

Agenda -Notice of Meeting

Polk City | City Council

October 24, 2022 | 6:00 pm

City Hall Council Chambers

Public Meeting participation in person or via phone

Call in # 515-726-3598 Participant Code 535355

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

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

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

Steve Karsjen | Mayor

Ron Anderson | Pro Tem

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

1. Call to Order

2. Roll Call

3. Approval of Agenda

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

5. Consent Items

- a. City Council Meeting Minutes for October 10, 2022
- b. City Council Work Session Meeting Minutes for October 10, 2022
- c. Receive and file P&Z Commission Meeting Minutes for October 17, 2022
- d. Claims listing October 24, 2022
- e. September 2022 Finance Report
- f. Resolution 2022-119 approving 28E Agreement for Tobacco Enforcement
- g. Receive and file the September 2022 Fire Department Report
- h. Set pay for Firefighter/EMT new hire, Tyler Pedersen at a rate of \$17.50 per hour
- i. Set pay for Firefighter/EMT new hire, Tyler Ahrens at a rate of \$17.50 per hour
- j. Set pay for Dottie Parsons promotion to EMS Captain with a pay rate of \$24.00 per hour
- k. Set pay for David Llewellyn promotion to EMS Lieutenant with a pay rate of \$18.50 per hour
- l. Set pay for Mike Doyon Firefighter/Paramedic successful completion of six month review period to a pay rate of \$20.95 per hour
- m. Resolution 2022-120 setting Public Hearing for FY 22.23 Budget Amendment
- n. Resolution 2022-121 setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with the Polk City Chamber of Commerce, Including Annual Appropriation Tax Increment Payments
- o. Resolution 2022-122 approving Public Sanitary Sewer Easement across the Johnson Property

6. Business Items

- a. Resolution 2022-123 approving Construction Drawings for Antler Ridge Phase 1 Sanitary Sewer
- b. Purchase Replacement Fire Engine with a down payment of \$175,000 for delivery in FY 25

- c. First Reading of Ordinance 2022-2400 amending Chapter 75, Polk city Municipal Code, Regarding the use of All-Terrain Vehicles and Off-Road Utility Vehicles within the City
- d. Second Reading of Ordinance 2022-2300 rezoning Holly Woods from R-2 and R-2A to R-1, Single Family Residential

7. Reports & Particulars

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

8. Adjournment

--next meeting date November 14, 2022

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m. October 10, 2022
City Hall – Council Chambers

Polk City, City Council held a meeting in the City Hall Council Chambers with public participation in person and via phone at 6:00 p.m., October 10, 2022. The agenda was posted at the City Hall office as required by law.

These tentative minutes reflect all action taken at the meeting.

1. **Call to Order** | Mayor Karsjen called the meeting to order at 6:00 p.m.
2. **Roll Call** | Walters, Dvorak, Anderson, Vogel, Sarchet | In attendance
3. **MOTION:** A motion was made by Dvorak and seconded by Walters to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Public Hearing**
 - a. Mayor Karsjen opened the Public Hearing on the proposed rezoning petition for Holly Woods at 6:00 pm. City Clerk Coffin, said that the notice was published September 30, 2022, and no comments had been received for or against the proposed rezoning. City Engineering Representative, Kathleen Connor provided a report. No one was present to be heard for or against the proposed rezoning.
MOTION: A motion was made by Sarchet and seconded by Vogel to close the public hearing at 6:02 pm.
MOTION CARRIED UNANIMOUSLY
 - i. **MOTION:** A motion was made by Walters and seconded by Vogel to approve the First Reading of Ordinance 2022-2300 rezoning Holly Woods from R-2 and R-2A to R-1, Single Family Residential
5. **Public Comments** | None
6. **Consent Items** |
 - a. City Council Meeting Minutes for September 26, 2022
 - b. Receive and file Parks Meeting Minutes for October 3, 2022
 - c. Claims listing October 10, 2022
 - d. Receive and file the September 2022 Library Report
 - e. Resolution 2022-115 giving authorization to apply for Firehouse Subs Public Safety Foundation Grant
 - f. Block Party October 29, 2022, 6pm – Midnight with street closure of Westside Drive between Tyler St. and Sunset St.
 - g. Resolution 2022-116 setting Date for Public Hearing on Urban Renewal Plan Amendment
 - h. Resolution 2022-117 approving PA-xx updating Drug Policy
 - i. Receive and file the September 2022 Water Department Report
 - j. Receive and file the September 2022 Parks & Recreation Report
 - k. Acknowledge revision of the Fire Department Policies and Procedures
 - l. Resolution 2022-118 approving Pay Application No. 7 for the N. 3rd Street & Vista Lake Avenue Intersection Improvements in the amount of \$232,324.55
MOTION: A motion was made by Vogel and seconded by Dvorak to approve the consent agenda items
MOTION CARRIED UNANIMOUSLY
7. **Business Items**
 - a. **MOTION:** A motion was made by Anderson and seconded by Sarchet to authorize purchase of Police Department K9 vehicle replacement not to exceed \$35,000
MOTION CARRIED UNANIMOUSLY
 - b. **MOTION:** A motion was made by Anderson and seconded by Vogel to approve Snyder & Associates August 2022 Engineering Services Invoice in the amount of \$28,613.50
YES: Vogel, Sarchet, Dvorak, Anderson
ABSTAIN: Walters
MOTION CARRIED

8. **Mayor Proclamation** | Mayor Karsjen proclaimed October 16-22, 2022, as National Friends of Libraries Week

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

- Fire Chief Hogrefe shared the Public Safety Golf Outing event Wednesday October 12, 2022 and a drive-thru pancake breakfast fundraiser Saturday October 15, 7-10am
- Parks & Recreation Director Thraen invited everyone to the recently opened Lost Lakes Estate park to see the new playground equipment. He said there are still some minor items that needed finished up like landscaping, grass seed and the park sign, but he said the neighborhood kids have already been out and enjoying it.
- Council Member Anderson asked staff to follow up with Metro Net on complaints he has been receiving.
- Council Member Sarchet said Lost Lake playground is an exciting addition to the neighborhood. He said he attended an expanded Festival committee meeting with Go Polk City Director, Monica Converse and is excited for planning next year's event.
- Mayor Karsjen said he was excited to submit a letter to the Polk City Newsletter. He said it is exciting to see the good progress with Scooters, Home State Bank and Casey's.

10. **Adjournment**

MOTION: A motion was made by Anderson and seconded by Vogel to adjourn at 6:13 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date –October 24, 2022

Attest

Jenny Coffin, City Clerk

Steve Karsjen, Mayor

MEETING MINUTES
The City of Polk City
Work Session
5:00 p.m., Monday, October 10, 2022
City Hall Council Chambers

A Council Work Session was held on October 10, 2022 at 5:00 p.m. at the City Hall Council Chambers in Polk City, Iowa.

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

City Manager Huisman reviewed Hotel Motel Tax allocations since 2015. Mayor and Council discussed participation with Bravo and Catch Des Moines.

City Manager Huisman discussed a lease option with the Army Corps of Engineers for an extension of the current sports complex. Mayor and Council discussed possible uses for the extended space.

Motion was made by Walters and seconded by Anderson to Adjourn at 5:50 p.m.

Motion carried Unanimously.

Steve Karsjen, Mayor

Jenny Coffin, City Clerk

MEETING MINUTES
The City of Polk City
Planning and Zoning Commission
6:00 p.m., Monday, October 17, 2022

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on October 17, 2022, 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** | Sires called the meeting to order at 6:00 p.m.
2. **Roll Call** | Hankins, Bowersox, Triplett, Sires, Ohlfest, Pringnitz, Vogel| In attendance
3. **Approval of Agenda**
MOTION: A motion was made by Bowersox and seconded by Triplett to approve the agenda.
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** | None
5. **Approval of Meeting Minutes**
MOTION: A motion was made by Triplett and seconded by Ohlfest to approve P&Z Commission Meeting Minutes for September 19, 2022
MOTION CARRIED UNANIMOUSLY
6. **Leonard Senior Living**
Bryan Schnurr, CEO/Partner for MavenCrux Development reviewed the project details as shown on the Master Plan. Kathleen Connor, City Engineering Representative reviewed her memo regarding the project. Commission Members discussed the project.
The following residents made comments to the Commission regarding the project:
Bruce Lefkow, 1513 Tournament Club Way
Dawn Borwig, 1330 Twelve Oaks Dr.
Gary Mahannah, 313 Maple Dr.
Donita Berkland, 408 Hillcrest
Anthony Capaldo, 417 Hillcrest
Robert Schultz, 404 Hillcrest
DeeDee Godfrey, 509 Adams St.
Laura Conway, 413 Hillcrest
Martin Hug, COO for Agemark provided input regarding operations of the project. Commission Members discussed concerns regarding density and parking
MOTION: A motion was made by Sires and seconded by Hankins to table the discussion until a future P&Z Meeting
MOTION CARRIED UNANIMOUSLY
7. **Reports & Particulars** | None
8. **Adjournment**
MOTION: A motion was made by Triplett and seconded by Pringnitz to adjourn at 7:27 p.m.
MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, November 21, 2022

Attest:

Jenny Coffin - City Clerk

CLAIMS REPORT		
CITY OF POLK CITY	DATED	10/24/2022
VENDOR	REFERENCE	AMOUNT
911 CUSTOM	VEST CARRIER	\$ 412.70
AMAZON BUSINESS	CITY SUPPLIES	\$ 382.02
AMERICAN LEGION POST 232	FALL BAGS GIFT CERTIFICATE	\$ 25.00
ANKENY SANITATION	3RD STREET CLEAN UP	\$ 291.00
ARDICK EQUIPMENT CO.	DOOR LOGO FOR UNIT 217	\$ 130.00
Automatic Systems Co	WELL #5 COMMUNICATION	\$ 338.75
AXON ENTERPRISE INC	TASERS PAYMENT - 1 OF 5	\$ 1,680.00
BAKER & TAYLOR	LIBRARY BOOKS	\$ 666.30
Bound Tree Medical	MEDICAL SUPPLIES	\$ 225.47
BURT DIRTWORKS	WOODHAVEN TRAIL PROJECT REPAIR	\$ 2,800.00
BUSINESS PUBLICATIONS CORP	PUBLICATIONS	\$ 158.84
CANINE TACTICAL	K9 TRAINING	\$ 225.00
CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES	\$ 572.07
CENTURY LINK	PHONE SERVICE	\$ 286.10
CHRISTIAN BROWN	FALL FEST SUPERHERO	\$ 200.00
CITY LAUNDERING	FLOOR MAT SERVICE	\$ 332.23
CITY OF DES MOINES	WRA HOOK-UP	\$ 30,922.05
CITY OF POLK CITY	UB ASSISTANCE OCTOBER 2022	\$ 438.49
CODE 4	BADGES	\$ 1,385.75
CONFLUENCE, INC.	REGIONAL PARK GRADING ESTIMATE	\$ 4,250.00
Custom Awards & Embroidery Inc	PLASTIC SIGNAGE	\$ 28.00
D & K PRODUCTS	ROW RESTORE	\$ 142.50
Delta Dental	CITY DENTAL COVERAGE	\$ 1,425.48
ELECTRONIC ENGINEERING CO.	TWO WAY RADIO INSTALL	\$ 1,179.04
ETECH SOLUTIONS LLC	PHONE GREETING SERVICE REPAIR	\$ 384.45
Ferguson Waterworks	EQUIPMENT REPAIRS	\$ 332.86
FIRST BANK CARD	CITY CREDIT CARD	\$ 5,437.59
GENERAL FIRE & SAFETY	FIRE EXTINGUISHERS UNITS 216/217	\$ 212.00
GET SOME GUNS LLC	UNIFORMS - SHERMAN/WHIPPLE	\$ 111.88
Gurnsey Electric Co	SOCCER FIELD LIGHT REPAIR	\$ 2,862.40
HACH COMPANY	WATER DEPARTMENT SUPPLIES	\$ 107.59
HAWKINS INC	CHLORINE	\$ 514.24
HOME DEPOT	PUBLIC WORKS SUPPLIES	\$ 115.83
HOTSY CLEANING SYSTEMS INC.	PRESSURE SPRAYER REPAIRS	\$ 523.08
I-80 CONCRETE	SHELTER HOUSE CONCRETE REPAIR	\$ 838.75
IOWA CTS CLEANERS	UNIT #22 DETAIL/CASE #22-0265	\$ 75.00
IOWA D.O.T.	SIGN POSTS	\$ 3,168.75
IOWA LAW ENFORCEMENT ACADEMY	CANDIDATE TRAINING	\$ 13,750.00
IOWA ONE CALL	UNDERGROUND LOCATIONS	\$ 245.20
Iowa Prison Industries	CLASS A UNIFORMS	\$ 403.12
JENNY COFFIN	MILEAGE REIMBURSEMENT	\$ 65.64
KARL CHEVROLET	2021 CHEVROLET TAHOE C450-FIRE	\$ 55,838.63
LINDE GAS & EQUIPMENT INC	OXYGEN	\$ 157.95

MATT AICHER	K-9 TRAINING MILEAGE REIMBRSMT	\$ 116.25
MATT MORGAN	FALL FEST SUPERHERO	\$ 200.00
MCCLURE ENGINEERING COMPANY	ENGINEERING REPORT-PAYMENT #2	\$ 8,985.00
MENARD'S	PUBLIC WORKS SUPPLIES	\$ 1,139.81
METRO WASTE AUTHORITY	CONTRACT MANAGEMENT-SEPT 2022	\$ 22,348.42
MICROMARKETING, LLC	BOOKS ON CD	\$ 67.99
MID-IOWA SOLID WASTE EQUIPMENT	STREET SWEEPER - UNIT 408	\$ 1,824.00
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 17,570.43
MIDLAND POWER CO-OP	STREET LIGHTING	\$ 983.55
NAGLE SIGNS	PARK SIGNS-PAYMENT 1 OF 2	\$ 3,509.81
NELSON AUTOMOTIVE	REPAIR PARTS	\$ 54.01
O'Halloran International Inc	INSPECTION/REPAIRS TO #405	\$ 2,124.11
OVERDRIVE INC	DIGITAL AUDIOBOOK	\$ 549.04
PRAIRIE FLOWER HONEY	LIBRARY PROGRAM FEE	\$ 75.00
Quick Supply Co	SOD AREA REPAIRS	\$ 449.15
RACHEL SNYDER	LIBRARY PROGRAM PRESENTATION	\$ 175.00
RUAN, INCORPORATED	T11189-VEHICLE RENT/TITLE FEES	\$ 171.57
STAPLES	CITY OFFICE SUPPLIES	\$ 136.71
STEVE KARSJEN	MILEAGE REIMBURSEMENT	\$ 90.88
TERRACON CONSULTANTS INC	CITY HALL PROJECT-INVOICE #1	\$ 4,842.50
THOMAS BUS SALES, INC	ALUMINUM TRAILER PURCHASE-FIRE	\$ 5,350.00
UNITED HEALTHCARE	HEALTH INSURANCE	\$ 37,734.67
UPHDM OCCUPATIONAL MEDICINE	PHYSICAL - WHIPPLE	\$ 509.00
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 369.30
Walsh Door & Hardware Co	COMMUNITY ROOM DOOR REPAIR	\$ 598.15
WRIGHT EXPRESS FLEET SERVICES	FIRE/POLICE/PUBLIC WORKS FUEL	\$ 4,958.15
Accounts Payable Total		\$ 248,574.25
GENERAL		\$ 83,440.50
ROAD USE		\$ 11,012.16
L.M.I		\$ 438.49
CAPITAL IMPROVEMENTS		\$ 5,133.50
CAPITAL WATER PROJECT		\$ 8,985.00
CAPITAL EQUIPMENT/VEHICLE		\$ 61,188.63
WATER		\$ 14,540.13
SEWER		\$ 41,487.42
SOLID WASTE/RECYCLING		\$ 22,348.42
TOTAL FUNDS		\$ 248,574.25



POLK CITY - A City For All Seasons -

Monthly Finance Report September 2022

Prepared By:

**Jenny Coffin
City Clerk/Treasurer**

ACCOUNT TITLE	LAST REPORT END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILILTY	ENDING BALANCE
001 GENERAL	3,254,056.06	139,868.83	317,212.08	9.92	3,076,722.73
110 ROAD USE	337,857.09	86,929.79	37,541.68	2.64	387,247.84
111 I-JOBS	.00	.00	.00	.00	.00
121 LOCAL OPTION SALES TAX	1,283,096.07	181,202.29	.00	.00	1,464,298.36
125 TIF	326,256.31	12,661.13	.00	.00	338,917.44
135 L.M.I	1,169,168.64	.00	205.34	.00	1,168,963.30
167 PC COMM. LIB TRUST	14,289.34	25.00	.00	.00	14,314.34
177 ASSET FORFEITURE	1,685.81	.00	.00	.00	1,685.81
200 DEBT SERVICE	14,486.99-	13,666.94	.00	.00	820.05-
301 CAPITAL IMPROVEMENTS	6,363,695.69	.00	597,679.41	.00	5,766,016.28
302 CAPITAL WATER PROJECT	611,967.60	.00	6,623.00	.00	605,344.60
303 CAPITAL EQUIPMENT/VEHIC	111,545.78	14,546.59	1,588.04	.00	124,504.33
304 FOUR SEASONS PUB IMPROV	18,000.00	.00	.00	.00	18,000.00
600 WATER	1,669,383.73	244,828.30	141,198.49	2.78	1,773,016.32
610 SEWER	1,517,778.92	167,090.29	124,337.00	2.52	1,560,534.73
670 SOLID WASTE/RECYCLING	48,241.72	31,359.37	30,388.48	.00	49,212.61
740 STORM WATER UTILITY	112,782.72	8,131.52	.00	.00	120,914.24
920 ESCROW	.00	.00	.00	.00	.00
Report Total	16,825,318.49	900,310.05	1,256,773.52	17.86	16,468,872.88

