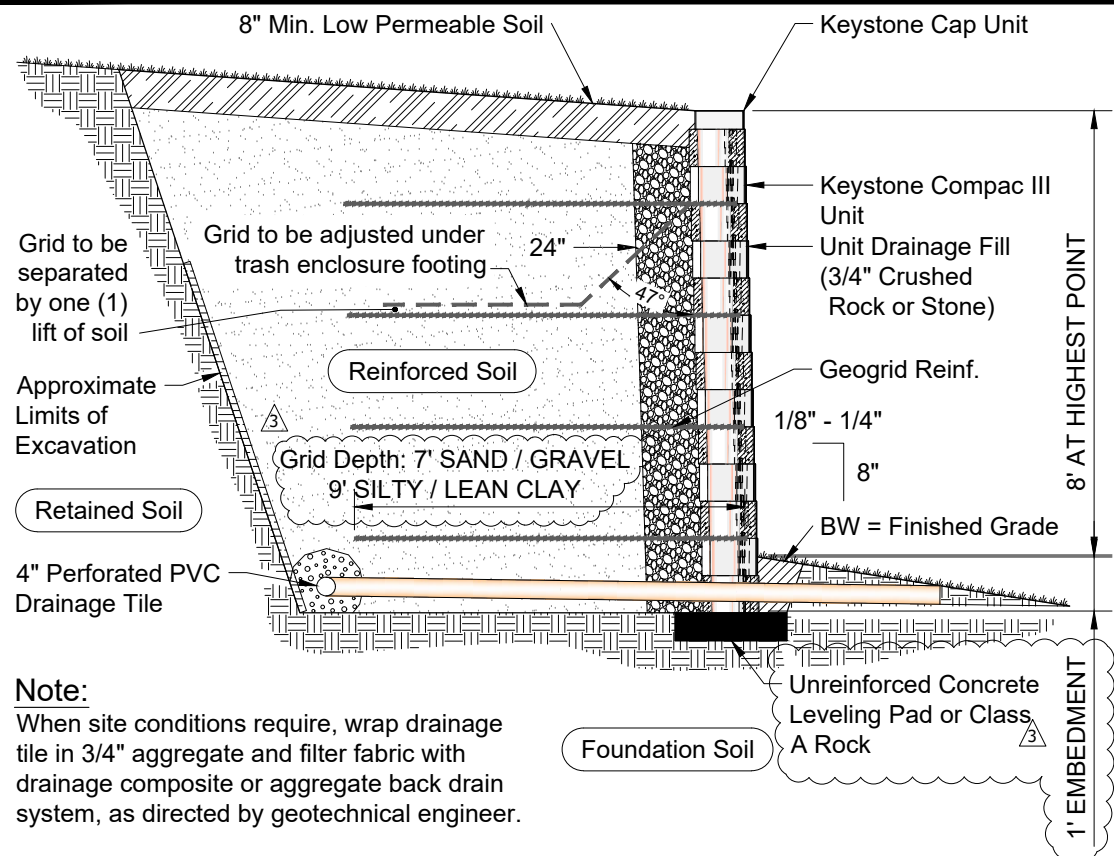
DETAILS

HOME STATE BANK SITE PLAN AMENDMENT
POLK CITY, IOWA
210894-000
SEPTEMBER 13, 2023

REVISIONS

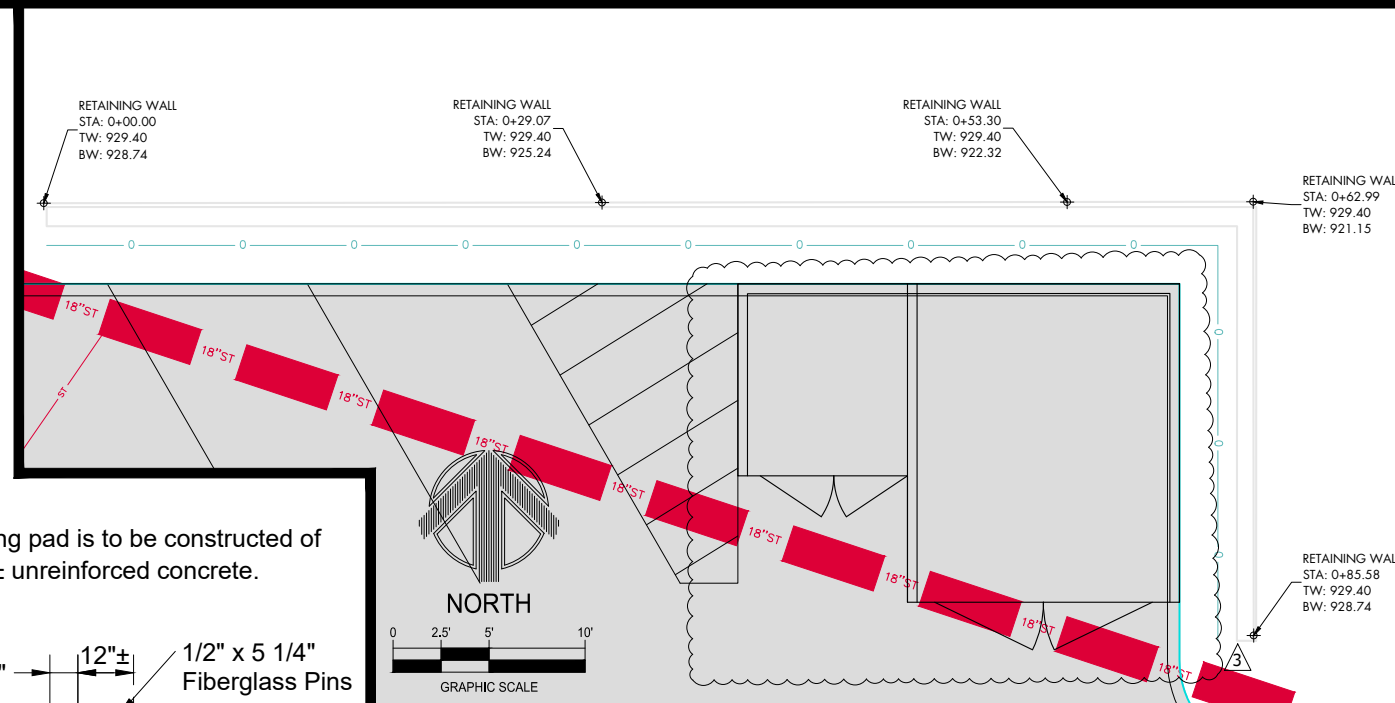
ENGINEER T SMITH
DRAWN BY R CORONA
CHECKED BY
FIELD BOOK NO.

DRAWING NO. DT-01
SHEET NO. 12 / 13

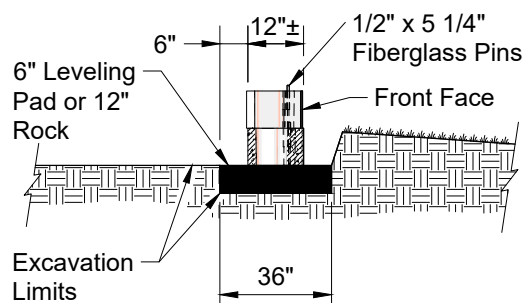


Typical Reinforced Wall Section
Compac III Unit - Near Vertical Setback

Note:
When site conditions require, wrap drainage tile in 3/4" aggregate and filter fabric with drainage composite or aggregate back drain system, as directed by geotechnical engineer.

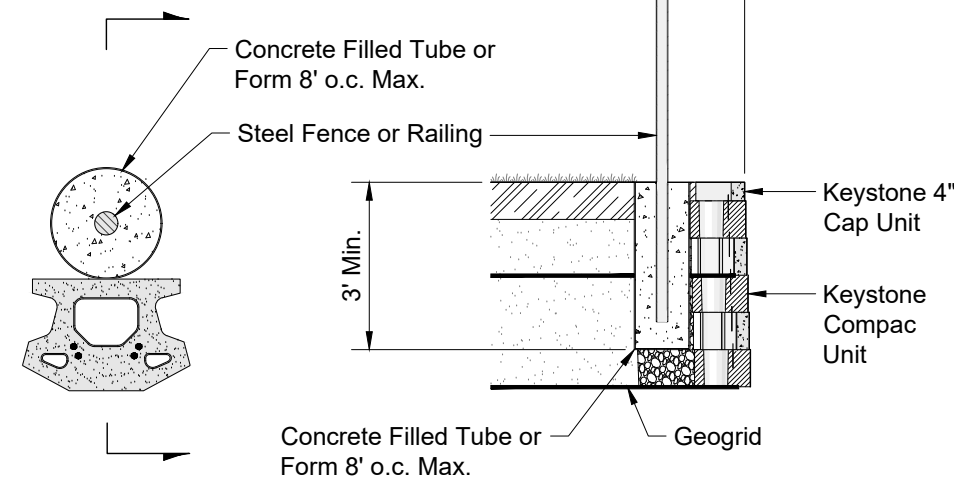


Note:
1. The leveling pad is to be constructed of 2000 psi ± unreinforced concrete.



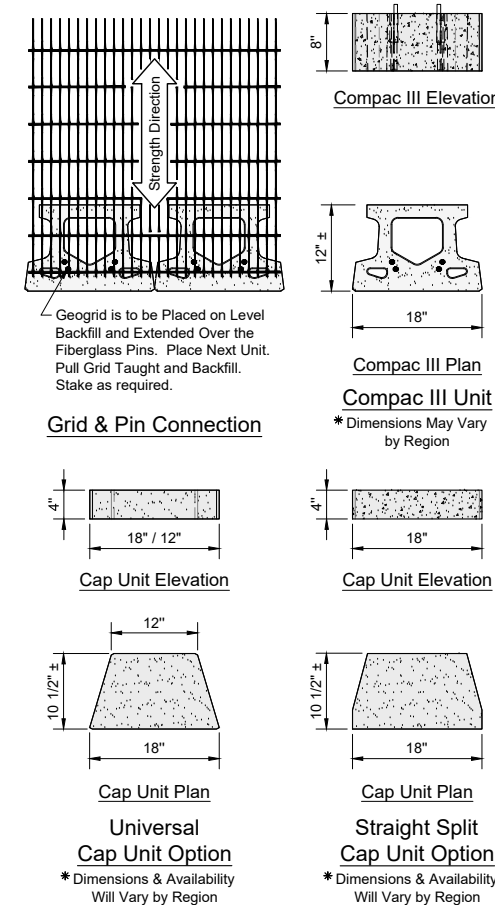
Leveling Pad Detail

Note:
Concrete filled tube or form to be set during the wall construction, not drilled through geogrid afterwards when directly behind units.