**BANK CASH REPORT
2022**

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 001	Grinnell State Bank						11,449,820.95
110	CHECKING - GENERAL	859,978.88-	136,078.44	320,482.31	1,044,382.75-	41,082.34	
111	CHECKING - ROAD USE	337,857.09	87,275.23	37,884.48	387,247.84	4,453.01	
112	CHECKING - I-JOBS	0.00	0.00	0.00	0.00		
121	CHECKING - EMPLOYEE BENEFIT	0.00	0.00	0.00	0.00		
125	CHECKING - LOCAL OPTION	1,283,096.07	181,202.29	0.00	1,464,298.36		
135	CHECKING - TIF	326,256.31	12,661.13	0.00	338,917.44		
167	CHECKING - L.M.I.	450,125.78	0.00	205.34	449,920.44		
177	CHECKING - PC COMM. LIB TRUST	14,289.34	25.00	0.00	14,314.34		
200	CHECKING - FORFEITURE	1,685.81	0.00	0.00	1,685.81		
301	CHECKING - DEBT SERVICE	14,486.99-	13,666.94	0.00	820.05-		
302	CHECKING - CAPITAL PROJECT	6,363,695.69	0.00	597,679.41	5,766,016.28	4,349.00	
303	CHECKING - CAPITAL WATER PROJ	611,967.60	0.00	6,623.00	605,344.60	6,623.00	
304	CHECKING - CAP EQUIP/VEHICLE	111,545.78	14,546.59	1,588.04	124,504.33		
600	CHECKING	18,000.00	0.00	0.00	18,000.00		
610	CHECKING - WATER UTILITY	1,669,382.73	252,912.36	149,279.77	1,773,015.32	13,478.99	
670	CHECKING - SEWER UTILITY	1,517,777.92	169,459.99	126,704.18	1,560,533.73	43,781.80	
740	CHECKING-SOLID WASTE/RECYCLING	48,241.72	31,589.42	30,618.53	49,212.61	30,388.48	
920	CHECKING	112,782.72	8,180.44	48.92	120,914.24		
	CHECKING - ESCROW BANK ACCOUNT	0.00	0.00	0.00	0.00		
	PENDING CREDIT-CARD DEPOSITS					310,119.13	
	DEPOSITS					15,589.33	
	WITHDRAWALS					2,650.25	
Grinnell State Bank TOTALS		11,992,238.69	907,597.83	1,271,113.98	11,628,722.54	178,901.59-	11,449,820.95
LUANA SAV. BK MM BK#2							
BANK 001	LUANA SAV. BK MM						3,290,461.36
135	Luana Savings Bank - M.M. Acco	2,565,296.24	6,123.26	0.00	2,571,419.50		
	Luana Money Market Account	719,041.86	0.00	0.00	719,041.86		
LUANA SAV. BK MM TOTALS		3,284,338.10	6,123.26	0.00	3,290,461.36	0.00	3,290,461.36
GRINNELL STATE BK- C.D. BK#3							
BANK 001	GRINNELL STATE BK- C.D.						1,084,567.26
	GRINNELL STATE BANK CD	0.00	0.00	0.00	0.00		
	DEPOSITS					1,366.85	
	TRANSFER-OUT					1,085,934.11-	
GRINNELL STATE BK- C.D. TOTALS		0.00	0.00	0.00	0.00	1,084,567.26	1,084,567.26
GRINNELL STATE BK-MM BK#4							
BANK 001	GRINNELL STATE BK-MM						1,549,249.98
	SUPER MONEY MKT II	1,548,302.70	947.28	0.00	1,549,249.98		
GRINNELL STATE BK-MM TOTALS		1,548,302.70	947.28	0.00	1,549,249.98	0.00	1,549,249.98

**BANK CASH REPORT
2022**

BANK NAME FUND GL NAME	AUGUST CASH BALANCE	SEPTEMBER RECEIPTS	SEPTEMBER DISBURSMENTS	SEPTEMBER CASH BALANCE	OUTSTANDING TRANSACTIONS	SEP BANK BALANCE
LUANA SAVINGS BANK CD BK#6 -----						
BANK LUANA SAVINGS BANK CD BK#6 001 LUANA BANK C.D.-1.85%	0.00	0.00	0.00	0.00		

LUANA SAVINGS BANK CD TOTALS	0.00	0.00	0.00	0.00	0.00	0.00
=====						
TOTAL OF ALL BANKS	16,824,879.49	914,668.37	1,271,113.98	16,468,433.88	905,665.67	17,374,099.55
=====						

BUDGET REPORT
CALENDAR 9/2022, FISCAL 3/2023

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	4,112,784.00	317,212.08	1,199,160.97	29.16	2,913,623.03
	ROAD USE TOTAL	699,950.00	37,541.68	133,491.20	19.07	566,458.80
	LOCAL OPTION SALES TAX TOTAL	940,000.00	.00	.00	.00	940,000.00
	TIF TOTAL	534,409.00	.00	.00	.00	534,409.00
	L.M.I TOTAL	60,000.00	205.34	1,753.47	2.92	58,246.53
	DEBT SERVICE TOTAL	932,930.00	.00	1,500.00	.16	931,430.00
	CAPITAL IMPROVEMENTS TOTAL	3,871,000.00	597,679.41	845,512.20	21.84	3,025,487.80
	CAPITAL WATER PROJECT TOTAL	.00	6,623.00	6,623.00	.00	6,623.00-
	CAPITAL EQUIPMENT/VEHICLE TOTA	555,750.00	1,588.04	97,415.18	17.53	458,334.82
	WATER TOTAL	1,616,828.00	141,198.49	398,475.45	24.65	1,218,352.55
	SEWER TOTAL	1,905,843.00	124,337.00	371,049.88	19.47	1,534,793.12
	SOLID WASTE/RECYCLING TOTAL	401,000.00	30,388.48	80,799.71	20.15	320,200.29
	STORM WATER UTILITY TOTAL	115,000.00	.00	1,300.00	1.13	113,700.00
	TOTAL EXPENSES BY FUND	=====	=====	=====	=====	=====
		15,745,494.00	1,256,773.52	3,137,081.06	19.92	12,608,412.94
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 9/2022, FISCAL 3/2023

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,123,926.00	105,485.24	335,896.97	29.89	788,029.03
	CIVIL DEFENSE TOTAL	31,500.00	1,337.63	2,594.71	8.24	28,905.29
	FIRE TOTAL	873,450.00	64,346.17	240,095.21	27.49	633,354.79
	BUILDING/HOUSING TOTAL	548,500.00	16,974.34	133,858.06	24.40	414,641.94
	DOG CONTROL TOTAL	5,100.00	.00	2,874.00	56.35	2,226.00
	PUBLIC SAFETY TOTAL	2,582,476.00	188,143.38	715,318.95	27.70	1,867,157.05
	ROAD USE TOTAL	692,318.00	47,743.34	166,957.05	24.12	525,360.95
	STREET LIGHTING TOTAL	60,000.00	5,087.66	15,160.28	25.27	44,839.72
	PUBLIC WORKS TOTAL	752,318.00	52,831.00	182,117.33	24.21	570,200.67
	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	417,760.00	33,741.58	108,857.41	26.06	308,902.59
	PARKS TOTAL	377,395.00	35,938.69	147,847.28	39.18	229,547.72
	COMMUNITY CENTER TOTAL	15,600.00	237.52	2,785.75	17.86	12,814.25
	CULTURE & RECREATION TOTAL	810,755.00	69,917.79	259,490.44	32.01	551,264.56
	TIF/ECON DEV TOTAL	416,009.00	205.34	1,753.47	.42	414,255.53
	COMMUNITY & ECONOMIC DEV TOTA	416,009.00	205.34	1,753.47	.42	414,255.53
	MAYOR COUNCIL TOTAL	97,038.00	9,932.68	32,041.11	33.02	64,996.89
	POLICY ADMINISTRATION TOTAL	156,247.00	10,115.81	35,839.62	22.94	120,407.38
	CITY ATTORNEY TOTAL	60,500.00	14,619.50	23,844.50	39.41	36,655.50
	CITY HALL TOTAL	78,600.00	5,643.60	73,475.22	93.48	5,124.78
	OTHER CITY GOVERNMENT TOTAL	157,800.00	3,550.00	10,525.00	6.67	147,275.00
	GENERAL GOVERNMENT TOTAL	550,185.00	43,861.59	175,725.45	31.94	374,459.55
	DEBT SERVICE TOTAL	932,930.00	.00	1,500.00	.16	931,430.00
	DEBT SERVICE TOTAL	932,930.00	.00	1,500.00	.16	931,430.00
	POLICE TOTAL	75,750.00	1,588.04	63,974.38	84.45	11,775.62
	FIRE TOTAL	135,000.00	.00	.00	.00	135,000.00
	OTHER PUBLIC WORKS TOTAL	345,000.00	.00	33,440.80	9.69	311,559.20
	CAPITAL IMPROVEMENT TOTAL	3,871,000.00	597,679.41	845,512.20	21.84	3,025,487.80
	WATER UTILITY TOTAL	.00	6,623.00	6,623.00	.00	6,623.00

BUDGET REPORT
CALENDAR 9/2022, FISCAL 3/2023

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CAPITAL PROJECTS TOTAL	4,426,750.00	605,890.45	949,550.38	21.45	3,477,199.62
	WATER UTILITY TOTAL	1,367,950.00	141,198.49	398,475.45	29.13	969,474.55
	SEWER UTILITY TOTAL	1,725,843.00	124,337.00	371,049.88	21.50	1,354,793.12
	RECYCLING TOTAL	401,000.00	30,388.48	80,799.71	20.15	320,200.29
	STORM WATER TOTAL	115,000.00	.00	1,300.00	1.13	113,700.00
	ENTERPRISE FUNDS TOTAL	3,609,793.00	295,923.97	851,625.04	23.59	2,758,167.96
	TRANSFER TOTAL	1,662,278.00	.00	.00	.00	1,662,278.00
	TRANSFER OUT TOTAL	1,662,278.00	.00	.00	.00	1,662,278.00
	TOTAL EXPENSES	15,745,494.00	1,256,773.52	3,137,081.06	19.92	12,608,412.94

REVENUE REPORT
CALENDAR 9/2022, FISCAL 3/2023

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,192,028.00	139,868.83	371,024.74	8.85	3,821,003.26
	ROAD USE TOTAL	700,000.00	86,929.79	202,136.54	28.88	497,863.46
	LOCAL OPTION SALES TAX TOTAL	940,000.00	181,202.29	340,444.59	36.22	599,555.41
	TIF TOTAL	534,409.00	12,661.13	35,318.68	6.61	499,090.32
	L.M.I TOTAL	118,400.00	.00	.00	.00	118,400.00
	PC COMM. LIB TRUST TOTAL	.00	25.00	190.00	.00	190.00-
	DEBT SERVICE TOTAL	932,930.00	13,666.94	14,375.65	1.54	918,554.35
	CAPITAL IMPROVEMENTS TOTAL	3,490,000.00	.00	.00	.00	3,490,000.00
	CAPITAL WATER PROJECT TOTAL	370,000.00	.00	370,891.66	100.24	891.66-
	CAPITAL EQUIPMENT/VEHICLE TOTA	555,750.00	14,546.59	42,162.53	7.59	513,587.47
	WATER TOTAL	1,639,100.00	244,828.30	615,715.32	37.56	1,023,384.68
	SEWER TOTAL	1,909,000.00	167,090.29	498,424.70	26.11	1,410,575.30
	SOLID WASTE/RECYCLING TOTAL	401,000.00	31,359.37	93,178.39	23.24	307,821.61

REVENUE REPORT
CALENDAR 9/2022, FISCAL 3/2023

PCT OF FISCAL YTD 25.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	STORM WATER UTILITY TOTAL	115,000.00	8,131.52	23,516.20	20.45	91,483.80
	TOTAL REVENUE BY FUND	=====	=====	=====	=====	=====
		15,897,617.00	900,310.05	2,607,379.00	16.40	13,290,238.00
		=====	=====	=====	=====	=====

BALANCE SHEET
CALENDAR 9/2022, FISCAL 3/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CHECKING - GENERAL	184,403.87-	1,044,382.75-
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	49,390.75	387,247.84
111-000-1110	CHECKING - I-JOBS	.00	.00
121-000-1110	CHECKING - LOCAL OPTION	181,202.29	1,464,298.36
125-000-1110	CHECKING - TIF	12,661.13	338,917.44
135-000-1110	CHECKING - L.M.I.	205.34-	449,920.44
167-000-1110	CHECKING - PC COMM. LIB TRUST	25.00	14,314.34
177-000-1110	CHECKING - FORFEITURE	.00	1,685.81
200-000-1110	CHECKING - DEBT SERVICE	13,666.94	820.05-
301-000-1110	CHECKING - CAPITAL PROJECT	597,679.41-	5,766,016.28
302-000-1110	CHECKING - CAPITAL WATER PROJ	6,623.00-	605,344.60
303-000-1110	CHECKING - CAP EQUIP/VEHICLE	12,958.55	124,504.33
304-000-1110	CHECKING	.00	18,000.00
600-000-1110	CHECKING - WATER UTILITY	103,632.59	1,773,015.32
600-000-1805	ACCUM. DEPR. - WATER	.00	.00
610-000-1110	CHECKING - SEWER UTILITY	42,755.81	1,560,533.73
610-000-1805	ACCUM. DEPR. - SEWER	.00	.00
670-000-1110	CHECKING-SOLID WASTE/RECYCLING	970.89	49,212.61
740-000-1110	CHECKING	8,131.52	120,914.24
920-000-1110	CHECKING - ESCROW BANK ACCOUNT	.00	.00
	CHECKING TOTAL	363,516.15-	11,628,722.54
600-000-1111	WAT.SINKING/CKG	.00	.00
610-000-1111	SEWER SINKING FUND	.00	.00
	WATER SINKING TOTAL	.00	.00
600-000-1112	WATER TRUST CHECKING	.00	.00
610-000-1112	SEW.IMPR.CHECKING	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1113	WAT.IMPR/CHECKING	.00	.00
610-000-1113	79 SANITARY SEWER DISTRICT	.00	.00
	CHECKING TOTAL	.00	.00
600-000-1115	Water Holding Account	.00	.00
	TOTAL	.00	.00

BALANCE SHEET
CALENDAR 9/2022, FISCAL 3/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1120	LIBR.PETTY CASH	.00	35.00
600-000-1120	WATER PETTY CASH	.00	.00
	PETTY CASH TOTAL	----- .00	----- 35.00
001-000-1121	GENERAL PETTY CASH	.00	100.00
	PETTY CASH TOTAL	----- .00	----- 100.00
001-000-1122	PETTY CASH-POLICE	.00	300.00
	PETTY CASH-POLICE TOTAL	----- .00	----- 300.00
001-000-1150	GENERAL RESERVE IPAIT A/C	.00	1.00
125-000-1150	TIF RESERVE IPAIT A/C	.00	.00
135-000-1150	LMI - IPAIT Account	.00	1.00
200-000-1150	DEBT/TIF/CHECKING	.00	.00
301-000-1150	TIF SPECIAL REVENUES	.00	.00
600-000-1150	WATER FUND IPAIT A/C	.00	1.00
610-000-1150	SEWER FUND IPAIT A/C	.00	1.00
	CHECKING TOTAL	----- .00	----- 4.00
001-000-1151	GENERAL INVESTMENT	.00	.00
600-000-1151	WATER RESERVE INVESTMENT	.00	.00
610-000-1151	Sewer Fund CD	.00	.00
	SAVINGS TOTAL	----- .00	----- .00
600-000-1152	WATER TRUST INVESTMT.	.00	.00
	WATER TRUST INVESTMENT TOTAL	----- .00	----- .00
001-000-1160	SUPER MONEY MKT II	947.28	1,549,249.98
110-000-1160	SAVINGS	.00	.00
125-000-1160	SAVINGS	.00	.00
	SUPER MONEY MKT II TOTAL	----- 947.28	----- 1,549,249.98
001-000-1161	GRINNELL STATE BANK CD	.00	.00
610-000-1161	Polk County Bank CD	.00	.00
	GRINNELL STATE BANK CD TOTAL	----- .00	----- .00

BALANCE SHEET
CALENDAR 9/2022, FISCAL 3/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1162	LUANA BANK C.D. -1.85%	.00	.00
	TOTAL	----- .00	----- .00
001-000-1163	Luana Savings Bank - M.M. Acco	6,123.26	2,571,419.50
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	----- 6,123.26	----- 3,290,461.36
600-000-1220	ACCOUNTS RECEIVABLE	.00	.00
610-000-1220	ACCOUNTS RECEIVABLE	.00	.00
	TOTAL	----- .00	----- .00
	TOTAL CASH	=====	=====
		356,445.61-	16,468,872.88
		=====	=====



City of Polk City, Iowa

City Council Agenda Communication

Date: October 11, 2022
To: Mayor Karsjen & City Council
From: Chief Jeremy Siepker
Subject: 28-E Agreement for Tobacco, Alt Nicotine and Vapor Product Enforcement

BACKGROUND: The Polk City Police Department has participated in the Iowa Alcoholic Beverages Division (ABD) Tobacco Product Enforcement since 2015. This enforcement includes annual compliance checks at the business in Polk City that sell tobacco products. The attached 28-E Agreement is for FY23.

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

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

RECOMMENDATION: It is my recommendation that the Police Department continues to participate in the ABD Tobacco Enforcement program and enter into the 28-E agreement for FY23.

RESOLUTION NO. 2022-119

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

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

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

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

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

DATED this 24 day of October 2022.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk

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

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2022 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Polk City Police Department (The “Department”). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 **Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Health and Human Services to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 **Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Polk City Police Department

309 W. Van Dorn Street - P.O. Box 381, Polk City, Iowa 50226

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2023, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 **Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2022.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2023**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2022 business year, but not before October 1, 2022. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2022 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2023**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2023**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) will not allow underage purchasers under the age of sixteen to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.
- 5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.
- 5.1.5 Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- 5.1.7 Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 Responsibilities of the ABD.

- 5.2.1 Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.2 Payment.** The ABD shall pay the Department in the manner described in Section 6.
- 5.2.3 Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative

nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

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

SECTION 6. PAYMENT TO DEPARTMENT.

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

6.2 Eligible Claims. Compliance checks that are conducted on or after **October 1, 2022** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

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

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

6.3.2 Payment in Arrears. The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

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

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

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

SECTION 10. TERMINATION.

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

10.2 Termination Due to Lack of Funds or Change in the Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

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

SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to

receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department: Chief Trace Kendig
Polk City Police Department
309 W. Van Dorn Street - P.O. Box 381
Polk City, Iowa 50226
Email: tkendig@polkcityia.gov

13.11 Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.

13.12 Severability. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

13.13 Time is of the Essence. Time is of the essence with respect to the performance of the terms of the Agreement.

13.14 Authorization. Each party to the Agreement represents and warrants to the other that:

13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.

13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.15 Successors in Interest. All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

13.16 Record Retention and Access. The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

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

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

SECTION 14. EXECUTION.

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

By Alcoholic Beverages Division

DeMario A. Luttrell
Regulatory Compliance Bureau Chief

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date

Polk City



City of Polk City, Iowa

City Council Agenda Communication

Date: October 24, 2022
To: Mayor, City Council, and City Manager
From: Karla Hogrefe – Fire Chief
Subject: September 2022 Monthly Report

BACKGROUND: There were 77 calls for service the month of September, which was 6 calls up from August. We had paramedic coverage 24 nights out of 30. Ten of those nights were covered by our Full Time FF/Paramedic Mike Doyon. Three of those were covered by Chief. We had Paramedic coverage three out of four Friday nights and three out of four Saturday nights. There were six shifts that our two full time members picked up for overtime. Chief had to cover 7 shifts due to shortages. B-Shift remains short as it is our shift that does not have a full time FF/Paramedic. There were 4 calls that we did not have staffing for.

Our full-time member, Riley Noggle, ran as a third and got some good ALS calls. She got cleared from the Medical Director and is officially cleared to run independently as a Paramedic.

POC Member, Justin McKay, successfully passed his EMT testing and is currently waiting for his certification from the State. He continues to ride as a third person for EMT orientation.

We interviewed two Firefighter/EMTs this month and offered them both contingent offer letters.

Polk City hosted the Metro Fire Chief's Lunch and Polk County Fire Chief's dinner meetings in September. On September 20th, Chief went to talk to the DMACC Paramedic class about the Polk City fire department and one of our applicants came from that visit. Also, on the 20th, the association had a summer picnic held at Big Creek.

We conducted 3 training classes during September. September 6 – EMS Training MCI Scenarios with 2 hours of continuing education. September 13 – Fire training – RIT/Multi-Company drills. September – 27 EMS training – Neuro/seizures with two hours of continuing education.

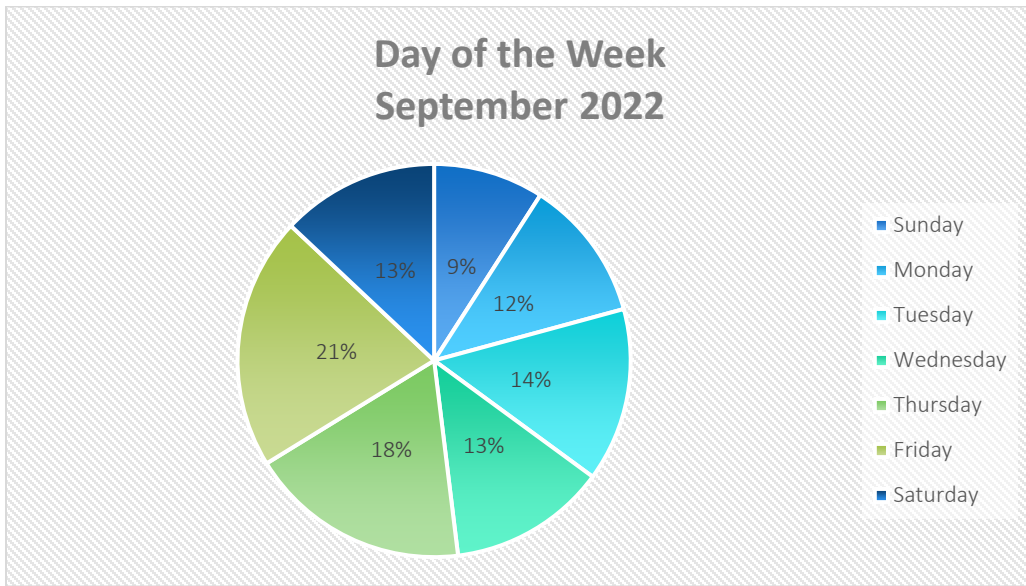


The photos above are from the RIC/Multi-Company Drills.

On September 14th we gave Calvin a ride to school and ushered him into class. The crew also brought donuts in for his classmates. Calvin won the summer reading program prize from the Library. It also happened to be Calvin's 7th birthday!



The busiest call volume day, in September, was Monday and Friday at 16 calls for service:



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
7	9	11	10	14	16	10	77

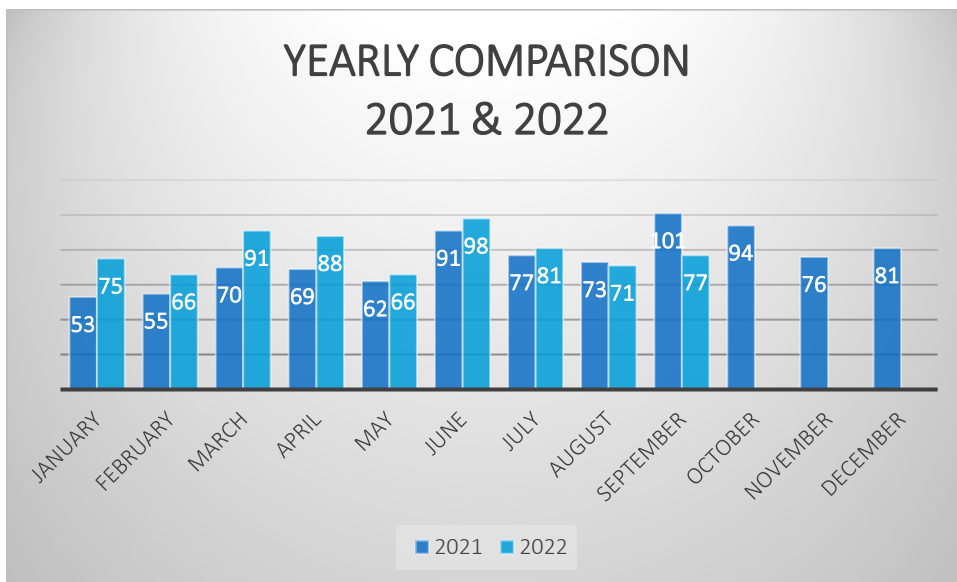
55 calls were during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM). 22 calls were during the night shift, between 18:00 hours (6:00 PM) and 06:00 hours (6:00 AM):



The “Incident Type” of calls was predominately EMS related and assisting our mutual aid departments.



September 2022 had 24 less calls for service than September 2021. Year-to-date we are 96 calls for service ahead of last year.





City of Polk City, Iowa

City Council Agenda Communication

Date: October 24, 2022
To: Mayor, City Council and City Manager
From: Karla Hogrefe – Fire Chief
Subject: New PT Hire Pay Rate Approval

BACKGROUND: We have the opportunity to hire a part-time Firefighter/EMT, Tyler Pedersen. Tyler attended DMACC for his certifications and is eager to get on a department. He recently got hired as a POC at Windsor Heights fire department. Tyler is currently in the Paramedic program at DMACC and is anxious to start using his skills. The smaller community appeals to Tyler and he looks forward to the growth of our department and being a part of that growth.

ALTERNATIVES: None

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

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

Tyler Pedersen, part-time Firefighter/EMT position at a rate of \$17.50 per hour.



City of Polk City, Iowa City Council Agenda Communication

Date: October 24, 2022
To: Mayor, City Council and City Manager
From: Karla Hogrefe – Fire Chief
Subject: New PT Hire Pay Rate Approval

BACKGROUND: We have the opportunity to hire a part-time Firefighter/EMT, Tyler Ahrens. Tyler has been a Firefighter/EMT at Saylor FD for 3 years. He still works for Saylor and wants to gain more experience while trying to make this a career. He knows that there could be some opportunities and growth in the future at Polk City FD and would like to start serving our community.

ALTERNATIVES: None

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

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

Tyler Ahrens, part-time Firefighter/EMT position at a rate of \$17.50 per hour.



City of Polk City, Iowa

City Council Agenda Communication

Date: October 24, 2022 - City Council Meeting
To: Mayor Steve Karsjen, City Council, & City Manager
From: Fire Chief - Karla Hogrefe
Subject: EMS Captain Promotion

BACKGROUND: The Fire Department has had an opening for EMS Captain since June. We are prepared to fill this position with Firefighter/Paramedic Dottie Parsons. Dottie has been the EMS Lieutenant since July and has proved herself by going above and beyond in this position. Dottie was already filling most of the obligations of the Captain, so it is only fitting that she is promoted to the Captain position.

ALTERNATIVES: Do not approve the change.

FINANCIAL CONSIDERATIONS: Dottie's pay will go up \$1.00 per hour to \$24.00 and she 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 24, 2022 - City Council Meeting
To: Mayor Steve Karsjen, City Council, & City Manager
From: Fire Chief - Karla Hogrefe
Subject: EMS Lieutenant Promotion

BACKGROUND: The Fire Department has filled the EMS Captain position, promoting Dottie Parsons, from the EMS Lieutenant. This leaves an EMS Lieutenant position open. In July we interviewed multiple applicants for promotion and three remained on the list. We are prepared to fill this position with the promotion of Firefighter/EMT David Llewellyn. David has been on the department since November of 2021. He is always willing to help and has volunteered, prior to this officer appointment, to help with the onboarding and orientation process. David is looking forward to continuing to assist with the betterment of the department.

ALTERNATIVES: Do not approve the change.

FINANCIAL CONSIDERATIONS: David's pay will go up \$1.00 per hour to \$18.50 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 24, 2022
To: Mayor, City Council, & City Manager
From: Karla Hogrefe - Fire Chief
Subject: Full-Time Pay Increase Approval

BACKGROUND: Full-time Firefighter/Paramedic Michael Doyon is eligible for his 6-month review pay increase. Mike continues to do a great job and does a lot for the department. He is very deserving of this pay increase. Mike currently makes \$19.95 per hour.

ALTERNATIVES: N/A

FINANCIAL CONSIDERATIONS: Increase Mike's pay from \$19.95 per hour to \$20.95 per hour, which is a 5% pay increase.

RECOMMENDATION: I recommend a pay increase for Mike Doyon to be approved for a 5% increase effective at the start of the next pay period, October 31, 2022.



City of Polk City, Iowa

City Council Agenda Communication

Date: October 24, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Set public hearing for FY23 budget amendment #1

BACKGROUND: On Monday, the City Council will set a public hearing for a budget amendment for the Fiscal Year 23 (July 1, 2022-June 30, 2023). The proposed amendment includes amending for \$200,750 in revenue, and \$1,189,358 in expenditures. The City plans to utilize some fund balance cash to offset the additional expenses proposed in the amendment. Explanation for each adjustment is as follows:

Revenue:

1. Amend for police donations from the Polk City Community Foundation in the amount of \$23,500
2. Amend for park donations in the amount of \$10,000 from the Polk City Friends of the Parks
3. Amend for park refunds in the amount of \$17,250 for revenue from insurance for wind damage at the Sports Complex
4. Amend for proceeds from sale/insurance in the amount of \$50,000. \$15,000 is revenue from the sale of the Fire Department enclosed trailer, \$35,000 from insurance for police vehicle.
5. Amend for transfers into the Capital Fund water fund for \$100,000. I am estimating approximately \$100,000 in engineering fees for the Water Tower project, which will be paid for with water revenue. I will re-evaluate this expense in the spring of 2023, which is we will more than likely prepare a 2nd budget amendment.

Expenses:

1. Amend for police training costs in the amount of \$18,400. This is the total amount to send 2 police officers to the police academy.
2. Amend for fire overtime/shift pay in the amount of \$25,000.
3. Amend for Fire insurance in the amount of -\$25,000, which offsets the increased amount to the fire overtime budget.
4. Amend library programs in the amount of \$5,000 (\$2,500 adult & \$2,500 children) for a grant the library received for additional programming.
5. Amend for Parks Sports Complex expenses in the amount of \$17,250 due to the wind damage at this park. The City received \$17,250 from insurance for this expense.
6. Amend Leonard Park expenses in the amount of \$10,000, for the new shade structure. This expense will be offset with a donation from the Friends of the Parks donation.

7. Amend for contributions/payments to other agencies in the amount of \$51,000. The city received incorrect hotel/motel tax money in FY22, and we had to return the money to the State of Iowa, which counts as an expenditure.
8. Amend for capital projects-lost lakes park in the amount of \$106,000. This expense was included in the FY22 budget, however, not completed before June 30th.
9. Amend for capital projects Bridge Road water main loop in the amount of \$75,000. Again, this expense was included in the FY22 budget, however, not completed prior to June 30, 2022.
10. Amend for Water Tower project in the amount of \$100,000. I am estimating the cost of engineering for this fiscal year. Construction for the water tower will not begin until next fiscal year. This expense will be paid for with water revenue.
11. Amend for police capital equipment in the amount of \$83,500. This includes a \$48,500 donation from the Polk City Community Foundation (\$25,000 received in FY22, \$23,500 received in FY23) for a new vehicle lease. The remaining \$35,000 expense is an estimated cost for a used K-9 vehicle, which will be funded through insurance revenue.
12. Amend for Fire Capital equipment in the amount of \$180,500. The city plans to purchase a new engine, and we have researched that if we place a down payment on the engine, the cost will be reduced. The city had set aside \$175,000 for the fire engine last fiscal year for the future purchase. The remaining \$5,500 is a trailer to replace the enclosed trailer recently sold.
13. Amend for Transfers out in the amount of \$100,000 from the water fund to the capital fund for the water tower project.
14. Amend for miscellaneous contract work in the amount of \$332,708. This expense is a true non-budgeted for item to extend sanitary sewer to Highway 415 for future commercial development. The City Council will be discussing a potential development agreement with Antler Ridge to extend the sanitary sewer.
15. Amend for the Storm Water Best managed practices program in the amount of \$10,000. This program was recently approved by the City Council to reimburse residents with storm water money for storm quality programs completed on private property.

ALTERNATIVES: Do not set the public hearing for the proposed budget amendment

FINANCIAL CONSIDERATIONS: The financial considerations for this amendment are additional expenditures in the amount of \$988,608. The largest, and only true unplanned for expense is for the economic development agreement with Antler Ridge to extend the sanitary sewer with a do not exceed amount of \$332,708. As of June 30, 2022, the City had an ending balance in the sanitary sewer fund of \$1,408,979, therefore we do have the flexibility for this project. Most of the other expenditures only need amended because of events, which are being offset with additional revenue, or revenue received in the prior fiscal year.

RECOMMENDATION: It is my recommendation that the Council set the public hearing for budget amendment #1 for FY22-23 for Monday, November 14, 2022 at 6PM.

RESOLUTION NO. 2022-120

**A RESOLUTION SETTING A PUBLIC HEARING ON AN AMENDMENT TO
THE FY 22/23 BUDGET FOR THE CITY OF POLK CITY, IOWA**

WHEREAS, the City Council and City Staff of the City of Polk City, Iowa have prepared an amendment to the Fiscal Year 2022-2023 City Budget; and

WHEREAS, it is necessary to hold a public hearing to review and approve an amendment to the budget.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby orders a public hearing and notice thereof to be held on November 14 at 6:00 p.m. in the City Hall Council Chambers, Polk City, Iowa on the amendment to the FY 22/23 City Budget.

PASSED AND APPROVED the 24 day of October 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

Budget Amendment:

Revenue:

	<u>Account Number</u>	<u>Addition</u>	<u>New Budget Total</u>
Police Private contributions	001-110-4705	\$23,500.00	\$23,500.00
Park Donations	001-430-4705	\$10,000.00	\$10,000.00
Park Refunds	001-430-4715	\$17,250.00	\$17,250.00
Transfer In	302-910-4830	\$100,000.00	\$100,000.00
Proceeds from Sale/Insurance	303-299-4745	\$50,000.00	\$50,000.00

Expenses:

	<u>Account Number</u>	<u>Addition</u>	<u>New Budget Total</u>
Police Training Costs	001-110-6230	\$18,400.00	\$28,400.00
Fire Overtime/Shift pay	001-150-6040	\$25,000.00	\$30,000.00
Fire Insurance	001-150-6150	-\$25,000.00	\$26,600.00
Library Programs	001-410-6460	\$2,500.00	\$11,500.00
Library Programs	001-410-6461	\$2,500.00	\$7,500.00
Parks Sports Complex	001-430-6326	\$17,250.00	\$39,750.00
Parks Leonard Park	001-430-6330	\$10,000.00	\$12,500.00
Contributions/Payments to other agencies	001-650-6413	\$51,000.00	\$66,000.00
Capital Projects-Lost Lakes Park	301-750-6792	\$106,000.00	\$106,000.00
Bridge Rd. Water Main Loop Project	301-750-6793	\$75,000.00	\$75,000.00
Water Tower Project	302-810-6799	\$100,000.00	\$100,000.00
Police Capital Equipment	303-110-6710	\$83,500.00	\$159,250.00
Fire Capital Equipment	303-150-6710	\$180,500.00	\$315,500.00
Transfer Out	600-910-6910	\$100,000.00	\$201,460.00
Misc. Contract work	610-815-6499	\$332,708.00	\$392,708.00
BMP Program	740-865-6764	\$10,000.00	\$10,000.00

<u>Miscellaneous Revenue</u>	<u>Transfers In</u>	<u>Other Financing Sources</u>			
\$50,750.00	\$100,000.00	\$50,000.00			
Public Safety Total	Culture & Rec Total	General Government	Capital Projects	Transfer Out	Business Type/Enterprise
\$18,400.00	\$32,250.00	\$51,000.00	\$645,000.00	\$100,000.00	\$342,708.00

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of POLK CITY
Fiscal Year July 1, 2022 - June 30, 2023

The City of POLK CITY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 11/14/2022 06:00 PM

Contact: Jenny Coffin

Phone: (515) 984-6233

Meeting Location: City Hall Council Chambers, Polk City, Iowa

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	3,432,536	0	3,432,536
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	3,432,536	0	3,432,536
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	584,409	0	584,409
Other City Taxes	6	1,033,078	0	1,033,078
Licenses & Permits	7	479,499	0	479,499
Use of Money & Property	8	166,550	0	166,550
Intergovernmental	9	1,191,000	0	1,191,000
Charges for Service	10	4,471,400	0	4,471,400
Special Assessments	11	0	0	0
Miscellaneous	12	101,117	50,750	151,867
Other Financing Sources	13	2,775,750	50,000	2,825,750
Transfers In	14	1,662,278	100,000	1,762,278
Total Revenues & Other Sources	15	15,897,617	200,750	16,098,367
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,719,276	18,400	2,737,676
Public Works	17	615,518	0	615,518
Health and Social Services	18	2,000	0	2,000
Culture and Recreation	19	810,755	32,250	843,005
Community and Economic Development	20	416,009	0	416,009
General Government	21	550,185	51,000	601,185
Debt Service	22	932,930	0	932,930
Capital Projects	23	4,426,750	645,000	5,071,750
Total Government Activities Expenditures	24	10,473,423	746,650	11,220,073
Business Type/Enterprise	25	3,609,793	342,708	3,952,501
Total Gov Activities & Business Expenditures	26	14,083,216	1,089,358	15,172,574
Transfers Out	27	1,662,278	100,000	1,762,278
Total Expenditures/Transfers Out	28	15,745,494	1,189,358	16,934,852
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	152,123	-988,608	-836,485
Beginning Fund Balance July 1, 2022	30	8,989,974	0	8,989,974
Ending Fund Balance June 30, 2023	31	9,142,097	-988,608	8,153,489

Explanation of Changes: Amendment to account for revenue increases because of park donation, transfers and insurance proceeds. Also amending for expenses associated with public safety, culture & rec, Hotel Motel overpayment, capital projects, transfer out and stormwater program.



City of Polk City, Iowa

City Council Agenda Communication

Date: October 24, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Setting the date for a Development Agreement with the Polk City Chamber of Commerce, including annual appropriation Tax Increment payments

BACKGROUND: On Monday evening, the City Council will set a Public Hearing for November 14, 2022 at 6PM on a proposed development agreement with the Polk City Chamber of Commerce (GoPolkCity). The proposed development agreement will be for FY2024-2028, with a total do not exceed amount of \$375,000, which equals \$75,000 per year.

The City had previously entered into a 3 year agreement with GoPolkCity in October 2020. This will allow for a 5 year agreement, utilizing tax increment financing to help fund the Chamber. Annual appropriations will need to be approved annually.

ALTERNATIVES: Do not set the public hearing

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

RECOMMENDATION: It is my recommendation that the Council set the public hearing for the regularly scheduled Council meeting on Monday, November 14, 2022.