Fence Plan Detail

Fence Section & Plan Detail
Compac II Unit - Near Vertical Setback



Grid & Pin Connection

Cap Unit Elevation

Cap Unit Plan

Universal Cap Unit Option

* Dimensions & Availability Will Vary by Region

Compac III Elevation

Compac III Plan

Compac III Unit

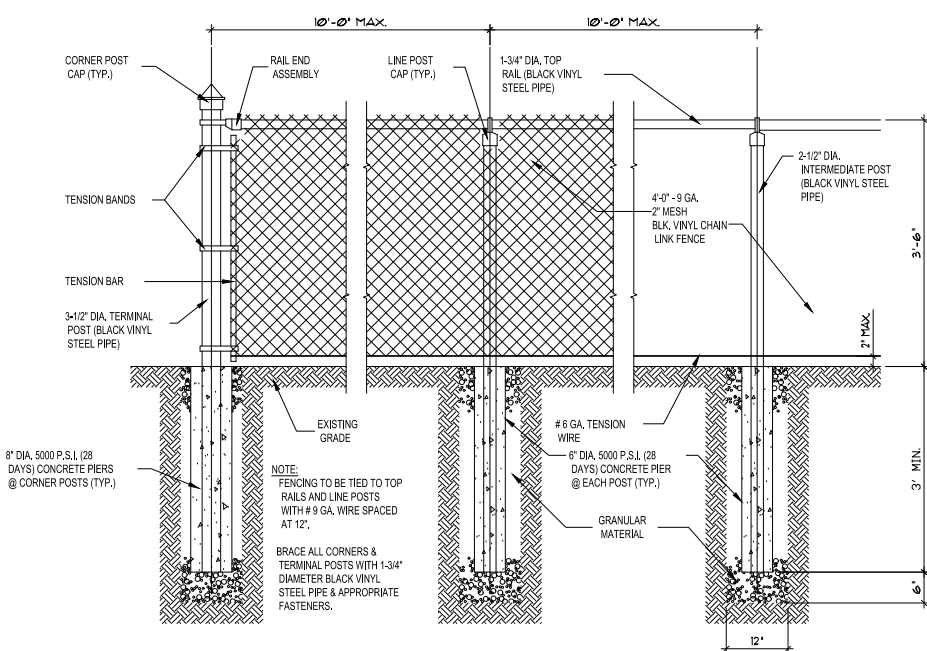
* Dimensions May Vary by Region

Cap Unit Elevation

Cap Unit Plan

Straight Split Cap Unit Option

* Dimensions & Availability Will Vary by Region



CHAIN LINK FENCE DETAIL
NOT TO SCALE

PRELIMINARY

RETAINING WALL DESIGN

HOME STATE BANK SITE PLAN AMENDMENT
POLK CITY, IOWA
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SEPTEMBER 13, 2023

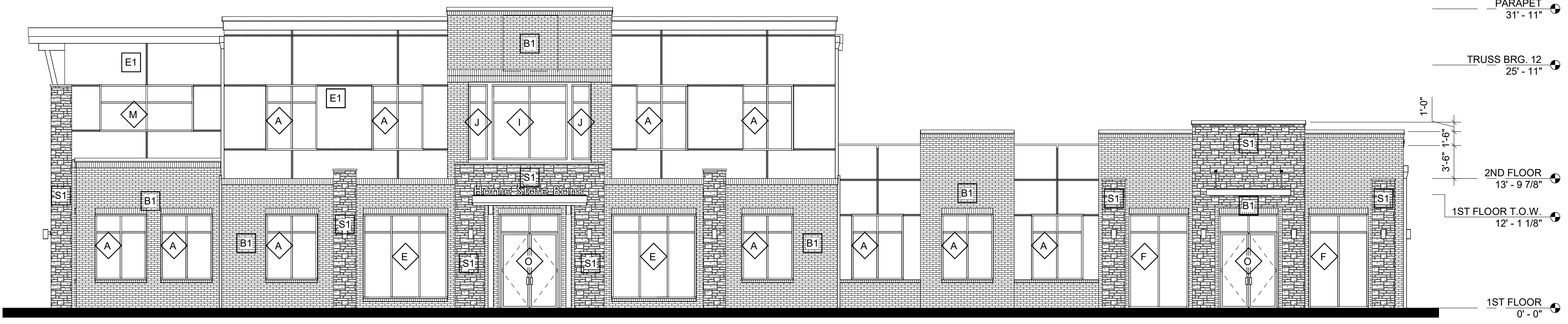
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www.jcorpdesignbuild.com

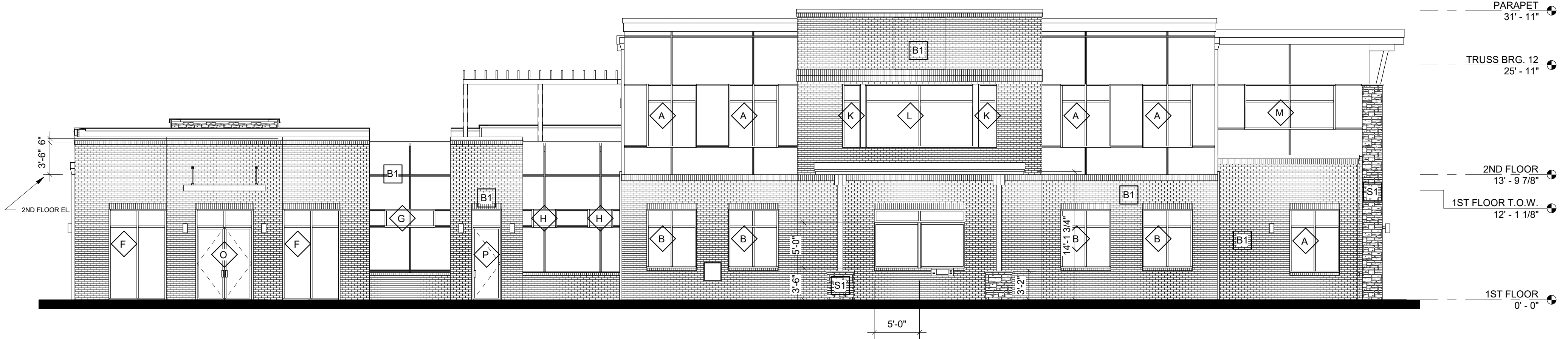
MATERIAL SCHEDULE			
Type Mark	Description	Area	FRONTAGE PERCENT
B1	BRICK - CHARCOAL GRAY VELOUR	173 SF	62%
E1	EIFS w/ BEVEL REVEAL - BLACK FOX SW7020	2 SF	1%
S1	<varies>	105 SF	38%
		281 SF	100%
EAST			
B1	BRICK - CHARCOAL GRAY VELOUR	1002 SF	70%
E1	EIFS w/ BEVEL REVEAL - BLACK FOX SW7020	339 SF	24%
S1	STONE - PLAIN OHIO LIMESTONE	90 SF	6%
		1432 SF	100%
NORTH			
B1	BRICK - CHARCOAL GRAY VELOUR	1827 SF	62%
E1	EIFS w/ BEVEL REVEAL - BLACK FOX SW7020	1077 SF	36%
S1	STONE - PLAIN OHIO LIMESTONE	62 SF	2%
		2966 SF	100%
SOUTH			
B1	BRICK - CHARCOAL GRAY VELOUR	1576 SF	49%
E1	EIFS w/ BEVEL REVEAL - BLACK FOX SW7020	1160 SF	36%
S1	STONE - PLAIN OHIO LIMESTONE	471 SF	15%
		3207 SF	100%
WEST			
B1	BRICK - CHARCOAL GRAY VELOUR	651 SF	48%
E1	EIFS w/ BEVEL REVEAL - BLACK FOX SW7020	471 SF	35%
S1	STONE - PLAIN OHIO LIMESTONE	223 SF	17%
		1345 SF	100%



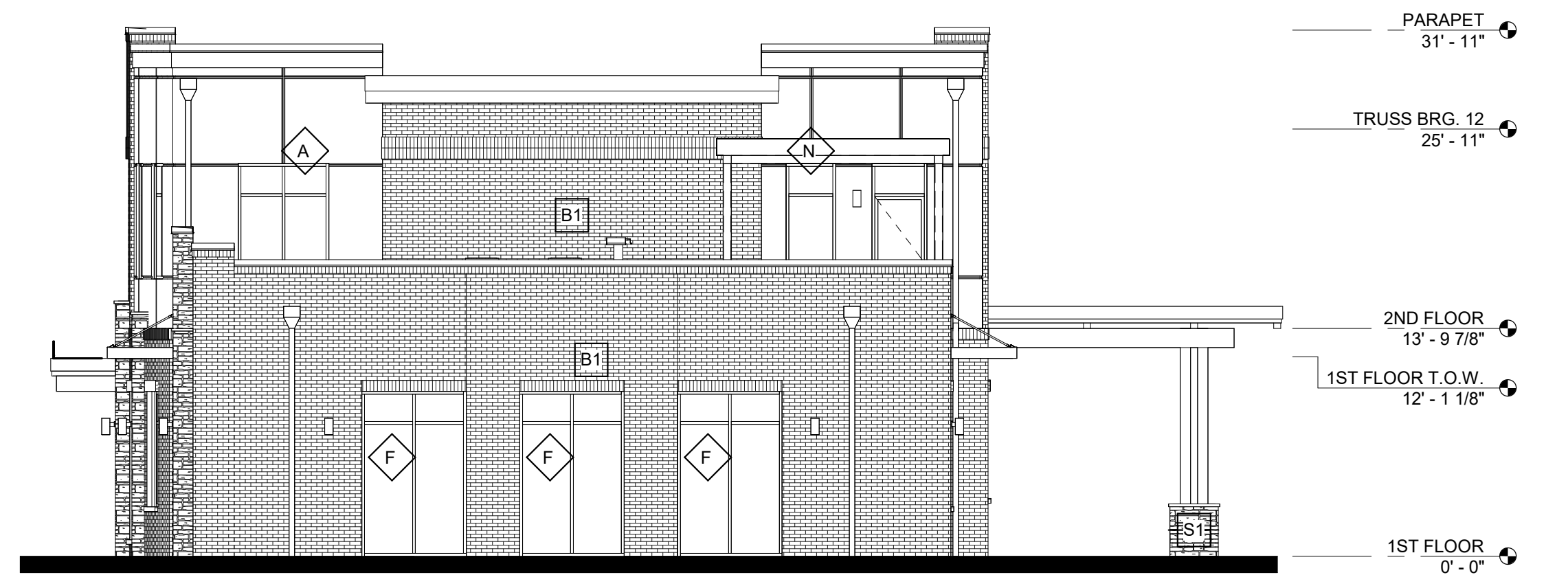
6 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