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Polk City Chamber of Commerce)

511493-9

Polk City, Iowa

October 24, 2022

A meeting of the City Council of the City of Polk City, Iowa, was held at 6 p.m., on October 24, 2022, at the City Hall Council Chambers in the City, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2022-121

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with the Polk City Chamber of Commerce, Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with the Polk City Chamber of Commerce (the “Chamber”) in connection with certain economic development initiatives being undertaken by the Chamber in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Chamber in the form of annual appropriation incremental property tax payments in an amount not to exceed \$375,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This City Council shall meet on November 14, 2022, at 6 p.m., at the City Hall Council Chambers in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH POLK CITY CHAMBER OF COMMERCE AND AUTHORIZATION OF
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Polk City, Iowa, will meet on November 14, 2022, at 6 p.m., at the City Hall Council Chambers in Polk City, Iowa, at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Polk City Chamber of Commerce (the “Chamber”) in connection with certain economic development initiatives being undertaken by the Chamber in in the Polk City Area II Urban Renewal Area, which Development Agreement provides for certain financial incentives in the form of incremental property tax payments to the Chamber in a total amount not exceeding \$375,000 as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Jenny Coffin
City Clerk

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

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

Passed and approved October 24, 2022.

Mayor

Attest:

City Clerk

••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF POLK SS:
CITY OF POLK CITY

I, the undersigned, City Clerk of the City of Polk City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)



October 21, 2022

Via Email

Chelsea Huisman
City Manager/City Hall
Polk City, IA

Re: Development Agreement (Polk City Chamber of Commerce)
Our File No. 511493-9

Dear Chelsea:

Attached please find copies of proceedings to enable the City Council to act on October 24th to set November 14th as the date for a public hearing on the proposed Development Agreement with Polk City Chamber of Commerce, including the proposal for tax increment payments.

The notice of public hearing on the Development Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published is November 10, 2022. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to orngard.severie@dorsey.com.

We will prepare and forward to you in time for the November 14th meeting the necessary proceedings to approve the Development Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos, Erin Regan, Severie Orngard or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Jenny Coffin

Memorandum

To: Mayor and City Council, City of Polk City **Date:** September 22, 2022

From: Travis D. Thornburgh, City Engineering Representative

CC: Chelsea Huisman, City Manager
Mike Schulte, Public Works Director
Kathleen Connor, City Engineering Representative
Chris Pedersen, Snyder & Associates

RE: Southeast Trunk Sewer Study Findings

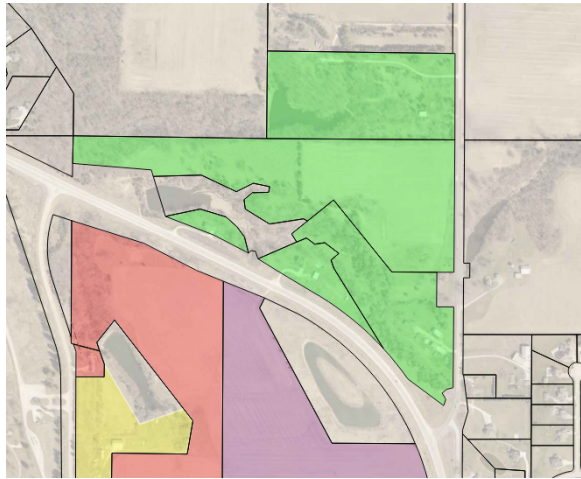
Snyder & Associates, Inc. was tasked by the City of Polk City to complete the Southeast Trunk Sewer Study. The study area is primarily located south of Highway 415 and east of Saylorville Lake. This area represents the last major growth area southeast of the City of Polk City's WRA connection.

Snyder & Associates has found that it is physically feasible for the southeast service area to be served via gravity sewer through the Antler Ridge subdivision. An approximate alignment, including approximate pipe sizing, has been submitted to the City Manager.

As part of the Antler Ridge development, Antler Ridge, LLC plans to install the trunk sewer through this property, with the City assisting in the additional cost incurred by the developer for overdepth and upsizing of sewer in accordance with the Subdivision Regulations. Based on cost opinions provided by Nilles Associates and reviewed by Snyder & Associates, the cost of overdepth and upsizing shall not exceed \$332,708.00.

For comparison purposes, the previous conceptual layout for the SE Trunk Sewer, which the Antler Ridge sewer will replace, showed construction of a dedicated trunk sewer across the USACE property located west of Antler Ridge. The cost for these improvements in 2022 could be reasonably estimated in excess of \$1,000,000.

As part of the SE Trunk Sewer Study, Snyder & Associates has evaluated possible hookup fee districts. At this time, we recommend City Council consider establishment of two hookup fee districts.



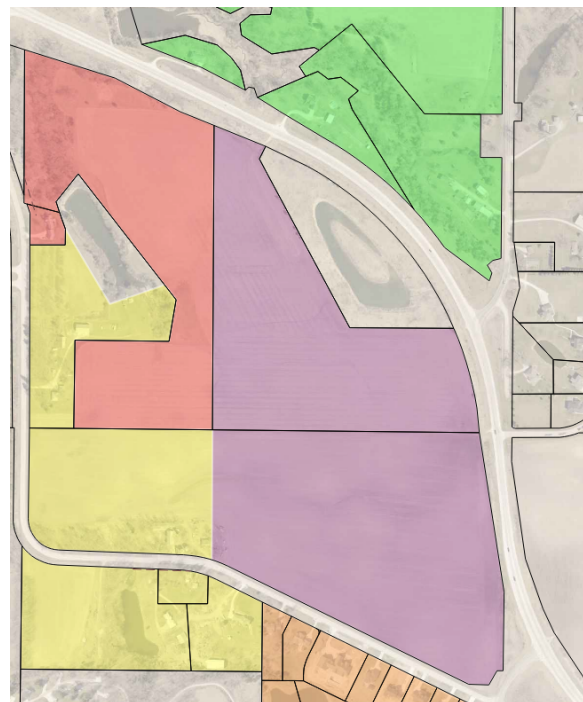
Hookup District #1 – The Johnson Family Properties and Holly Woods

Hookup district #1 is a collection of properties located north of Highway 415, but south of Antler Ridge, that are owned by various members of the Connie and James Johnson Family and the recently approved Holly Woods Plat 1 Preliminary Plat. These properties do not currently have sanitary sewer service, but could connect to the sanitary sewer manhole proposed at the southern property line of the Antler Ridge subdivision. Hookup fees for these parcels, shown in green to the left, are based on these properties paying a portion of the anticipated overdepth and

upsizing cost for the trunk sewer through Antler Ridge. The hookup fee for this hookup district is estimated as \$1,300 per acre and will be applied to the properties highlighted in green and all properties in the SE Trunk Sewer Service Area on the south side of Highway 415 once those territories are annexed. The Ordinance for this hookup fee would be adopted at the time the City accepts the sanitary sewer improvements in Antler Ridge. The developers of the Johnson and Holly Woods parcels will also responsible for installation of the sanitary sewer through these properties to their proposed connection locations.

Hookup District #2 – Timbercrest Homes, LLC.

Hookup district #2 lies south of Highway 415 and is comprised of a parcel currently owned by Timbercrest homes, LLC., that has requested annexation. The south parcel is owned by McBride Farms, LLC but is not under consideration for annexation at this time. The costs of trunk sewer to service these properties, shown in purple to the right, would include installation of sanitary sewer trunk sewer from the south property line of Antler Ridge, under Highway 415, and extension of sanitary sewer along the south side of Highway 415 to the district's northwest corner. The developer(s) would be responsible for the construction of sanitary sewer within their own property boundary. The additional hookup fee associated with the extension of sanitary sewer to these parcels is estimated as \$4,900 per acre. When



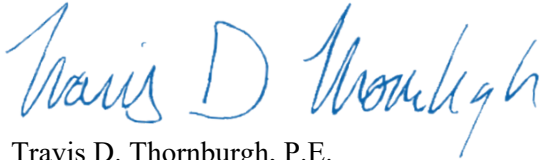
the \$1,300 per acre fee for Hookup District #1 is added, the hookup fees associated with these properties totals \$6,200 per acre. However, this fee may be reduced if the above sanitary sewer is constructed by the Timbercrest developer in lieu of being constructed as a City project.

Additional hookup districts to the south and east, shown in red, yellow, and orange above, will require further evaluation in the future since, by far, the most cost-effective way to serve these areas will be for developers to extend sanitary sewers as development progresses.

We have provided the full SE Trunk Sewer Study to Chelsea, if you would like more detail. Should you have questions regarding this study we will be at the meetings to address them..

Respectfully Submitted,

SNYDER & ASSOCIATES, INC.



Travis D. Thornburgh, P.E.

RESOLUTION NO. 2022-122

**A RESOLUTION APPROVING A PUBLIC SANITARY SEWER EASEMENT
BETWEEN THE CITY OF POLK CITY, IOWA AND JAMES V. & CONNIE L.
JOHNSON TRUST**

WHEREAS, the City Council for the City of Polk City, Iowa, deems it necessary to obtain a Public Sanitary Sewer Easement across the Johnson Property; and

WHEREAS, James V. & Connie L. Johnson Trust are willing to grant the permanent easement as described in the Public Sanitary Sewer Easement attached hereto as Exhibit "A"; and

WHEREAS, the City Council of the City of Polk City, Iowa, believes it to be in the best interest of the City to approve said easement.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Polk City, Iowa, hereby approves the Public Sanitary Sewer Easement between the City of Polk City, Iowa and James V. & Connie L. Johnson Trust.

PASSED AND APPROVED, this 24th day of October 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

WHEN RECORDED RETURN TO:

City of Polk City, Iowa
City Hall
112 S. 3rd Street
P.O. Box 426
Polk City, Iowa 50226

Preparer Information: Lisa R. Wilson, Wilson & Egge, PC, 222 N.W. Sunrise Drive, Waukee, Iowa 50263 (515) 369-2502

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, James V. Johnson and Connie L. Johnson, Trustees of the James V & Connie L. Johnson Trust, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Polk City, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Polk City, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A"

That the above described easement is granted unto the City of Polk City, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Sanitary Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod

or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Grantor Connection. Grantor is able to connect to the sanitary sewer once annexation to its property is complete, provided the connection is in accordance with applicable City regulations and policies, including the subdivision ordinance, and the Southeast Sanitary Sewer Study.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 24 day of August, 2022.

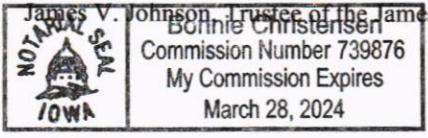
JAMES V. & CONNIE L. JOHNSON TRUST

By: James V. Johnson Trustee
James V. Johnson, Trustee

By: Connie L. Johnson Trustee
Connie L. Johnson, Trustee

STATE OF IOWA, COUNTY OF Polk, ss:

This instrument was acknowledged before me on this 24th day of August, 2022, by



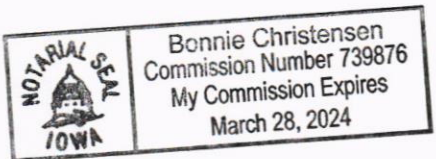
James V. Johnson, Trustee of the James V. & Connie L. Johnson Trust.

[Handwritten Signature]

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Polk, ss:

This instrument was acknowledged before me on this 24th day of August, 2022, by
Connie L. Johnson, Trustee of the James V. & Connie L. Johnson Trust.



[Handwritten Signature]

Notary Public in and for the State of Iowa

ACCEPTANCE

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Jenny Coffin, City Clerk of the City of Polk City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____ 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

Jenny Coffin, City Clerk of the City of Polk City, Iowa

EXHIBIT "A"

PROPRIETOR

JAMES V AND CONNIE L
JOHNSON TRUST
10398 NW 44TH ST
POLK CITY, IA 50226-1117

LEGEND

- SUBJECT EASEMENT AREA
- EXISTING BOUNDARY LINE
- EXISTING EASEMENT LINE



NORTH



SCALE

PREPARED FOR

CITY OF POLK CITY
POB 426
POLK CITY, IA 50226-0426

SUBJECT PROPERTY LEGAL DESCRIPTION

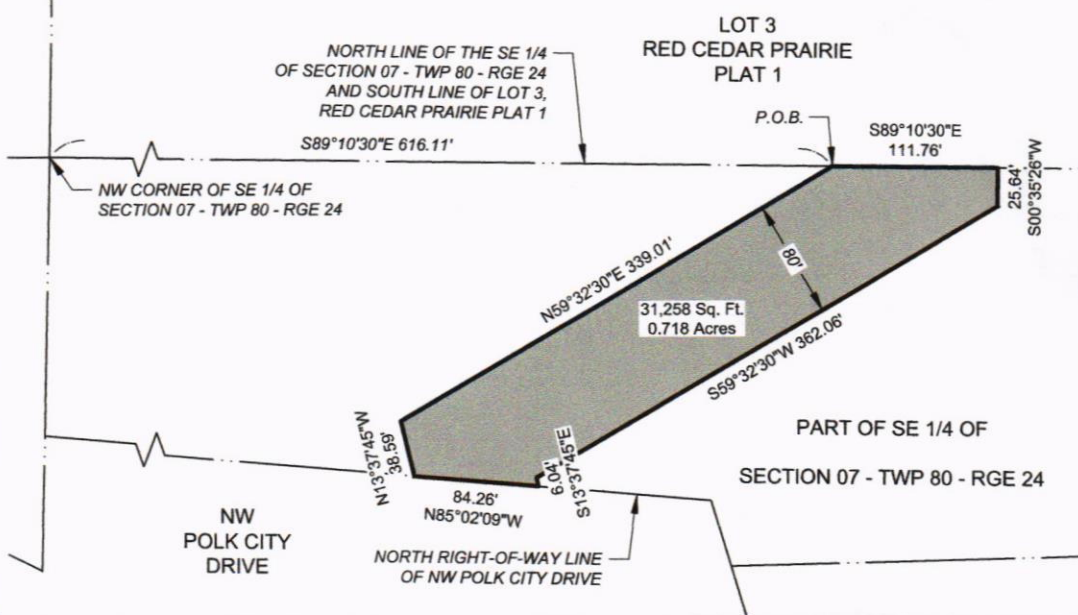
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN POLK COUNTY, IOWA.

DESCRIPTION OF PERMANENT EASEMENT

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 07; THENCE SOUTH 89 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 616.11 FEET, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 07; THENCE SOUTH 89 DEGREES 10 MINUTES 30 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 07, A DISTANCE OF 111.76 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 26 SECONDS WEST, A DISTANCE OF 25.64 FEET; THENCE SOUTH 59 DEGREES 32 MINUTES 30 SECONDS WEST, A DISTANCE OF 362.06 FEET; THENCE SOUTH 13 DEGREES 37 MINUTES 45 SECONDS EAST, A DISTANCE OF 6.04 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF NW POLK CITY DRIVE; THENCE NORTH 85 DEGREES 02 MINUTES 09 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF NW POLK CITY DRIVE, A DISTANCE OF 84.26 FEET; THENCE NORTH 13 DEGREES 37 MINUTES 45 SECONDS WEST, A DISTANCE OF 38.59 FEET; THENCE NORTH 59 DEGREES 32 MINUTES 30 SECONDS EAST, A DISTANCE OF 339.01 FEET, TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 07 AND THE POINT OF BEGINNING.

CONTAINING 0.718 ACRES (31,258 SQ. FT.) MORE OR LESS.



1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT: **PERMANENT EASEMENT**
LOCATION: **10398 NW 44TH STREET POLK COUNTY, IOWA**

NAI No.: 21255	DRAWN BY: TJH	DWG No.: 1/1
DATE: 08/15/22	CHECKED BY: ADS	SHEET TITLE: EX-1

Memorandum

To: Honorable Mayor and City Council **Date:** October 21, 2022

From: Kathleen Connor, City Engineering Representative
Travis Thornburgh, City Engineer

CC: Chelsea Huisman, City Manager
Mike Schulte, Public Works Director

RE: Antler Ridge Sanitary Trunk Sewer Construction Drawings - Phase 1

On half of the developer, Antler Ridge LLC, Nilles Associates has submitted the construction drawings for a portion of the sanitary sewer running through this subdivision. This sanitary sewer represents the first phase of construction of the Southeast Trunk Sewer that will eventually serve the entire SE Service Area lying within Polk City's future annexation areas in accordance with the 28E Agreement with Ankeny. (The SE Service Area is shown in blue on the right.) The Antler Ridge sanitary trunk sewer has been upsized to a 15" pipe and will be deeper than required to serve this subdivision in order to serve the SE Service Area, including future commercial areas on the southside of Highway 415.



At this time, the developer is requesting approval of the construction drawings for the deep sanitary sewers within Antler Ridge Plat 1 which will then be surcharged for six months to allow for trench settlement prior to paving the streets in Plat 1.

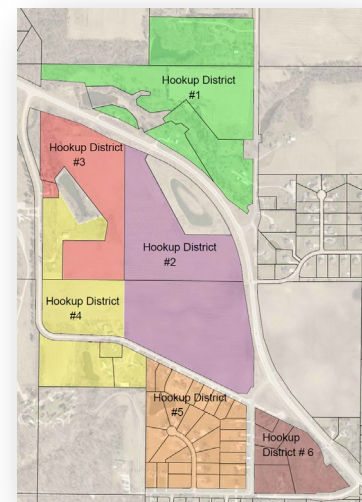
BACKGROUND & DESCRIPTION

At the time the 2016 Comprehensive Plan plan was prepared, the SE Service Area was intended to be served by a trunk sewer that would connect to the South Lift Station and run southeasterly across the U.S. Army Corps of Engineers' property to Highway 415. In 2019, at the time Andy Snetselaar was rezoning the family properties for residential and commercial development, City Council authorized Snyder & Associates to prepare a Real Estate Application for construction of the sanitary sewer across the USACE property. This application was submitted but was not approved by USACE since they wanted the preliminary plat and construction drawings to be approved by the city before they moved forward with their lengthy review process. Andy Snetselaar's project was subsequently put on hold.

In 2021, John Larson took over as the developer of Antler Ridge. The developer was interested in proceeding with development in the near future so the developer and city staff looked at alternative ways to immediately serve the Antler Ridge subdivision while still providing for future service to the planned commercial and higher density areas south of Highway 415. As part of the Southeast Sewer Study, Snyder determined the entire SE Service area could be served by a 15" sanitary trunk sewer and, if constructed as an overdepth sewer, would be a gravity sewer. Upsizing the sanitary sewer through the development significantly reduces the city's costs when compared to provision of a separate trunk sewer which could reasonably be estimated in excess of \$1,000,000. This alignment also provides the benefit of allowing construction to begin immediately, rather than waiting for USACE approval of an easement.

In accordance with the Subdivision Regulations, the developer is responsible for installing 8" sanitary sewers, minimum, as required to serve their subdivision, while the city is responsible for the cost associated with upsizing the sanitary sewers as required to serve other properties within the service district. A Development Agreement will be prepared that covers the city's responsibility for upsizing and overdepth costs, up to a maximum of \$330,000. Staff envisions these cost will be recouped through connection fees that will be collected as properties within the SE Sanitary Sewer District are developed. The connection fee(s) should be established when the City accepts these public improvements.

In order to ensure the SE Trunk Sewer could be extended south to Highway 415 right-of-way, the developer has also obtained a Public Sanitary Sewer Easement across the Johnson's property (shown in green on the right). Council acceptance of this easement is on the agenda for the October 24th meeting.



RECOMMENDATION

Snyder & Associates recommends approval of the construction drawings for Antler Ridge Sanitary Trunk Sewer – Phase 1, subject to Council approval of a Development Agreement prior to acceptance of these public improvements that covers the city's responsibility for upsizing the sanitary sewer and for overdepth construction. Approval should also be subject to the property owners' provision of permanent Public Sanitary Sewer Easements in conjunction with the Final Plat for Antler Ridge Plat 1 prior to acceptance of the public improvements.

As always, the developer is responsible for obtaining all necessary permits prior to construction, including the Iowa DNR Permit for sanitary sewer construction.

RESOLUTION NO. 2022-123

**A RESOLUTION APPROVING THE CONSTRUCTION DRAWINGS FOR
ANTLER RIDGE PHASE 1 PUBLIC SANITARY SEWER**

WHEREAS, Nilles Associates, Inc, on behalf of Antler Ridge, LLC, has submitted the Construction Drawings for Antler Ridge Phase 1 Public Sanitary Sewer; and

WHEREAS, said Construction Drawings appear to be in general conformance with Polk City's Subdivision Regulations and SUDAS; and

WHEREAS, it shall be the Developer's responsibility to obtain approval for all necessary permits prior to the start of construction, including the Iowa DNR permits for the NPDES Storm Water Discharge permit and the Iowa Department of Transportation Right of Way permit; and

WHEREAS, the Developer's Engineer remains solely responsible for their design and ensuring it is fully compliant with all applicable code requirements and permits; and

WHEREAS, the Developer's Engineer is also responsible for construction staking and ensuring all locations, grades and slopes are in conformance with said standards; and

WHEREAS, the City Engineer has reviewed said Construction Drawings for Public Improvements and recommended approval of same, subject to execution of a development agreement regarding sanitary sewer upsizing and overdepth and subject to the developer's provision of sanitary sewer easements prior to acceptance of the public improvements

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the City Engineer and deems it appropriate to approve the Construction Drawings for Antler Ridge Phase 1 Public Sanitary Sewer Construction Project subject to the developer executing a development agreement, providing public sanitary sewer easements prior to acceptance of the public improvements, and obtaining all necessary permits and approvals prior to commencing construction.

PASSED AND APPROVED the 24 day October 2022.

Steve Karsjen, Mayor

ATTEST:

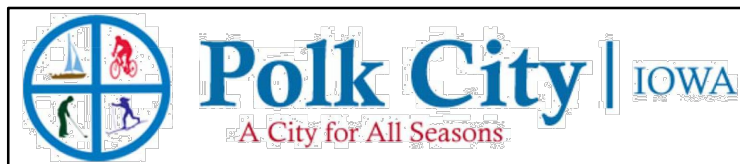
Jenny Coffin, City Clerk

ANTLER RIDGE SANITARY TRUNK SEWER

POLK CITY, IOWA

PLANS FOR PUBLIC IMPROVEMENTS

NAI #21255



SPECIFICATION REFERENCE

THE 2022 EDITION OF IOWA SUDAS STANDARD SPECIFICATIONS, THE CITY OF POLK CITY MUNICIPAL CODE, AND IDOT STANDARD SPECIFICATIONS WITH GS-15014 REVISIONS SHALL APPLY TO ALL ASPECTS OF CONSTRUCTION.

EXISTING UTILITY NOTE

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL NO LESS THAN 48 HOURS IN ADVANCE OF ANY DIGGING OR EXCAVATION.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

BENCHMARKS

1. EAST QUARTER CORNER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 24 WEST; STUBBY NAIL IN CENTERLINE OF NW 44TH STREET. ELEVATION = 965.53' (NGVD88).

UTILITY CONTACTS

(INS) AUREON NETWORK SERVICES
Contact Name: Jeff Klocko
Contact Phone: 515-830-0445
Contact Email: Jeff.Klocko@aureon.com

(M57E) MIDAMER-ELEC
Contact Name: Craig Ranfeld
Contact Phone: 515-252-6632
Contact Email: MECDSDesignLocates@midamerican.com

(M52G) MIDAMER-GAS
Contact Name: Craig Ranfeld
Contact Phone: 515-252-6632
Contact Email: MECDSDesignLocates@midamerican.com

(CTLIA01) CENTURYLINK
Contact Name: Tom Stummer
Contact Phone: 720-578-8090
Contact Email: Thomas.stummer@centurylink.com

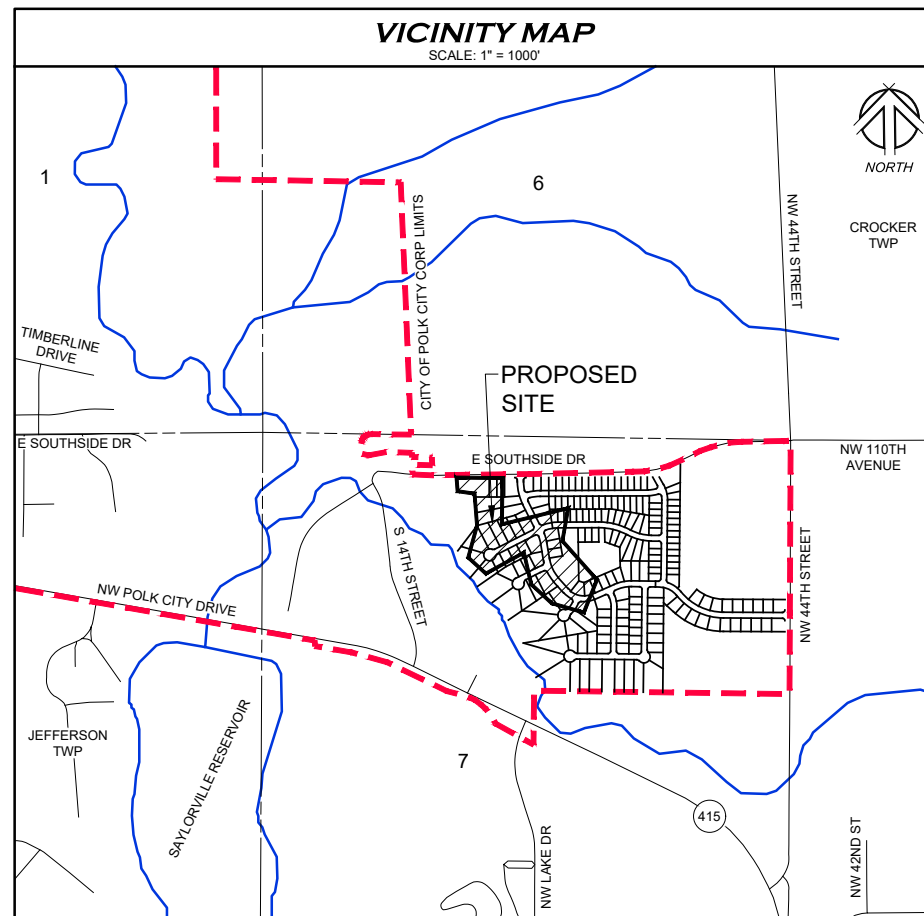
(DWR) DES MOINES METRO WASTEWATER
Contact Name: Nick Carter
Contact Phone: 515-323-8135
Contact Email: nfcarter@dmgov.org

(DWW) DES MOINES WATER WORKS
Contact Name: Chris Mlynarik or Jana Hodges
Contact Phone: 515-283-8729
Contact Email: onecallmaps@dmww.com

(M52E) MIDAMER-ELEC
Contact Name: Craig Ranfeld
Contact Phone: 515-252-6632
Contact Email: MECDSDesignLocates@midamerican.com

(PCC) POLK CITY, CITY OF
Contact Name: Jerry Coffin
Contact Phone: 515-984-6233
Contact Email: jcoffin@polkcityia.gov

(T12) MEDIACOM
Contact Name: Tim Adreon
Contact Phone: 515-233-2318
Contact Email: tadreon@mdacomcc.com



OWNERS	DEVELOPER	PROJECT ENGINEER
ANTLER RIDGE LLC JOHN LARSON 5721 MERLE HAY ROAD JOHNSTON, IOWA 50131 (515) 491-4090	ANTLER RIDGE LLC JOHN LARSON 5721 MERLE HAY ROAD JOHNSTON, IOWA 50131 (515) 491-4090	JACOB NILLES, P.E. 1933 SW MAGAZINE RD. ANKENY, IOWA 50023 (515) 360-3070 jaken@nillesinc.com

CONSTRUCTION SCHEDULE

GRADING	FALL 2022
UTILITY INSTALLATION	FALL 2022 - SPRING 2023
SURFACE RESTORATION	SPRING 2023

LEGEND

Existing / Proposed	Existing / Proposed	Existing / Proposed
PCC	Portland cement concrete	Address
ACC	Asphaltic cement concrete	Spot elevation
FL	Pipe flowline elevation	Sanitary sewer manhole
RCP	Reinforced concrete pipe	Cleanout
CMP	Corrugated metal pipe	Storm sewer manhole
CPP	Corrugated plastic pipe	Storm sewer intake
PVC	Polyvinyl chloride pipe	Storm sewer beehive
CIP	Cast iron pipe	Flared end section
P.U.E.	Public utility easement	Water hydrant
S.W.F.E.	Surface water flowage easement	Water valve
BB	Back of curb to back of curb	Water service shut-off
	Subject boundary line	Water main manhole
	Section line	Monitoring well
	Proposed boundary line	Yard hydrant
	Existing boundary line	Well
	Future boundary line	Gas meter
	Underlying boundary line	Gas valve
	Proposed easement line	Air conditioning unit
	Existing easement line	Electric manhole
	Setback line	Electric meter
	Barbed wire fence line	Electric pedestal
	Chain-link fence line	Electric transformer
	Straw Wattle	Utility hand hole
	Silt fence	Utility pole
	Sanitary sewer & size	Utility pole with light
	Storm sewer & size	Light pole
	Water main & size	Guy wire
	Gas main & size	Traffic signal
	Overhead electric & wires	Traffic signal with light
	Overhead communication	Traffic manhole
	Underground electric	Communication pedestal
	Underground television	Telephone booth
	Underground communication	TV pedestal
	Contour elevation	Billboard sign
	Swate flowline	Street sign
	Edge of water	Down spout
	Edge of tree dripline	Tree shrub
		Deciduous tree and trunk diameter
		Coniferous tree and trunk diameter

SHEET LIST TABLE

SHEET NO.	SHEET TITLE	DESCRIPTION
1	A.01	COVER SHEET
2	C.01	REFERENCE NOTES & QUANTITIES
3	S.01	SITE OVERVIEW
4	D.01	PLAN & PROFILE - SANITARY TRUNK SEWER
5	D.02	PLAN & PROFILE - SANITARY TRUNK SEWER
6	D.03	PLAN & PROFILE - SANITARY TRUNK SEWER
7	D.04	PLAN & PROFILE - SANITARY TRUNK SEWER
8	D.05	PLAN & PROFILE - SANITARY TRUNK SEWER
9	D.06	PLAN & PROFILE - SANITARY TRUNK SEWER
10	R.01	GRADING & EROSION CONTROL

CERTIFICATIONS

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Signature: _____ Date: _____

Name: Jacob T. Nilles, P.E. No. 26369
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: 1-10

PRELIMINARY - SUBMITTAL #3

1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:
1) REVISION BASED OFF CITY COMMENTS FROM (10-14-22)
2) REVISION BASED OFF CITY COMMENTS FROM (10-19-22)
3) REVISION BASED OFF CITY COMMENTS FROM (10-19-22)
4) REVISION BASED OFF CITY COMMENTS FROM (10-19-22)
5) REVISION BASED OFF CITY COMMENTS FROM (10-19-22)
6) REVISION BASED OFF CITY COMMENTS FROM (10-19-22)
7) REVISION BASED OFF CITY COMMENTS FROM (10-19-22)

NOTE: NILLES ASSOCIATES, INC. MAKES NO WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND EXACT LOCATION OF ALL UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

ANTLER RIDGE SANITARY TRUNK SEWER
POLK CITY, IOWA
COVER SHEET

NAI NO.	21255
DATE	09/23/2022
DRAWN BY	WJW
CHECKED BY	JTN
SHEET SIZE	24" X 36"
SHEET TITLE	A.01
SHEET NO.	1/10

SITE OVERVIEW NOTES

- A. STABILIZED CONSTRUCTION ENTRANCE (25' X 90') WITH 6" DEPTH. MATERIALS SHALL CONFORM TO SUDAS SECTION 9040.
- B. CONSTRUCTION LIMITS.
- C. TOPSOIL STOCKPILE LOCATION.
- D. REVETMENT.
- E. STAGING AREA.
- F. TREE REMOVAL AREA.
- G. PROTECT EXISTING TREES NEAR CONSTRUCTION AREAS. ORANGE CONSTRUCTION FENCE SHALL BE INSTALLED AT THE DRIPLINES OF ALL TREES TO BE PROTECTED AND SHALL BE INSPECTED BY THE POLK CITY CONSTRUCTION OBSERVER PRIOR TO BEGINNING OF WORK.
- H. APPROXIMATE LIMITS OF PHASE 1 PAVING.

LEGEND

- WT WATTLE
- SF SILT FENCE
- FUTURE PIPE
- CONSTRUCTION LIMITS
- /// TREE REMOVAL AREA
- - - ORANGE CONSTRUCTION FENCE

OWNER:
NATHAN BURGOD
AMANDA BURGOD

OWNER: DANIEL S PETERSEN

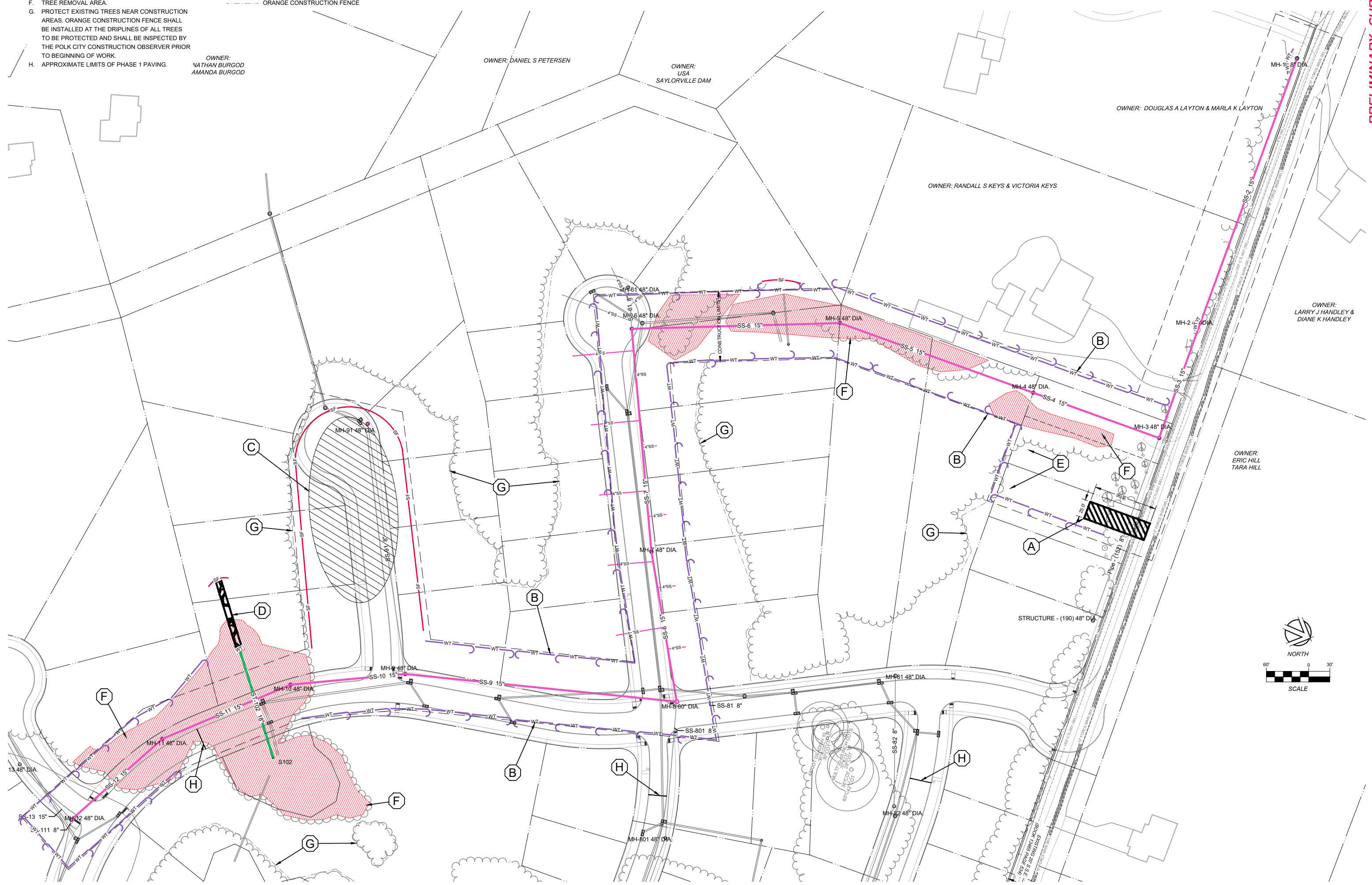
OWNER:
USA
SAYLORVILLE DAM

OWNER: DOUGLAS A LAYTON & MARLA K LAYTON

OWNER: RANDALL S KEYS & VICTORIA KEYS

OWNER:
LARRY J HANDLEY &
DIANE K HANDLEY

OWNER:
ERIC HILL
TARA HILL



PRELIMINARY - SUBMITTAL #3

1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:
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7)

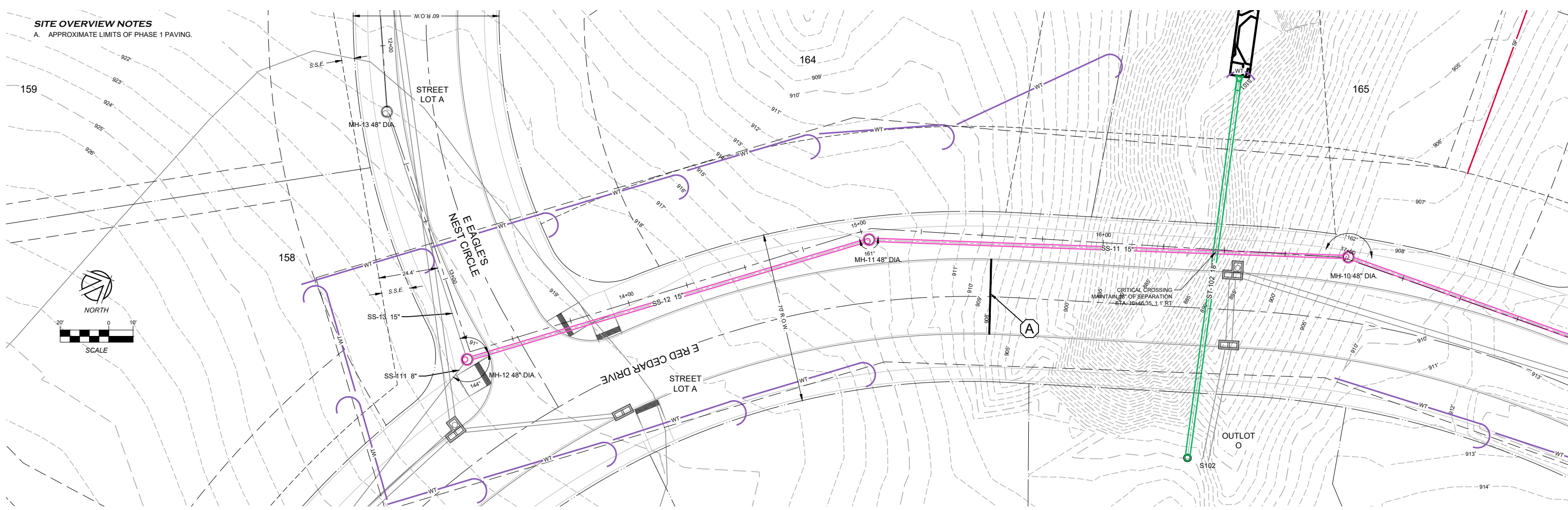
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PROJECT NAME: ANTLER RIDGE SANITARY TRUNK SEWER
POLK CITY, IOWA

DESCRIPTION: SITE OVERVIEW

PROJECT NO.: 21255
DATE: 09/23/2022
DRAWN BY: WJW
CHECKED BY: JTN
SHEET SIZE: 24" X 36"
SHEET TITLE: S.01
SHEET NO.: 3/10

SITE OVERVIEW NOTES
A. APPROXIMATE LIMITS OF PHASE 1 PAVING.