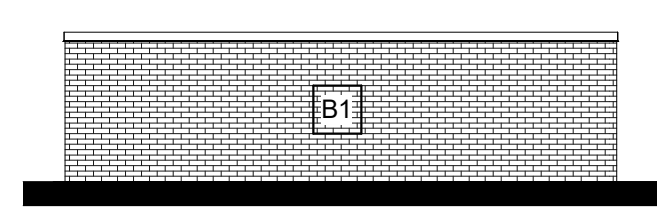
1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



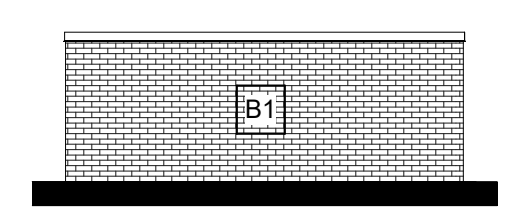
5 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



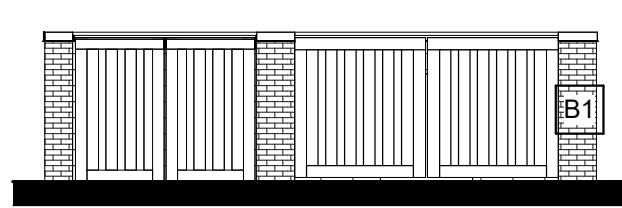
2 EAST ELEVATION
SCALE: 1/8" = 1'-0"



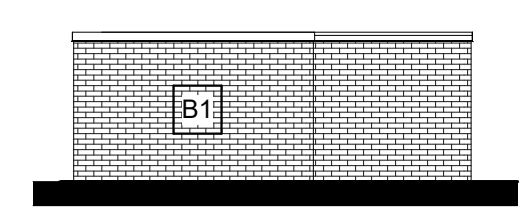
4 DUMPSTER NORTH
SCALE: 1/8" = 1'-0"



3 DUMPSTER EAST
SCALE: 1/8" = 1'-0"



7 DUMPSTER SOUTH
SCALE: 1/8" = 1'-0"



8 DUMPSTER WEST
SCALE: 1/8" = 1'-0"

PROJECT:
Home State Bank
101 E Bridge Road
Polk City, IA 50226

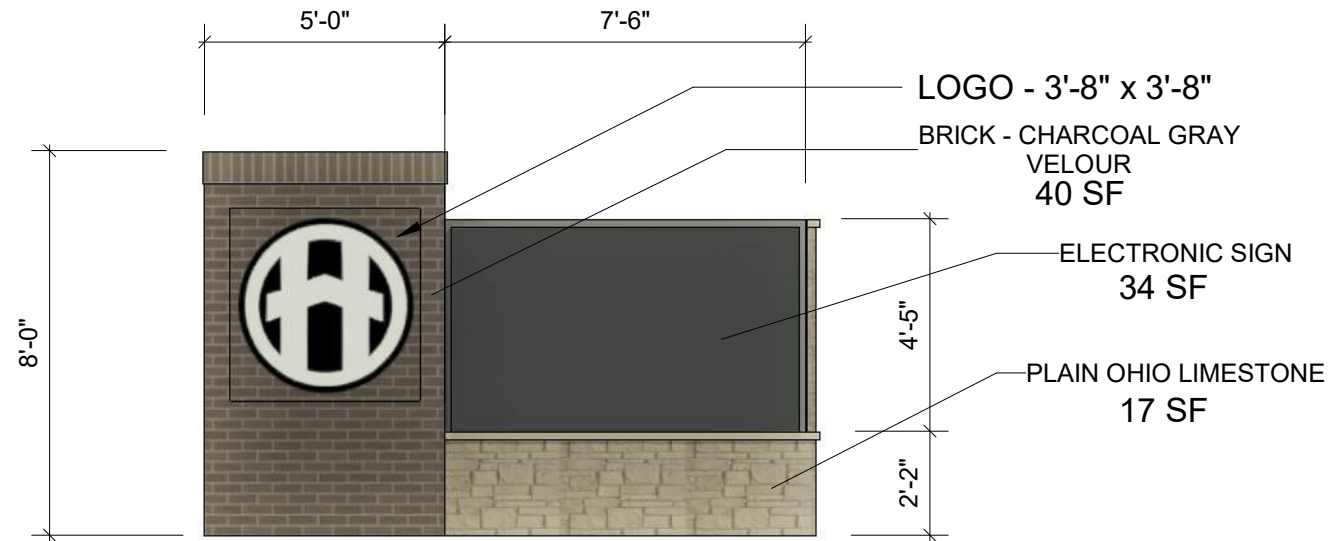
REVISIONS:
11 / 16 / 2022 PERMIT SET
12 / 07 / 2022 RESUBMITTAL

9 / 20 / 2023

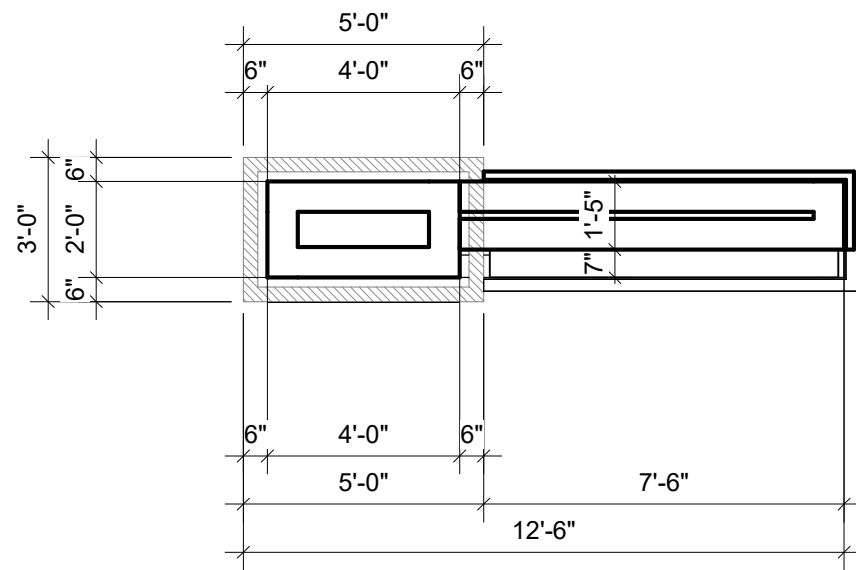
PROJECT NO: 21-026

CONTENTS:
Elevations

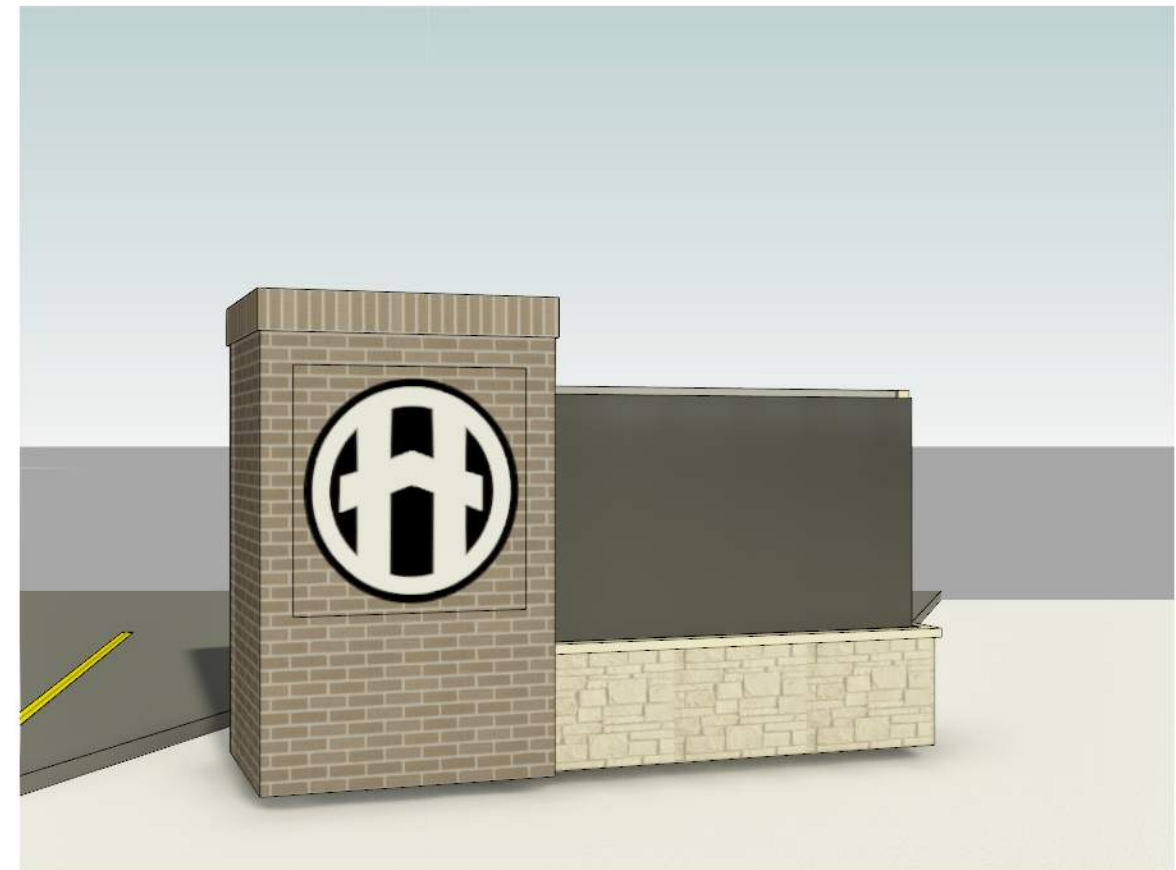
SHEET NO:
A201



3 ELEVATION - SIGN
SCALE: 1/4" = 1'-0"



2 PLAN - SIGN
SCALE: 1/4" = 1'-0"



1 3D VIEW - SIGN

RESOLUTION NO. 2023-129

**A RESOLUTION AMENDING THE SITE PLAN FOR
HOME STATE BANK**

WHEREAS, Home State Bank is located at 101 E Bridge Road; and

WHEREAS, the City Council approved Resolution 2022-103 approving the original submitted Site Plan and provisions on August 22, 2023; and

WHEREAS, Home State Bank has submitted an amendment adding of a monument sign, updating building signage, revising landscaping plan, modifying trash enclosure to included enclosure for generator and a new CBU location; and

WHEREAS, on October 16, 2023 the Polk City Planning & Zoning Commission met and recommended approval of the Site Plan, subject to completion of the City Engineer's review comments and recommendations being satisfactorily addressed; and

WHEREAS, the City Engineer has reviewed the Site Plan and accompanying documents and recommends Council approval.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the Planning and Zoning Commission, City Engineer and deems it appropriate to approve the amended Site Plan for Home State Bank.