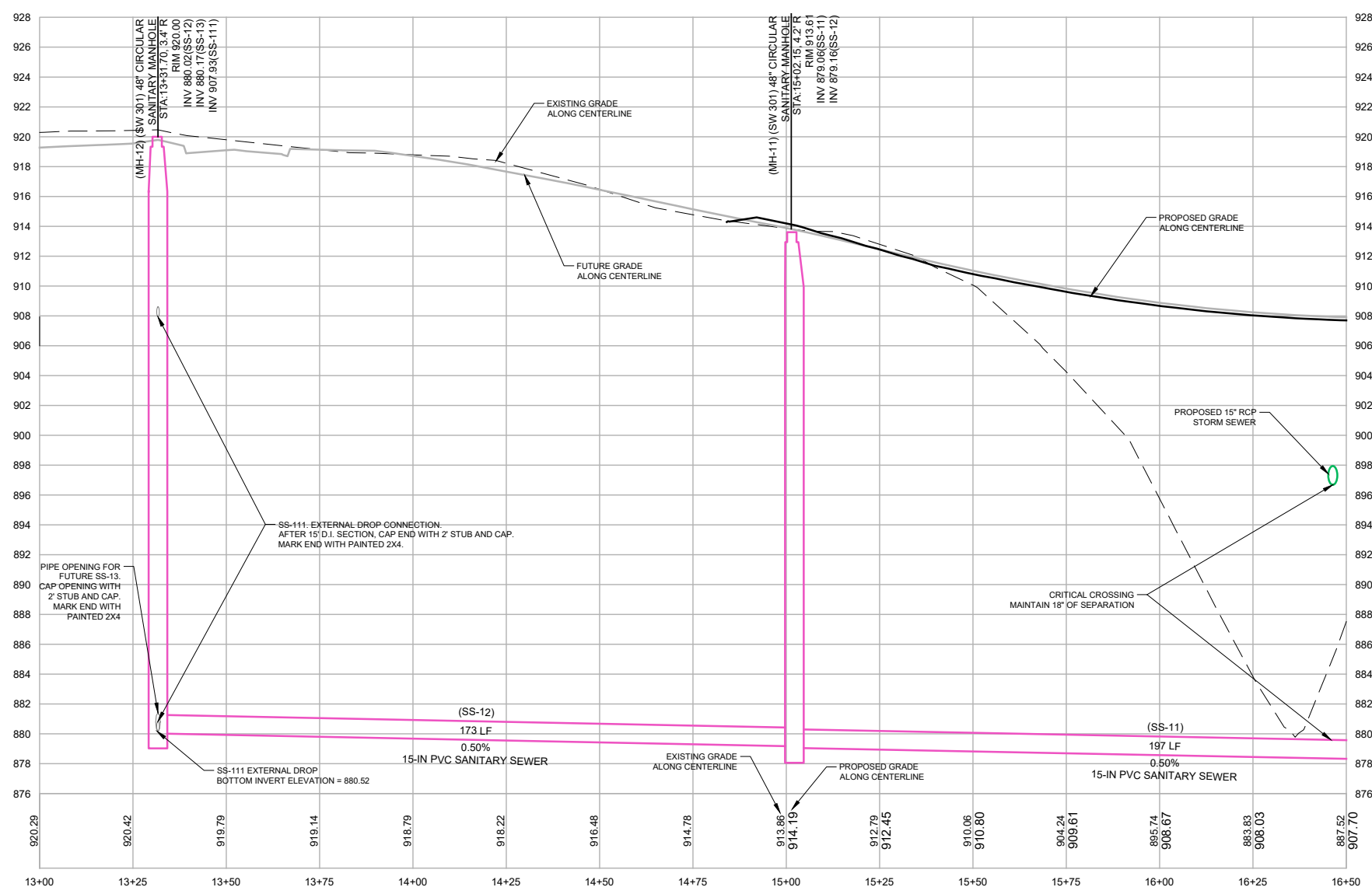
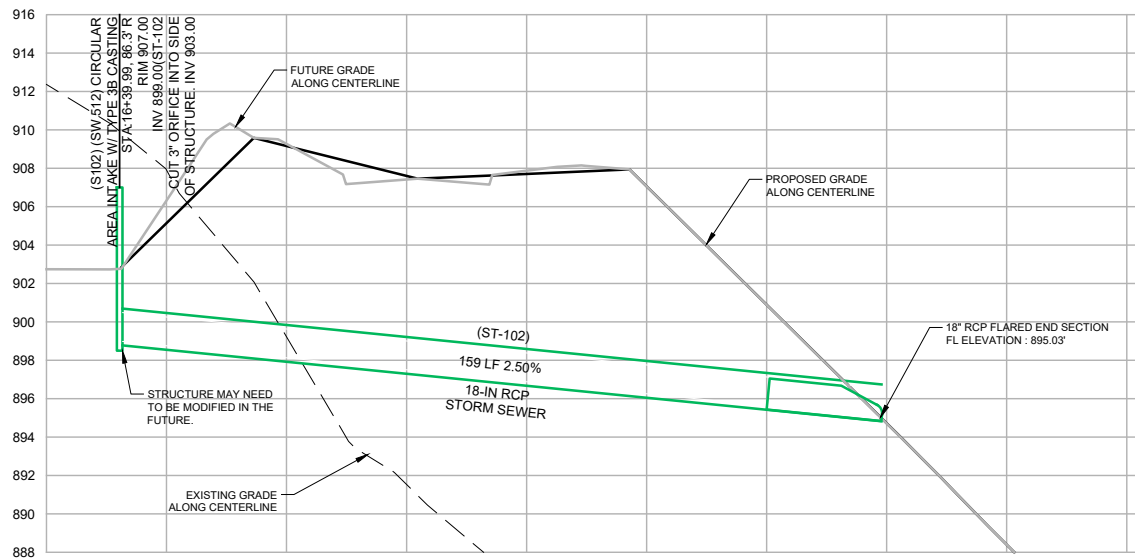


PRELIMINARY - SUBMITTAL #3

NILLES ASSOCIATES
1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
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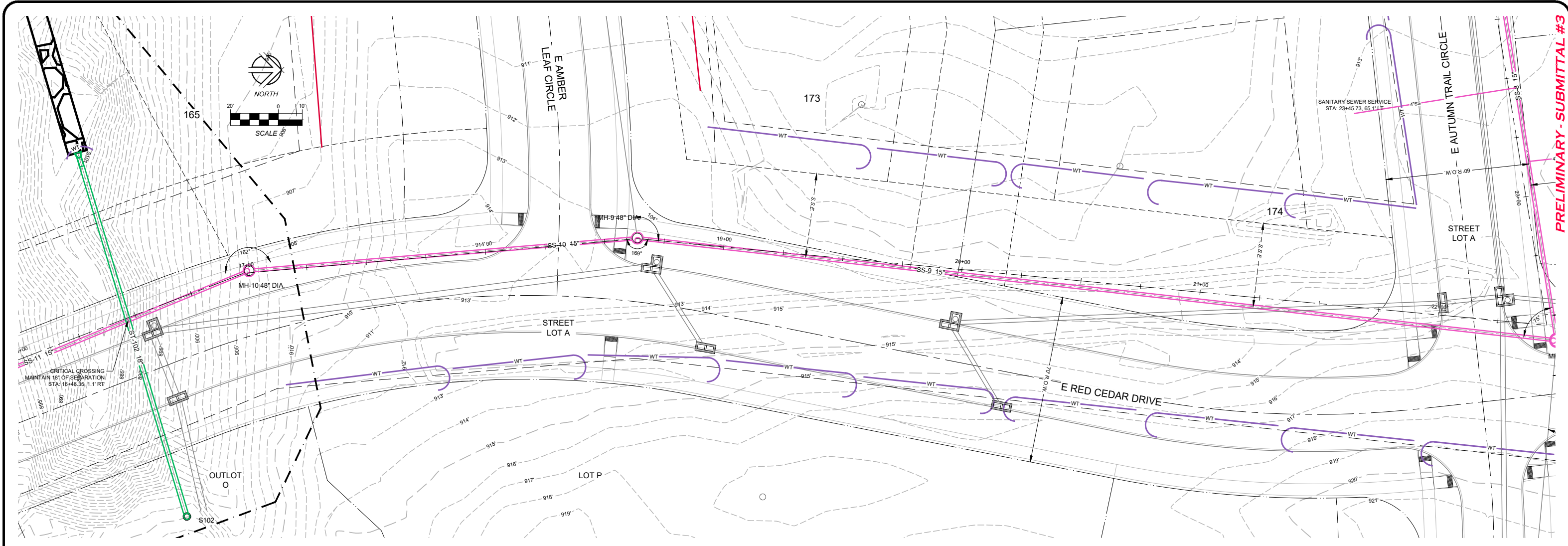
- REVISIONS:
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ANTLER RIDGE SANITARY TRUNK SEWER
POLK COUNTY, IOWA
PLAN & PROFILE - SANITARY TRUNK SEWER

PROJECT NAME	ANTLER RIDGE SANITARY TRUNK SEWER
DESCRIPTION	PLAN & PROFILE - SANITARY TRUNK SEWER
DATE	09/23/2022
DRAWN BY	WJW
CHECKED BY	JTN
SHEET NO.	4
SHEET TOTAL	10



PRELIMINARY - SUBMITTAL #3

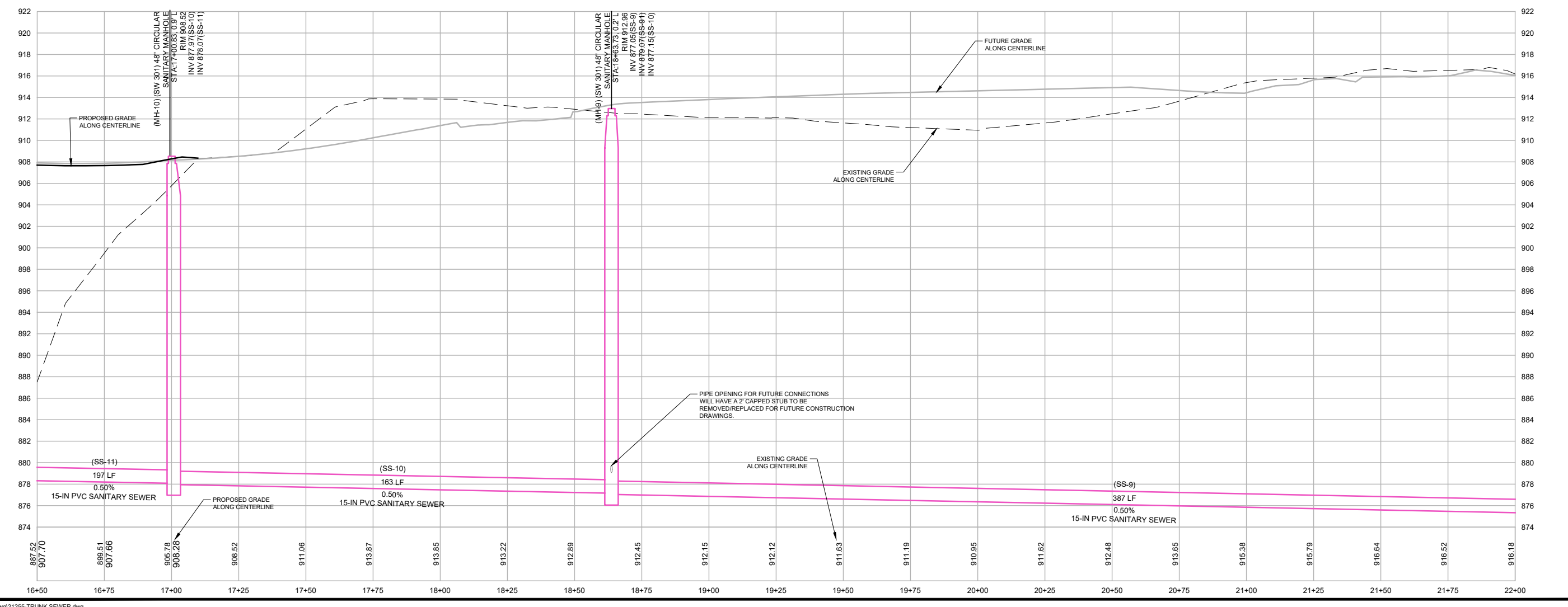
1933 SW MAGAZINE ROAD
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NILLES ASSOCIATES
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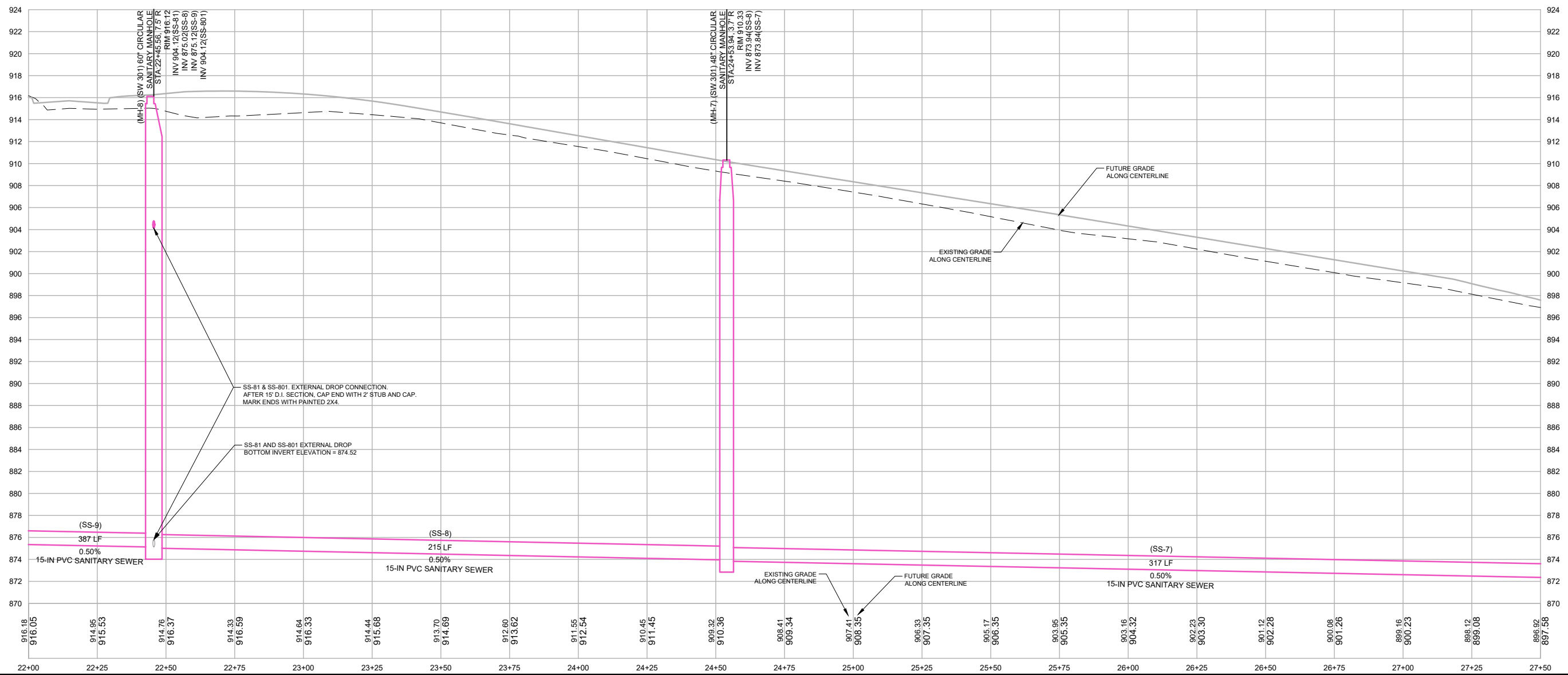
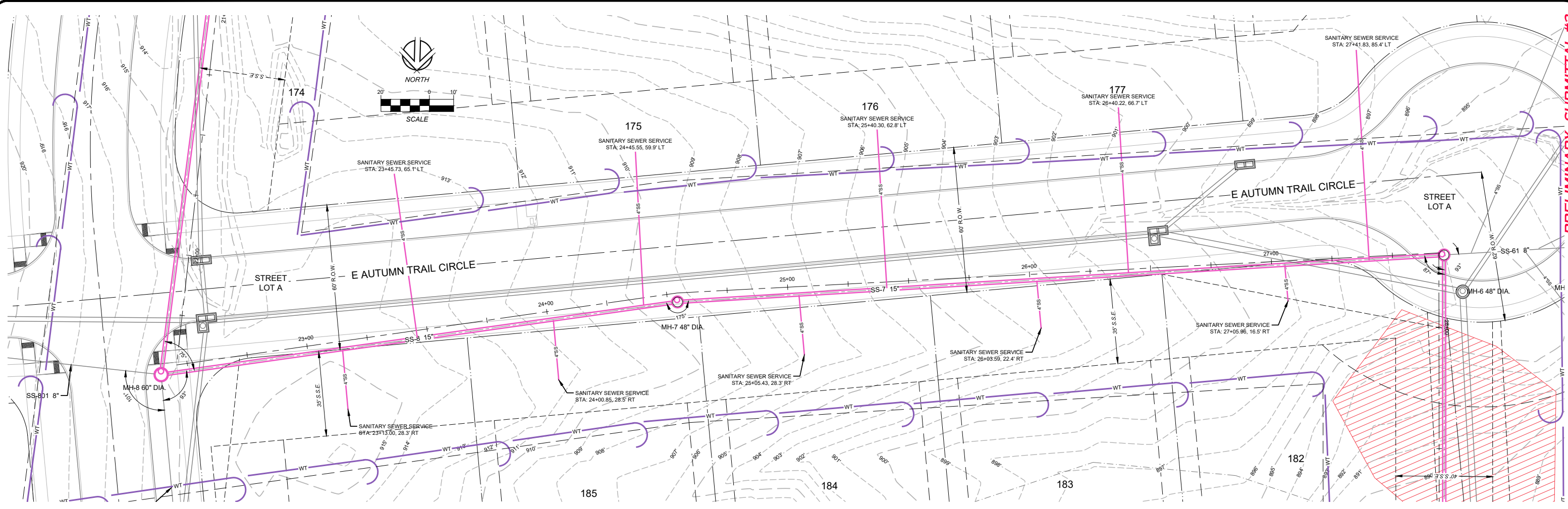
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PROJECT NAME: ANTLER RIDGE SANITARY TRUNK SEWER
 POLK COUNTY, IOWA
 DESCRIPTION: PLAN & PROFILE - SANITARY TRUNK SEWER

PROJECT NO.: 21255
 DATE: 09/23/2022
 DRAWN BY: WJW
 CHECKED BY: JTN
 SHEET NO.: 5/10
 SHEET TITLE: D.02
 SHEET SIZE: 24" X 36"





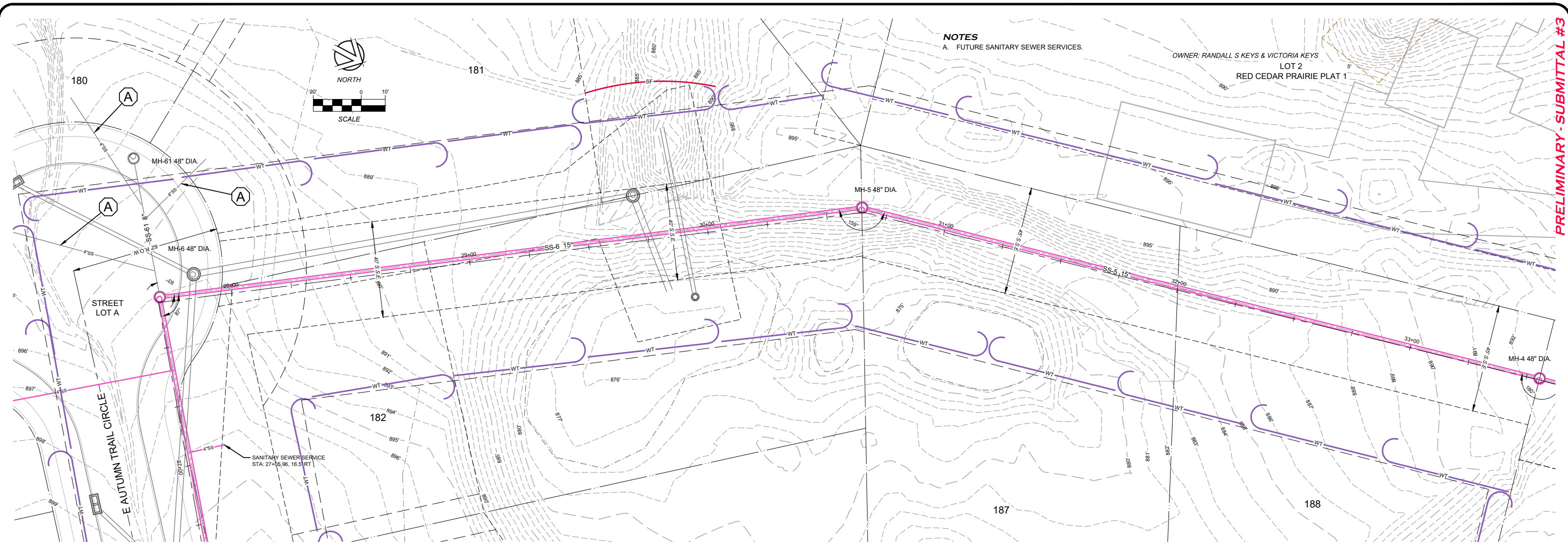
PRELIMINARY - SUBMITTAL #3

REVISIONS:
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PROJECT NAME: ANTLER RIDGE SANITARY TRUNK SEWER
 POLK COUNTY, IOWA
 DESCRIPTION: PLAN & PROFILE - SANITARY TRUNK SEWER

PROJECT NO.: 21255
 DATE: 09/23/2022
 DRAWN BY: WJW
 CHECKED BY: JTN
 SHEET NO.: 6/10
 SHEET SIZE: 24" X 36"
 SHEET TITLE: D.03



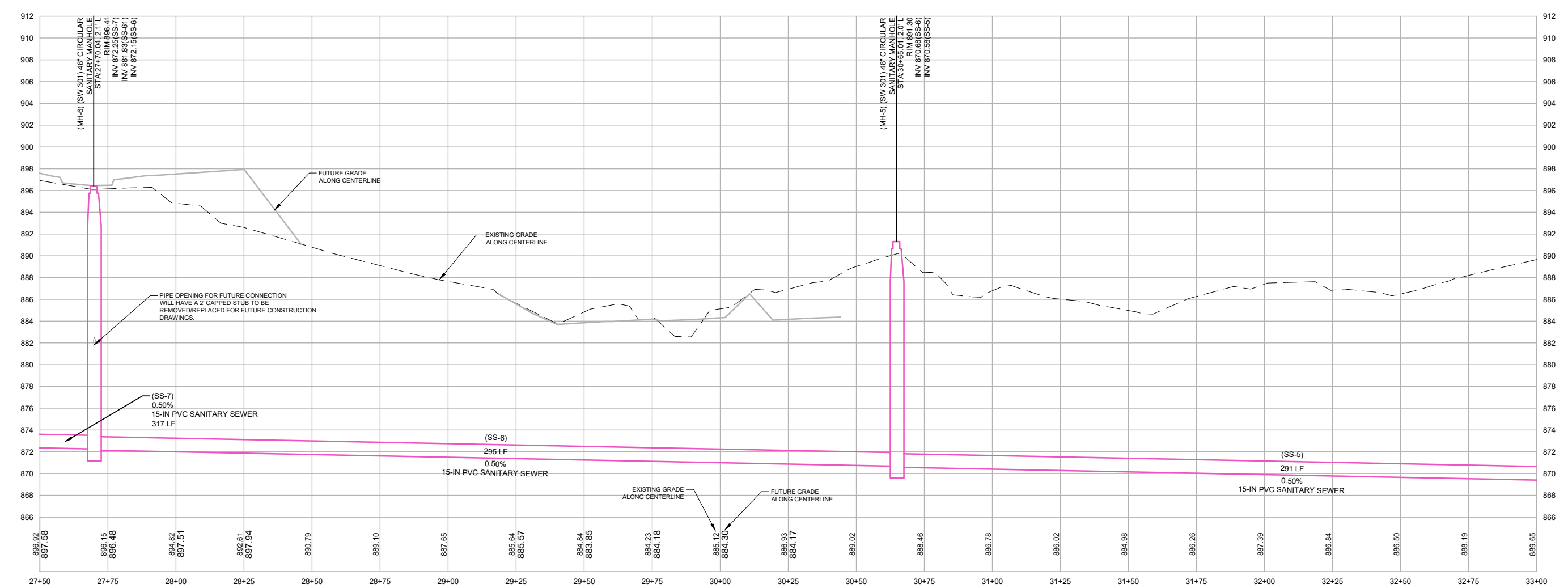
PRELIMINARY - SUBMITTAL #3

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NILLES ASSOCIATES

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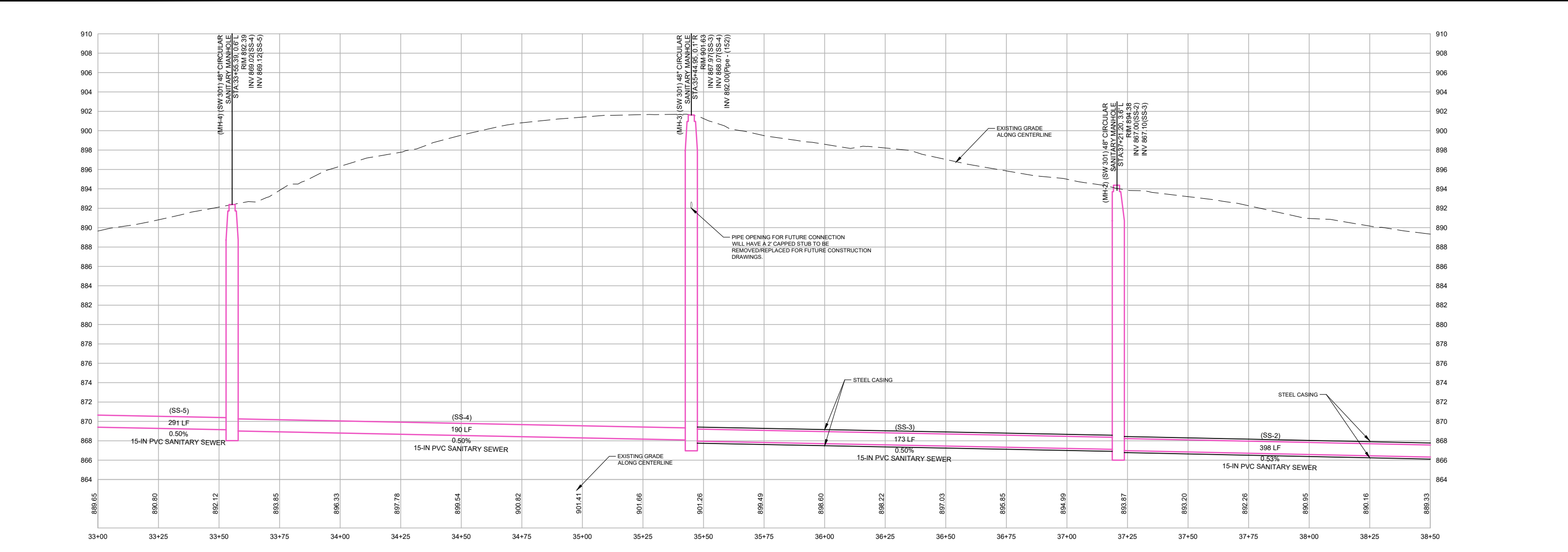
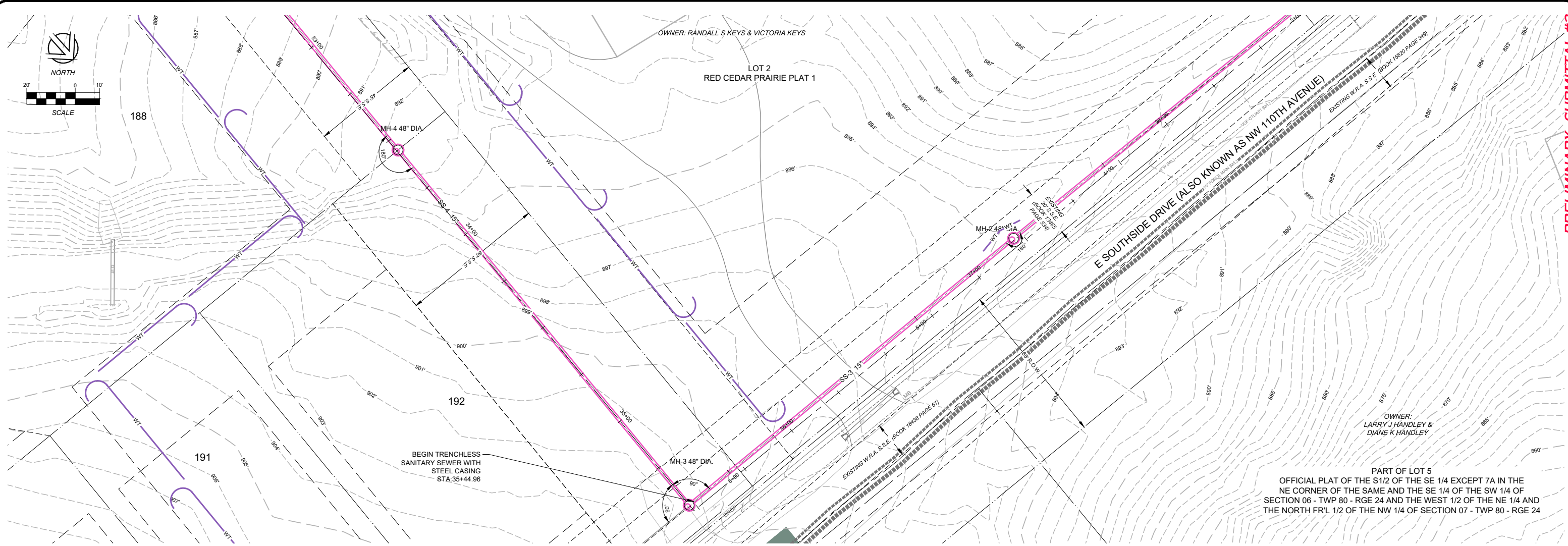
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PROJECT NAME: ANTLER RIDGE SANITARY TRUNK SEWER
 POLK COUNTY, IOWA

DESCRIPTION: PLAN & PROFILE - SANITARY TRUNK SEWER

PROJECT NO.: 21255
 DATE: 09/23/2022
 DRAWN BY: W/JW
 CHECKED BY: JTN
 SHEET SIZE: 24" X 36"
 SHEET TITLE: D.04
 SHEET NO.: 7/10



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PRELIMINARY - SUBMITTAL #3

1933 SW MAGAZINE ROAD
 ANKENY, IOWA 50023-2555
 (515) 965-0123 phone - (515) 965-3322 fax
 Civil Engineering - Land Surveying
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NILLES ASSOCIATES

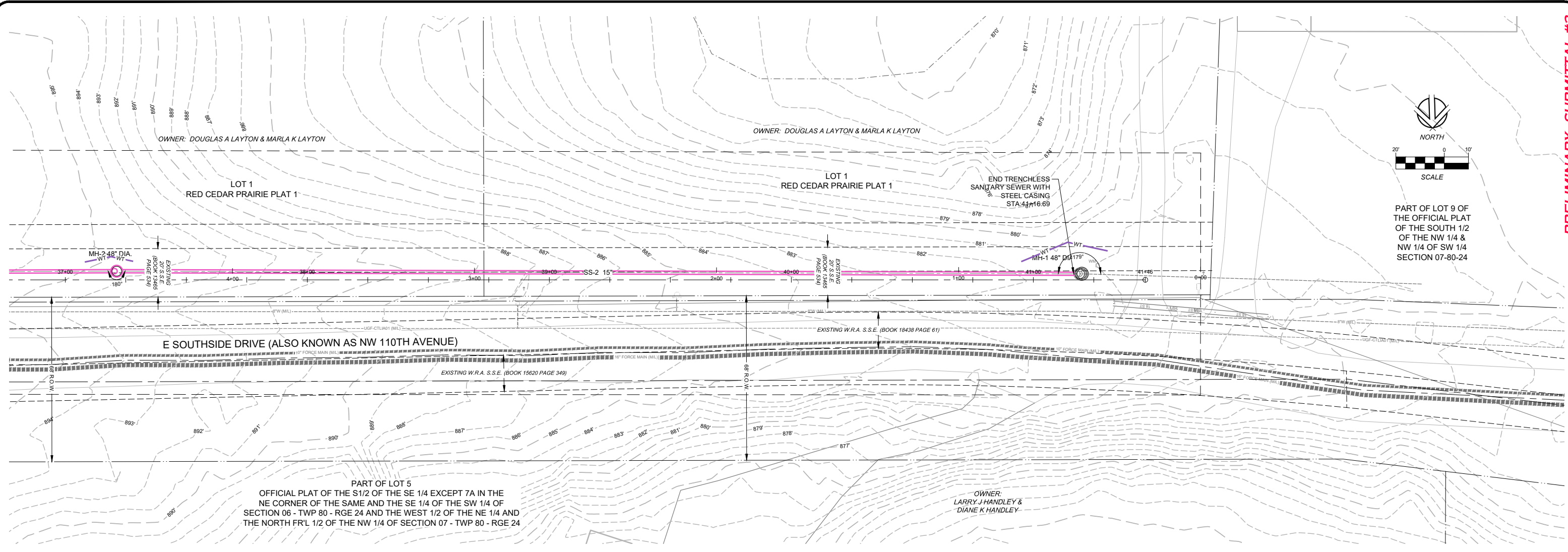
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ANTLER RIDGE SANITARY TRUNK SEWER
 POLK COUNTY, IOWA

PROJECT NAME: ANTLER RIDGE SANITARY TRUNK SEWER
 DESCRIPTION: SANITARY TRUNK SEWER

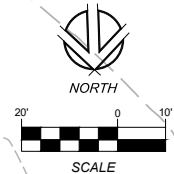
PROJECT NO.: 21255
 DATE: 09/23/2022
 DRAWN BY: W/JW
 CHECKED BY: JTN
 SHEET SIZE: 24" X 36"
 SHEET TITLE: D.05
 SHEET NO.: 8/10