BE IT FURTHER RESOLVED that the provisions outlined in Resolution 2023-103 are still in full force and affect and further made a part of this Resolution.

PASSED AND APPROVED the 23 day October 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

ETJ PLAT OF SURVEY REVIEW

Date: October 19, 2023

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

Project: Parcel 2023-72 (Rural Survey)

Project No.: 123.1030.01

GENERAL INFORMATION:

Owner: James & Margaret Enterprises, Inc.

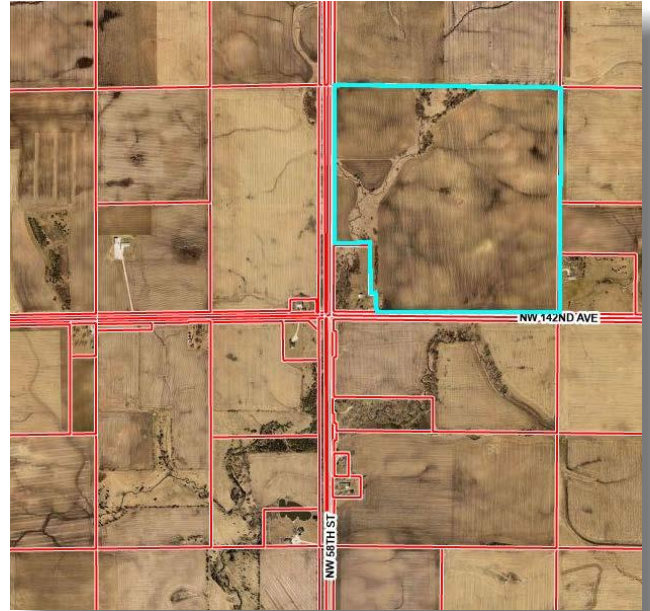
Location: Northeast of NW 142nd Ave
at NW 58th Street
(within 2-mile area)

Plat Size: 153.08 acres, total
Parcel 2023-72: 3.12 acres gross
2.99 acres net

Residual: 149.88 acres gross
143.44 acres net

Polk County Zoning:
AG Agricultural District

Polk City Equivalent Zoning:
A-1 Agricultural District



PROJECT DESCRIPTION:

The subject property is located within Polk City’s 2-mile extra-territorial jurisdiction (ETJ), with frontage on NW 142nd Avenue and NW 58th Street. This 160-acre tract has already been subdivided which split off a 7.68-acre parcel at the northeast corner of the intersection, at 5701 NW 142nd Avenue. The overall parcel’s location is outlined in cyan above. On behalf of the property owner, Sean Elwell is requesting approval of a rural survey for Parcel 2023-72 at the northwest corner of the property so it can be sold for construction of a new home. The remainder of the property will continue as crop land.

Polk County’s zoning for this 153-acre property is AG – Agricultural, with the subdivision based on their cluster option, so no more than 3 additional homes can be developed in Outlot Y and 138.66 acres of this plat will be defined a permanent open space. Polk City’s A-1 Agricultural District has a minimum lot size of 10 acres, with the intent to limit density which, in this case, is accomplished through the cluster option. Given these density restrictions and since the proposed 3.57-acre parcel is smaller than the 10-acre minimum size in Polk City’s A-1 district, the city’s equivalent zoning then becomes R-1 Single Family residential as it pertains to bulk regulations. Parcel 2023-72 must meet or exceed Polk City’s R-1 minimum requirements where no water or sanitary sewer service are

available (Lot area = 40,000 sf minimum, Lot width = 150'). The setbacks must also meet or exceed Polk City's R-1 requirements (35' front yard, 35' rear yard, and 8' side yards).

NW Sheldahl Drive is a future arterial street. Since the existing right-of-way adjacent to this parcel is 100' wide, no future right-of-way will need to be set aside. However, NW 142nd Avenue does not appear to have 100' of right-of-way, so additional right-of-way may need to be set aside at the time the residual parcel is platted.

The resulting lot will be connected to rural water, or will be on wells, for the time being, but will be required to connect to Polk City water when available. The proposed lot will have their own private septic system but will be required to connect to Polk City sanitary sewers when available.

An Agreement to Install Sidewalks will be required as part of this plat.

REVIEW COMMENTS:

Following the Planning & Zoning Commission, the developer submitted a revised Plat of Survey showing the building setbacks as requested by the Commission. The Plat of Survey (Rural Survey) has been revised to address review comments from both staff and the Planning & Zoning Commission.

RECOMMENDATION:

Staff and the Planning & Zoning Commission recommends approval of the Plat of Survey for Parcel 2023-72 on the James & Margaret Enterprises property in Lincoln Township, including waiving the City's requirements for a Minor Plat of Subdivision, approval of the proposed flag lot, and waiver of Polk City's fire hydrant coverage requirement subject to the following:

1. A Development Agreement for future water main along NW 58th Street will need to be signed by the property owner prior to Plat of Survey recordation. The City Clerk will record this document and the developer shall be responsible for the cost of recording.
2. An Agreement to Install Sidewalk for the future sidewalk along NW 58th Street will need to be signed by the property owner prior to Plat of Survey recordation. The City Clerk will record this document and the developer shall be responsible for the cost of recording.
3. Payment of all fees to the City of Polk City prior to this item being placed on the Council agenda.

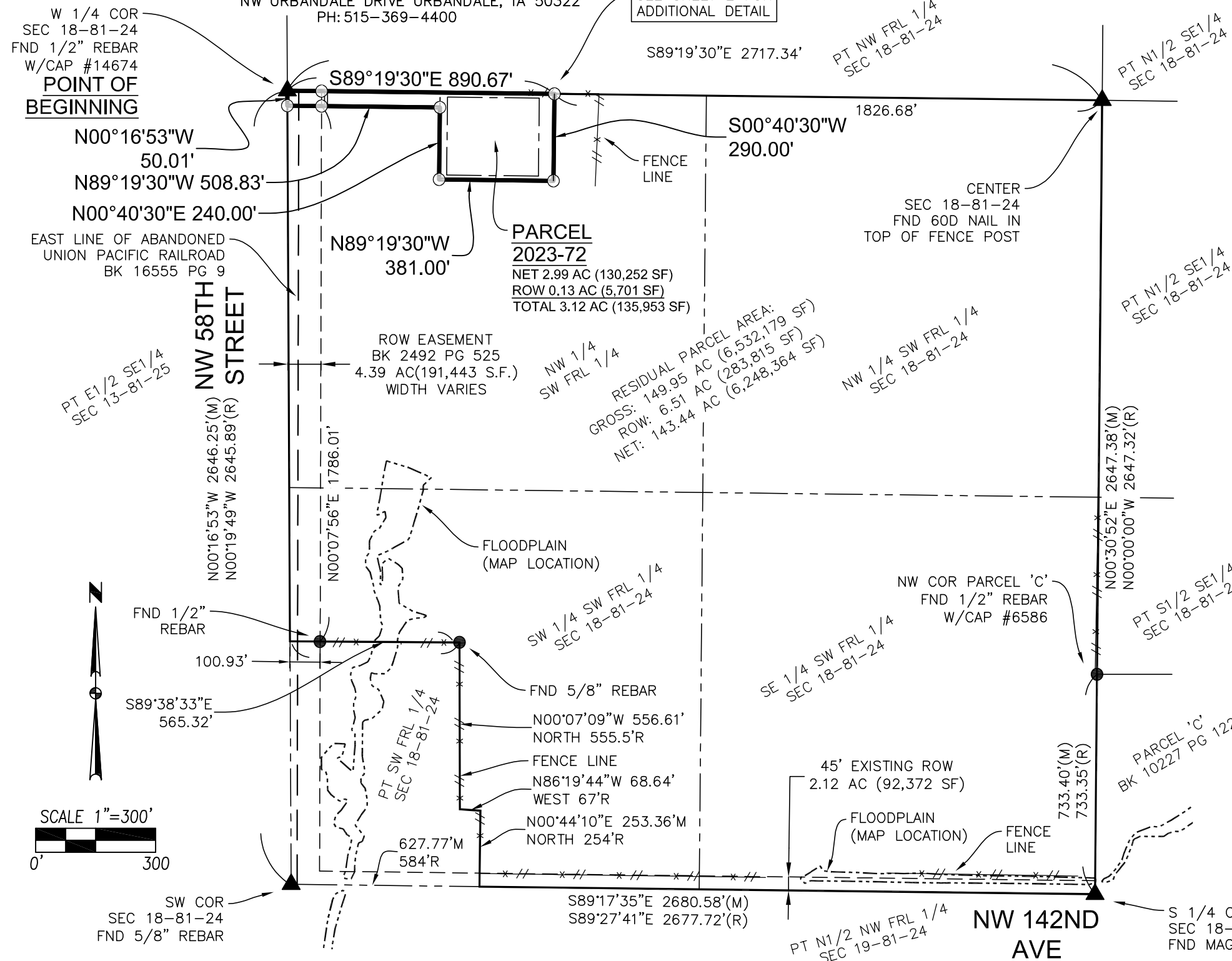
INDEX LEGEND

LOCATION: PT SEC 18-81-24, SW FRL 1/4
 REQUESTOR: SEAN ELWELL 1020 NE 18TH ST ANKENY, IA 50021
 515-490-3041 SELWELL@GMAIL.COM
 PROPRIETOR: JAMES & MARGARET ENTERPRISES
 1020 NE 18TH STREET
 ANKENY, IOWA 50021
 515-964-1587 BKINSLEY@DENNYELWELLCOMPANY.COM
 SURVEYOR: MICHAEL A. BROONER
 COMPANY: CIVIL DESIGN ADVANTAGE

PLAT OF SURVEY
 (RURAL SURVEY, CLUSTER DEVELOPMENT)

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAG4121
 NW URBANDALE DRIVE URBANDALE, IA 50322
 PH: 515-369-4400

SEE SHEET 2 FOR
 ADDITIONAL DETAIL



AREA ABOVE RESERVED FOR RECORDING STAMP

DATE OF SURVEY

MARCH 24, 2023

ZONING

AG - AGRICULTURAL DISTRICT

ADDRESS

14597 NE 58TH STREET
 POLK CITY, IA 50226

EXISTING LAND USE

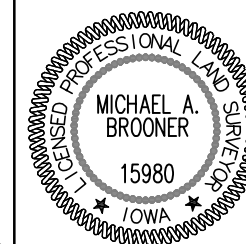
AGRICULTURAL

PARCEL 2023-72 DESCRIPTION

A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 89°19'30" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST FRACTIONAL QUARTER, 890.67 FEET; THENCE SOUTH 00°40'30" WEST, 290.00 FEET; THENCE NORTH 89°19'30" WEST, 381.00 FEET; THENCE NORTH 00°40'30" EAST, 240.00 FEET; THENCE NORTH 89°19'30" WEST, 508.83 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°16'53" WEST ALONG SAID WEST LINE, 50.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.12 ACRES (135,953 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD INCLUDING 0.13 ACRES (5,701 S.F.) OF ROADWAY EASEMENT.