PRELIMINARY - SUBMITTAL #3

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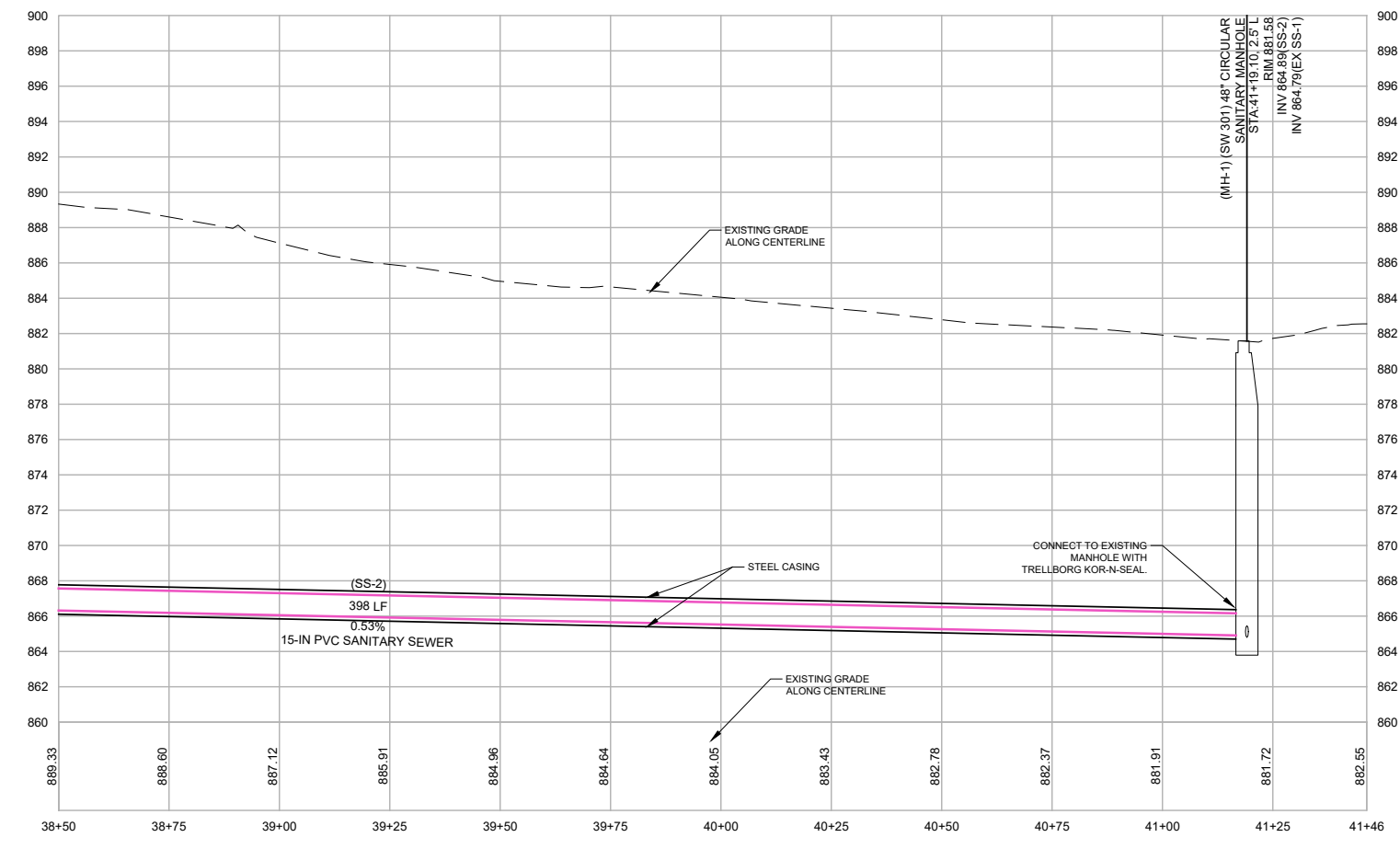
NILLES ASSOCIATES



PART OF LOT 9 OF
 THE OFFICIAL PLAT
 OF THE SOUTH 1/2
 OF THE NW 1/4 &
 NW 1/4 OF SW 1/4
 SECTION 07-80-24

REVISIONS:
 1) DESIGNED OFF CITY COMMENTS FROM (10-14-22)
 2) REVISED BASED OFF CITY COMMENTS FROM (10-19-22)
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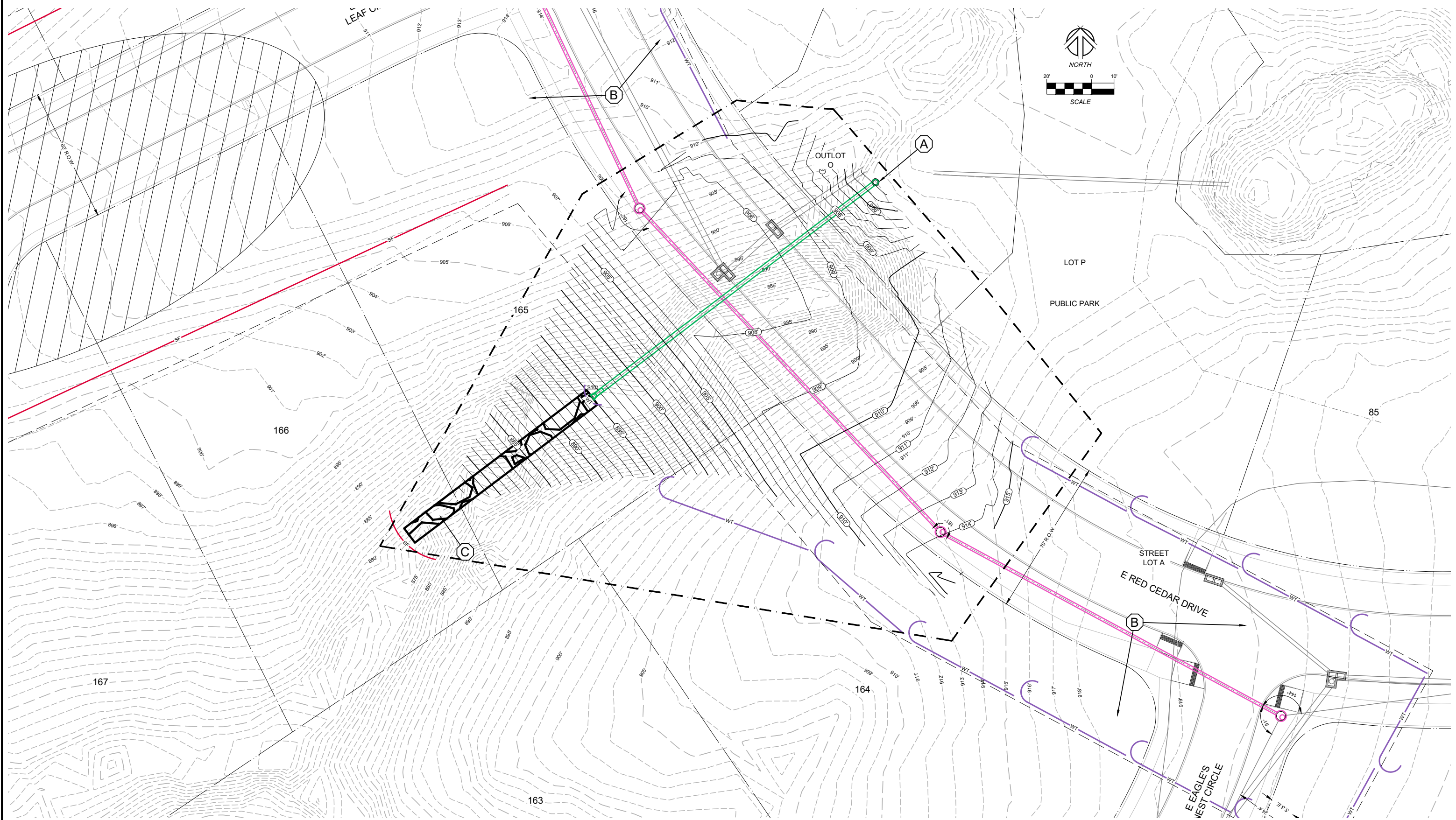
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PROJECT NAME:
ANTLER RIDGE SANITARY TRUNK SEWER
 POLK COUNTY, IOWA

DESCRIPTION:
PLAN & PROFILE - SANITARY TRUNK SEWER

PROJECT NO.: 21255
 DATE: 09/23/2022
 DRAWN BY: WJW
 CHECKED BY: JTN
 SHEET SIZE: 24" X 36"
 SHEET TITLE: D.06
 SHEET NO.: 9/10

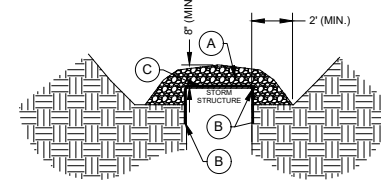


GRADING & EROSION CONTROL PLAN NOTES

- A. INSTALL ROCK INLET FILTER ON ALL INTAKES PRIOR TO PAVING AND DROP IN INLET PROTECTION DEVICE FOLLOWING PAVING.
- B. ALL DISTURBED AREAS SHALL BE SEEDED WITH TYPE 4 CONVENTIONAL SEEDING PER SUDAS FOLLOWING CONSTRUCTION.
- C. 2' DEEP REVETMENT.

LEGEND

- WT WATTLE
- SF SILT FENCE
- EXTENT OF GRADING
- CONSTRUCTION LIMITS

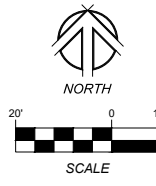


- A 1-INCH CLEAN STONE
- B SILT FENCE, BURY END 18" (MIN.)
- C STEEL SURFACE - PROP UP PLATE WITH 2" x 4"

*NOTE: MAINTAIN ROCK INLET FILTERS, REPLACE FABRIC AND/OR ROCK WHEN NEEDED

D-1 ROCK INLET FILTER

NOT TO SCALE



PRELIMINARY - SUBMITTAL #3

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 Civil Engineering - Land Surveying
 Landscape Architecture
NILLES ASSOCIATES

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PROJECT NAME:
ANTLER RIDGE SANITARY TRUNK SEWER
 POLK COUNTY, IOWA
 DESCRIPTION:
GRADING & EROSION CONTROL

PROJECT NO.:
 21255
 DATE:
 09/23/2022
 DRAWN BY:
 W/JW
 CHECKED BY:
 JTN
 SHEET NO.:
 24' X 36'
 SHEET TITLE:
 R.01
 SHEET NO. OF TOTAL SHEETS:
 10/10



City of Polk City, Iowa City Council Agenda Communication

Date: October 24, 2022
To: Mayor, City Council, & City Manager
From: Karla Hogrefe – Fire Chief
Subject: Purchase of Fire Engine

BACKGROUND: A new fire engine committee has been working on building our next fire engine over the past two months. We are scheduled to replace fire engine 451 in fiscal year 23-24 per the current CIP. With extended delivery dates (32-36.5 months) and prices going up (9% in November) we believe it is in our best interest to approve the bid as soon as possible. We went through Source well for a cooperative purchasing contract.

ALTERNATIVES: Don't sign and lock in current price. Pricing would go up and we would continue to wait on delivery.

FINANCIAL CONSIDERATIONS: The current base unit price prior to payment discount is \$714,231.00. There is a 100% prepayment option which would discount \$41,694.00, making the contract purchase price \$672,537.00. There is a custom payment option as well. Should Polk City Fire Department elect to make a \$175,000.00 progress payment at contract execution, a discount can be subtracted from the base unit price, saving \$13,562.00. The contract price would then be \$700,669.00.

RECOMMENDATION: Approve the purchase of the Pierce Enforcer Top Mount Pumper outfitted by Reliant Fire Apparatus, Inc. I suggest making a down payment of \$175,000.00 to receive the discount of \$13,562.00, making the total contract purchase price of \$700,669.00.

RELIANT FIRE APPARATUS, INC.

P.O. BOX 470 • SLINGER, WISCONSIN 53086 • PHONE (262) 297-5020



October 17, 2022

Polk City Fire Department
Deputy Chief Jeff Feller
112 N. 3rd St.
Polk City, IA 50226

Proposal Detail: Reliant Fire Apparatus Proposal #755 dated 10-11-2022 for one (1) Pierce Enforcer Top Mount Pumper.

Dear Chief Feller,

Thank you for the opportunity to present this Proposal Detail to the Polk City Fire Department. Attached you will find the completed proposal for the apparatus to be furnished. The pricing information for the Proposal Detail is as follows:

Pricing Summary:

Base Unit Price Prior to Payment Discount Options Detailed Below: \$714,231.00

100% Prepayment Option:

Should Polk City Fire Department elect to make 100% payment at contract execution an advanced payment discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Payment Discount:	\$714,231.00
Less Advanced Payment Discount:	<u>\$-41,694.00</u>
Contract Purchase Price:	\$672,537.00

Progress Payment Option:

Should Polk City Fire Department elect to make a chassis progress payment a discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Progress Payment Discount:	\$714,231.00
Less Chassis Progress Payment Discount:	<u>\$-10,869.00</u>
Contract Purchase Price:	\$703,362.00

Chassis progress payment due will be in the amount of \$362,317.00.

Custom Payment Option:

Should Polk City Fire Department elect to make a \$175,000.00 progress payment at contract execution a discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Progress Payment Discount:	\$714,231.00
Less Chassis Progress Payment Discount:	<u>\$-13,562.00</u>

Contract Purchase Price:

\$700,669.00

Other Payment Option:

The above prepayment options are the most common taken. However, custom prepayment options are available on any funds prepaid prior to their due dates. Should the opportunity exist to have other prepayment amounts or intervals other than the proposed above, please provide and a custom prepayment option quote can be calculated for your review.

100% Performance Bond:

Should Polk City Fire Department elect to have Performance Bond provided, \$1,750.00 will need to be added to the above pricing detail.

Terms and Conditions:

Pricing Validity – Proposal pricing is valid until October 30th, 2022.

Delivery – Unit(s) to be completed and prepared for final inspection within approximately 32.5 – 36.5 months from receipt and acceptance of contract or purchase order. Delivery lead time is based on current lead time at time of proposal. Lead time will be determined at time of contract/purchase order award.

Taxes – Any State, Federal, or local taxes are not included. If subject to taxes the amount will be added to the final invoice amount. For a tax-exempt purchase, the purchasing entity tax exempt form is required.

Freight – Delivery shall be F.O.B. Appleton, WI 54912

Payment Form – Payment to be made in the form of cash or check.

Payment Terms:

Base Option:

Payment due in full to Reliant Fire Apparatus, Inc. N10 days prior to final inspection and delivery from the Pierce Manufacturing, Inc. build location.

100% Prepayment Option:

Payment due in full at time of receipt and acceptance of contract or purchase order.

Custom Prepayment Option:

Payment of \$175,000.00 due in full at time of receipt and acceptance of contract or purchase order. Balance due in full to Reliant Fire Apparatus, Inc. N10 days prior to final inspection and delivery from the Pierce Manufacturing, Inc. build location.

Custom Chassis Progress Payment Option:

The chassis progress payment is due 120 days after receipt and acceptance of contract or purchase order.

Other Payment Option:

Said apparatus and equipment are to be built and shipped in accordance with the proposal hereto attached. Delays due to strikes, war, conflicts, pandemics, supply chain issues, or other causes beyond our control, could alter the delivery schedule.

The proposal herein contained shall form part of the final contract and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of proposal, except for any items deemed to be “non-compliant” by the purchaser. All “non-compliant” items are detailed on the NFPA Statement of Exceptions included with the proposal.

We thank the Polk City Fire Department for the opportunity to submit Reliant Fire Apparatus proposal #755 to you. Should you have any questions or require any additional information, please do not hesitate contacting me directly, or contacting Reliant Fire Apparatus directly at (262) 297-5020.

Respectfully,

Bruce Blum

Bruce Blum
RELIANT FIRE APPARATUS, INC.
Cell: 712-579-5273
Email: bruceb@reliantfire.com



City of Polk City, Iowa

City Council Agenda Communication

Date: October 21, 2022
To: Mayor & City Council
From: Chief Jeremy Siepker
Subject: Amend Chapter 75 – ATV's

BACKGROUND: In July 2022 the State of Iowa amended Code chapters 321I and 321G allowing operation of ATV's (all-terrain vehicles) and ORV's (off-road utility vehicles) to be operated on county roadways. The Polk City Municipal Code has not allowed the use of ATVs or ORVs on streets and roadways within the city limits for years. The amendments proposed to our current Chapter 75 ATV ordinance would change the language to reflect a continuation of not allowing the use of ATVs within the city limits of the City of Polk City.

ALTERNATIVES: Do not approve the proposed changes to Municipal Code Chapter 75.

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

RECOMMENDATION: It is my recommendation that the Council approves the proposed changes to Code Chapter 75 and continue to not allow the use of ATV's or ORV's within the city limits of Polk City.

ORDINANCE NO. 2022-2400

**AN ORDINANCE TO AMEND CHAPTER 75, POLK CITY MUNICIPAL CODE,
REGARDING THE USE OF ALL TERRAIN VEHICLES AND OFF-ROAD UTILITY
VEHICLES WITHIN THE CITY**

WHEREAS, the State has amended Iowa code chapters 321I and 321G of the Iowa Code to allow for the use of all-terrain vehicles (ATV) and off-road utility vehicles (ORV) on county roadways as more particularly provided in those amended state code chapters; and

WHEREAS, Polk City Municipal Code has not allowed the use of ATVs and ORVs on streets and roadways within the city limits for many years; and

WHEREAS, the recent state amendments to Iowa Code chapters 321I and 321G necessitate updating the language of the Polk City Municipal Code to avoid ambiguity in the interpretation and enforcement of the City Code and consistent with Iowa law; and

BE IT THEREFORE ORDAINED by the City Council of the City of Polk City:

Section 1: Chapter 75.02, Polk City Municipal Code, should be and the same is hereby amended by adding the following new subsection:

5. “City Street” means all highways, streets, roads, primary and secondary road extensions, whether paved or unpaved, within the City limits.

Section 2: Chapter 75.05(1), Polk City Municipal Code, should be and the same is hereby repealed and enacted in lieu thereof is as follows:

§75.05(1) 1. City Streets. ATVs and off-road utility vehicles shall not be operated on City Streets.

Section 3: Chapter 75.05(6)(E), Polk City Municipal Code, should be and the same is hereby repealed and enacted in lieu thereof is as follows:

§75.05(6)(E) The crossing is made from a street, roadway, or highway on which the all-terrain vehicle is authorized to operate to a street, roadway, or highway on which the all-terrain vehicle is authorized to operate.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the

ordinance as a whole or any section, provisions or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the Council this ____ day of _____ 2022.

Steve Karsjen, Mayor

Attest:

Jenny Coffin, City Clerk

ORDINANCE NO. 2022-2300

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA, BY REZONING PORTIONS OF THE LILLSKAU PROPERTY LOCATED WEST OF NW 44TH STREET, POLK CITY, IOWA TO INCLUDE 0.97 ACRES FROM ZONING CLASSIFICATION OF R-2 ONE AND TWO-FAMILY RESIDENTIAL AND R-2A TOWNHOME RESIDENTIAL TO A ZONING CLASSIFICATION R-1 SINGLE FAMILY DETACHED

WHEREAS, on the 19th day of September 2022, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the property legally described as:

THAT PART OF OUTLOT X, WHITE PINE PRAIRIE PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK CITY, POLK COUNTY, IOWA; AND THAT PART OF THE SOUTH 601.5 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTH 601.5 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 07; THENCE NORTH 00 DEGREES 34 MINUTES 17 SECONDS EAST, A DISTANCE OF 416.54 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 34 MINUTES 17 SECONDS EAST, A DISTANCE OF 517.32 FEET; THENCE SOUTH 47 DEGREES 10 MINUTES 01 SECONDS EAST, A DISTANCE OF 137.27 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 13.57 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 13 SECONDS WEST, A DISTANCE OF 425.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 43 SECONDS WEST, A DISTANCE OF 88.03 FEET, TO THE POINT OF BEGINNING.
CONTAINING 0.97 ACRES MORE OR LESS.

be considered for rezoning from zoning classification of R-2 One and Two-Family Residential and R-2A Townhome Residential to a zoning classification R-1 Single Family detached Residential; and

WHEREAS, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Municipal Code of the City of Polk City, Iowa, be and is hereby amended by rezoning the 0.97 acres from R-2 One and Two-Family Residential and R-2A Townhome Residential to a zoning classification R-1 Single Family detached Residential.

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

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

PASSED AND APPROVED this _____ of _____ 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

First Reading:
Second Reading:
Third Reading:
Date of Publication by posting