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

MICHAEL A. BROONER, P.L.S. DATE

LICENSE NUMBER 15980
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
 PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 & 2

REVISIONS	DATE
CITY COMMENTS	10-17-23
CITY COMMENTS	10-10-23
COUNTY SECOND SUBMITTAL	10-09-23
COUNTY FIRST SUBMITTAL	09-13-23

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

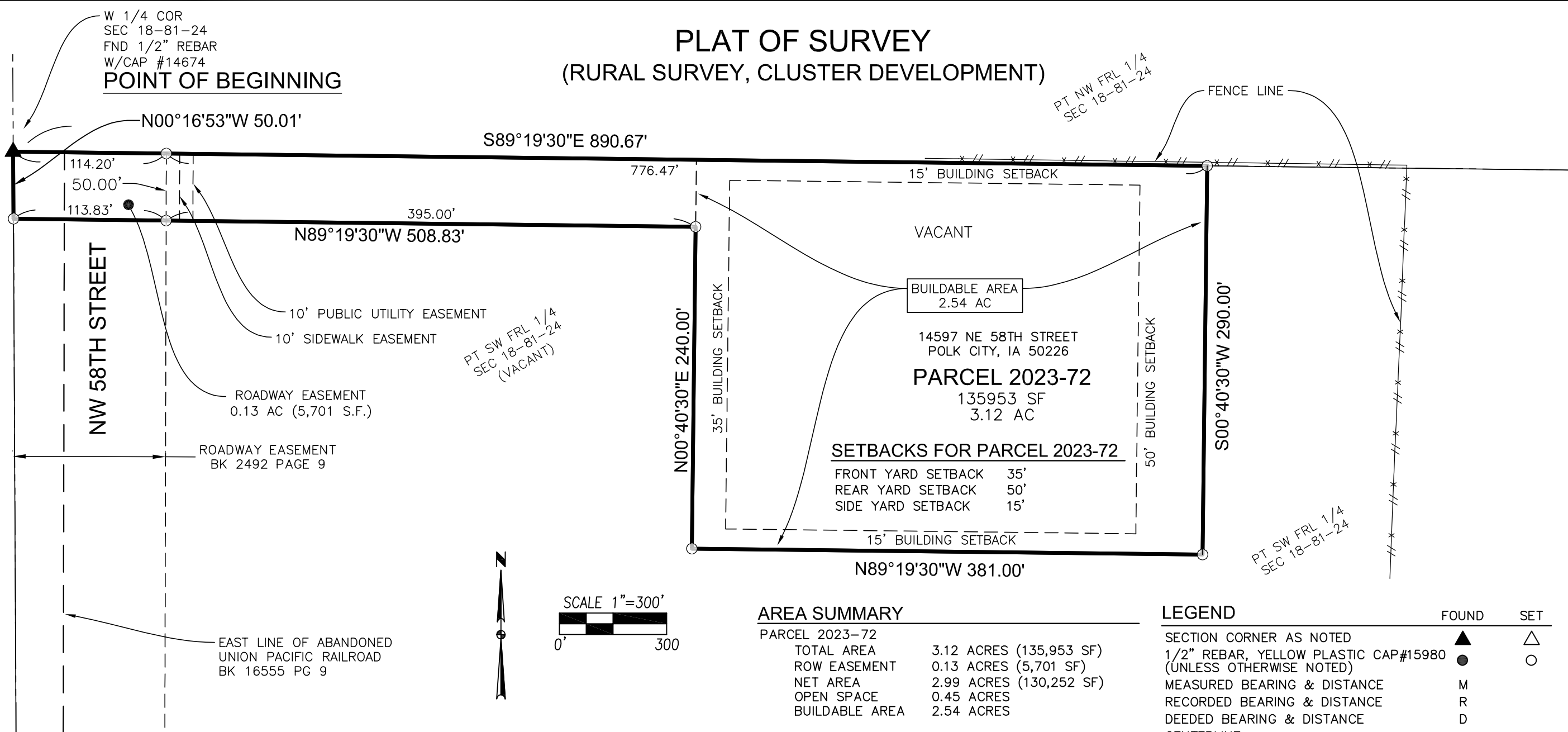
TECH: ENGINEER: REVIEW:

CIVIL DESIGN ADVANTAGE
 POLK COUNTY, IOWA

PT SW FRL 1/4 SEC 18-81-24
PLAT OF SURVEY

PLAT OF SURVEY

(RURAL SURVEY, CLUSTER DEVELOPMENT)



W 1/4 COR
SEC 18-81-24
FND 1/2" REBAR
W/CAP #14674
POINT OF BEGINNING

PT NW FRL 1/4
SEC 18-81-24

PT SW FRL 1/4
SEC 18-81-24
(VACANT)

PT SW FRL 1/4
SEC 18-81-24

BUILDABLE AREA
2.54 AC

14597 NE 58TH STREET
POLK CITY, IA 50226
PARCEL 2023-72
135953 SF
3.12 AC

SETBACKS FOR PARCEL 2023-72

- FRONT YARD SETBACK 35'
- REAR YARD SETBACK 50'
- SIDE YARD SETBACK 15'

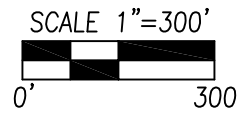
NW 58TH STREET

10' PUBLIC UTILITY EASEMENT
10' SIDEWALK EASEMENT

ROADWAY EASEMENT
0.13 AC (5,701 S.F.)

ROADWAY EASEMENT
BK 2492 PAGE 9

EAST LINE OF ABANDONED
UNION PACIFIC RAILROAD
BK 16555 PG 9



AREA SUMMARY

PARCEL 2023-72	
TOTAL AREA	3.12 ACRES (135,953 SF)
ROW EASEMENT	0.13 ACRES (5,701 SF)
NET AREA	2.99 ACRES (130,252 SF)
OPEN SPACE	0.45 ACRES
BUILDABLE AREA	2.54 ACRES

RESIDUAL

TOTAL AREA	149.96 ACRES (6,532,179 SF)
ROW EASEMENT	6.52 ACRES (283,815 SF)
NET AREA	143.44 ACRES (6,248,364 SF)
OPEN SPACE	138.66 ACRES
BUILDABLE AREA	4.78 ACRES
REMAINING DWELLING UNITS	= 3

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
CENTERLINE	---	
SECTION LINE	----	
EASEMENT LINE	----	
FENCE	--x--x--x--	

NOTES

- NO BUILDING PERMITS SHALL BE ISSUED FOR THE RESIDUAL PARCEL WITHOUT PRIOR APPROVAL OF A PLAT OF SUBDIVISION BY THE CITY OF POLK CITY.
- NO MORE THAN ONE DRIVEWAY SHALL BE PERMITTED FOR PARCEL 2023-72.
- ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED SHALL BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
- THE RESIDENCE ON PARCEL 2023-72 SHALL BE CONNECTED TO RURAL WATER AND SHALL BE REQUIRED TO CONNECT TO THE MUNICIPAL WATER SYSTEM ONCE AVAILABLE FOLLOWING ANNEXATION. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH THIS CONNECTION.
- THE RESIDENCE ON PARCEL 2023-72 SHALL HAVE A PRIVATE ON-SITE WASTEWATER DISPOSAL SYSTEM AND SHALL BE REQUIRED TO CONNECT TO THE MUNICIPAL SANITARY SEWER SYSTEM ONCE AVAILABLE FOLLOWING ANNEXATION. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH SAID CONNECTION.

RESTRICTION AGREEMENT

THE REMAINING DEVELOPMENT ON THE RESIDUAL PARCEL OF THIS SURVEY MAY CONSIST OF 3 DWELLING UNITS. 138.66 ACRES OF THE RESIDUAL PARCEL MUST REMAIN AS PERMANENT OPEN SPACE. PARCEL '2023-72' OF THIS SURVEY UTILIZES 2.54 ACRES OF BUILDABLE AREA AND THE REMAINING 0.45 ACRES SHALL REMAIN AS PERMANENT OPENS SPACE.

- A. CLUSTER DEVELOPMENT BUILDABLE LOTS ARE NOT EXEMPTED FROM OPEN SPACE REQUIREMENTS, THE SUBJECT PARCEL IS PROPOSED TO BE COMPRISED OF NEARLY ALL BUILDABLE AREA.

AS THE OWNER OF ALL IN THIS SURVEY, I HEREBY AGREE TO A RESTRICTION OF THE DEVELOPMENT POTENTIAL ON THE RESIDUAL PARCEL, THROUGH A DEED RESTRICTION IN FAVOR OF POLK COUNTY, AS INDICATED IN THE NOTE SHOWN ON THE RESIDUAL PARCEL.

SIGNED: _____ DATE: _____

SIGNED: _____ DATE: _____

CALCULATIONS

TOTAL PROPERTY	153.08 AC
TOTAL ROW	6.65 AC
NET AREA	146.43 AC

BASE SITE AREA	146.43 AC
PARCEL 2023-72 (NET)	2.99 AC
RESIDUAL PARCEL (NET)	143.44 AC

BASE SITE AREA	146.43 AC
X0.95 OPEN SPACE RATIO	
TOTAL OPEN SPACE	139.11 AC

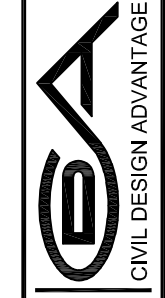
BASE SITE AREA	146.43 AC
TOTAL OPEN SPACE	-139.11 AC
TOTAL BUILDABLE AREA	7.32 AC

TOTAL BUILDABLE AREA	7.32 AC
PARCEL 2023-72 BUILDABLE AREA	-2.54 AC
RESIDUAL PARCEL BUILDABLE AREA	4.78 AC

COUNTY: POLK
 DATE: 10/17/2023 2:55 PM
 FILE: H:\2023\230192\230192-PLAT OF SURVEY.DWG
 PLOTTED BY: JIM BOONER
 DESS

REVISIONS	DATE
10-17-23	
10-10-23	
10-05-23	
09-13-23	

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400



PT SW FRL 1/4 SEC 18-81-24
PLAT OF SURVEY
 POLK COUNTY, IOWA
 ENGINEER: _____ REVIEW: _____
 TECH: _____
 2/2
 2303.192

RESOLUTION NO. 2023-130

**A RESOLUTION APPROVING A PLAT OF SURVEY FOR
PARCEL NO. 2023-72**

WHEREAS, Civil Design Advantage, LLC on behalf of Sean Elwell and James & Margaret Enterprises has submitted a Plat of Survey for an area of land to be known as Parcel No. 2023-72, located within 2 miles of the corporate limits of Polk City, Iowa; and

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

WHEREAS, the Polk City Planning and Zoning Commission reviewed this Plat of Survey and recommended its approval at their meeting on October 16, 2023 including waivers of Polk City Code for Minor Plat of Subdivision, flag lot, and hydrant coverage; and

WHEREAS, the City Attorney and City Engineer have reviewed the Plat of Survey and legal documents and recommend approval of same subject to the following:

- Signed Development Agreement for future water main along NW 58th Street
- Signed Agreement to Install Sidewalk with the City deferring paving of the required 5' feet wide public sidewalk in front of the parcel until such time as the city deems necessary

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa, hereby approves the Plat of Survey for Parcel No. 2023-72 and approves the requested waivers to Polk City Code and accepts the development agreement for future water main and the sidewalk deferral agreement subject to the applicant's payment of all professional fees and fees related to recordation of said agreements.

PASSED AND APPROVED the 23 day of October 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa City Council Agenda Communication

Date: October 23, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Jason Thraen, Parks and Recreation Director
Subject: Pre-Campaign Process Agreement with Renaissance Group, Inc (RGI)

BACKGROUND: For the Council's consideration on Monday is a Letter of Agreement with Renaissance Group, Inc (RGI) regarding City consulting services. This agreement outlines a Pre-Campaign Process, also known as a Feasibility Study for the Regional Park project. A feasibility study is commonly completed as a part of a large capital project. It is used to assist in determining the most appropriate and most successful strategy for proceeding with a proposed campaign to provide major capital funding. Going through a feasibility study will:

- Evaluate the willingness and support of the targeted audience for the project
- Build relationships and develop a sense of ownership and involvement from key constituent leaders and major gift prospects from Polk City and the greater Central Iowa community at-large
- Evaluate the willingness and capacity of the targeted constituency to make major gifts in support of the proposed campaign
- Broaden the overall awareness within a targeted major gift constituency regarding the plans and needs of the community for a new regional park, not leaving to chance the key communication necessary to fully explain the organization's programming and associated capital needs

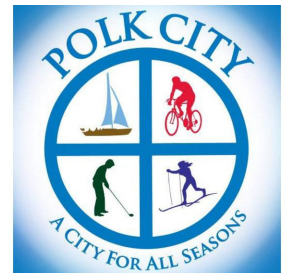
This process is the next step in the Regional Park project. It will deliver tangible results of what Polk City will support and those that will be campaign advocates. City Staff held meetings with four consulting firms, received proposals from two, and are happy with the proposal provided by the Renaissance Group.

The Renaissance Group will start in the immediate future. We have requested they attend the November Parks Commission meeting to give an overview of the feasibility process, and then the November 13th City Council meeting.

ALTERNATIVES: Do not approve the agreement.

FINANCIAL CONSIDERATIONS: \$26,000.00

RECOMMENDATION: It is my recommendation that the Council approve the Pre-Campaign Process agreement with Renaissance Group, Inc.



Pre-Campaign Process

September 2023

Process Goals

Renaissance Group, Inc. (RGI) is pleased to propose a Pre-Campaign Process for Polk City to assist in determining the most appropriate and ultimately successful strategy for proceeding with a proposed campaign to provide major capital funding to create a new regional park. This comprehensive Pre-Campaign Process will:

- build relationships and develop a sense of ownership and involvement from key constituent leaders and major gift prospects from Polk City and the greater Central Iowa community at-large;
- evaluate the willingness and capacity of the targeted constituency to make major gifts in support of the proposed campaign;
- broaden the overall awareness within a targeted major gift constituency regarding the plans and needs of the of the community for a new regional park, not leaving to chance the key communication necessary to fully explain the organization's programming and associated capital needs.

Since 1990 RGI has provided fund development counsel for partners with special emphasis on community non-profit organizations including health and human service agencies, parks and water trails, hospitals, schools and performing arts facilities. The RGI team has more than 70 years of combined development experience, providing personalized service to diverse clients. In more than 30 years, RGI has helped clients secure more than \$800 million in charitable gifts for projects. *RGI has proudly served hundreds of projects in these and other communities:*

Aberdeen, SD	Milford, IA
Ames, IA	Minneapolis, MN
Bismarck, ND	Oelwein, IA
Brookings, SD	Panama, IA
Boone, IA	Pella, IA
Carroll, IA	Philadelphia, PA
Collegeville, MN	Phoenix, AZ
Cedar Rapids, IA	Sioux Center, IA
Dickinson, ND	Sioux City, IA
Des Moines, IA	Solon, IA
Estherville, IA	St. Charles, IA
Ft. Dodge, IA	Spencer, IA
Grand Rapids, MN	Urbandale, IA
Iowa City, IA	Waterloo, IA
Lake View, IA	Washington, IA
Lincoln, NE	West Branch, IA

Grounding Principles

Every organization has individual needs and therefore requires individual attention in the formulation of strategy to be successful in their fundraising efforts. Our goal is to work with you to create strategies specific to your unique and individual needs. However, there are basic grounding principles we believe apply to every successful fundraising campaign.

Leadership

One of the most important reasons people make major contributions is because the right person asks them. It is not only the case, the vision, the mission, tax considerations, etc., but more importantly who is involved and asks for the gift.

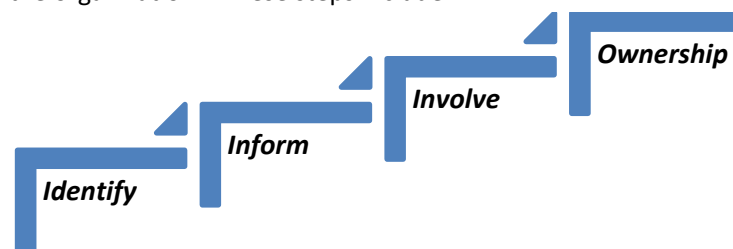
What this means to projects like this is that the leadership involved, even from the start, is critical to our ultimate success. Therefore, considerable thought and energy must be allocated from the very beginning regarding the individuals possessing the leadership, stature and the financial potential to make this important project a success.

Major Gifts

As you may know, in any major campaign it is normal to expect that a majority of the contributions will come from a minority of your donors. Oftentimes we see the ratio go as high as 80-90% of the funding coming from as few as 10-15% of donors. This typical pattern drives the need to carefully identify, inform, cultivate and involve those individuals, businesses, and foundations who have the financial capacity to dramatically affect the outcome of the proposed campaign.

Cultivation Process

Successful major gift solicitation is a process. There is a series of steps (moves management) necessary to move a prospect from a point of identifying them to investing in the organization. These steps include:



Identifying the constituents who have the potential to be part of the 10-15% providing a majority of campaign support;

Informing the members of your targeted constituency sufficiently to build understanding of the need for and benefits of this investment and how this campaign and the project it would fund will impact families and the community in the near future and over the long-term;

Involving current & potential supporters and philanthropic community leaders in reviewing plans for addressing the community's needs;

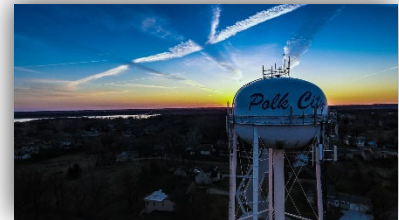
Developing a sense of ownership in your needs and plans for a campaign.

This ownership occurs over a period of time and it is ownership that moves a prospect from a point of "you-they" relationships to a point of "we" relationships. Taking the time to develop this kind of ownership from the prospects in your targeted constituency is critical to their willingness to significantly invest in your campaign.

Pre-Campaign Process (feasibility study)

We believe the proposed campaign should be strategically developed and include the implementation of a broad-based feasibility study in advance of any major fundraising campaign. The Pre-Campaign Process will increase the likelihood of a successful campaign and gift remittance by engaging leadership, providing an objective view of potential gifts and setting a challenging, yet attainable campaign goal.

A feasibility study should not only answer the question "if" but more importantly "how" a campaign will proceed. Therefore, all energy expended in the Pre-Campaign Process should be designed as an integral part of the ensuing campaign. A successful Pre-Campaign Process really is the beginnings of major gift solicitation. The market research and leadership development included in this effort should flow into the logical next step - the fundraising campaign.



For the Pre-Campaign Process to be effective it must contain two parts – education and testing. We must first educate the best major gift prospects before we test their willingness to support the campaign; as determined by subsequently interviewing the same prospects to gather their input and determine overall project feasibility and advisability.

The questions that must be answered before conducting confidential survey interviews include, *“How familiar and knowledgeable is the prospect with Polk City’s proposed program & facility needs and your vision to serve children and families in greater Polk City area both in the near and distant future and specifically how will the proposed campaign impact these efforts?”*

A. Planning Task Force:

RGI proposes the Pre-Campaign Process begin with enlisting a group of 10-15 key leaders from Central Iowa. This group would represent potential major donors, Board leadership, area businesses and local foundations. The Task Force would meet once for approximately 90 minutes and their role is to:

- Review Polk City’s vision for a new facility made possible through the proposed capital campaign;

- Review a draft case book and presentation articulating the plans and the need for a corresponding fundraising campaign;
- Assist in providing introduction to potential major gift prospects as able.

RGI would work with staff and volunteers to enlist the Planning Task Force members by providing materials, training, and when necessary, accompanying staff/and or volunteers on these visits. Also, we would facilitate the Task Force meeting to assure accomplishment of our three primary goals of developing leadership, cultivating major gifts and emphasizing the need for potential donor involvement.

B. Informational Meetings (educational phase of feasibility study):

Our goal in conducting several informational meetings (small group and one-on-one visits) is to present an informative and compelling case to your best potential major gift prospects. The initial target audience would focus on the top 50-75 giving prospects.

This includes the process of identifying and informing the small minority of potential major gift prospects who will comprise up to 90% of your total goal. This corresponds to the second grounding principle mentioned earlier in this proposal. We must do a thorough job of developing interest and ownership with major gift prospects if we are to be successful in the overall program.

For a project of this potential magnitude, we suggest conducting 6-8 informational gatherings. These events are education-focused and hosted by friends of the parks and the community at-large for major gift prospects in their peer groups. This is a wonderful opportunity for Jason and volunteer representatives to build on existing donor relationships, cultivate new friends and make the case to potential campaign donors without the pressure of an immediate solicitation.



In addition to the small group gatherings, a series of personal visits will need to be made by Polk City staff and volunteers with key major gift prospects unable to attend a small group gathering. RGI will provide the training necessary to effectively conduct the informational presentations.

RGI fundamentally believes major gift prospects should be afforded the most personal delivery of information possible as it serves to not only develop major gifts now, but also lay the groundwork for continued support in subsequent fundraising endeavors.

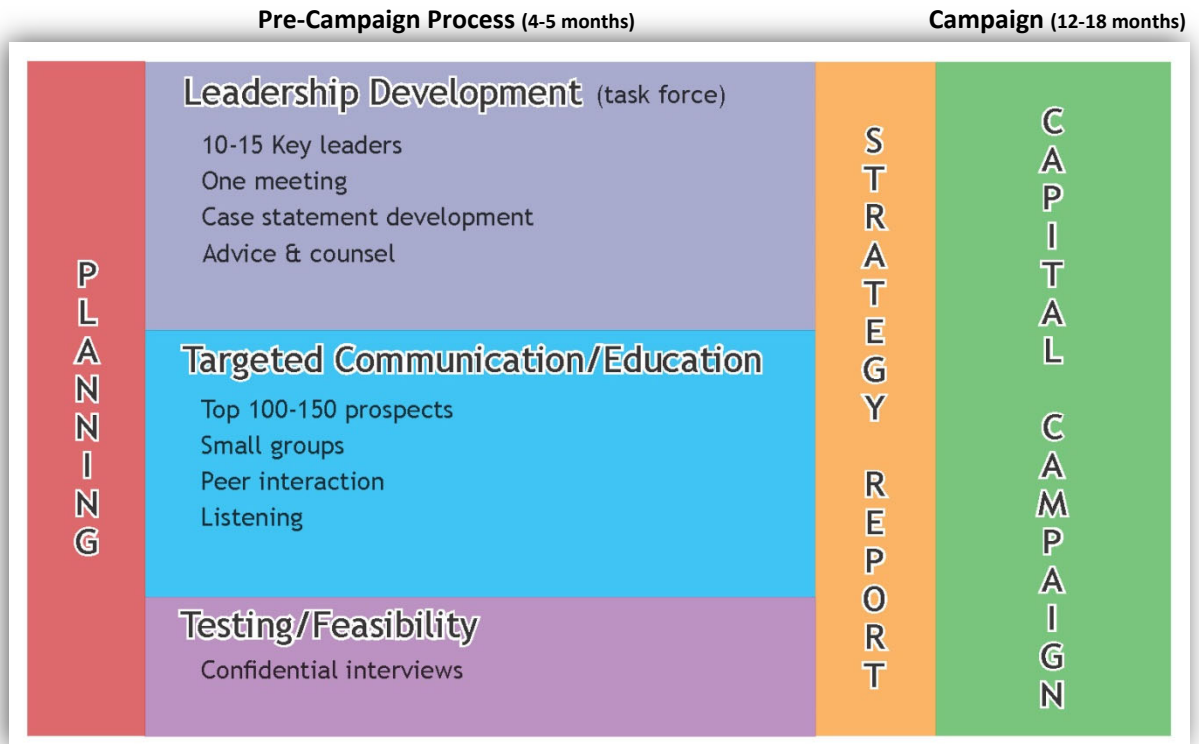
Consider how you might treat a potential million-dollar-donor. Would mailing a single sheet summary and subsequently asking for a major gift be appropriate?

While we cannot give every potential donor a “million-dollar” experience, we believe we can put our best foot forward with the top 50-75 through this process resulting in more sacrificial giving now and more continued support in subsequent appeals.

C. Confidential Surveys/Interviews (measurement phase of feasibility study):

Simultaneous to the small group and one-on-one informational meetings, RGI will conduct a series of confidential in-person interviews with 25-30 key prospects after they have attended one of the informational meetings and been introduced to the proposed project. These interviews are designed to test potential major gift prospect's attitudes toward the proposed campaign needs and goals.

Specifically, we will measure their willingness to give and to work as volunteers while securing other information necessary to refine the goal and our packaging of the case, determine the best timing for implementing the campaign; identify the leadership and major gift prospects necessary for the effort to be successful.



D. Campaign Strategy Report & Fees:

This information will be compiled, analyzed and presented to Polk City leadership for approval. The strategy report is the road map to the campaign and will include a complete description of the methodology utilized and specific recommendations regarding:

- Campaign leadership (both volunteer and staff)
- Timing of the proposed campaign including any internal or external factors
- Major gifts identified and potential funding sources
- Feasibility of proposed campaign goal and recommended financial goal
- Project timeline and phased campaign plan

Additionally, the campaign strategy report will provide input as to marketing/packaging, staffing, support systems, grant writing and estimated campaign counsel costs (if

applicable). This report will not only answer the question of how much can be secured for the campaign goal, but will also provide significant recommendations as to the appropriate next steps to be taken.

The RGI Pre-Campaign Process will be completed on-site in partnership with staff and volunteer leadership over an approximate five-month period. The professional fees for the Pre-Campaign Process are \$26,000. Fees are billed in four equal installments. Monthly statements are submitted at the end of the month outlining associated expenses which likely be limited to mileage at IRS rates.



While all case book development is included in these professional fees, should Polk City leadership request RGI handle case book layout/graphic design, an additional fee of \$2,500 will be charged. This decision could be made later as we draw nearer the completion of the book. Should you choose to have a local designer handle the layout, RGI will work closely with the firm or individual to ensure a quality final product.

A sample timeline is attached as *Attachment A*.

Conclusion

In summary, we believe this process, based on the idea that relationships are the most important facet of fundraising, provides the Polk City community leadership with the community education necessary to determine the feasibility of a major fundraising campaign. While this process takes a few weeks longer to implement than a traditional feasibility study, the results are worth the effort as the results are more accurate, the major gift decision making cycle is typically shorter, and overall campaign costs are reduced. **This process is both a feasibility study and the initial steps of major gift cultivation and solicitation.**

Thank you for including RGI in your search for professional counsel and look forward to the opportunity to visit further.

Attachment A

Pre-Campaign Process Timeline

October/ November

Finalize capital goals to be tested in the Pre-Campaign Process.

Begin casebook research and prospect list development.

Enlistment materials and Planning Task Force group enlistments begin.

Initial draft of the casebook finalized.

Complete research identifying top 50-75 prospects for informational meeting guests

Task Force meeting held.

Potential informational meeting hosts identified and enlistments completed.

Casebooks printed.

January

Kick off a series of 6-8 small group and one-on-one informational meetings for community leaders and campaign prospects.

RGI begin confidential interviews with 25-30 key informational meeting attendees and select others.

February

Complete small group and one-on-one informational meetings.

RGI complete confidential interviews.

RGI present Campaign Strategy Report to Polk City leadership for proceeding with a major campaign.



October 18, 2023

Chelsea Huisman, City Manager
City of Polk City
112 3rd Street
Polk City, Iowa 50226

RE: POLK CITY HIGH TRESTLE TRAIL TO NEAL SMITH TRAIL CONNECTOR PROJECT –
PHASE 2
AMENDMENT NO. 1 FOR CONSTRUCTION SERVICES

Dear Chelsea:

For your review and consideration, please find the attached Amendment No. 1 for Construction Services added to the above referenced project. These items are detailed within Amendment No. 1 but can be summarized as the following:

- Conducting a Pre-Construction Conference with City Staff and the Contractor, including preparation of agenda, attendance at the meeting, and preparation of minutes.
- Construction staking, including marking of tree removal, grading limits, easement limits, grading elevations, and paving elevations.
- Construction administration and construction support as required by Polk City Public Works.
- Preparation of Partial Payment Applications throughout the duration of the project.
- Attendance at project progress meetings with City Staff and the Contractor.
- Conducting a final walkthrough, and preparation of the resulting punchlist.
- Project closeout document preparation, including final payment application and certificate of completion.

Please feel free to contact us with any comments and questions, and we will get these addressed. We value and appreciate our ongoing relationship with the City of Polk City and appreciate the opportunity to assist with construction services. We will be in attendance at the October 23, 2023, City Council meeting to answer any questions the council may have.

Sincerely,

SNYDER & ASSOCIATES, INC.

Travis D. Thornburgh, P.E.
City Engineer

cc: Mike Schulte, Public Works Director
Nick Furness, City of Polk City
Kathleen Connor, Snyder & Associates, Inc.

AMENDMENT TO ENGINEERING SERVICES AGREEMENT

This amendment is to the agreement made between

The City of Polk City, Iowa

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

Polk City High Trestle Trail to Neal Smith Trail Connector Project – Phase 2

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

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

See Attached Exhibit "A"

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

See Attached Exhibit "A"

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

See Attached Exhibit "A"

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

THIS AMENDMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED IN THE ORIGINAL AGREEMENT.

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

FOR CLIENT

FOR SNYDER & ASSOCIATES, INC.

City of Polk City, Iowa
CLIENT NAME

DATE

DATE

ROUTE EXECUTED COPY TO: Travis Thornburgh

EXHIBIT 'A'
HIGH TRESTLE TRAIL TO NEAL SMITH TRAIL CONNECTOR PROJECT – PHASE 2
SUPPLEMENTAL NO. 1

CLIENT: CITY OF POLK CITY

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

PROJECT: TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE
ADDITION OF CONSTRUCTION SERVICES REQUIRED FOR THE
PROJECT.

DATE: OCTOBER 23, 2023

SCOPE OF SERVICES

Add the following Section:

E. CONSTRUCTION PHASE SERVICES

Construction services will be performed based on the milestones outlined in the Contract Documents and summarized as follows: 25 Working Days

Upon approval of this Supplemental Agreement, the ENGINEER shall provide services as follows:

1. CONSTRUCTION ADMINISTRATION SERVICES

- a. Preconstruction Conference - The ENGINEER shall arrange and conduct a preconstruction conference with the Contractor and CLIENT, to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction. Prior to the preconstruction conference the ENGINEER and CLIENT shall meet to review details of the Contract Documents.
- b. Contractor Payment Requests - The ENGINEER shall review the requests of the Contractor for progress payments and shall approve a request, based on discussions with the CLIENT'S site observations, which authorizes payments and is a declaration that the Contractor's work has progressed to the point indicated.
- c. Notification of Nonconformance - The ENGINEER shall notify the CLIENT of any known work which does not conform to the construction contract and make recommendations to the CLIENT for the correction of nonconforming work. The CLIENT will be responsible for verifying that these recommendations are implemented by the Contractor.
- d. Shop Drawings - The ENGINEER shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
- e. Change Orders - The ENGINEER shall prepare change orders for approval of the CLIENT

- f. Substantially Complete and Final Site Observation - The ENGINEER shall perform a site observation with the CLIENT to determine if the PROJECT is substantially complete according to the plans and specifications. The ENGINEER shall prepare a punchlist of items that the Contractor needs to address prior to project acceptance. The ENGINEER shall make a recommendation to the CLIENT on final payment for the PROJECT.
- g. During the Construction Services Phase, the ENGINEER shall confer with the CLIENT's Project Officer at each construction meeting to report PROJECT status. A written progress report shall be submitted and written in such a way that it is suitable for use as a City Council information item.
- h. If the Contractor exceeds the estimated working days in completing construction of the PROJECT for any of the PROJECT Milestones, or if change orders or PROJECT additions require additional working days, the ENGINEER will be compensated for administration and staking services based on established hourly rates and fixed expenses outlined in the Professional's Standard Fee Schedule (Exhibit 'B').
- i. Final Acceptance - It is understood that the CLIENT will accept any portion of the PROJECT only after recommendation by the ENGINEER. Final acceptance of the PROJECT by the CLIENT shall not be deemed to release the Contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the ENGINEER for liability of design.
- j. The ENGINEER will attend seven (7) weekly construction meetings during construction and prepare meeting minutes to be distributed to the CLIENT and Contractor.

2. CONSTRUCTION OBSERVATION

Construction Observation services for the project shall be performed by the CLIENT.

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which the ENGINEER could perform upon request on an hourly basis based on the firm's current Standard Fee Schedule with a Not-To-Exceed maximum amount. These services may be added to the Agreement with written direction from the City Manager or Public Works Director, on an individual line-item basis.

- a. Full time construction observation services for grading.
- b. Full time construction observation services for water main and services.
- c. Full time construction observation services for storm sewer pipe installation, intakes, and manholes.
- d. Full time construction observation services for subgrade preparation, subbase placement, coreout and fabric placement.
- e. Full time construction observation services for pavement related items including placement, form setting, string line setting, and joint cutting and sealing.
- f. Full time construction observation for surface restoration, seeding, finish grading, and curb backfill.

3. CONSTRUCTION SURVEY

Construction staking services for the project as outlined below for the above referenced project. Re-staking services shall be reimbursed by the Contractor. Additional staking of items not included in the plans or scope shall be considered extra services. Said extra services will be performed on an hourly basis in accordance with Snyder & Associates, Inc.'s current, Standard Fee Schedule. The construction staking items included in this Supplemental Agreement No. 1 are as follows:

- a. Project site horizontal and vertical control point verification and setup (Horizontal and vertical control points will be available for the grading and building contractor for machine control).
- b. Existing pavement removals, clearing limits and temporary construction easements or grading limits (Every 150' and points of deflection).
- c. Trail grade (Offsets staked on 50' intervals. Offsets to a single edge with elevation).
- d. Trail Pavement (Paving hubs staked on 50' intervals. Offsets to a single edge with elevations).
- e. The above scope of services includes six (6) site visits for construction survey.

G. FEES

The fees for Engineering Services shall be as described below.

Construction Services:

1. Construction Administration	\$8,000
2. <u>Construction Staking</u>	<u>\$7,500</u>

TOTAL FEES FOR CONSTRUCTION SERVICES **\$15,500**

AMENDMENT TO ENGINEERING SERVICES AGREEMENT

This amendment is to the agreement made between

The City of Polk City, Iowa

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

Polk City High Trestle Trail to Neal Smith Trail Connector Project – Phase 2

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

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

See Attached Exhibit "A"

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

See Attached Exhibit "A"

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

See Attached Exhibit "A"

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

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

FOR CLIENT

FOR SNYDER & ASSOCIATES, INC.

City of Polk City, Iowa
CLIENT NAME

10/19/2023

DATE

DATE

ROUTE EXECUTED COPY TO: Travis Thornburgh

EXHIBIT 'A'
HIGH TRESTLE TRAIL TO NEAL SMITH TRAIL CONNECTOR PROJECT – PHASE 2
SUPPLEMENTAL NO. 1

CLIENT: CITY OF POLK CITY

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

PROJECT: TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH THE
ADDITION OF CONSTRUCTION SERVICES REQUIRED FOR THE
PROJECT.

DATE: OCTOBER 23, 2023

SCOPE OF SERVICES

Add the following Section:

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- c. Full time construction observation services for storm sewer pipe installation, intakes, and manholes.
- d. Full time construction observation services for subgrade preparation, subbase placement, coreout and fabric placement.
- e. Full time construction observation services for pavement related items including placement, form setting, string line setting, and joint cutting and sealing.
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Construction staking services for the project as outlined below for the above referenced project. Re-staking services shall be reimbursed by the Contractor. Additional staking of items not included in the plans or scope shall be considered extra services. Said extra services will be performed on an hourly basis in accordance with Snyder & Associates, Inc.'s current, Standard Fee Schedule. The construction staking items included in this Supplemental Agreement No. 1 are as follows:

- a. Project site horizontal and vertical control point verification and setup (Horizontal and vertical control points will be available for the grading and building contractor for machine control).
- b. Existing pavement removals, clearing limits and temporary construction easements or grading limits (Every 150' and points of deflection).
- c. Trail grade (Offsets staked on 50' intervals. Offsets to a single edge with elevation).
- d. Trail Pavement (Paving hubs staked on 50' intervals. Offsets to a single edge with elevations).
- e. The above scope of services includes six (6) site visits for construction survey.

G. FEES

The fees for Engineering Services shall be as described below.

Construction Services:

1. Construction Administration	\$8,000
2. <u>Construction Staking</u>	<u>\$7,500</u>

TOTAL FEES FOR CONSTRUCTION SERVICES **\$15,500**



City of Polk City, Iowa

City Council Agenda Communication

Date: October 23, 2023 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Cable Television Regulations Ordinance Amendment

BACKGROUND: On Monday the City Council will have the 2nd reading for an amendment to the City's Cable Television regulations ordinance. The proposed change is for Mediacom to install vaults rather than pedestals in the City ROW. Vaults have a much cleaner look to them, and we are recommending that Mediacom install them wherever possible.

ALTERNATIVES: Do not approve the Ordinance

FINANCIAL CONSIDERATIONS: There are no financial considerations for this amendment to the Ordinance.

RECOMMENDATION: It is my recommendation that the Council approve the 2nd reading on Monday, October 23, 2023.

ORDINANCE NO. 2023-8100

**AN ORDINANCE AMENDING CHAPTER 115, CABLE TELEVISION
REGULATIONS**

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

Section 1. Chapter 115, Cable Television Regulations, Section 115.12, Installation and Maintenance of Property of the Grantee, is hereby amended by adopting the underlined language:

115.12 INSTALLATION AND MAINTENANCE OF PROPERTY OF THE GRANTEE. During the term of the franchise, the property of the Grantee shall be constructed, operated, maintained, repaired, replaced, renewed, reconstructed, and removed in accordance with generally accepted engineering principles so as not to endanger or interfere with the lives of persons or to interfere with improvements which the City may deem proper to make or to unnecessarily hinder or obstruct pedestrian or vehicular traffic or use of public property or private property. Grantee shall install utility vaults rather than pedestals in all instances where such installation is possible.

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

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

PASSED AND APPROVED this ____ of _____ 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

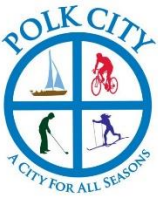
First Reading:

Second Reading:

Third Reading: _

Date Adopted: __

Date of Publication:



City of Polk City, Iowa City Council Agenda Communication

Date: September 11, 2023
To: Mayor Karsjen & City Council
From: Chief Jeremy Siepker
Subject: Update Municipal Code 69.12 Snow Ordinance

BACKGROUND: The following is a proposal to update the language in the Winter Parking Municipal Code 69.12. I have been finding that the current language has caused confusion and misinterpretation for many and it limits our ability to enforce a parking ban if the snow accumulation has not yet reached one inch and public works has already begun removal efforts.

I recommend that we change the current Winter Parking code to read as follows:

69.12 SNOW ORDINANCE. To facilitate snow and ice removal operations, the Police Chief or his/her designee may declare the Snow Ordinance to be in effect. No person shall park, abandon, or leave unattended any vehicle on any public street, alley or on-street parking within the City when the Snow Ordinance is in effect. No person shall park, abandon, or leave unattended any vehicle on any parking spaces within the Town Square business district from 2 a.m. to 6 a.m. when the Snow Ordinance is in effect. Violation of this section shall result in a scheduled fine as set forth in Chapter 70 of this Code.

ALTERNATIVES: Do not make any changes to the current chapter 69.12 code.

FINANCIAL CONSIDERATIONS: There are no financial considerations in the recommendation.

RECOMMENDATION: It is my recommendation to update the language to chapter 69.12 Snow Ordinance as outlined above.

ORDINANCE NO. 2023-9600

**AN ORDINANCE AMENDING CHAPTER 69 PARKING REGULATIONS,
SECTION 69.11 SNOW ORDINANCE**

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

Section 1. Chapter 69, of the Polk City Code of Ordinances; Parking Regulations, Section 69.12, Winter Parking, is hereby amended by deleting said section and inserting the following:

69.12 SNOW ORDINANCE. To facilitate snow and ice removal operations, the Police Chief or his/her designee may declare the Snow Ordinance to be in effect. No person shall park, abandon, or leave unattended any vehicle on any public street, alley or on-street parking within the City when the Snow Ordinance is in effect. No person shall park, abandon, or leave unattended any vehicle on any parking spaces within the Town Square business district from 2 a.m. to 6 a.m. when the Snow Ordinance is in effect. Violation of this section shall result in a scheduled fine as set forth in Chapter 70 of this Code.

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

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

PASSED AND APPROVED this ____ of _____ 2023.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

First Reading:

Second Reading:

Third Reading: __

Date Adopted: __

Date of Publication: