

Agenda -Notice of Meeting

Polk City | City Council

June 13, 2022 | 6:00 pm

City Hall Council Chambers

Public Meeting participation in person or via phone

Call in # 515-726-3598 Participant Code 535355

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

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

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

Steve Karsjen | Mayor

Ron Anderson | Pro Tem

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

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Public Hearing:

- a. Public Hearing on Proposed 28E Agreement with Ankeny, Iowa regarding the establishment of an annexation and development review agreement boundary
 - i. Resolution 2022-69 approving 28E Agreement

5. Presentation: Four Seasons Festival presentation by Go Polk City Board President, Brandon Converse

- a. Four Seasons Festival July 16, 2022 from 2-6pm for activities on the Town Square, waiving the Noise Control Ordinance, chapter 52, July 16 from 2pm to 11pm with street closures from 11a to 8p as follows:
 - 1st Street from Broadway to Van Dorn
 - 2nd Street from Broadway to Van Dorn
 - Broadway from 1st Street to 2nd Street
- b. Four Seasons Festival Parade July 16 at 1pm with street closures from 12p to 2p as follows:
 - Washington from Parker to Tyler
 - Tyler from Washington to Broadway
 - Broadway from Tyler to 1st Street

6. 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.*

7. Consent Items

- a. City Council Meeting Minutes for May 23, 2022
- b. City Council Work Session Meeting Minutes for May 23, 2022
- c. Receive and file the Parks Commission Meeting Minutes for June 6, 2022
- d. Claims listing June 13, 2022
- e. Twelve-month Tobacco Permit for Kwik Star 1089 effective July 1, 2022
- f. Receive and file May 2, 2022 Library Board Meeting Minutes
- g. Receive and file May 2022 Library Director Report

- h. Acknowledge Resolution 2022-06L updating and confirming the salaries for the Library Staff
- i. Receive and file the Library Spending Policy
- j. Resolution 2022-70 approving Pay Application No. 3 for the North 3rd Street and Vista Lake Avenue Intersection Improvements Project in the amount of \$110,380.98
- k. Unit #210 Public Works Pick-up truck repairs including new engine in an amount not to exceed \$13,500
- l. Set pay for Dustin Heglin to fill the new full-time Operations Specialist 1 position in Public Works effective July 1, 2022 at a rate of \$22 per hour
- m. Brush Pile Chipping and Chip Removal in the amount of \$39,200
- n. Receive and file May 2022 Water Department Report
- o. Receive and file May 2022 Police Department Report
- p. Receive and file May 2022 Fire Department Report
- q. Receive and file May 2022 Parks & Recreation Department Updates
- r. Receive and file the 2022 Q1 Parks & Recreation Program Cost Recovery Report
- s. Resolution 2022-71 setting a Public Hearing regarding the requested annexation of certain property into the City of Polk City
- t. Acknowledge Fridays as the new collection day for garbage and yard waste effective July 1, 2022
- u. Twelve months High Proof Brew Pub Liquor License for Fenders effective July 14, 2023
- v. Twelve months Class C Liquor License for Waters Edge with Outdoor Services and Sunday Sales effective 6/24/2023
- w. Special Event Applications:
 - i. Block Party on W Ridge Ct. June 24 from 7p-12a including partial street closure
 - ii. Block Party on Sunset Street August 20 from 1pm to 1am with partial street closure
- x. Accept resignation of Amy Bentley from Parks Commission effective 6/4/22
- y. Promote Lieutenant Zach Dunham to Deputy Fire Chief at the same hourly pay plus \$175 monthly stipend for June 2022
- z. Promote Lieutenant Nick Klatt to Fire Captain at the same hourly pay plus \$2 per hour stipend effective July 1, 2022
- aa. RFP for Elevated Water Storage Tank Project
- bb. Resolution 2022-73 accepting Public Improvements for Ledgestone Ridge
- cc. Resolution 2022-74 approving Construction Drawings for Four Seasons Plat 2
- dd. Resolution 2022-75 approving Development Agreement Four Seasons

8. Business Items

- a. Resolution 2022-72 authorizing and approving a certain Loan Agreement, providing for the issuance of \$4,500,00 General Obligation Corporate Purpose Bonds, Series 2022 and providing for the levy of taxes to pay the same
- b. Snyder & Associates invoice for April 2022 Engineering Services in the amount of \$20,890.25
- c. Third Reading Ordinance 2022-1500 rezoning 1716 E Northside Drive from A-1 to R-1
- d. Third Reading Ordinance 2022-1600 amending Chapter 92, Water Rates
- e. Third Reading Ordinance 2022-1700 amending Chapter 99, Sewer Services Charges

9. Reports & Particulars

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

- 10.** Closed Session under Code of Iowa; Chapter 21 Official Meetings open to Public; section 5 Closed Session; sub paragraph 1.j To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording

of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed

11. (Optional) Take action on closed session item

12. Adjournment

--next meeting date June 27, 2022



City of Polk City, Iowa

City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Public hearing on Proposed 28E Agreement with Ankeny, Iowa regarding the establishment of an annexation and development review agreement boundary

BACKGROUND: On Monday the City Council will hold a public hearing regarding a proposed 28E Agreement with the City of Ankeny for annexation and boundary agreement. Polk City and Ankeny currently have a 28E Agreement, which expires December 31, 2022. We have been working with the City of Ankeny to replace that agreement with a new one, which is the proposal for the Council's consideration.

The new agreement extends the boundary line between Polk City and Ankeny from the existing ending of the boundary at NW 126th Avenue to NW 134th Avenue.

The City of Ankeny has approved the 28E Agreement, and once Polk City reviews and approves, we will fully execute a copy of the agreement and file it accordingly.

ALTERNATIVES: Do not approve the agreement

FINANCIAL CONSIDERATIONS: N/A

RECOMMENDATION: It is my recommendation that the Council approve the annexation and boundary agreement, as our existing agreement is set to expire at the end of the calendar year. The new agreement is for a period of 10 years.

RESOLUTION NO 2022 - 69

RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF POLK CITY TO SIGN AN AGREEMENT AMENDING AND RENEWING THE 28E AGREEMENT WITH ANKENY, IOWA REGARDING THE ESTABLISHMENT OF AN ANNEXATION AND DEVELOPMENT REVIEW AGREEMENT BOUNDARY

WHEREAS, the City of Polk City and the City of Ankeny, Iowa have both adopted comprehensive plans which address the long-range growth areas of each community; and

WHEREAS, Section 368.4, *Iowa Code* (2022) provides that a city may, by resolution, agree with another city or cities to refrain from annexing specifically described territory for a period of not to exceed ten years; and

WHEREAS, Sections 354.8 and 354.9 of the *Iowa Code* (2022) establish the rights of cities to review subdivision plats within two miles of their corporate boundaries; and

WHEREAS, Section 354.9(3), *Iowa Code* (2022) pertain specifically to overlapping areas of review between cities, and provides that cities may establish by agreement, pursuant to Chapter 28E, *Iowa Code* (2022), reasonable standards and conditions to review of subdivisions with overlapping areas; and

WHEREAS, Polk City and Ankeny have established jurisdiction to review subdivisions outside their corporate boundaries, pursuant to Sections 354.8 and 354.9, *Iowa Code* (2022); and

WHEREAS, Polk City and Ankeny have previously executed a 28E Agreement defining an annexation and development review area agreement boundary effective August 13, 2013, and filed August 20, 2013; and

WHEREAS, the 28E Agreement filed August 20, 2013, is effective for a period of ten years following the effective date and thereafter as provided by any agreement to extend the 28E Agreement; and

WHEREAS, it is in the best interest of the citizens of Polk City and Ankeny to execute an agreement to amend and extend the 28E Agreement.

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

1. That the City Council hereby approves the Agreement attached hereto.
2. That the City Council authorizes the Mayor to sign the attached Agreement with the City of Ankeny, Iowa.

DATED at Polk City, Iowa, this 13th day of June 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS
AND TO ESTABLISH A DIVISION LINE BETWEEN
CORPORATE BOUNDARY LINES

WHEREAS, it is in the public interest of the CITY OF ANKENY (hereinafter referred to as ANKENY), and the CITY OF POLK CITY (hereinafter referred to as POLK CITY), to establish an annexation Division Line (hereinafter referred to as Division Line), between their respective corporate boundary lines;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. PURPOSE. Because of their present common corporate boundaries and close proximity leading to more common corporate boundaries in the future, and their common desire to enhance the land use along and in the vicinity of the common corporate boundaries, it is in the public interest for Ankeny and Polk City to respectively pass resolutions to establish this AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS AND TO ESTABLISH A DIVISION LINE BETWEEN CORPORATE BOUNDARY LINES (hereinafter referred to as AGREEMENT), to provide for communication and cooperation in developing each city's comprehensive plan in their respective territories adjacent to the Division Line, and to establish a Division Line more particularly identified in Section 2.

SECTION 2. DIVISION LINE. The aforementioned cities hereby agree upon the establishment of a Division Line, between the presently established corporate boundaries of the two Cities, which is legally described as follows, all located in Polk County, Iowa:

A line beginning at a point at the southwest corner of the Northwest 1/4 of Section 18, Township 80 North, Range 24 West, thence east and along the centerline of NW 98th Avenue to its intersection with NW Polk City Drive (State Highway 415); thence northwesterly along the centerline of NW Polk City Drive (State Highway 415) to its intersection with NW 44th Street; thence north along the centerline of NW 44th Street to its intersection with NW 118th Avenue; thence east along the centerline of NW 118th Avenue to its intersection with NW 30th Street; thence north along the centerline of NW 30th Street to its intersection with NW 134th Avenue, all located within Polk County, Iowa.

A map of this description is attached as Exhibit A and made part of this agreement.

SECTION 3. ANNEXING MORATORIUM. In accordance with Iowa Code Chapter 368 and as defined therein, Ankeny and Polk City agree to an annexing moratorium as follows:

- A. Ankeny agrees not to annex voluntarily or involuntarily, or otherwise incorporate within its boundaries, all or any part of the territory located to the west or north of the Division Line.
- B. Polk City agrees not to annex voluntarily or involuntarily, or otherwise incorporate within its boundaries all or any part of the territory located to the east or south of the Division Line.

SECTION 4. APPLICABILITY. This Agreement is applicable to all annexation proceedings, both voluntarily and involuntary, and pending annexations as well as any that may be commenced in the future, to the fullest extent allowed and as provided by Iowa Code Chapter 368. All such proceedings which have been initiated but not completed are hereby amended to conform to this agreement, and any portion of any petition for annexation, whether voluntary or involuntary, in conflict herewith is hereby terminated and

withdrawn. Completion is hereby defined as being approved by the City Development Board and duly recorded prior to the date of the second City's approval and signature on this Agreement.

Both cities agree not to annex territory in violation of this Agreement. Each city, and their officials, agents and representatives, agree not to aid or support in any way, any person, party, agency, or governmental body who may oppose, enjoin, or obstruct the other in the pursuit of any annexation that conforms with this Agreement. Terminology used in this Agreement shall be defined in the same manner as it is defined and used in Iowa Code Chapter 368, unless specifically defined herein.

SECTION 5. JOINT COORDINATION AND COOPERATION. The Cities agree to coordinate long range planning and zoning of development along the Division Line. The Cities shall coordinate their comprehensive plans for the territory located within 600 feet of the Division Line to the end that the uses proposed by one City may be compatible with the uses proposed by the other city; corridors are developed for future streets that would bisect the annexation line with the proposed classification of those streets; proposed corridors for pedestrian and bicycle traffic are identified; and any other matters agreed to by the Cities. Both Cities agree to respect the planning and land uses illustrated in the respective Cities' Comprehensive Plans for the areas near this annexation boundary; however, the Cities agree to meet at mutually agreed upon times to coordinate these activities. This is not intended to establish that one City has control over the other City's legislative powers, rather it is intended to establish that the two Cities will coordinate and cooperate with each other in their planning and legislative powers for the land along the Division Line to the extent deemed acceptable by the respective Cities.

Pursuant to Iowa Code Section 354.9(3), Ankeny and Polk City agree that the subdivision standards and review authority granted by state law to the cities for the two miles from their respective and overlapping limits, shall be handled as follows:

- Ankeny shall have extra territorial review and approval authority south and east of the above described annexation agreement line.
- Polk City shall have extra territorial review and approval authority north and west of the above described annexation agreement line.

SECTION 6. PUBLIC IMPROVEMENTS. Within one-eighth mile of the Division Line, the design and location of collector streets and other major thoroughfares, and major pedestrian and bicycle systems, which are or should be constructed in a size larger than customary for local service to adjoining property owners; or which should be continuous between the two Cities for the convenience of the public and the welfare of their citizens, shall be coordinated and agreed to by both Cities.

Wherever practical, new streets and other public improvements shall not be located on or along the Division Line. Where such situations cannot be avoided or already exist, construction, reconstruction, or expansion of such public improvements shall be subject to the approval of each City and shall be jointly planned, designed, and constructed, and both cities will endeavor to reach a mutual agreement of how the paving or other improvement will be financed.

SECTION 7. RIGHTS AND OBLIGATIONS. This Agreement creates rights and obligations only between these two parties as governmental entities, and is to be interpreted, applied, and enforced by these entities only. It is not intended and shall not be interpreted to create any rights, title, or interest in any other person, firm, corporation, or entity, whether or not resident or taxpayer of either City, and whether directly or as a third-party beneficiary.

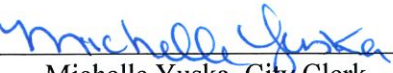
SECTION 8. STATUTORY AUTHORITY. This Agreement is entered into by Ankeny and Polk City pursuant to Iowa Code Section 368.4, and is joint exercise of governmental powers, pursuant to Iowa Code Chapter 28E. It does not create a separate legal entity; grants no power to purchase, own, or mortgage real or personal property; creates no governing board; and does not have an operating budget.

SECTION 9. EFFECTIVE DATE AND DURATION. The effective date of this Agreement shall be the later of approval dates of the two Cities. This Agreement shall be in full force and effect for a period of ten years after the aforementioned effective date, and thereafter as provided by any agreement to extend this Agreement. This Agreement may be amended at any time upon approval of both City Councils.

SECTION 10. SEPARABILITY. If any section, provision, or part of this Agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

CITY OF ANKENY, IOWA

By: 
Mark E. Holm, Mayor

By: 
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the 6th day of June, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the 6th day of June, 2022, and the said Mark E. Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.


Notary Public in and for the State of Iowa



CITY OF POLK CITY, IOWA

By: _____
Steve Karsjen, Mayor

By: _____
Jenny Coffin, City Clerk

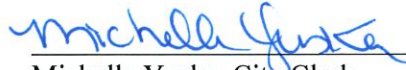
STATE OF IOWA, COUNTY OF POLK, ss:

On the ___ day of ____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steve Karsjen and Jenny Coffin, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Polk City, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Polk City, Iowa, on the ___ day of ____, 2022, and the said Steve Karsjen and Jenny Coffin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

ANKENY CLERK'S CERTIFICATION - RESOLUTION 2022-297

I, Michelle Yuska, City Clerk of the City of Ankeny, Polk County, Iowa, do hereby certify that the notice of the public hearing on the foregoing Agreement, was published at least once in the Des Moines Register a weekly newspaper having general circulation in Ankeny, Iowa, on the 29th day of April, 2022, which publication date was not less than four nor more than twenty days before the date of the hearing. Further, following the hearing which was held on the 6th day of June, 2022, the Resolution approving the Agreement was duly approved and accepted by the City Council of said City of Ankeny, by Resolution No. 2022-297 on the 6th day of June, 2022.



Michelle Yuska, City Clerk
City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this 6th day of June, 2022, before me, the undersigned notary public, personally appeared Michelle Yuska to me personally known, and, who being by me duly sworn, did say that she is the City Clerk, of the City of Ankeny, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. 2022-297 adopted by the City Council on the 6th day of June, 2022, and that Michelle Yuska acknowledged the execution of the instrument to be her voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Notary Public in the State of Iowa



POLK CITY CLERK'S CERTIFICATION - RESOLUTION 2022-xxs

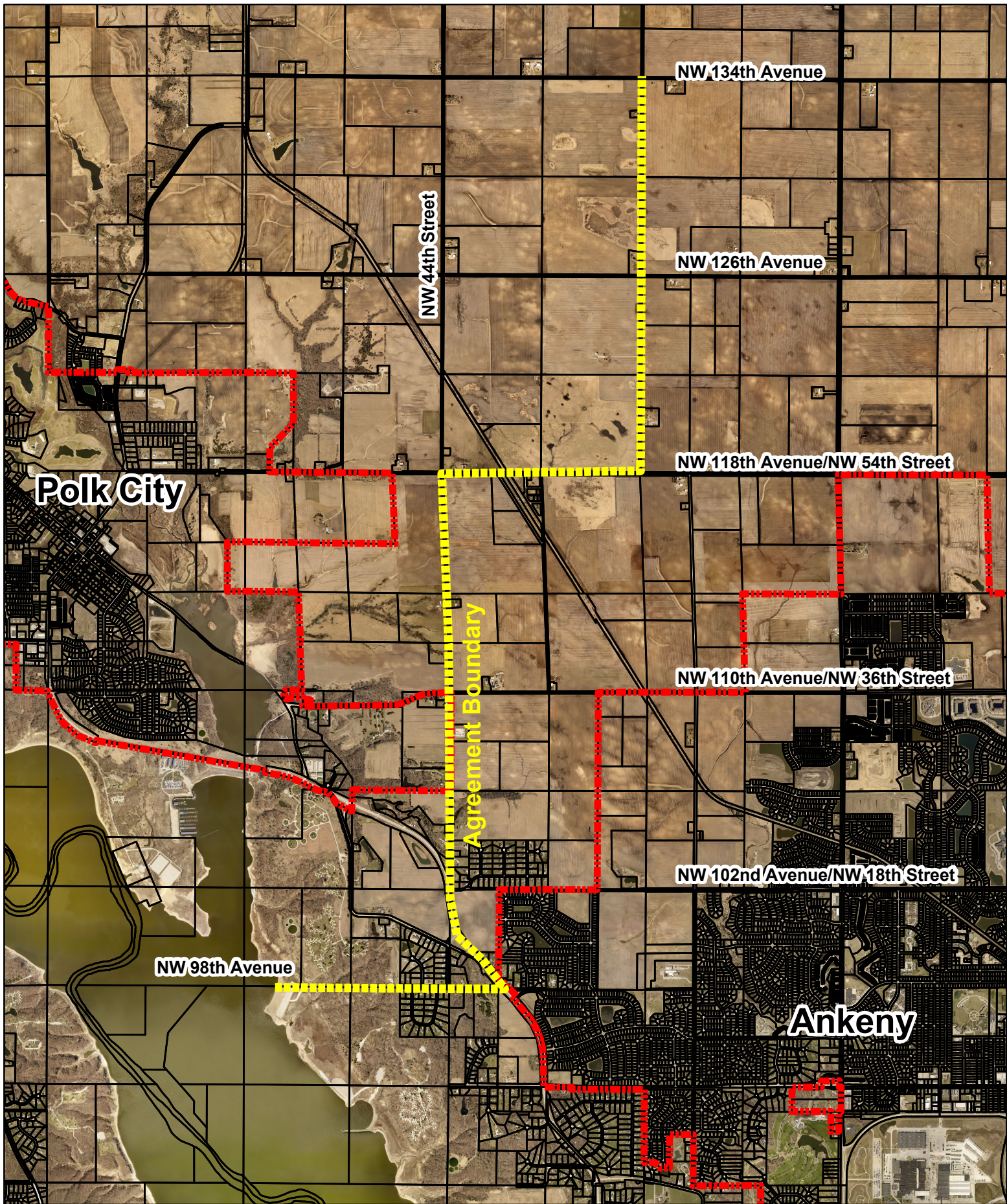
I, _____, City Clerk of the City of Polk City, Polk County, Iowa, do hereby certify that the notice of the public hearing on the foregoing Agreement, was published at least once in the Ankeny Register a weekly newspaper having general circulation in Polk City, Iowa, on the _____ day of _____, _____, which publication date was more than thirty days before the date of the hearing. Further, following the hearing which was held on the _____ day of _____, _____, the Resolution approving the Agreement was duly approved and accepted by the City Council of said City of Polk City, by Resolution No. _____ on the _____ day of _____, _____.

Jenny Coffin, City Clerk
City of Polk City, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, _____, before me, the undersigned notary public, personally appeared Jenny Coffin to me personally known, and, who being by me duly sworn, did say that she is the City Clerk, of the City of Polk City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council under Roll Call No. ____ of the City Council on the _____ day of _____, _____, and that Jenny Coffin acknowledged the execution of the instrument to be her voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in the State of Iowa



1 inch = 3,330 feet

Ankeny - Polk City Annexation Agreement Boundary

Community Development Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1751
(515)963-3550 - (515)963-3535 fax
www.ankenyiowa.gov



City of Polk City, Iowa

City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor & City Council
From: Jason Thraen, Parks & Recreation Director and Jeremy Siepker, Chief of Police
Subject: Go Polk City Four Seasons Fest 2022 Town Square & Street Usage

BACKGROUND: Go Polk City has requested the use of Town Square and 1st, 2nd, and Broadway Street closures to host their 2022 Four Seasons Festival. Town Square and 2nd Street will be used primarily for activity and vendor space. 1st Street will be used for event staging and parking. Broadway Street will be used as additional vendor space and a pedestrian corridor.

ALTERNATIVES: Do not approve 1st, 2nd, and Broadway Street closure requests.

FINANCIAL CONSIDERATIONS: Staff time to have barricades in place. Street closure fee included on special event application to be waived.

RECOMMENDATION: Approve 1st, 2nd, and Broadway Street closure requests to increase festival's operating area and provide a safe pedestrian route from Town Square to the American Legion Post 232.

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m. May 23, 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., May 23, 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 Walters and seconded by Vogel to approve the agenda
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** | None
5. **Consent Items**
 - a. City Council Meeting Minutes for May 9, 2022
 - b. Receive and file the Planning and Zoning Commission Meeting Minutes for May 16, 2022
 - c. Claims listing May 23, 2022
 - d. April 2022 Finance Report
 - e. Amend Police Department Job Descriptions
 - f. Twelve-month Tobacco Permit for Kum & Go #135 effective July 1, 2022
 - g. Twelve-month Tobacco Permit for Fareway Stores, Inc. #137 effective July 1, 2022
 - h. Resolution 2022-64 setting Public Hearing on an Amendment to the Polk City’s Comprehensive Plan, Future Land Use Plan
 - i. Resolution 2022-65 approving an Easement with US Army Corps of Engineers for Iron Waste Water Treatment Lagoon and Access Path
 - j. Amend 5-year Staffing Plan
 - k. Set Pay for new hire Riley Ballantyne, part-time Firefighter/EMT at a rate of \$16.75 per hour contingent on successful completion of the physical examination and completion of the Firefighter 1 certification**MOTION:** A motion was made by Vogel and seconded by Sarchet to approve the consent agenda items
MOTION CARRIED UNANIMOUSLY
6. **Business Items**
 - a. **MOTION:** A motion was made by Dvorak and seconded by Walters to approve Resolution 2022-66 approving the Site Plan for The Move Youth Community Center
MOTION CARRIED UNANIMOUSLY
 - b. **MOTION:** A motion was made by Dvorak and seconded by Walters to approve Resolution 2022-67 awarding General Obligation Corporate Purpose Bonds, Series 2022
MOTION CARRIED UNANIMOUSLY
 - c. **MOTION:** A motion was made by Sarchet and seconded by Anderson to approve Resolution 2022-68 participation in CIWW
MOTION CARRIED UNANIMOUSLY
 - d. **MOTION:** A motion was made by Vogel and seconded by Dvorak to approve the Second Reading of Ordinance 2022-1500 rezoning 1716 E Northside Drive from A-1 to R-1
MOTION CARRIED UNANIMOUSLY
 - e. **MOTION:** A motion was made by Walters and seconded by Vogel to approve the Second Reading of Ordinance 2022-1600 amending Chapter 92, Water Rates
MOTION CARRIED UNANIMOUSLY

f. **MOTION:** A motion was made by Vogel and seconded by Dvorak to approve the Second Reading of Ordinance 2022-1700 amending Chapter 99, Sewer Service

MOTION CARRIED UNANIMOUSLY

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

- City Manager Huisman reported that MWA has requested to move garbage collection day from Wednesdays to Fridays, to match curb-it recycling day. The proposed effective date is July 1, 2022
- Council member Sarchet stated that the proposed garbage collection day is normal practice across the Des Moines metro, and this could provide some stability in Polk City
- Council member Vogel mentioned that the change to Friday collection day has advantages to moving collection day, as it would be one less day to remember for collection, and provide for fewer days when trucks are driving down residential streets

8. **Adjournment**

MOTION: A motion was made by Anderson and seconded by Vogel to adjourn at 6:15 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – June 13, 2022

Steve Karsjen, Mayor

Attest

Chelsea Huisman, City Manager

MEETING MINUTES
The City of Polk City
Work Session
5:00 p.m., Monday, May 23, 2022
City Hall Council Chambers

A Council Work Session was held on May 23, 2022 at 5:00 p.m. at the City Hall Council Chambers in Polk City, Iowa.

<p><u>Mayor and City Council Members Present:</u> Steve Karsjen Mayor Ron Anderson Pro Tem David Dvorak City Council Member (arrived 5:44pm) Jeff Walters City Council Member Mandy Vogel City Council Member Robert Sarchet City Council Member</p>	<p><u>Staff Members Present:</u> Chelsea Huisman City Manager Carol Thornburg Accounting Specialist Mike Schulte Public Works Director Amy Beattie City Attorney</p>
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Minutes

PFM Financial Review - PFM Financial Advisor, Matt Stoffel presented information regarding the observations and considerations for the Regional Water model.

Motion was made by Anderson and seconded by Walters to Adjourn at 5:57 p.m. ***Motion carried Unanimously.***

Steve Karsjen, Mayor

Chelsea Huisman, City Manager

MEETING MINUTES
The City of Polk City
Parks Commission
6:00 p.m., Monday, June 6, 2022
City Hall

The Polk City Parks Commission held a meeting at 6:00 pm, on June 6, 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** /The meeting was called to order at 6:00 p.m.
2. **Roll Call** | Savage, Reed, Otis, Converse | In attendance
Bentley, Haaland, Delaney | Absent.
3. **MOTION:** A motion was made by Reed and seconded by Savage to approve the April 4, 2022 meeting minutes.
MOTION CARRIED UNANIMOUSLY
4. **Audience Items** | None
5. **Introduce Allison Scheel, 2022 Summer Parks & Recreation Intern** – Allison introduced herself to the Commission. She is attending Northwest Missouri State, majoring in Parks and Recreation Management. This is her final internship before graduating, and she is excited to work with a city, particularly with sports camps. Her past internship experiences have been with summer camps. She will be working with Parks & Recreation Director Thraen over the course of the summer and will submit a journal every two weeks summarizing what she has learned through her experiences. One major project of hers will be to find ways to engage the public more with Doc Simmer Memorial Park, and she will present ideas to the Parks Commission at the August 1 meeting.
6. **Update on Lost Lake Park Phase II** – Parks & Recreation Director Thraen provided an update on the park project. Earthwork has started, and foundations for the equipment and slab for the rubber surfacing will be poured next, then the equipment will be installed. It is anticipated that the project will be complete sometime in July, weather pending. A ribbon cutting and potential ice cream social, as suggested by Reed, will occur once the project is complete.
7. **Update on Leonard Park Shade Structure** – Director Thraen said the Friends of Polk City Park’s initial 5K fundraising event went very well. The event raised about \$8,000 (out of the estimated cost of \$10,000) for the shade structure, and the hope is that final fundraising for the structure will be done over the next few months so the shade shelter could be installed in Spring 2023. He thanked all the donors, participants, and volunteers for helping with the event.
8. **Summarize Q1 2022 Program Cost Recovery Report** - Director Thraen gave an overview of the cost recovery report. Dodgeball was extremely successful since costs were low and there was no gym rental fee thanks to Lakeside Fellowship. The spring break group trips were successful, especially considering it was the first time offering these programs. He hopes to offer more of these trips over school breaks in the future. The senior citizen programs offered in the first quarter did not have enough interest to continue, but the upcoming day at the Iowa State Fair is looking promising for this summer. Converse asked if having the new transportation offering has helped increase interest, which Thraen said it has.
9. **Approve moving July 4, 2022 Parks Meeting to July 5, 2022 (Independence Day Holiday)**
MOTION: A motion was made by Reed and seconded by Savage to move the meeting to July 5, 2022.
MOTION CARRIED UNANIMOUSLY
10. **Approve moving Sept. 5, 2022 Parks Meeting to Sept. 6, 2022 (Labor Day Holiday)**
MOTION: A motion was made by Reed and seconded by Converse to move the meeting to September 6, 2022.
MOTION CARRIED UNANIMOUSLY

11. **Reports & Particulars** | Council Liaison, City Manager, Staff, and Commission

- Parks and Recreation Director Thraen expressed appreciation to Principal Richards and the North Polk 8th grade class on the park cleanup day on May 24, they got a tremendous amount of cleanup accomplished.
- Parks and Recreation Director Thraen also gave an update on recent events, 61 people attended the first Movie in the Park event on Friday, June 3rd, and 11 participated in the first Yoga in the Park on Saturday, June 4th.
- Thraen also announced that Commission Member Bentley has turned in her resignation, as Monday night meetings will no longer work for her. A replacement Commission Member will need to be found.
- Council Liaison Vogel followed up from a question at the April Commission meeting that the Regional Park is still in the City's 5-year CIP plan for 2023-2024. She also mentioned that the City has applied for the Main Street Iowa program through the Iowa Economic Development Authority, and results of this application should be known by later this summer. She also mentioned that citizens should anticipate an increase in both sewer and water rates starting in July, however this increase is less than anticipated thanks to the City managing irrigation demands.

12. **MOTION:** A motion was made by Converse and seconded by Savage to adjourn at 6:18 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – July 5, 2022

Submitted by Parks Commission Secretary:



Monica Converse

Attest:

Jason Thraen, Parks & Recreation Director

CLAIMS REPORT		
CITY OF POLK CITY	DATED	6/13/2022
VENDOR	REFERENCE	AMOUNT
Absolute Concrete Construction	N 3RD/VISTA LAKE INTERSECTION	\$ 110,380.98
ALEXA MINASIAN	REIMBURSEMENT-PROGRAM SUPPLIES	\$ 453.76
AMAZON BUSINESS	CITY SUPPLIES	\$ 1,266.45
ANKENY TOWING	#25 TOWED TO STEWS	\$ 89.00
ARNOLD MOTOR SUPPLY	WATER PLANT PAINT/VEHICLE SUPPLIES	\$ 647.57
AXON ENTERPRISE INC	XPPM AXON BATTERY	\$ 87.23
BAKER & TAYLOR	LIBRARY BOOKS	\$ 2,953.98
Barco Products Company	BIKE RACK FOR SQUARE	\$ 1,196.46
BOMGAARS	PUBLIC WORKS SUPPLIES	\$ 178.76
Bound Tree Medical	MEDICAL SUPPLIES	\$ 2,177.90
BRICK LAW FIRM	GENERAL	\$ 5,584.00
BURT DIRTWORKS	GRADING/DIRT SHOP FACILITIES	\$ 3,000.00
CANDICE FOSTER	PRESENTER	\$ 60.00
CANINE TACTICAL	K9 TRAINING	\$ 200.00
CENTURY LINK	PHONE SERVICE	\$ 285.55
CHRISTIAN BROTHERS AUTOMOTIVE	#22 - SERVICE/MAINTENANCE	\$ 309.27
CIEMSD	EMS TRAINING CLASS	\$ 50.00
CITY LAUNDERING	FLOOR MAT SERVICE	\$ 167.84
CITY OF POLK CITY	UB ASSISTANCE-JUNE 2022	\$ 250.00
COMMERCIAL APPRAISERS OF IOWA	APPRAISALS FOR CITY FACILITIES	\$ 22,900.00
COPY SYSTEMS INC.	COPIES	\$ 268.07
Crystal Clear Water Co	PURCHASED WATER	\$ 36.75
RLC ENTERPRISES	PEST MANAGEMENT	\$ 194.00
D & K PRODUCTS	GRASS SEED/CHEMICALS	\$ 1,168.60
DEER HAVEN LAND COMPANY LLC	TIF PAYMENT	\$ 39,405.12
DES MOINES AREA COMM.COLLEGE	JUSTIN MCKAY/EMT SUMMER 2022	\$ 1,114.00
Des Moines Water Works	PURCHASED WATER	\$ 44,826.28
Dewey Ford	VEHICLE REPAIRS & MAINTENANCE	\$ 477.43
ELECTRONIC ENGINEERING CO.	ALARM MONITORING	\$ 70.00
ETECH SOLUTIONS LLC	PRO-IT JUNE 2022	\$ 4,793.00
EVER GREENE SODDING/LANDSCAPE	SIGN LANDSCAPING	\$ 7,300.00
FAREWAY STORES	TIF PAYMENT	\$ 15,899.23
Ferguson Waterworks	PIT METER	\$ 1,178.68
FIRST BANKCARD	CITY CREDIT CARD	\$ 4,425.59
FRIHALAGE INVESTMENTS	TIF PAYMENT	\$ 28,065.39
GANNETT HOLDINGS-CENTRAL	ANNUAL SUBSCRIPTION	\$ 46.80
Gehrke Quarries Inc	BALL DIAMOND LIME	\$ 116.88
GOODE GREENHOUSE	PLANTS FOR SQUARE POTS	\$ 102.10
GREATAMERICA FINANCIAL	SHARED COPIER LEASE	\$ 496.90
HAWKINS INC	CHLORINE	\$ 1,676.41
Heartland Tire & Auto	TIRE INSTALLED	\$ 109.00
I.M.W.C.A.	WORKERS COMP INSURANCE	\$ 15,645.00
Interstate Batteries	BATTERIES FOR SIRENS	\$ 513.90

IOWA ONE CALL	UNDERGROUND LOCATIONS	\$ 252.90
IPCA	IPCA CLASS - ASWEGAN	\$ 50.00
JEREMY SIEPKER	TOBACCO PURCHASES/PETTY CASH	\$ 218.61
JOHN LIEPA	HOW IOWA MET BASKETBALL PROGRAM	\$ 125.00
KANSAS CITY LIFE INS. CO	CITY LIFE INSURANCE	\$ 1,092.57
KIMBERLEY DEVELOPMENT CORP	TIF PAYMENT	\$ 49,371.00
LOGAN CONTRACTORS SUPPLY	SAFETY BELT	\$ 218.44
LUANA SAVINGS BANK	TIF PAYMENT	\$ 36,620.46
MATT ASWEGAN	MILEAGE REIMBURSEMENT	\$ 138.65
MEDIX OCCUPATN HEALTH -ORCA PC	NEW HIRE PHYSICAL	\$ 511.50
MELISSA ULBRICH	REIMBURSEMENT-PROGRAM SUPPLIES	\$ 172.20
MENARDS	CITY SUPPLIES	\$ 2,247.59
MERCYONE NORTH PHARMACY	RX SUPPLIES	\$ 246.29
METRO WASTE AUTHORITY	CONTRACT MANAGEMENT-APRIL 2022	\$ 24,923.71
MICROMARKETING, LLC	BOOKS ON CD	\$ 110.49
MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$ 14.78
ONESOURCE	BACKGROUND CHECK	\$ 84.00
OVERDRIVE INC	DIGITAL AUDIOBOOKS	\$ 1,178.30
PHILIP L ASCHEMAN, PHD	NEW HIRE MMPI/EVALUATION	\$ 215.00
POLK CITY COMMERCIAL CENTER	TIF PAYMENT	\$ 7,392.41
Polk City Dental LLC	TIF PAYMENT	\$ 19,509.65
POLK CITY VETERINARY HOSPITAL	K9 VET EXPENSES	\$ 190.98
POSTMASTER	WATER BILLING POSTAGE	\$ 2,166.00
QUEENSLAND, LLC	TIF PAYMENT	\$ 26,609.50
RACOM	STORM SIRENS LABOR	\$ 2,665.17
RANGEMASTERS TRAINING CENTER	POLICE UNIFORMS	\$ 291.84
RUAN, INCORPORATED	T10901-VEHICLE LEASE	\$ 1,588.04
Safe Building Comp. & Tech	BUILDING INSPECTIONS	\$ 13,841.87
SBS SERVICES GROUP LLC	JANITORIAL - JUNE 2022	\$ 1,195.00
SECRETARY OF STATE	NOTARY DIVISION - MERRITT	\$ 30.00
Sprayer Specialities Inc	SPRAYER REPAIRS	\$ 38.84
STAPLES	CITY SUPPLIES	\$ 191.99
STEVE KARSJEN	MILEAGE REIMBURSEMENT	\$ 38.74
STEW HANSEN	#25 FUEL SENSOR REPAIRS	\$ 576.39
STRYKER SALES CORPORATION	2 AMBULANCE COTS	\$ 32,257.54
TOTAL QUALITY INC.	MONTHLY BUDGET - JUNE 2022	\$ 13,460.00
UPHDM OCCUPATIONAL MEDICINE	NEW EMPLOYEE DRUG TEST	\$ 51.75
VERIZON WIRELESS	PHONE AND DATA PLAN	\$ 17.04
Walsh Door & Hardware Co	BULLET CAMERAS	\$ 3,170.56
Accounts Payable Total		\$ 563,242.68
GENERAL		\$ 123,896.65
ROAD USE		\$ 5,420.42
TIF		\$ 222,872.76
L.M.I		\$ 250.00
CAPITAL IMPROVEMENTS		\$ 133,280.98
WATER		\$ 50,133.64
SEWER		\$ 2,464.52

SOLID WASTE/RECYCLING		\$ 24,923.71
TOTAL FUNDS		\$ 563,242.68

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: KWIK STAR 1089
Physical location address: 1090 Parker Blvd City: Polk City ZIP: 50226
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Business phone number: 515-984-6822

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing address: P.O. Box 2107 City: La Crosse State: WI ZIP: 54602
Phone number: 608-791-7385 Fax number: 608-793-6120 Email: LicensingDept@kwiktrip.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Donald P. Zietlow Name (please print): _____
Signature: *Donald P. Zietlow* Signature: _____
Date: May 16, 2022 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 75
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
 Email: iapledge@iowaabd.com
 Fax: 515-281-7375

General Instructions

- Fill in the month, day, and year that this application covers
- All permits expire annually on June 30th
- A new application must be submitted every year
- All items must be completed
- A permit will not be issued until the application is properly completed and approved

Business Information

- Fill in the trade name/DBA of the business
- Fill in the physical location address, city, and ZIP
- Fill in the mailing address or PO Box, city, and ZIP
- Fill in the 10-digit telephone number of the business

Legal Ownership Information

- Check the legal ownership type of the business
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is not the store manager or the corporate president. Do not fill in the name of a person unless the type of ownership is sole proprietor.
- Fill in the 10-digit telephone number, fax number, and email address of the legal owner

Retail Information

- Check the box for the type of sales at the business
- If you make delivery sales of alternative nicotine or vapor products, also complete an Annual Application for Iowa Cigarette Permit, Tobacco Tax License, or Delivery Seller Permit 70-015.
- Check the types of products sold at the business
- Check the box that best describes the type of business establishment
- Print the name of the sole proprietor, the partner(s), or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

Permit Fees

- The price of a retail permit depends on the location of the business and the month issued

Location	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
Outside of city limits	\$50.00	\$37.50	\$25.00	\$12.50
City of less than 15,000	\$75.00	\$56.25	\$37.50	\$18.75
City of 15,000 or more	\$100.00	\$75.00	\$50.00	\$25.00

For City Clerk/County Auditor Only

- Send completed/approved applications within 30 days of issuance to:
 Email: iapledge@iowaabd.com
 Fax: 515-281-7375

Visit the Iowa Department of Revenue at (tax.iowa.gov) to find information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

To subscribe to receive updates by email, visit the Department's website (tax.iowa.gov) and click on "Subscribe to Updates."

POLK CITY LIBRARY BOARD MEETING NOTES
Polk City Community Library Meeting Room
1500 W. Broadway, Polk City, IA
Monday, May 2, 2022 at 6:30 pm

I. Call to order – Meeting called to order at 6:30pm.

II. Approval of the agenda

MOTION: A motion was made by Rod Bergren and seconded by Angie Conley to approve Meeting Agenda.
MOTION PASSED unanimously.

<u>Board Members Present:</u>	Rod Bergren, Angie Conley, Corey Hoodjer, Lisa Mart, Sara Olson
<u>Board Members Absent:</u>	Rob Sargent
<u>Library Director Present:</u>	Jamie Noack
<u>City Council Liaison Present:</u>	None
<u>Guests Present:</u>	None

III. Consent Items

MOTION: A motion was made by Sara Olson and seconded by Corey Hoodjer to approve Consent Items.
MOTION PASSED unanimously.

1. Approve the [April 2022 Board Minutes](#)
2. Approve March 2022 financial statements
 - . [March 2022 History](#)
 - a. [March 2022 Budget](#)
 - b. [March 2022 Revenue & Expenses](#)

IV. Communication from the Public – None

V. Director's report

Library Director's Report
April 2022

Library Statistics:

- April Circulation and library usage
 - April 2022 circulation decreased by 324 compared to March 2022.
 - 1,564 individuals visited the library in April 2022. This is a decrease of 376 compared to March 2022. This is largely due to extra programming over Spring Break.
 - Library patrons saved \$38,91 in April 2022 by borrowing materials from the library versus purchasing them (does not include digital ebook/audiobook downloads or hotspot loans).
 - 38 Passport applications were processed.
 - 8 Adventure passes were used saving patrons \$332..

What's New:

- Library Giving Day on April 6 generated over \$1,000 in cash donations to the Friends of the Library and hundreds of dollars' worth of supplies from our Amazon Wish List for our summer reading program.
- Director Noack helped The Friends of the Library during an activity tent at the Earth Day 5K on Saturday, April 23.
- Director Noack will be off from May 12-16.
- May 23-28 will be Fareway's annual Round Up for the Friends of the Library.

- The Friends of the Library received a \$500 grant from Walmart for Summer Reading Expenses. We plan to use it to purchase hot dogs, marshmallows, chips, etc. for our Summer Celebration at Jester Park on July 26.
- The summer reading program promotional video is complete and will be sent to the schools this week or as soon as the related bookmarks arrive.
- The Summer Reading Program registration kickoff will be from 4-7 pm on May 26 at the Farmer's Market.
- The Friends of the Library will have an activity at the Police City Police Summer Kickoff on Friday, June 3.
- We have put most of the toys that were put away during the pandemic.
- Director Noack will be doing staff evaluations during the next 2 weeks in preparation for wage approvals at the June Board meeting.
- The surplus electronic equipment was listed on GovDeals. The auction ended this afternoon and the bundle sold for \$101.
- The library's panic buttons are scheduled to be installed this week. This is part of a city-wide project to make all buildings safer.
- The new wireless router should be installed within the next 2 weeks.

1. [April 2022 Stats](#)

LIBRARY -APRIL 2022 STATS SNAPSHOT	April 2020 (COVID-19)	April 2021 (COVID-19)	April 2022	March 2022
Total Visitors	0	1,005	1,564	1,940
People Checking Out	244	249	314	347
Polk City Cardholders	215	214	280	312
Polk City Checkouts	1,618	1,979	2,704	3,009
Open Access Cardholders	15	14	14	15
Open Access Checkouts	196	180	154	144
Rural Cardholders	14	21	20	20
Rural Checkouts	91	238	223	229
Bridges E-book/Audiobook Checkouts	700	696	844	845
Outgoing ILL Books	4	28	26	40
Total Checkouts (incl. Bridges & Outgoing ILL)	2,609	3,121	3,954	4,267
Auto Renewals	NA	303	520	509
Total Checkouts (adjusted for auto-renewal)	2,609	2,818	3,434	3,758
Incoming ILL Books	1	16	29	29
Reserves Placed	1,948	910	396	308
Materials Added	107	208	251	87
Materials Withdrawn	8	46	289	756
New Cards Issued	8	6	20	10

Computer Users	0	20	39	48
WiFi Users (on site)	181	273	276	294
Reference Questions	0	1	1	0
AWE Station Usage	0	0	85	107
AWE Games Played	0	0	270	297
Adult Programs	12	22	33	38
Adult Program Attendance	60	115	237	250
Youth Programs	4	18	16	17
Youth Program Attendance	138	274	255	205
Tutoring	0	0	0	0
No. of Meeting Room Uses by Outside Groups	0	0	2	1
Patron Savings (physical materials only)	\$31,802	\$31,664	\$38,691	\$44,386
Passports	NA	20	38	58
Blank Park Zoo Adventure Pass (\$44)	0	4	1	2
Science Center of Iowa Adventure Pass (\$44)	0	1	5	3
Botanical Gardens Adventure Pass (\$34)	0	1	2	4
Des Moines Children's Museum (\$36)	NA	NA	0	2
Reiman Gardens (\$34)	0	NA	0	1
TOTAL ADVENTURE PASS SAVINGS	0	\$254	\$332	\$462
Summer Reading Signups (0-11) as of 6/30				
Summer Reading Signups (12-18) as of 6/30				
Adult Reading Participation as of 6/30				
Facebook Page Views (April 4-May 21)	377	103	124	79
Facebook Post Reach (April 4-May 1)	2,497	3,821	1,357	1,209
New Facebook Page Followers(April 4-May 1)	18	2	8	20
New Facebook Page Likes (April 4-May 1)	17	2	7	18
Website Views	2,890	2,557	1,784	2,027

VI. Liaison report

- City buildings downtown – talking about getting quotes
- Meetings are underway regarding 4 Seasons Festival – parade etc.

VII. Board Education: Lisa Mart 6:35-6:53pm – 13 Ways to Kill Your Community by Doug Griffiths

VIII. Agenda Items

1. Review Tier Standards Section 5: Virtual Spaces – reviewed; no changes
2. Review and approve [quote for gutter repair/replacement](#)

MOTION: A motion was made by Corey Hoodjer and seconded by Rod Bergren to approve expense up to \$4000 for all gutter replacement pending quote and verification with city government regarding quote needs.

MOTION PASSED unanimously.

3. Review [Personnel Policy](#) & [Criminal Background Check Policy](#) – reviewed; no changes
4. Review Job Descriptions – reviewed; requested more detail into the physical requirement & working demands.
 - a. [Library Director](#)
 - b. [Assistant Director](#)
 - c. [Youth Services Librarian](#)
 - d. [Library Clerk](#)
 - e. [Library Page](#)
5. Appoint committee to complete annual review of Library Director
Lisa Mart and Angie Conley will be on the Annual Review committee

IX. Adjourn – President Mart adjourned meeting at 7:15pm.

MOTION: A motion was made by Corey Hoodjer and seconded by Angie Conley to adjourn meeting.
MOTION PASSED unanimously.

Next Meeting Monday, June 6, 2022 at 6:30pm at Miller Park

Mission Statement: The Polk City Community Library provides a place where all can meet, learn, and grow.

Library Director's Report May 2022

Library Statistics:

- May Circulation and library usage
 - May 2022 circulation increased by 324 compared to April 2022.
 - 2,039 individuals visited the library in May 2022. This is an increase of 376 compared to April 2022.
 - Library patrons saved \$43,034 in May 2022 by borrowing materials from the library versus purchasing them (does not include digital ebook/audiobook downloads or hotspot loans).
 - 25 Passport applications were processed.
 - 11 Adventure passes were used saving patrons \$420.

What's New:

- May statistics were the highest we have seen since January 2020.
- The oldest set of our current hotspots (purchased 5/2021) are eligible for free upgrades. New devices should arrive soon.
- We signed up 195 individuals for our summer reading program during our kickoff event at the May 26 Farmer's Market. We have individuals continuing to sign up daily at the library. As of 8:00 am on June 6, we have 419 individuals registered.
- Summer reading programs officially start this week.
- The Friends of the Library sponsored balloon creations at the Police City Police Summer Kickoff on Friday, June 3. Library staff were present to enroll individuals in the summer reading program.
- The library's panic buttons have been installed.
- The new wireless router has been installed and is working well.
- The last two security cameras were installed on Friday..
- Long-time patron Janeene Carlisle passed away on May 8. Her memorials have been directed to the library. The AWE stations and the mural in our children's area were donated through memorials for her husband and daughter.
- The Fareway round-up event raised \$1,360 for the Friends of the Library.

LIBRARY -MAY 2022 STATS SNAPSHOT	May 2021	May 2022	April 2022
Total Visitors	1,471	2,039	1,564
People Checking Out	286	361	314
Polk City Cardholders	250	321	280
Polk City Checkouts	2,211	2,844	2,704
Open Access Cardholders	16	18	14
Open Access Checkouts	258	211	154
Rural Cardholders	20	22	20
Rural Checkouts	219	229	223
Bridges E-book/Audiobook Checkouts	672	891	844
Outgoing ILL Books	24	30	26
Total Checkouts (incl. Bridges & Outgoing ILL)	3,384	4,205	3,954
Auto Renewals	355	626	520
Total Checkouts (adjusted for auto-renewal)	3,029	3,579	3,434
Incoming ILL Books	21	43	29
Reserves Placed	644	308	396
Materials Added	116	362	251
Materials Withdrawn	137	320	289
New Cards Issued	21	27	20
Computer Users	20	35	39
WiFi Users (on site)	371	315	276
Reference Questions	0	1	1
AWE Station Usage	0	75	85
AWE Games Played	0	221	270
Adult Programs	19	23	33
Adult Program Attendance	143	151	237
Youth Programs	4	5	16
Youth Program Attendance	171	216	255
Tutoring	0	0	0
No. of Meeting Room Uses by Outside Groups	0	2	2
Patron Savings (physical materials only)	\$36,093	\$43,034	\$38,691
Passports	23	25	38

Blank Park Zoo Adventure Pass (\$44)	4	4	1
Science Center of Iowa Adventure Pass (\$44)	1	0	5
Botanical Gardens Adventure Pass (\$34)	2	0	2
Des Moines Children's Museum (\$36)	0	3	0
Reiman Gardens (\$34)	NA	4	0
TOTAL ADVENTURE PASS SAVINGS	\$288	\$420	\$332
Summer Reading Signups (0-11) as of 5/31	251	191	
Summer Reading Signups (12-18) as of 5/31	19	18	
Adult Reading Participation as of 5/31	76	74	
Facebook Page Views (May 4-May 31)	272	119	124
Facebook Post Reach (May 4-May 31)	2,843	1,368	1,357
New FacebookPageFollowers(May 4-May 31)	13	13	8
New Facebook Page Likes (May 4-May 31)	10	12	7
Website Views	2,510	2,819	1,784

RESOLUTION 2022-06L

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE POLK CITY
COMMUNITY LIBRARY**

The following persons and positions named shall be paid the salary or wages indicated and the City Clerk is authorized to issue warrants/checks/electronic payments, less legally required or authorized deductions from the amounts set out below, and make such contribution to I.P.E.R.S. and Social Security or other purposes as required by law or authorization of the Council, all subject to audit and review by the Council.

**A RESOLUTIONS UPDATING AND CONFIRMING THE SALARIES FOR THE STAFF
OF THE POLK CITY COMMUNITY LIBRARY**

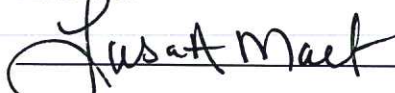
Full time employees	Position	Hourly Rate	Salary
Noack, Jamie	Library Director		\$74,484
Ulbrich, Melissa	Assistant Director	\$25.20	\$52,416
Minasian, Alexa	Youth Services Librarian	\$20.913	\$43,500

Part time employees	Position	Hourly Rate
Hall, Linda	Library Clerk	\$14.50
Bequeaith, Madeine	Library Page	\$10.00
Peer, Betty	Library Page	\$10.27
Anderson, Claire	Library Page	\$10.00
Bakken, Lucas	Library Page	\$10.00

BY ORDER OF THE BOARD OF TRUSTEES, the new salaries as set above will go into effect July 1, 2022.

PASSED AND APPROVED this 6th day of June 2022.

ATTEST:



Lisa Mart, Board President

Library Spending Policy

Goals, Policies, Criteria and Procedure Goals: The purpose of this policy is to provide guidance on how Library Employees may spend money without pre-authorization from the Library's Board of Trustees. The Library's Board of Trustees will approve all payments to be made at City Council meetings.

The Library strives to make fiscally responsible purchases on behalf of its citizens. This policy outlines the requirements for Library personnel authorized to make purchases.

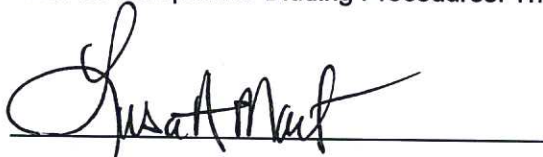
Policy

The Library Director may spend up to \$3,000 on department specific items and equipment within their budget. All purchases under \$1,000 will not require a purchase order to be filled out. Any purchases over \$1,000 will require a purchase order to be submitted to the individual responsible for accounts payable/receivable at City Hall. Purchase orders should all be signed by the appropriate department head prior to being submitted for payment.

The Library Director may spend up to \$5,000 with the authorization from the Library Board of Trustees President. Any purchase over the amount of \$5,000 will require pre-authorization and final approval from the Library Board of Trustees.

Competitive Bids

To remain fiscally responsible to the City's residents, competitive bids over the amount of \$10,000 will be required. Individuals with spending authority shall make an effort to obtain more than one competitive bid. The City Council will require competitive bids be solicited up until the threshold amount set by the State of Iowa for Competitive Bidding Procedures. That amount is set each year by the State of Iowa.



Board President

Approved June 6, 2022

June 13, 2022

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

RE: PARTIAL PAYMENT APPLICATION NO. 3
NORTH 3RD STREET AND VISTA LAKE AVENUE
INTERSECTION IMPROVEMENTS PROJECT

Dear Honorable Mayor and City Council:

Please find the attached Partial Payment Application No. 3 for the North 3rd Street and Vista Lake Avenue Intersection Improvements Project. This payment application includes work completed by the Contractor through May 31, 2022.

Work completed during this pay period includes storm sewer construction, sanitary sewer construction, temporary pavement construction, implementation of project staging requirements, and payment for stored materials related to the project's Rectangular Rapid Flashing Beacons. The Contractor has supplied photographic evidence that the equipment has been delivered and is safely stored at their warehouse.

We recommend approval of partial payment application No. 3, in the amount of \$110,380.98, to the Contractor, Absolute Concrete, for work completed through May 31, 2022. Approximately 19.0% of the total contract work has been completed and 28 of the 129 working days for the project have been charged, representing 21.7% of the contract period.

Please contact me should you have any questions on this payment application. We will be in attendance at the June 13, 2022 City Council meeting to answer any questions regarding these items.

Sincerely,
SNYDER & ASSOCIATES, INC.



Travis D. Thornburgh, P.E.

Enclosure

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

APPLICATION FOR PARTIAL PAYMENT NO. 3

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

S&A PROJECT NO.: 121.0455.01

OWNER: City of Polk City
CONTRACTOR: Absolute Concrete Construction, Inc.
ADDRESS: 1000 West 6th Avenue
Slater, Iowa 50244
DATE: 6/13/2022

PAYMENT PERIOD: 5/1/2022
to 5/31/2022

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 1,586,306.00
Net Change by Change Order: \$ 40,145.00
Contract Amount to Date: \$ 1,626,451.00

CONTRACT PERIOD: TOTAL WORKING DAYS

Original Contract Date: January 10, 2022
Original Contract Time: 120
(Milestone #1: Project Completion)

2. WORK SUMMARY:

Total Work Performed to Date: \$ 327,953.28
Retainage: 5.00% \$16,397.66
Total Earned Less Retainage: \$ 311,555.62
Less Previous Applications for Payment: \$ 201,174.64
AMOUNT DUE THIS APPLICATION: \$ 110,380.98

Added by Change Order: 9
Contract Time to Date: 129
Time Used to Date: 28
Contract Time Remaining: 101

Milestone #2: April 22, 2023
Landscape Completion

3. CONTRACTOR'S CERTIFICATION:

Milestone #3: Plant 180 Calendar Days
Watering and Maintenance Period:

The undersigned CONTRACTOR certifies that:

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

Absolute Concrete Construction, Inc.
CONTRACTOR

By Alonzo Barkley DATE: 6-8-22

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By Travis D. Mouligh DATE: 06/08/2022

5. OWNER'S APPROVAL

City of Polk City
OWNER

By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
2.01.	Clearing and Grubbing	1	LS	\$ 9,000.00	\$ 9,000.00	1		\$ 9,000.00
2.02.	Topsoil, On-Site, 6" Depth	1,515	CY	21.75	32,951.25	758		16,486.50
2.03.	Topsoil, Compost-Amended, Contractor Provided	503	CY	17.50	8,802.50			-
2.04.	Excavation, Class 10, Roadway and Borrow	1,830	CY	3.80	6,954.00			-
2.05.	Excavation, Class 10, Contractor Provided	2,440	CY	30.00	73,200.00	500		15,000.00
2.06.	Below Grade Excavation (Core Out)	1,000	CY	40.30	40,300.00			-
2.07.	Subgrade Preparation, 12" Depth	4,826	SY	2.50	12,065.00			-
2.08.	Subgrade Treatment, Geogrid, Triangular	1,500	SY	4.50	6,750.00			-
2.09.	Subbase, Modified, 8" Depth	3,530	SY	13.50	47,655.00			-
2.10.	Subbase, Special Backfill, 8" Depth	1,296	SY	13.50	17,496.00			-
2.11.	Removal of Structure, 15" Pipe Apron	2	EA	350.00	700.00			-
2.12.	Removal of Known Pipe Culvert, RCP, 15"	102	LF	19.00	1,938.00			-
2.13.	Removal of Known Pipe Culvert, RCP, 24"	24	LF	28.00	672.00	9		252.00
2.14.	Compaction Testing	1	LS	5,000.00	5,000.00			-
2.15.	Granular Shoulder, 8" Depth	104	TON	39.50	4,108.00			-
2.16.	Temporary Granular Surfacing	150	TON	37.00	5,550.00	77.94		2,883.78
3.01.	Trench Compaction	1	LS	3,000.00	3,000.00			-
4.01.	Storm Sewer, Trenched, RCP, 15" Dia.	463	LF	74.75	34,609.25	203		15,174.25
4.02.	Removal of Storm Sewer, PVC Subdrain, 6" Dia.	76	LF	12.50	950.00	76		950.00
4.03.	Removal of Storm Sewer, CMP, 15"	312	LF	16.00	4,992.00			-
4.04.	Removal of Storm Sewer, RCP, 15"	67	LF	18.00	1,206.00	67		1,206.00
4.05.	Storm Sewer, Abandonment, Fill and Plug	23	LF	96.25	2,213.75			-
4.06.	Temporary Pipe Culvert, Trenched, CMP, 15" Dia.	312	LF	66.75	20,826.00	312		20,826.00
4.07.	Pipe Apron, Guard, & Footing, RCP 15"	1	EA	3,150.00	3,150.00	1		3,150.00
4.08.	Subdrain, Corrugated PVC, 6" Dia.	801	LF	21.00	16,821.00			-
4.09.	Subdrain Cleanouts, Type A-1	3	EA	950.00	2,850.00			-
4.10.	Subdrain Outlets and Connections	11	EA	555.00	6,105.00			-
4.11.	Subdrain Outlets and Connections, 6" Dia. DR-305 Type A	2	EA	635.00	1,270.00			-
4.12.	SW-211, Connect Existing Pipe to Structure	1	EA	2,325.00	2,325.00	1		2,325.00
5.01.	Water Main, Trenched, PVC C900, 8"	264	LF	54.00	14,256.00	18		972.00
5.02.	Water Main, Trenched, PVC C900, 12"	342	LF	84.00	28,728.00	280		23,520.00
5.03.	Fitting, 22.5 Degree Bend, 8"	2	EA	707.00	1,414.00			-
5.04.	Fitting, 45 Degree Bend, 8"	3	EA	775.00	2,325.00			-
5.05.	Fitting, 45 Degree Bend, 12"	4	EA	1,150.00	4,600.00	4		4,600.00
5.06.	Fitting, 90 Degree Bend, 8"	1	EA	750.00	750.00			-
5.07.	Fitting, Cross, 12" x 8"	1	EA	1,705.00	1,705.00	1		1,705.00
5.08.	Water Service Stub, 3/4" Copper, With Corporation, Curb Stop and Box	1	EA	1,945.00	1,945.00			-
5.09.	Water Service, 3/4", to Median w/ Meter and Backflow Prevention Device	1	LS	8,225.00	8,225.00			-
5.10.	Valve, Gate, 8"	3	EA	2,195.00	6,585.00	2		4,390.00
5.11.	Valve, Gate, 12"	1	EA	3,510.00	3,510.00			-
5.12.	Valve, Gate, Hot Tap, 12"	2	EA	8,900.00	17,800.00	1		8,900.00
5.13.	Fire Hydrant Assembly	2	EA	6,350.00	12,700.00			-
5.14.	Flushing Device, Blowoff	1	EA	2,780.00	2,780.00	1		2,780.00
5.15.	Fire Hydrant Assembly Removal	1	EA	600.00	600.00			-
5.16.	Removal of Water Main	490	LF	24.50	12,005.00			-

5.17.	Connection to Existing Water Main, Cut-In	2	EA	2,675.00	5,350.00			-
6.01.	Manhole, SW-401, 48" Diameter	4	EA	4,255.00	17,020.00	3		12,765.00
6.02.	Intake, SW-507S	2	EA	4,650.00	9,300.00	1		4,650.00
6.03.	Intake, SW-507L	4	EA	4,650.00	18,600.00	2		9,300.00
6.04.	Manhole Adjustment, Minor	1	EA	475.00	475.00			-
6.05.	Manhole Adjustment, Major	2	EA	2,516.00	5,032.00			-
6.06.	Remove Intake	1	EA	715.00	715.00			-
7.01.	Pavement, PCC, 8" Depth	3,400	SY	90.00	306,000.00			-
7.02.	Median Curb, PCC, 6" Height, 12" Width, Dowelled	124	LF	60.00	7,440.00			-
7.03.	Curb and Gutter, 2.5' Width, 6" Standard Curb, Dowelled	282	LF	50.00	14,100.00			-
7.04.	Curb and Gutter, 2.0' Width, 6" Standard Curb	111	LF	60.00	6,660.00			-
7.05.	PCC Median, Truck Apron, 8" Depth, Colored and Stamped	406	SY	200.00	81,200.00			-
7.06.	Raised PCC Median Pavement, 6" Depth	214	SY	80.00	17,120.00			-
7.07.	PCC Median Paving, 8" Depth, Dowelled	44	SY	150.00	6,600.00			-
7.08.	PCC Pavement Samples and Testing	1	LS	5,000.00	5,000.00			-
7.09.	HMA Base Widening, 8" Depth	193	SY	74.50	14,378.50			-
7.10.	HMA Overlay, Levelling Course, 1/2" PG 58-28S	45	TON	143.00	6,435.00			-
7.11.	Removal of Sidewalk	145	SY	11.00	1,595.00			-
7.12.	Sidewalk, PCC, 4" Depth	112	SY	60.00	6,720.00			-
7.13.	Shared Use Path, PCC, 5" Depth	332	SY	55.00	18,260.00			-
7.14.	Sidewalk, PCC, 6" Depth	96	SY	70.00	6,720.00			-
7.15.	Detectable Warning	162	SF	50.00	8,100.00			-
7.16.	Pavement Removal	4,800	SY	11.00	52,800.00	687		7,557.00
7.17.	Milling, Variable Depth	160	SY	20.00	3,200.00			-
7.18.	Temporary Roadway Pavement	1,950	SY	33.75	65,812.50	1,053		35,538.75
7.19.	Temporary Pavement Patch	84	SY	130.00	10,920.00			-
8.01.	Temporary Traffic Signal	1	LS	8,500.00	8,500.00	0.30		2,550.00
8.02.	Painted Pavement Markings, Solvent/Waterborne	16.5	STA	90.00	1,485.00			-
8.03.	Painted Pavement Markings, Durable	27.5	STA	300.00	8,250.00			-
8.04.	Grooves Cut for Pavement Markings	27.5	STA	150.00	4,125.00			-
8.05.	Pavement Markings Removed	4.5	STA	250.00	1,125.00			-
8.06.	Temporary Traffic Control	1	LS	9,400.00	9,400.00	0.20		1,880.00
8.07.	Street Lighting System	1	LS	79,494.00	79,494.00			-
8.08.	Street Signs	1	LS	10,200.00	10,200.00			-
8.09.	Flaggers	20	CDAY	650.00	13,000.00			-
8.10.	Portable Dynamic Message Sign (PDMS)	45	CDAY	75.00	3,375.00	10		750.00
8.11.	Rectangular Rapid Flashing Beacons (North Pedestrian Crossing)	1	LS	19,095.00	19,095.00			-
9.01.	Conventional Seeding, Fertilizing, Mulching, Type 1	1.5	AC	6,000.00	9,000.00			-
9.02.	Conventional Seeding, Fertilizing, Mulching, Type 4	1.5	AC	3,000.00	4,500.00			-
9.03.	Large Shrub, #5 Container, With Warranty	17	EA	85.00	1,445.00			-
9.04.	Native Forb, Plugs 5" D x 2.25" W, With Warranty	1,400	LS	12.00	16,800.00			-
9.05.	Native Grass Seeding and Mulching	1	LS	1,200.00	1,200.00			-
9.06.	Plant Maintenance and Watering	1	LS	2,500.00	2,500.00			-
9.07.	Median Electrical Service	1	LS	7,025.00	7,025.00			-
9.08.	PCC Maintenance Curb, 12" Colored	73	LF	85.00	6,205.00			-
9.09.	Stormwater Pollution Prevention Plan (SWPPP) Preparation	1	LS	1,250.00	1,250.00	1.00		1,250.00
9.10.	Stormwater Pollution Prevention Plan (SWPPP) Management	1	LS	5,500.00	5,500.00	0.20		1,100.00
9.11.	Filter Sock, 9" Diameter	1,600	LF	1.75	2,800.00	578		1,011.50
9.12.	Filter Sock, Removal	1,600	LF	0.25	400.00			-

9.13.	Temporary RECP, Type 2C	120	SY	4.50	540.00			-
9.14.	Remove Existing Rip Rap	1	LS	1,450.75	1,450.75			-
9.15.	Rip Rap, Class D Revetment	62	TON	75.00	4,650.00			-
9.16.	Stabilized Construction Entrance	445	SY	11.50	5,117.50			-
9.17.	Silt Fence or Silt Fence Ditch Check	3,200	LF	1.75	5,600.00	338		591.50
9.18.	Silt Fence or Silt Fence, Removal of Sediment	3,200	LF	0.05	160.00			-
9.19.	Silt Fence or Silt Fence, Removal of Device	3,200	LF	0.05	160.00			-
9.20.	Inlet Protection Device, Open Throat	6	EA	150.00	900.00			-
9.21.	Inlet Protection Device, Maintenance	12	EA	50.00	600.00			-
9.22.	Chain Link Fence, Black Vinyl Chain Link, 42"	94	LF	57.00	5,358.00			-
11.01.	Mobilization	1	LS	100,000.00	100,000.00	0.50		50,000.00
11.02.	Concrete Washout	1	LS	2,000.00	2,000.00			-
11.03.	Remove Existing Monument Sign (Parcel 2)	1	LS	1,195.00	1,195.00	1		1,195.00
11.04.	Remove Existing Monument Sign (Parcel 4)	1	LS	1,615.00	1,615.00	1		1,615.00
ADDITIVE BID ALTERNATES:								
A.	Rectangular Rapid Flashing Beacons (East Pedestrian Crossing)	1	LS	19,095.00	19,095.00			-
B.	Median Pavement: Add Stamped Texture and Integral Color	258	SY	125.00	32,250.00			-
STORED MATERIALS SUMMARY:								
SM.01	Rectangular Rapid Flashing Beacons Materials			26,074.00	-	1		26,074.00
				TOTAL ORIGINAL CONTRACT = \$ 1,586,306.00			\$ 291,948.28	
CHANGE ORDER SUMMARY:								
CO 1.1.	Pothole Existing Utilities	1	LS	2,389.00	2,389.00	1		2,389.00
CO 1.2.	Connection to Existing Manhole	1	EA	6,556.00	6,556.00	1		6,556.00
CO 1.3.	Sanitary Sewer, PVC, 8" Dia.	200	LF	138.00	27,600.00	170		23,460.00
CO 1.4.	Trench Box	1	LS	3,600.00	3,600.00	1		3,600.00
					-			-
					-			-
					-			-
				TOTAL CHANGE ORDERS = \$ 40,145.00			\$ 36,005.00	
				TOTAL CONTRACT				
				& CHANGE ORDERS \$1,626,451.00			\$ 327,953.28	

RESOLUTION NO 2022-63

**A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT
APPLICATION NO. 3 FOR THE NORTH 3RD STREET AND VISTA LAKE AVENUE
INTERSECTION IMPROVEMENTS PROJECT**

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

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

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

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

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

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

WHEREAS, Absolute Concrete Construction, Inc and the City Engineer have submitted the Application for Partial Payment Application No. 3 giving a detailed estimate of work completed with an application for payment in the amount of \$110,380.98.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment Application No. 3 for the North 3rd Street and Vista Lake Avenue Intersection Improvements Project and the City Clerk/Treasurer is hereby authorized to issue a check to Absolute Concrete Construction, Inc in the amount of \$110,380.98.

PASSED AND APPROVED the 13th day of June 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa City Council Agenda Communication

Date: 06/07/2022
To: Mayor and Council
From: Mike Schulte

Subject: Repair Unit #210 Pick-up with New Engine

BACKGROUND: Last month one of our pickup trucks (unit #210) was having problems and we had it checked out by both Dewey Ford and CHR Tire and Auto. Both companies said that the diesel engine was about ready to fail.

Yesterday the engine completely failed, and the truck is no longer usable.

Randy and I looked at the alternatives of replacing the engine or looking for something used. We decided that looking at used pickups is not a great option at this time. The used market seems to be expensive, and we don't have funds budgeted for that right now. We feel the best option is to replace the engine. Unit #210 is due to be replaced in the 23/24 budget. We feel that with the engine replacement we should get some good use out of the pickup for the next couple of years and get better resale value when it is time to replace it.

Trying to get a new truck and selling unit #210 was looked at as an option but with Ford not producing trucks right now and the delivery dates being at least a year out, we didn't feel this is a good option.

We received two quotes for the repair, and they are as follows.

CHR Tire and Auto	\$12,874.36
Dewey Ford	\$19,080.00

There may be small unforeseen issues and that is why you will see that we recommend “not to exceed \$13,500” instead of the exact repair of \$12,874.36.

We will split the repair between water, sanitary sewer and road use budgets.

ALTERNATIVES: Continue to look for used pickup truck options

FINANCIAL CONSIDERATIONS: Not to exceed \$13,500

RECOMMENDATION: I would recommend that Council approve CHR Tire and Auto to make the needed repairs to unit #210. “Not to exceed \$13,500”.

CHR Tire & Auto
5485 NE 17th Street Suite D
Des Moines, IA 50313
(515) 265-4247
WE APPRECIATE YOUR BUSINESS!

Estimate #0004469 **5/19/2022** **2012 FORD F350 SUPER DUTY PICKUP**
1:37 pm
V8-6651 6.7L Dsl
VIN : 1FTRF3BT1CEC68934
Mileage : In Out
Trans :
License : 116558

Unit # 210

Center: RETAIL

Service Requests:

<u>Category Summary</u>	<u>Parts</u>	<u>Labor</u>	<u>Job Total</u>
AIR CONDITIONING	\$45.22	\$84.77	\$129.99
ENGINE SERVICE	\$10,154.39	\$2,375.00	\$12,529.39
OIL CHANGES	\$129.99	\$0.00	\$129.99
WHEEL ALIGNMENT	\$0.00	\$79.99	\$79.99

Technician	Service Description	Parts	Labor	Job Total
	REMOVE AND REPLACE: ENGINE	10154.39	2375.00	12529.39
	COOLANT	16.99	5	84.95
	MERCON LV ATF	13.48	3	40.44
	MISC	400.00	1	400.00
	ENGINE	8450.00	1	8450.00
	INSTALL KIT	849.60	1	849.60
	MOTOR MOUNT KIT	329.40	1	329.40
	Ford Powerstroke Diesel Oil & Filter Change.	129.99	0.00	129.99
	Engine Oil Capacity Quarts 13.0 INCLUDES FILTER CAPACITY			
	10W30 MOTTO 5Q	34.79	3	104.38
	HD OIL FILTER	25.61	1	25.61
	Computerized 4-Wheel Alignment.		79.99	79.99
	~R134A A/C Recharge. INCLUDES: Up to 2 lbs of R134A	45.22	84.77	129.99
	refrigerant. Return within 30 Days for quick leak check. Removal of			
	anti-tampering seals will void all warranties.			
	OZ R134A REFRIGERANT	1.41	32	45.22

Repair Order Notes

Customer Signature: _____ Date: _____

TOTAL PARTS	\$10,329.60
TOTAL LABOR	\$2,539.76
SUBLET	\$0.00
SHOP SUPPLY	\$5.00
SUBTOTAL	\$12,874.36
OTHER FEES	\$0.00
SALES TAX	\$0.00
ESTIMATE TOTAL	\$12,874.36





0701IFTCS965871

CELL: 515-559-6767

CUSTOMER NO. 72460		ADVISOR AMOS BENNETT		1978	TAG NO. 6704	INVOICE DATE 05/18/22	INVOICE NO. FTCS965871	
CITY OF POLK CITY 309 W VAN DORN ST POLK CITY, IA 50226		LABOR RATE	LICENSE NO. 116558	MILEAGE 92,047		COLOR /XLT	STOCK NO.	
		YEAR / MAKE / MODEL 12/FORD TRUCK/SUPER DUTY F-35/REG CA					DELIVERY DATE	DELIVERY MILES
		VEHICLE I.D. NO. 1 F T R F 3 B T 1 C E C 6 8 9 3 4					SELLING DEALER NO.	PRODUCTION DATE
		F.T.E. NO. GOVERNMENT		P.O. NO.		R.O. DATE 05/16/22		
RESIDENCE PHONE	BUSINESS PHONE 515-984-6233		COMMENTS					MO: 92047

TOTALS-----

<input type="checkbox"/> CHARGE	<input type="checkbox"/> CHECK #()	TOTAL LABOR....	560.00
<input type="checkbox"/> CASH	<input type="checkbox"/> M/C <input type="checkbox"/> VISA	TOTAL PARTS....	0.00
<input type="checkbox"/> DISCVR	<input type="checkbox"/> AMEX <input type="checkbox"/> CARTE BLC	TOTAL SUBLET...	0.00
<input type="checkbox"/> DINERS	<input type="checkbox"/> OTHER ()	TOTAL G.O.G....	0.00
		TOTAL MISC CHG.	30.00
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	0.00
		TOTAL INVOICE \$	590.00

MANUFACTURER'S PARTS WARRANTY APPLICABLE
SEE ADVISOR FOR DETAILS

NON FORD PARTS SUBJECT TO INDIVIDUAL
MANUFACTURERS WARRANTIES.

CUSTOMER SIGNATURE _____
***** D U P L I C A T E I N V O I C E *****

CELL: 515-559-6767

CUSTOMER NO. 72460		ADVISOR AMOS BENNETT	1978	TAG NO. 6704	INVOICE DATE 05/18/22	INVOICE NO. FTCS965871	
CITY OF POLK CITY 309 W VAN DORN ST POLK CITY, IA 50226		LABOR RATE	LICENSE NO. 116558	MILEAGE 92,047	COLOR /XLT	STOCK NO.	
		YEAR / MAKE / MODEL 12/FORD TRUCK/SUPER DUTY F-35/REG CA				DELIVERY DATE	DELIVERY MILES
		VEHICLE I.D. NO. 1 F T R F 3 B T 1 C E C 6 8 9 3 4				SELLING DEALER NO.	PRODUCTION DATE
		F.T.E. NO. GOVERNMENT			P.O. NO.	R.O. DATE 05/16/22	
RESIDENCE PHONE	BUSINESS PHONE 515-984-6233	COMMENTS				MO: 92047	

LABOR & PARTS-----			
J# 1 42FAZ	DRIVEABILITY DIESEL	TECH(S):0602	560.00
	Customer states seeing thick white smoke at acceleration. Please check and advise. VERIFIED CUSTOMER CONCERN IDS TESTED FOUND CODES P0269 P0272 P20BA PERFORMED MANUAL COMPRESSION CHECK FOUND #4 CYLINDER 240PSI PRICE QUOTED ENGINE AND TEAR DOWN TO FIND CAUSE CUSTOMER DECLINED ANY REPAIRS AT THIS TIME.		
	JOB # 1 TOTAL LABOR & PARTS		560.00

J# 2 00FAZQ99PX	MULTI-PNT/RPRT CARD	TECH(S):602	0.00
	Multi Point Inspection INSPECTED PER QCM CHECKLIST		
	JOB # 2 TOTAL LABOR & PARTS		0.00

J# 3 54FAZ	ENGINE DIESEL GROUP	TECH(S):602	0.00
	Customer states engine sputters when under loads. Please check and advise. MISS IS CAUSE OF LOW COMPRESSION ON CYLINDER #4		
	JOB # 3 TOTAL LABOR & PARTS		0.00

MISC-----CODE-----	DESCRIPTION-----	CONTROL NO-----	
JOB # A	SS SHOP SUPPLIES		30.00
		TOTAL - MISC	30.00

ESTIMATE-----			
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$160.00 (+TAX)			
COMMENTS-----			
X06FP5P2DR:created 2022-04-29 08:55:00am taken by Isaac Corbin			

Irvinville and Irvinville - EPALZIRIVN - TO ORDER: www.ftcservice.com 1-800-344-0996 / fax 1-800-531-8055

Tm _____
 Td _____ Cart _____
 Parts _____
 Rpr _____
 Build _____
 Inspect _____



We Treat You Better

3055 SE Delaware - Ankeny, IA 50021
 (515) 289-4949 1-800-373-3939 Fax (515) 289-4958

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO	DESCRIPTION	MO/MI	TOTAL

Manual compression test. If good press compression need injectors \$560
 If not cylinder leak down test

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE
07/20/15	704377	18190

OPERATION DESCRIPTION
TI - PNT/RPRT CARD SEL ERING/SUSPENSION

SALESPERSON NO.

ESP **1FTRF3BT1CEC68934** YEAR/MAKE/MO 12/FORD

REPLACED PARTS REQUESTED BY CUSTOMER
 YES
 NO

CITY OF POLK CITY
 309 W VAN DORN ST
 POLK CITY, IA 50226

STATE REG# 2

CK NO. LICENSE NO. 116558 R.O. NO. 965871
 VERY MILES SELLING DEALER NO. R.O. DATE 05/16/22
 RATION DATE EXPIRATION MILES TAG NO. 6704
 BORN NO. 1978 ADVISOR AMOS BENNETT

CALL WHEN READY
 YES
 NO

RESIDENCE PHONE BUSINESS PHONE 515-984-6233

TIME RECEIVED 07:36am DATE/TIME PROMISED 05/23/22 12:06pm PRIORITY 1

APPOINTMENT
 Yes
 No

CELL: 515-559-6767 LABOR RATE

"I authorize the repair work described (including parts and materials) and agree to pay for it in CASH unless otherwise agreed on this order. If the work is charged, I agree to pay your regular finance charge. I understand that under Iowa law you may keep the vehicle until payment is made. You are not responsible for delays caused by unavailability of parts shipments or for loss or damage to the vehicle or any articles left in it in case of fire, theft or any cause beyond your control."

DATE SIGNED _____ X _____ (CUSTOMER'S SIGNATURE)

JOB

ORIGINAL CUSTOMER ESTIMATE: TOTAL #4 240
 X _____ 340

COMMENTS:
 X06FP5P2DR:created 2022-04-29 08:55:00am taken by Isaac Corbin

1. C 42FAZ DRIVEABILITY DIESEL
 Customer states seeing thick white smoke at acceleration. Please check and advise.
 (3.5 0602)

2. C 00FAZQ99PX MULTI-PNT/RPRT CARD
 Multi Point Inspection

3. C 54FAZ ENGINE DIESEL GROUP
 Customer states engine sputters when under loads. Please check and advise.
 P0269 #3 balance (not missing right now) +1.5
 P0272 #4 balance
 P20B9 Def heater A cir/open
 P20BA Ids TEST 1.0
 manual compression ✓ Labor - 2.5

ESTIMATE
 YOU HAVE THE RIGHT TO A WRITTEN OR ORAL ESTIMATE IF THE EXPECTED COST OF REPAIRS OR SERVICE WILL BE MORE THAN FIFTY DOLLARS. YOUR BILL WILL NOT BE HIGHER THAN THE ESTIMATE BY MORE THAN TEN PERCENT UNLESS YOU APPROVE A HIGHER AMOUNT BEFORE REPAIRS ARE FINISHED. INITIAL YOUR CHOICE.

_____ Written estimate _____ Oral estimate _____ No estimate
 _____ Call me if repairs and service will be more than \$ _____

CUSTOMER ACKNOWLEDGEMENT CARES RESPONSE
 X _____

CROSS REFERENCED TO	DATE INSTALLED	SERVICE INSTALLED PARTS	ACCRUED MILEAGE
PROGRAM CODE	MO. DAY YR.	AUTHORIZATION NUMBER	OMIT TENTHS COMMITMENT NUMBER

[] GE WARRANTY [] UNIVERSAL WARRANTY
 [] UNIVERSAL UNDERWRITERS

CONTACT _____
 CONTRACT # _____
 AUTHORIZATION # _____
 COVERED \$ JOB 1 _____
 JOB 2 _____
 JOB 3 _____
 TOTAL \$ _____ (-) DEOT \$ _____ (=) NET \$ _____

DEWEY FORD, INC. ANKENY, IA P & A CODE: 06690

LIMITED WARRANTY - FORD PARTS AND LABOR - GUARANTEED 12 MONTHS OR 12,000 MILES - WHICHEVER COMES FIRST. The selling dealer makes no other warranty of any kind whatsoever as to the merchantability of the products listed hereon or as to their fitness for any particular purpose. Any other warranty which may exist is in agreement solely between the manufacturer and the purchaser. NON FORD PARTS SUBJECT TO INDIVIDUAL MANUFACTURERS WARRANTIES.



The Reynolds and Reynolds Company 6RAN1W02E CC2309550 Q (12/14)

SF71595 Q (10/20)



0701GPQ121568

CELL: 515-559-6767

72460 GOVERNMENT
G 515-984-6233

PENDING SCOTT

05/17/22 PQ121568
FOW

CITY OF POLK CITY
309 W VAN DORN ST
POLK CITY, IA 50226

-1	0	FOBC3Z-9H529-F CORE RETURN			180.00	-180.00
1	0	BC3Z-9H529-F KIT - FUEL I Y	147Z	393.43	393.43	393.43
		CORE PRICE			180.00	180.00

KC

	393.43
RESTOCK CHARGE	0.00
TAX	0.00

FREIGHT

0.00
393.43 x2



0701GPQ121613

CELL: 515-559-6767

72460 GOVERNMENT
G
515-984-6233

PENDING KEITH WORKMAN

05/18/22 PQ121613
FOW

CITY OF POLK CITY
309 W VAN DORN ST
POLK CITY, IA 50226

2	0	XT-5-QMC	FLUID - TRAN Y	BULK	8.45	8.45	16.90
4	0	VC-13-G	ANTI-FREEZE Y	235Z	19.93	19.93	79.72
13	0	XO-10W30-BSD	MOTORCRAFT S	BULK	3.50	3.50	45.50
-1	0	FODC3Z-6007-ARM	CORE RETURN				
1	0	DC3Z-6007-ARM	ENGINE ASY	TEST			
			CORE PRICE				
			5 WEEKS OUT				
1	0	BC3Z-6731-B	KIT - ELEMEN Y	256Z			
2	0	-388898-S	SEAL Y	139A			

Labor = 27.0

\$19080

+ tax

+ SS

RESTOCK CHARGE	0.00
TAX	0.00

FREIGHT	0.00
NET656	13692.11



City of Polk City, Iowa City Council Agenda Communication

Date: 6/06/2022
To: Mayor & City Council
From: Mike Schulte

Subject: Set pay for Dustin Heglin, Public Works Operations Specialist 1 Position

BACKGROUND: I would like to hire Dustin Heglin to fill the new full-time Operations Specialist 1 position in public works. Dustin has worked with us since March 29th, 2022, as the year-round part-time city maintenance worker. During Dustin's part time employment with Polk City, he has shown that he has numerous skills that will be very beneficial for our public works department. Also, Dustin fits in with our existing staff perfectly. We look forward to using Dustin's skills on pump repair and maintenance as well as roadway marking and painting maintenance.

Dustin's first day full-time as the Operation Specialist 1 would be July 1st, 2022.

ALTERNATIVES: Do not set the pay

FINANCIAL CONSIDERATIONS: \$22 per hour

RECOMMENDATION: I recommend setting the pay for Dustin Heglin to fill the Operations Specialist 1 position. This is a new full-time position.



City of Polk City, Iowa

City Council Agenda Communication

Date: 6/02/2022
To: Mayor and Council
From: Mike Schulte
Subject: Brush Pile Chipping and Chip Removal

BACKGROUND: As you may have noticed our brush pile at the shop facility is getting large and it is time to have it chipped. Part of the reason the pile is bigger than normal is that we did not chip last fall. In March 2022, we started soliciting quotes for this work to be completed. We asked three contractors who have worked for us in the past for these estimates. After multiple follow-up phone calls, we only received 1 quote, from J Pettiecord for \$39,200. As you will see on the attached quote for \$39,200, \$26,000 is for chipping and \$13,200 is for mulch removal.

We still have \$20,505 left in the current 21/22 budget for chipping and removal. If council approves this quote, I will get that portion paid before July 1st. The rest will be paid in the 22/23 budget after July 1st, 2022.

ALTERNATIVES: N/A

FINANCIAL CONSIDERATIONS: \$39,200

RECOMMENDATION: I recommend that the City Council approve J Pettiecord's quote of \$39,200 for chipping the brush pile and hauling the chips away.



1200 Prairie Dr SW Bondurant, IA 50035
 Phone: 515-263-8900 ~ Fax: 515-265-7750
www.JPettiecord.com

TO:	City of Polk City	PROJECT NAME:	Tree Pile Grinding & Haul
ADDRESS:	301 E Northside Drive	LOCATION:	Polk City, IA
ATTN:	Cody Moeckly	ENGINEER:	N/A
PHONE:		PLAN DATE:	
DATE:	3/26/2022	LAST REVISED:	
FROM:	Laramie Ogden	EMAIL:	cmoeckly@polkcityia.gov

Scope of work will include:

1. Hauling & disposal of old pile, grinding entire new pile, regrind one third – one half of new pile for City of Polk City residents to use for mulch. Also haul out and dispose of the remainder of what the City of Polk City doesn't want to keep for residents.

<u>Bid Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Tree pile grinding.	LS	1	\$26,000.00	\$26,000.00
2	Mulch hauling and disposal	LS	1	\$13,200.00	\$13,200.00
Total					\$39,200.00

Note:

- J. Pettiecord, Inc. assumes no responsibility for any concrete or asphalt disturbed during our work.
- Proposal is valid for 30 days.

Accepted by:

Contractor: J. Pettiecord, Inc.



*24 Hour Spill Response * Tree Clearing * Environmental Construction and Remediation *
 * Excavating * Heavy Hauling * Dump Trucking * Demolition * Mulch & Wood Fiber Products

Polk City Water Department

Monthly Report

Month May

Year 2022

Total Water Pumped 15,396,799 Gallons
Monthly Daily Avg 496,670 Gallons

Testing Results

- **SDWA Bacteriological Coliform Analysis** absent University Hygienic Lab.
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- **Fluoride Analysis** .7 University Hygienic Lab.
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.
Fluoride at Plant- Monthly Average .86 mg/l Polk City Lab.
Fluoride in System- Monthly Average .83 mg/l Polk City Lab.
- **Chlorine Free At Plant- Monthly Average** 1.40 mg/l Polk City Lab.
Chlorine Total at plant- Monthly Average 3.29 mg/l Polk City Lab.
Chlorine Free in System- Monthly Average .58 mg/l Polk City Lab.
Chlorine Total in System- Monthly Average 1.00 mg/l Polk City Lab.
Chlorine requirement is the quantity of chlorine that must be added to H2O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- **Iron Raw Water- Monthly Average** 6.50 mg/l Polk City Lab.
Iron Finish Water- Monthly Average .04 mg/l Polk City Lab.
Iron System Water- Monthly Average .08 mg/l Polk City Lab.
Iron occurs in rocks and minerals in the earth's crust. It's the 4th most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H2O should be between 0.03-0.06mg/l.
- **Manganese Raw Water- Monthly Average** .27 mg/l Polk City Lab.
Manganese Finish Water- Monthly Average .14 mg/l Polk City Lab.
Manganese System Water- Monthly Average .08 mg/l Polk City Lab.
Manganese also occurs in rocks and the earth's crust. It is the 7th most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H2O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- **pH Raw Water Monthly Average** 7.8 mg/l Polk City Lab.
pH Finish Water-Monthly Average 8.0 mg/l Polk City Lab.
pH System Water- Monthly Average 8.8 mg/l Polk City Lab.
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

Total Tests Performed- Polk City Lab _____

Total Hours to perform tests _____



Polk City Police Department

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

Polk City, Iowa 50226

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

Service Integrity Respect Quality

To: Honorable Mayor and Council Members

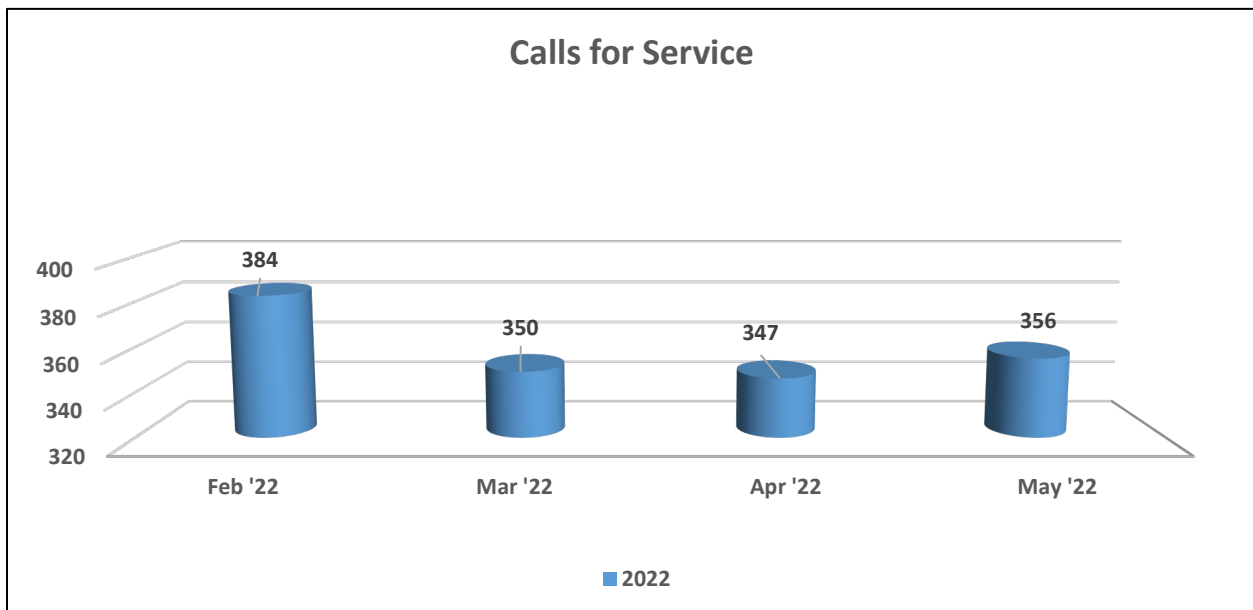
From: Lieutenant Aswegan

Date: June 9th, 2022

Re: May 2022 Monthly Report

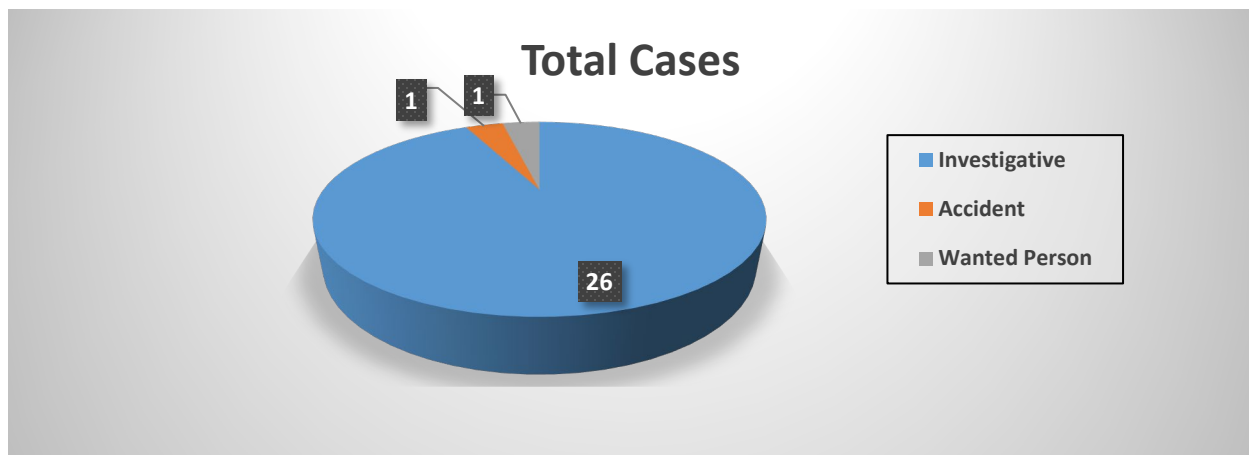
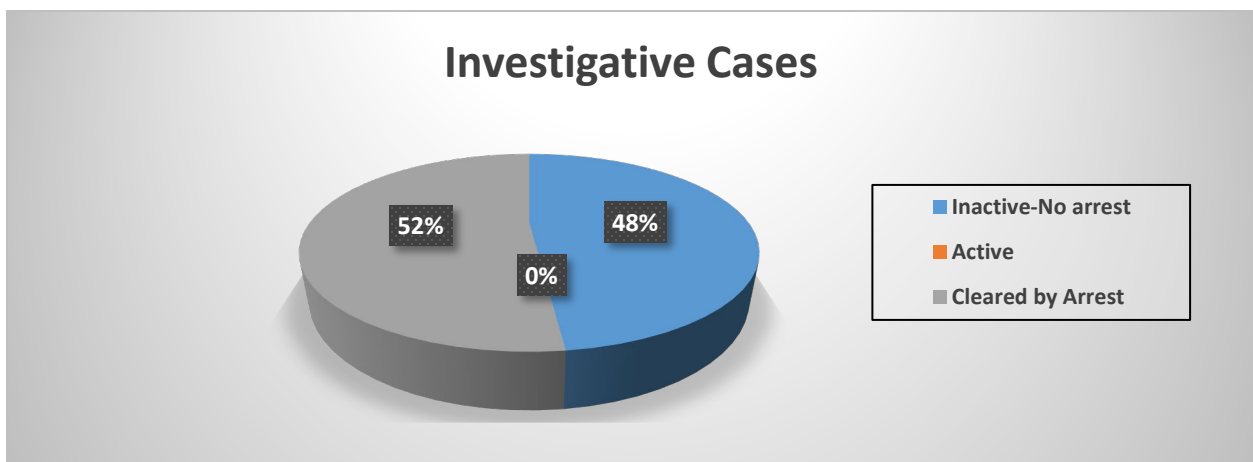
Calls for Service

The total calls for service for the month of May were **356**. This includes response to citizen complaints/reports, assists, self-initiated activities such as traffic stops, building checks, suspicious persons, and case follow up. Among these calls for service Polk City Officers conducted **83** traffic stops.



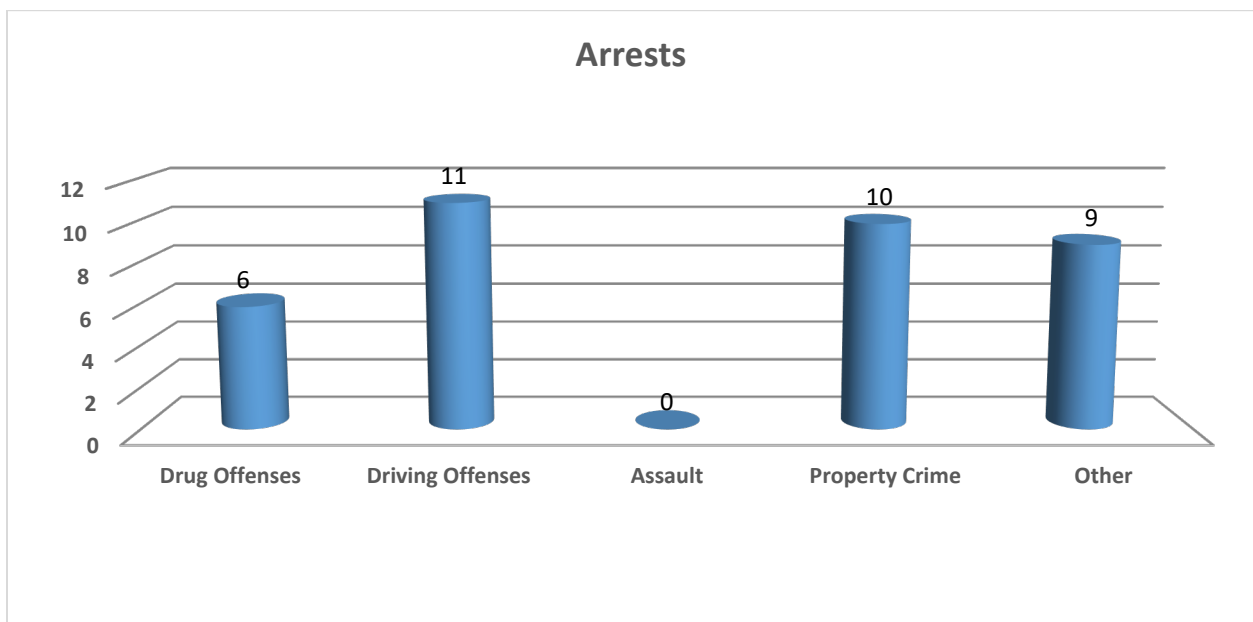
Cases Made

The Police Department had **36** total cases during the month of May. **25** of the cases were investigative incident reports, **1** accident report, and **1** case was for a wanted person. There are **no** active investigations from this month. There was a **52%** rate of cases cleared by arrest, for investigative cases in May.



Arrests Made

The Police Department made **36** arrests and issued **29** citations and **70** warnings. The arrests consisted of **6** arrests for drug offenses, **11** arrests for driving offenses, **10** arrests for property crimes, and **9** miscellaneous arrests, which included 4 warrant arrests, 2 arrests for Illegal Gun Possession, 1 arrest for Public Intoxication, 2 arrests for Interference with Official Acts.



Notable Incidents

Case #22-0104

On May 3rd at about 11:00 pm, Polk City Police Officers were dispatched to a residence in Polk City for a report of a suicidal subject with a gun. Initial reports indicated that the suspect was willing to engage in a violent encounter with officers. Multiple agencies responded to assist the only Polk City Officer on duty. Officers were able to de-escalate the incident, resulting in the successful apprehension of the suspect. A .380 caliber pistol was recovered from the 26-year-old man, and he was charged with Felon in Possession of a Firearm.

Case #22-0117

On May 18th at about 12:30 am a Polk City Police Officer stopped a vehicle for a traffic violation. The vehicle was occupied by 2 adult males from Des Moines. During the initial stages of the traffic stop, evidence indicated that the driver was impaired by marijuana and was giving false identification information. As the officer attempted to investigate further, the driver drove his vehicle away causing a vehicle pursuit. The pursuit went northbound into Ames. The officer was assisted by Polk County Sheriff's Office and Story County Sheriff's Office. Spike strips were deployed resulting in the vehicle being disabled. The occupants fled on foot, but the officer engaged in a foot pursuit and was able to take the driver into custody with minimal force used. The 25-year-old driver was charged with Driving While License Barred, Felony Eluding, Possession of Marijuana, numerous traffic violations and he was found to have 2 outstanding warrants for Domestic Abuse Assault. He was booked into the Polk County Jail.

Case #22-0124

On May 24th at about 11:00 pm, a Polk City Police Officer stopped a vehicle for a traffic violation. The officer smelled marijuana coming from the vehicle and a probable cause search was conducted. During the search, the officer found a loaded 9 mm pistol under the driver's seat. The driver, a 19-year-old Elkhart resident, was charged with Prohibited Person Carrying a Dangerous Weapon and Possession of Drug Paraphernalia. He was booked into the Polk County jail.

22-0123

On May 24th at about 1:00 pm, Polk City Police Officers went to a residence in Polk City to check for a person with an outstanding warrant for his arrest. That person was not present, but evidence indicating drug use was detected by officers. Officer Aicher deployed Eudoris, resulting in the positive indication of narcotics possession in numerous places in the residence. An investigation led to the discovery of a marijuana grow, over 6 ounces of processed marijuana seized, and numerous items of drug paraphernalia taken. Several firearms were seized as part of the investigation as well. The 65-year-old Polk City resident was charged with Possession of Marijuana with Intent to Deliver, Failure to Affix Drug Tax Stamp and Possession of Drug Paraphernalia. He was booked into the Polk County jail.



Illegal Gun Seizures

In light of current events in the nation indicating increasing crime committed by individuals with guns, we would like to take a moment to highlight our department's on-going efforts to curb gun violence. Since the beginning of the year, Polk City Police Officers have seized 10 illegally possessed guns. These include guns possessed by felons, drug dealers, drug users and other prohibited persons.

Officer Training

On May 4th, Officer Delaney attended the Street Cop Training Course titled "Pro-Active Patrol Techniques". The course was designed to teach officers tools and techniques to conduct criminal interdiction stops, including drugs, guns, wanted persons and general serious criminal activity.

Chief Siepker attended the FBI National Command Course in Virginia from May 2nd through May 6th. This is a new executive leadership program developed by the FBI, the topics of study focused on emerging trends in law enforcement, enhancing partnerships, promoting wellness and seeking innovation.

Chief Siepker attended the annual Iowa Chief's Conference in Coralville from May 24th through the 27th.



Training Hours: 125

Lamfers	1
Aicher	16
Wilson	1
Delaney	19
Siepker	78
Aswegan	10

Canine Program

Officer Aicher and K9 Eudoris conducted 16 hours of training together in May. This includes a combination of training at Canine Tactical in Chariton, Iowa, and on-going training throughout the month.



Community Outreach

On Saturday May 21st, the Polk City Police Department and Iowa DNR hosted a Cops & Bobbers event at Big Creek Lake. The focus of the event was to bring local law enforcement and local youth together in a family friendly environment. We had about 30 youth attend our first annual event.



Youth were treated with prizes that were supplied from our sponsors which included Bass Pro Shops, Mills Fleet Farm, Scheels and the Ike Foundation. Although a little on the cold side, fun was had by all.





Code Enforcement

The Polk City Police

Department addressed 3 Municipal Code violations in May.

Department Updates

A final offer of employment was accepted by Kevin Blaha-Polson in May. He will be starting on June 20th. Kevin is a Polk City resident and serves with the Iowa National Guard. He will continue his service in the National Guard during his employment with the police department.

Officer Dakota Gilleland submitted his resignation on May 30th after a little over a month with the department. We are running a hiring process for his replacement and for the upcoming retirement of Officer Lamfers.



City of Polk City, Iowa City Council Agenda Communication

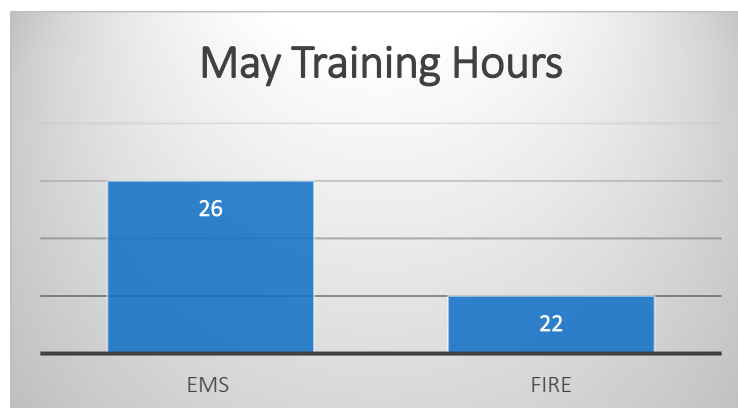
Date: June 13, 2022
To: Mayor, City Council, and City Manager
From: Karla Hogrefe – Interim Fire Chief
Subject: May 2022 Monthly Report

BACKGROUND: There were 69 calls for service the month of May, which is down from 88 in April. We had paramedic coverage 22 nights out of 31. Eleven of those nights were covered by our Full Time FF/Paramedic. We had Paramedic coverage three out of four Friday nights and three out of four Saturday nights. Two of those Saturday nights were staffed by our full time member and a part time member with no POC coverage. There were six day shifts in May that were not fully covered. Two night shifts had no coverage at all.

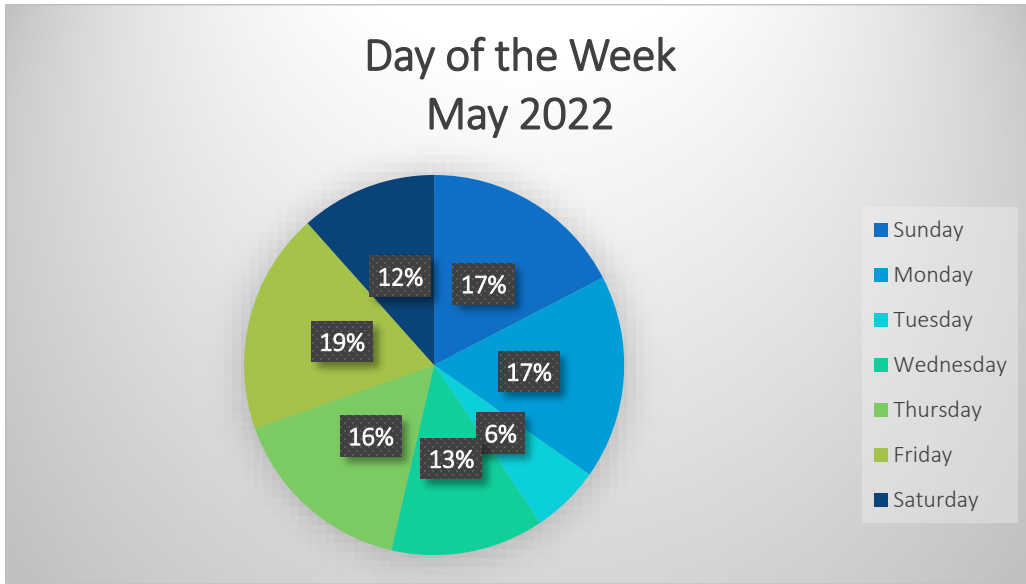
Full time FF/Paramedic Mike Doyon was approved mid-May to start working overtime shifts, no more than 24 hours a pay period. He picked up three day shifts, which helped out tremendously.

Three part time FF/EMTs started this month and are working as a third person on shift for orientation.

We conducted 3 training classes during May. May 3 - EMS training on Strokes providing two hours of continuing education for members. May 10 - Fire training at acquired structure home on Bennett St – ladder deployment and chainsaw operations. May 24 – EMS training on Cardiology with two hours of continuing education. The turnout for training was roughly 45% of our members in attendance.



The busiest call volume day, in May, was Friday at 13 calls for service:

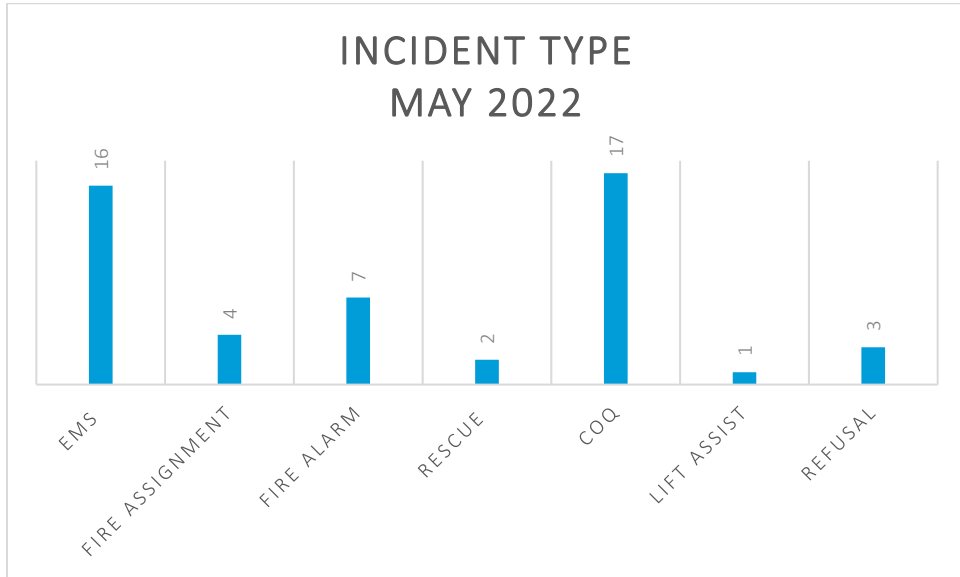


Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
12	12	4	9	11	13	8	69

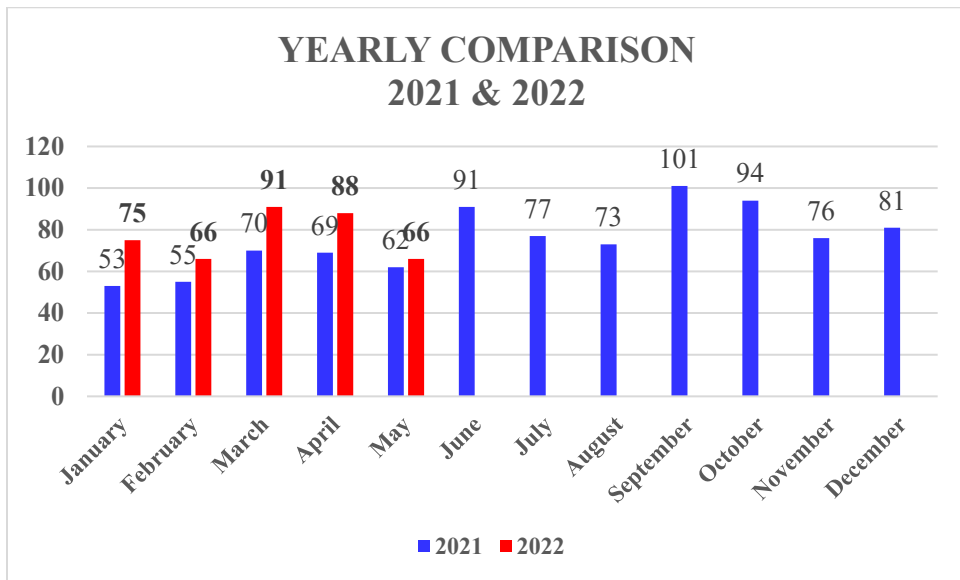
39 calls were during the day shift, between 06:00 hours (6:00 AM) and 18:00 hours (6:00 PM). 30 calls were during the night shift, between 18:00 hours (6:00 PM) and 06:00 hours (6:00 AM):



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



May 2022 had 4 more calls for service than May 2021. Year-to-date we are 77 calls for service ahead of last year at this time.





City of Polk City, Iowa City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Jason Thraen, Parks & Recreation Director

Subject: **Parks & Recreation Department Updates for May 2022**

1. Staff spoke at the Polk City Democrats meeting on May 10th. Review of the Parks & Recreation department included parks, trails, programs, special events, and ways to get involved.
2. North Polk 8th graders (Class of 2026) held their annual clean-up day on Tuesday, May 24th. Students volunteered from 8:30-11:30am in Polk City parks, greenspaces, and municipal building landscapes.
3. Sports Complex damage from severe weather on Saturday, April 23rd is mostly repaired. Only remaining item is a replacement bleacher for field #3. This has been ordered and has an estimated 6–8-week lead time.
4. Two large Ash trees affected by EAB were removed from Miller Park. More Ash removal will be needed at Miller Park soon.
5. May programming included Start Smart Baseball and Adult Bags League.
6. Sports Complex baseball/softball fields had 28 reservations in May. 72 total field reservations in 2022.
7. Community Center had 4 private rentals in May. 8 total rentals in 2022.
8. Miller Park Shelter House had 5 private rentals in May. 17 total rentals in 2022.

Youth Programs Report: January, February, March 2022

Program	Participants	Expenses	Revenue	Cost Recovery
Dodgeball	21	\$148.52	\$420.00	282.79%
Spring Break Trip 7-8 Year Olds	7	\$233.33	\$210.00	90.00%
Spring Break Trip 9-10 Year Olds	11	\$289.83	\$330.00	113.86%
TOTALS	39	\$671.68	\$960.00	142.93%

Final Analysis: Q1 for 2022 represented great cost recovery for our youth programs. With a quarterly cost recovery of 142.93%, we exceeded our cost recovery goal of 70-100%. Our programs are consistently in line with the GreenPlay, LLC youth programs cost recovery model. The cost recovery for dodgeball does not reflect gym rental costs as that fee was waived. Dodgeball is a great example of a low overhead program that can be profitable even at a low contact hour dollar amount.

Adult Programs Report: January, February, March 2022

Program	Participants	Expenses	Revenue	Cost Recovery
TOTALS				

Final Analysis: No adult programs took place this quarter.

Senior Programs Report: January, February, March 2022

Program	Participants	Expenses	Revenue	Cost Recovery
TOTALS				

Final Analysis: No senior programs took place this quarter.



City of Polk City, Iowa City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Setting a public hearing regarding the requested annexation of certain property into the City of Polk City

BACKGROUND: On Monday evening, I will be asking for the City Council to set a Public Hearing for July 11, 2022 at 6PM on a proposed voluntary annexation into the City of Polk City. This annexation can be approved by the local authority since it is not within 2 miles of another community. This voluntary annexation will involve 2 properties:

1. Berggren Farms LLC-22.372 acres-District/Parcel ID **260/00412-003-000**
2. Hommer Farms LC-78 acres-District/Parcel ID **260/00407-000-000**

ALTERNATIVES: Do not set the public hearing

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

RECOMMENDATION: It is my recommendation that the Council set the public hearing for the regularly scheduled Council meeting on Monday, July 11, 2022.

RESOLUTION NO. 2022-71

A RESOLUTION PROVIDING FOR THE GIVING OF NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF POLK CITY REGARDING THE REQUESTED ANNEXATION OF CERTAIN PROPERTY INTO THE CITY OF POLK CITY, IOWA

WHEREAS, Berggren Farms, LLC, an Iowa limited liability company, has requested annexation of certain real estate to the City of Polk City, Iowa:

LEGAL DESCRIPTION:

THE SOUTH 50 ACRES OF EAST ½ OF THE NORTHWEST ¼ (EXCEPT THE SOUTH 5 RODS THEREOF) LYING BETWEEN THE HIGHWAY AND THE RAILROAD RIGHT OF WAY, BEING THE TRACT DESCRIBED IN THE DEED RECORDED IN BOOK 345, PAGE 481 ALL IN SECTION 36, TOWNSHIP 81, NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO THE RIGHTS OF THE PUBLIC IN ALL HIGHWAYS.

WHEREAS, Hommer Farms, LC, an Iowa limited company, and Bush Family Farms, Inc., an Iowa corporation, have requested annexation of certain real estate to the City of Polk City, Iowa:

LEGAL DESCRIPTION:

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY-SIX (36), IN TOWNSHIP EIGHT-ONE (81) NORTH OF RANGE TWENTY-FIVE (25), WEST OF THE 5TH P.M., SITUATED IN POLK COUNTY, IOWA.

WHEREAS, Iowa Code Section 368.7 provides that notice of the Annexation shall be published in an official county newspaper at least fourteen days prior to the action by the City Council; and

WHEREAS, the said Section provides that a copy of the requested Annexation shall be mailed by certified mail to the County Board of Supervisors, the Township Trustees of any Township that contains all or a portion of the above-described property, to all Public Utilities serving the area, to all non-consenting owners of property to be annexed and each owner of property which adjoins the territory at least fourteen days prior to the action of the City Council; and

WHEREAS, the City Council of the City of Polk City, Iowa deems it appropriate that a public hearing be held on such proposed annexation.

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

1. A public hearing before this Council on the annexation described in the preamble to this resolution is hereby set for 6:00 P.M. on the 11 day of July 2022.
2. The City Clerk is authorized and directed to publish notice of such hearing at the time and manner required by law.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

Published in the Des Moines Business Record on June 24, 2022.

**NOTICE OF PUBLIC HEARING ON ANNEXATION OF CERTAIN PROPERTY
INTO THE CITY OF POLK CITY, IOWA**

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF POLK CITY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF ANNEXATION UNDER THE PROVISIONS OF IOWA CODE SECTION 368.7.

YOU ARE HEREBY NOTIFIED that Berggren Farms, LLC, an Iowa limited liability company, titleholder of a tract of land, legally described as follows:

LEGAL DESCRIPTION:

THE SOUTH 50 ACRES OF EAST ½ OF THE NORTHWEST ¼ (EXCEPT THE SOUTH 5 RODS THEREOF) LYING BETWEEN THE HIGHWAY AND THE RAILROAD RIGHT OF WAY, BEING THE TRACT DESCRIBED IN THE DEED RECORDED IN BOOK 345, PAGE 481 ALL IN SECTION 36, TOWNSHIP 81, NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO THE RIGHTS OF THE PUBLIC IN ALL HIGHWAYS.

has requested Annexation of said tract to the City.

YOU ARE FURTHER NOTIFIED that Hommer Farms, LC, an Iowa limited company, and Bush Family Farms, Inc., an Iowa corporation, titleholder and purchaser of a tract of land, legally described as follows:

LEGAL DESCRIPTION:

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY-SIX (36), IN TOWNSHIP EIGHT-ONE (81) NORTH OF RANGE TWENTY-FIVE (25), WEST OF THE 5TH P.M., SITUATED IN POLK COUNTY, IOWA.

have requested Annexation of said tract to the City.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a hearing before City Council on the above described Annexation has been set to commence on the 11 day of July, 2022, at 6:00 P.M. in the City Council Chambers, 112 3rd Street in the City of Polk City, Iowa, at which time and place any person wishing to speak for or against said Annexation will be given the opportunity to be heard.

Steve Karsjen, Mayor



City of Polk City, Iowa City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Acknowledge Fridays as the new collection day for garbage and yard waste effective July 1, 2022

BACKGROUND: Metro Waste Authority has suggested that Polk City move our garbage collection day to Fridays to match our Curb-it recycling collection day. The City Council briefly discussed this topic at our previous meeting, and we find there would be benefit to move the collection day.

This change will become effective July 1st. Please note-there will be 2 collection days that week. Normal Wednesday collection day, June 29, 2022, and New collection day Friday, July 1, 2022. Residents should use this opportunity for the additional garbage collection that week and plan accordingly.

ALTERNATIVES: Do not approve

FINANCIAL CONSIDERATIONS: There are no financial considerations.

RECOMMENDATION: It is my recommendation that the Council acknowledge the new pick-up day, which will be effective July 1, 2022. Metro Waste Authority, in addition to the City of Polk City will communicate the change to the public.

garbage and yard waste

NEW COLLECTION DAY



Metro Waste Authority oversees collection of garbage, yard waste, and recycling for the City of Polk City.

Through this program management, Metro Waste Authority is a one-stop shop for all questions related to safe, smart disposal, collection questions, or issues. If you have a question or concern, simply call 515.244.0021.

Metro Waste Authority has managed these programs on behalf of cities for many years. As with all contracts, there is an expiration date and terms must be renewed. Adjustments to collection of garbage and yard waste are coming this summer.

what does this mean for you?

NEW COLLECTION DAY

- Collection for garbage and yard waste, along with recycling, will be on **Fridays**, beginning July 1, 2022.

SET OUT BY 6 AM

- Haulers can collect anytime between 6 AM - 6 PM, so please have carts at the curb by 6 AM on Fridays.

RATES

- The new monthly rates will be:
 - >> Garbage: \$10.73 for weekly collection
 - >> Recycling: \$4.32 for bi-weekly collection
- For yard waste disposal, residents purchase bags, stickers, or subscribe to a cart to cover the cost of curbside collection for yard waste. Collection will occur on the same day as garbage and yard waste so it must be at the curb by 6 AM.

have questions?

VISIT: www.WhereItShouldGo.com
CALL: 515.244.0021



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Fenders Brewing, LLC	Fenders Brewing	(515) 402-7787		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
212 West Van Dorn Street		Polk City	Polk	50226
MAILING ADDRESS	CITY	STATE	ZIP	
3802 NW 4th St	Ankeny	Iowa	50023	

Contact Person

NAME	PHONE	EMAIL
Jason Madison	(515) 402-7787	jason@fendersbrewing.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BB0037360	Class B Beer Permit	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
July 14, 2022	July 13, 2023	

SUB-PERMITS

Class B Beer Permit



PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Jason Madison	Ankeny	Iowa	50023	Owner	35.00	Yes
Stephen Crann	Ankeny	Iowa	50023	Owner	35.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

July 14, 2022

POLICY EXPIRATION DATE

July 13, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
BVJV LLC	Waters Edge	(515) 984-6888		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
103 E Broadway		Polk City	Polk	50226
MAILING ADDRESS	CITY	STATE	ZIP	
103 E Broadway	Polk City	Iowa	50226	

Contact Person

NAME	PHONE	EMAIL
james vogt	(515) 975-4566	jvandcr@msn.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0038493	Class C Liquor License	12 Month	Submitted to Local Authority
EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS	
June 24, 2022	June 23, 2023		
SUB-PERMITS			
Class C Liquor License			



PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
James Vogt	Polk City	Iowa	50226	member	50.00	Yes
William Vogt	Polk City	Iowa	50226	Member	50.00	Yes
James Vogt	Polk City	Iowa	50226	member		Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

June 24, 2022

POLICY EXPIRATION DATE

June 23, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



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

Permit # _____
Application Fee* \$50

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

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

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

Please check the following type of event:

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

Contact Information:

Contact Name & Title: <small>(contact must be onsite for setup & teardown of event)</small>	Lisa A. Mart
Contact Mailing Address:	1705 W Ridge Ct, Polk City
Contact Phone number:	515-574-3235
Contact Email Address:	lisaamart@gmail.com
Sponsor Organization: <small>*(if applicable)</small>	N/A

Event Information:

Name of Event:	Block Party	Requested event location:	W. Ridge Ct
Event Date(s) & Time(s):	6/24 7p-12a	Event Setup & Teardown: (dates & times)	
Estimated Attendance:		Number of Vehicles:	
Will Event Fee Be Charged?	Y or <input checked="" type="radio"/> N	Event Fee Amount: (if applicable)	N/A
Product Sales on Site:	Y or <input checked="" type="radio"/> N	Amplified sounds: (a noise waiver may be required)	Y or N
Tent and/or canopy:	Y or <input checked="" type="radio"/> N Qty. _____	Inflatables: (valid State of Iowa permit required)	Y or <input checked="" type="radio"/> N Qty. _____
Access to water:	Y or <input checked="" type="radio"/> N	Access to electricity:	Y or <input checked="" type="radio"/> N
Alcoholic Beverages: <small>(must obtain Iowa Beverage Permit with outdoor services & area of alcohol must be fenced off)</small>	Y or <input checked="" type="radio"/> N	Portable Toilets: <small>*(1 toilet for every 250 people est.)</small>	Y or <input checked="" type="radio"/> N Qty. _____
Street Closure:	<input checked="" type="radio"/> Y or N Qty. _____	On Street Parking Closure:	Y or <input checked="" type="radio"/> N Qty. _____

Event Description: (describe activities)
Neighborhood block party

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

Barricades Required:	Qty. 1-2 block off Street	Security on site:	Y or N <input checked="" type="radio"/>
Traffic Control:	Y or N <input checked="" type="radio"/>	Emergency Services:	Y or N <input checked="" type="radio"/>

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

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

Emergency Services are available if the need is anticipated during the event. Events requesting first aid stations will require a gator & stand-by staff at each location. Applicant will be billed at a rate of \$50/hour per staff personnel/equipment

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

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

Additional Remarks:

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

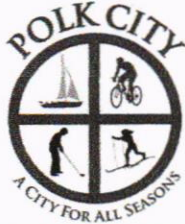
Signature and Title of Applicant: Josua A. Man

Date: 4/7/22

✓ If Provided

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

OFFICIAL USE ONLY:
Department approvals:
Fire Chief: _____ Police Chief: _____
Public Works Director: _____ City Manager: _____



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

Permit # _____

Application Fee* **\$50**

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

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

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

Please check the following type of event:

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

Contact Information:

Contact Name & Title: <small>*(contact must be onsite for setup & teardown of event)</small>	Michelle & Todd Lee
Contact Mailing Address:	1228 Sunset Street
Contact Phone number:	(515) 490-7373
Contact Email Address:	shellee9410@gmail.com
Sponsor Organization: <small>*(if applicable)</small>	

Event Information:

Name of Event:	8/20/22	Requested event location:	Sunset Street
Event Date(s) & Time(s):	Block Party	Event Setup & Teardown: (dates & times)	1:00pm - 1:00AM
Estimated Attendance:	20	Number of Vehicles:	None
Will Event Fee Be Charged?	<input checked="" type="radio"/> Y or <input checked="" type="radio"/> N	Event Fee Amount: (if applicable)	\$0.00
Product Sales on Site:	<input checked="" type="radio"/> Y or <input checked="" type="radio"/> N	Amplified sounds: (a noise waiver may be required)	<input checked="" type="radio"/> Y or <input checked="" type="radio"/> N
Tent and/or canopy:	<input checked="" type="radio"/> Y or <input checked="" type="radio"/> N Qty. _____	Inflatables: (valid State of Iowa permit required)	<input checked="" type="radio"/> Y or <input checked="" type="radio"/> N Qty. _____
Access to water:	<input checked="" type="radio"/> Y or <input checked="" type="radio"/> N	Access to electricity:	<input checked="" type="radio"/> Y or <input checked="" type="radio"/> N
Alcoholic Beverages: <small>(must obtain Iowa Beverage Permit with outdoor services & area of alcohol must be fenced off)</small>	<input checked="" type="radio"/> Y or <input checked="" type="radio"/> N	Portable Toilets: <small>*(1 toilet for every 250 people est.)</small>	<input checked="" type="radio"/> Y or <input checked="" type="radio"/> N Qty. _____
Street Closure:	<input checked="" type="radio"/> Y or <input checked="" type="radio"/> N Qty. <u>2</u>	On Street Parking Closure:	<input checked="" type="radio"/> Y or <input checked="" type="radio"/> N Qty. <u>2</u>

Police - *[Signature]*

Event Description: (describe activities)

Street Block Party w/ games and events.
Block Party

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

Need close street signs at beginning and end of
Sunset Street so the kids can be safe running w/ activities

Barricades Required:	Qty. <u>2</u>	Security on site:	<u>Y</u> or N
Traffic Control:	<u>Y</u> or N	Emergency Services:	<u>Y</u> or N

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

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

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

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

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

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

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

Additional Remarks:

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

Signature and Title of Applicant:

[Handwritten Signature] 1228 Sunset Street
Block Party Host.

Date: 06/06/2022

✓ If Provided

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

OFFICIAL USE ONLY:

Department approvals:



City of Polk City, Iowa City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Interim Fire Chief, Karla Hogrefe
Subject: Deputy Fire Chief Promotion

BACKGROUND: The Fire Department has one Deputy Chief position currently opened, that has been vacant for several months. We are prepared to fill this position with the promotion of Lieutenant Zach Dunham to Deputy Chief at the same rate of hourly pay plus \$175 stipend for the month of June.

ALTERNATIVES: Do not approve the change.

FINANCIAL CONSIDERATIONS: \$2100 annually

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



City of Polk City, Iowa City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Interim Fire Chief, Karla Hogrefe
Subject: Fire Captain Promotion

BACKGROUND: The Fire Department has 2 vacant Captain positions currently opened, that have been vacant for several months. We are prepared to fill this position with the promotion of Lieutenant Nick Klatt to Captain at the same rate of hourly pay plus \$2 per hour stipend effective July 1, 2022

ALTERNATIVES: Do not approve the change.

FINANCIAL CONSIDERATIONS: No impact to FY 22 Budget.

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



City of Polk City, Iowa City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: RFP for Elevated Water Storage Tank Project

BACKGROUND: On Monday, I am asking the Council to approve sending out a request for proposal (RFP) for professional engineering for an elevated water storage tank. The city has been preparing for this project for several years, and we need to secure a professional engineering firm to assist us with the design process. Proposals from firms will be due July 22, 2022 and evaluated by a review committee. A recommendation from the review committee will be made at the August 8, 2022 City Council meeting.

ALTERNATIVES: Do not approve the RFP

FINANCIAL CONSIDERATIONS: There are no financial considerations to send out an RFP.

RECOMMENDATION: It is my recommendation that the Council approve the RFP for the elevated water storage tank project.



Polk City Elevated Water Storage Tank Project
Request for Proposals for Professional
Engineering Services

PROJECT DESCRIPTION

Polk City is requesting competitive proposals from qualified engineering firms to provide design, permitting, bidding, construction management and construction inspection services for a new elevated water storage tank to be located on city owned property. In addition to the elevated water storage tank, a water main to the property will also need to be designed.

The City is tentatively planning to utilize the State Revolving Fund (SRF) for funding of some of the project. Assistance with the application process will also be required, and experience with SRF should be noted in the engineering firm's proposal.

The size of the water tank will be determined during design but is anticipated to be between 1.0 and 1.5 million gallons. The City currently owns and maintains a 300,000 gallon water tank. The City plans to continue operating that water tank for additional storage. The consultant should plan to incorporate this information into their plans for the future water storage tank.

Polk City is a growing community located in Polk County Iowa. The city continues to experience rapid growth and is looking for assistance from a professional engineering firm on this project. The engineering consultant must have five (5) years of experience in engineering; preparation of plans, specifications, and inspection services; in the design, construction, and maintenance of elevated storage tanks. The engineering consultant must also be a registered professional engineer in the State of Iowa, with a portfolio of experience designing water storage tanks.

It is anticipated that the construction of the new storage tank will take place during 2023-2024. The City prefers that the tank is in service prior to the summer of 2024.

The City is requesting that a firm provide engineering services to design an elevated water storage tank, including necessary sitework, foundations, structural support, coating, mechanical, electrical, control and instrumentation systems, and connection to the existing water, sanitary sewer, and storm sewer systems. The consultant will be required to provide construction management and quality control inspections during field installation. Consultant will be required to file permits on behalf of the City and to coordinate with local, county, state, federal and other public utility agencies as applicable.

MINIMUM QUALIFICATIONS OF ENGINEERING FIRM

1. The proposing firm must have full-time engineers that hold current engineering registrations in applicable categories. Engineers responsible and in charge shall have been licensed in their home state for a minimum of 5 years and maintain State of Iowa Engineering licensure while working on this project.
2. The principal to be assigned to this project must be available for meetings with the City of Polk City as required.

3. The firm must employ an in-house staff person or have established relationships with other firms specialized in the following areas:
 - a. Structural Engineering
 - b. Geotechnical Engineering
 - c. Water Infrastructure Design
 - d. Site plan preparation
 - e. Tank inspection
4. The principal assigned to the project, must have previous experience in the above areas of expertise and have performed similar projects within the past 10 years. Experience by the principal will be a highly weighed component during the review process.
5. The firm must carry Professional liability insurance with a minimum of \$3,000,000 annual aggregate and Comprehensive General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, Employer liability \$1,000,000 and Automobile liability \$1,000,000 per occurrence.
6. The volume of the firm's current workload must not adversely affect its ability to immediately initiate work and complete work in a timely manner.

SELECTION CRITERIA

Proposals will be evaluated and pre-selected for Board approval based on the following criteria:

1. Letter of interest. The firm should discuss the understanding of the project. Discuss compliance with AWWA, NACE, ASTM, AWS, and OSHA. State your quality assurance and control approach to the project.
2. Project related experience. Submit a summary of qualifications and a list of similar projects successfully completed including owner's name, phone number, project cost and duration of project.
3. Personnel assigned to the project. Submit a key list of individuals assigned to the project within the short biography section.

PROPOSAL QUESTIONS

Questions regarding this RFP should be directed to Public Works Director, Mike Schulte. Mike can be reached via email mschulte@polkcityia.gov or by phone 515.984.6233.

ANTICIPATED SCHEDULE OF WORK

Release of RFP.....	June 13, 2022
RFP Submittal Deadline.....	July 22, 2022
Review committee consideration of proposals (Tentative).....	July 26, 2022
Recommendation and agreement for Professional Services approval.....	August 8, 2022
Design Start (Tentative).....	August 9, 2022
Design Finish (Tentative).....	December 2023
Bidding (Tentative).....	January 2023
Construction Start (Tentative).....	April 2023
Construction Finish (Tentative).....	April 2024

PROPOSAL SUBMISSION

Proposals should include the following information:

1. Letter of Interest
2. Summary of qualifications and experience. Provide detailed descriptions of related projects and who on the team was involved in the project. Contacts for references should be provided for each project listed.
3. Short biography of key staff directly involved in this project and their availability to meet the proposed project schedule.
4. Materials related to minimum requirements for full-service engineering consultants. If more than one firm is submitting, please include examples of how you have teamed within the last five years.
5. Documentation of minority/woman/veteran owned business, if applicable.
6. In a separate sealed envelope, please include a fee proposal that identifies a breakdown of hours by project personnel, scope, and proposed fee. A final scope and fee will be negotiated once the consultant is selected based on qualifications.
7. Submission shall include six (6) hard copies and a PDF on a flash drive or similar media.

Deadline for the response is Friday, July 22, 2022 at 11am. Proposals should be delivered to:

Mike Schulte, Public Works Director

112 S. 3rd Street

Polk City, IA 50226

June 13, 2022

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

RE: LEDGESTONE RIDGE PUBLIC IMPROVEMENTS
ACCEPTANCE OF PUBLIC IMPROVEMENTS
PROJECT. 121.0204.01

Dear Honorable Mayor and City Council:

The Construction Drawings for Public Improvements associated with Ledgestone Ridge Public Improvements were approved by City Council on May 10, 2021. An Agreement to Complete was approved by City Council covering the remaining public improvements on November 8, 2021. The developer provided two certified checks as surety to receive approval of the Final Plat prior to completion of all punchlist items. The first, in the amount of \$31,300.00, covered remaining punchlist items, excluding seeding, while the second, in the amount of \$14,900.00, covered surface restoration and seeding. The Final Plat was approved on November 8, 2021.

The Polk City Public Works Department provided construction observation services for the public improvements and finds them to have been completed in substantial conformance with the approved construction drawings and specifications, including being subject to a rideability test as conducted by the Polk City Police Department, except for seeding, which has not yet been established. Snyder & Associates, Inc., provided construction administration services including review of material submittals, review of change orders, review of testing results for compliance with SUDAS and Polk City code, and preparation of punchlists for use by the Contractor and City Staff.

The developer's engineer, Shive-Hattery, Inc., has provided the as-built record drawings, including as-built elevations along swale flow lines in conformance with City requirements. In addition, the developer's engineer and land surveyor has certified that the pins for all property corners have been set and all detention facilities are constructed in substantial conformance with the approved Storm Water Management Plan.

McAninch Corporation has provided a 4-year maintenance bond in the amount of \$483,500.00 for public storm sewer, public sanitary sewer, and public water main, services and associated appurtenances. Alliance Construction Group, LLC. has provided a 4-year maintenance bond in the amount of \$149,150.00 for reinforced PCC pavement, PCC sidewalk, PCC sidewalk, sidewalk ramps, detectable warning panels, and PCC mailbox pads. The date of Council acceptance, anticipated to be June 13, 2022, will be the start date for these bonds, which shall be retained in the City Clerk's files.

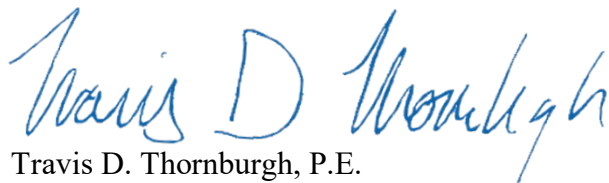
Based on this information, the Public Works Department has recommended City Council's acceptance of the public improvements associated with the Ledgestone Ridge Public Improvements project, except for seeding.

Based on the recommendation of Public Works, all requirements have been fulfilled for City Council's acceptance of the public improvements associated with Ledgestone Ridge Public Improvements, except for the seeding. City Council should authorize the City Manager to release the developer's check, in the amount of \$31,300.00 for completion of all punchlist items, excluding seeding. Further, City Council should also authorize the City Manager to the developer's check, in the amount of \$14,900.00, upon satisfactory establishment of the seed as determined by the Public Works Department.

If you have any questions, we will be in attendance at the June 13, 2022, City Council meeting to discuss this project.

Sincerely,

SNYDER & ASSOCIATES, INC.



Travis D. Thornburgh, P.E.

cc: Chelsea Huisman, City Manager, City of Polk City
Mike Schulte, Public Works Director, City of Polk City
Nick Furness, Construction Observer, City of Polk City
Kathleen Connor, City Engineering Representative, Snyder & Associates, Inc.
Jarrod Ruckle, MJR Developments, LLC.

RESOLUTION NO. 2022-73

**A RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS FOR
LEDGESTONE RIDGE**

WHEREAS, the Construction Drawings for Public Improvements associated with Ledgestone Ridge were approved by City Council on May 10, 2021; and

WHEREAS, the Developer MJR Development LLC has completed the Public Improvements, including punchlist items, installed in connection therewith Ledgestone Ridge with the exception of seeding; and

WHEREAS, McAninch Corporation has provided a 4-year maintenance bond in the amount of \$483,500 for the public storm sewer, the public sanitary sewer, and the public water main, services, and associated appurtenances; and

WHEREAS, Alliance Construction Group LLC has provided a 4-year maintenance bond in the amount of \$149,150 for the public streets and sidewalk improvements including 6” reinforced PCC paving and 5” non-reinforced PCC paving and PCC Handicapped Ramps and PCC Mailbox Pads; and

WHEREAS, the start date for the maintenance period for each of the aforementioned bonds will begin on the date of Council approval of this Resolution; and

WHEREAS, the Developer’s engineer, Shive-Hattery, Inc. has provided Record Drawings showing the as-built location of all improvements and certification of a Land Surveyor that all property corner monuments are in place as indicated on the final plat; and

WHEREAS, the Developer’s engineer, Shive-Hattery, Inc. have certified the plans are in compliance of Polk City’s Subdivision Regulations and the Statewide Urban Design and Specifications; and

WHEREAS, the City Engineer has reviewed the materials submittals, shop drawings, storm sewer videos, sanitary sewer videos, compaction test results, cement treatment design, core samples and change orders related to the construction of said public improvements and finds them to be in order; and

WHEREAS, the Polk City Public Works Department has observed the construction of said public improvements and finds them to have been completed in substantial compliance with the approved plans and specifications and recommends acceptance of said public improvements.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa that the Public Improvements completed by the Developer, MJR Development LLC and certified by the Engineer, Shive-Hattery in connection with Ledgestone Ridge are hereby accepted.

BE IT FURTHER RESOLVED, the 4-year maintenance bonds provided by said developer’s contractors are hereby accepted, with the date of this Resolution serving as the start date for the maintenance bonds.

BE IT FURTHER RESOLVED, the City Manager be authorized to release the developer's surety check, in the amount of \$31,300. The City Manager is further authorized to release the developer's second surety check in the amount of \$14,900, upon satisfactory establishment of the seeding as determined by the Polk City Public Works Department.

PASSED AND APPROVED the 13th day June 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

June 13, 2022

Honorable Mayor and City Council
City of Polk City
112 3rd Street
Polk City, Iowa 50226

RE: FOUR SEASONS POLK CITY PLAT 2
APPROVAL OF CONSTRUCTION DRAWINGS

Dear Honorable Mayor and City Council:

On behalf of MJR Developments, LLC, Shive-Hattery, Inc. has submitted the construction drawings for the above referenced plat. These plans represent the second phase of construction for this subdivision, which include 23 single-family lots. The plans include the construction of NW 13th Street, W. Spring Green Court, and W. Highland Court, along with the associated sanitary sewers, storm sewers, water main and services.

The construction drawings and Storm Water Management Plan appear to be in general conformance to the Subdivision Regulations, SUDAS, and the approved Preliminary Plat. Shive-Hattery, Inc. remains solely responsible for their design and ensuring it is fully compliant with all applicable code and permit requirements. Shive-Hattery, Inc. is also responsible for construction staking and ensuring all locations, grades and slopes conform to the approved construction drawings.

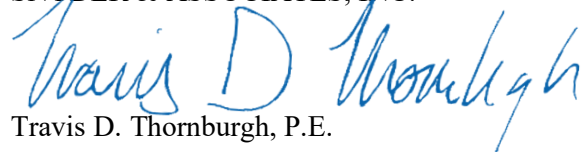
It shall be the developer's responsibility to obtain approval for all necessary permits prior to the start of construction. These permits include, but are not limited to, the Iowa DNR permits for water main and sanitary sewer construction, and the NPDES Storm Water Discharge permit.

We recommend approval of the construction drawings for Four Seasons Polk City Plat 2, subject to the developer signing a development agreement outlining deferral of the construction of Whitetail Parkway and cost sharing for other required improvements to adjacent roadways. We recommend the developer be allowed to begin grading, but not permitted to begin utility installation prior to approval of the Development Agreement.

We will be in attendance at the June 13, 2022, City Council meeting should you have questions.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.



Travis D. Thornburgh, P.E.

CC: Chelsea Huisman, City of Polk City
Mike Schulte, City of Polk City
Jarrod Ruckle, MJR Developments, LLC.
Kelsey A. Scallon, Shive-Hattery, Inc.

RESOLUTION NO. 2022-74

A RESOLUTION APPROVING THE CONSTRUCTION DRAWINGS FOR PUBLIC IMPROVEMENTS FOR FOUR SEASONS POLK CITY PLAT 2

WHEREAS, Shive-Hattery, on behalf of MJR Development, LLC, has submitted the Construction Drawings for Public Improvements associated with Four Seasons Polk City Plat 2, including but not limited to grading, street paving, assessable sidewalk ramps along with associated storm sewers, sanitary sewers, water main and services; and

WHEREAS, said Construction Drawings and Storm Water management Plan appear to be in general conformance with Polk City's Subdivision Regulations, SUDAS and the approved Preliminary Plat; and

WHEREAS, it shall be the Developer's responsibility to obtain approval for all necessary permits including the Iowa DNR permits for water main and sanitary sewer construction, and the NPDES Storm Water Discharge permit; and

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

WHEREAS, the City Engineer has reviewed said Construction Drawings for Public Improvements and recommend their approval of same.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby accepts the recommendations of the City Engineer and hereby approves the Construction Drawings for the Public Improvements associated with Four Seasons Polk City Plat 2 subject to the developer executing and recording the development agreement.

PASSED AND APPROVED the 13th day June 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa

City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: Development Agreement-Four Seasons

BACKGROUND: On Monday, I am asking the Council to approve an amended Development Agreement for Four Seasons. This development agreement does replace the current Whitetail Ridge agreement, which outlines the requirements for the construction of Whitetail Parkway.

ALTERNATIVES: Do not approve the development agreement

FINANCIAL CONSIDERATIONS: There are some financial considerations with this development agreement if the developer does not fulfill their requirements. If the developer fails to perform the requirements by the deadlines, the City may construct the project and assess the property owners.

RECOMMENDATION: It is my recommendation that the Council approve the new amended development agreement for Four Seasons.

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

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

AMENDED AND SUBSTITUTED DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter called the “Agreement”) is made on or as of the ____ day of June 2022, by and between the City of Polk City, Iowa, a municipal corporation having its offices at 112 3rd Street, Polk City, IA 50226 (hereinafter called “City”), and MJR Developments, L.L.C., having its office at 1425 NW Hugg Drive, Polk City, Iowa 50226 (hereinafter called “Developer”).

Whereas, the Developer owns or will own certain real property located within the corporate limits of the City and legally described on the attached Exhibit A being Four Seasons Preliminary Plats 1-10, each of which the Developer has platted or will be platting as an Official Plat located in and forming a Polk City, Polk County, Iowa as identified on the attached Exhibit B (the “Developer Property”);

Whereas, the City requires certain items be completed in accordance with the development of the Developer Property, each improvement and its cost estimate being set out on the attached Exhibit C (the “Improvements”); and

Whereas, the parties agree that this Agreement amends and is substituted for the Development Agreement entered into by the City and the Developer dated November 22, 2021.

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

Article I. Construction of Improvements

Section 1.01. General.

- (a) Four Seasons Polk City includes approximately 220 lots to be developed in 10 plats (“Four Seasons”).

- (b) Ledgestone Properties, LLC owns the southeast 17.23 acres of Four Seasons (previously part of Berggren Farms).
- (c) Ledgestone Properties, LLC is contract purchaser of the northeast 78.00 acres of Four Seasons (previously part of Berggren Farms), while Peggy and Dennis Jones are listed as owners.
- (d) MJR Developments, L.L.C. owns the west 44.77 acres of Four Seasons, originally platted as Outlot X of Whitetail Ridge Plat 1 and will be the owner of each plat prior to the approval of the Final Plat of each phase.
- (e) The City has agreed to vacate excess right-of-way along NW Hugg Drive to the Developer at the time to be determined by the City as shown on the attached Exhibit D.
- (f) Plat numbers, sequence, and time frames originally were based on the approved Preliminary Plat for Four Seasons. However, the development schedule has changed, and those changes are reflected in this Agreement.

Section 1.02. Phasing and Timing of Construction.

The Developer agrees to the following phasing of construction of Whitetail Parkway:

- (a) Phase 1: That portion of required Whitetail Parkway improvements defined as the parkway and associated public improvements up to and including the westernmost property line of FSPC Plat 4 in accordance with Polk City's Subdivision Ordinance, shall be constructed as a plat improvement with FSPC Plat 4 without deferral requested by the Developer, and no cost opinion required. Developer understands, acknowledges, and agrees that the City will not agree to the deferral of Phase 2 of Whitetail Parkway.
- (b) Phase 2: That portion of Whitetail Parkway required with FSPC Plat 2, can be deferred, and shall be constructed with FSPC Plat 5, with a cost opinion of \$765,100.
- (c) Phase 3: That portion of Whitetail Parkway required with WTR Plat 1 and Four Seasons Polk City ("FSPC") Plat 2, can be deferred, and shall be constructed with FSPC Plat 3, with a cost opinion of \$725,500.
- (d) Phase 1 shall be completed by December 31, 2024.
- (e) Phase 2 shall be completed by December 31, 2027.
- (f) Phase 3 shall be completed no more than two years after the final plat for FSPC Plat 4 is approved, and no later than December 31, 2029.
- (g) Should the Developer fail to perform by the above deadlines; the intent is for the City to construct Whitetail Parkway as a phased improvement.

- (h) If the Developer fails to perform, the Developer shall dedicate the 5.2-acre park to the City at no cost to the City and further agrees the entire assessment for the remainder of Outlot X shall be levied against the Developer Property owned by MJR Development, L.L.C. after the parkland dedication, with no assessment levied to the 5.2-acre park.
- (i) If the City should decide to construct Whitetail Parkway, or portion(s) thereof, as an assessment project, assessable costs will be based on the actual cost of construction as well as engineering, legal, and administration fees. Attached cost opinions are based on construction by a private developer in 2022 and are provided for reference only.
- (j) Please note that the assessment project does not include Phase 1 which will be completed with Plat 4.

Section 1.03. Phasing of Plats.

The Developer agrees to the following concerning phasing of Four Seasons Polk City plats:

- (a) No further final platting, other than FSPC Plat 2, shall be submitted for City consideration until construction of Whitetail Parkway Phase 1 is complete and accepted by the City.
- (b) No further platting of any property located north of Whitetail Parkway; other than FSPC Plats 3 and 5; shall be submitted for City consideration until Whitetail Parkway Phases 1, 2 and 3 are complete and accepted by the City.
- (c) Notwithstanding the above, the Developer shall have the option to request the City consider allowing FSPC Plat 7 to be developed on the North side of Whitetail Parkway before FSPC Plat 3 and/or FSPC Plat 5 are developed.
- (d) This schedule also ensures the 5.2-acre park will get dedicated as 100 lots will have been platted in Whitetail Ridge Plat and FSPC, not counting the 26 additional lots that will be added with Plat 5 or the additional 65 lots in Big Creek Valley Plat.

Section 1.04. Upgrades to Existing TCI Plat 6 Lift Station.

- (a) The need for improvements is identified in Polk City's five-year CIP.
- (b) The existing lift station has sufficient capacity for only 124 additional lots. Improvements are required to provide capacity for full development of Four Seasons.
- (c) Required improvements include installation of an additional pump at the existing lift station and construction of a parallel 6" force main.

- (d) Based on the phasing plan shown on the approved Preliminary Plat, the City plans to complete the improvements at the same time the Plat 7 public improvements are being constructed, which is 2027 according to the Developer's schedule.
- (e) The preliminary budgetary opinion of probable project costs in 2027 is \$108,000, including construction, engineering, and administration costs.
- (f) This Agreement establishes a sanitary sewer hookup fee of \$900 per lot, which will be collected at the time of Building Permit application for each lot in Four Seasons.

Section 1.05. Northbound Left Turn Lane at N 3rd Street/NW Hugg Intersection.

- (a) The need for these improvements is identified in the Traffic Impact Study prepared by Shive-Hattery for Four Seasons.
- (b) The Traffic Impact Study identified the need for a northbound left turn lane at the intersection of N 3rd Street (Sheldahl Drive) and NW Hugg Drive. Based on a turning bay warrant analysis, the guidelines for a dedicated major-left turning bay were met before the design year (2041). Warrants were not met by the design year without this development.
- (c) Required improvements include the addition of a northbound left turn lane, including a 50' storage length, 45:1 taper for diversion of through traffic, 15:1 taper to add the left turn lane, and pavement widening on the north side of the intersection to mirror the left turn lane for southbound approach to ensure proper lane alignment.
- (d) The preliminary budgetary opinion of probable project costs, based on construction in 2025, is \$260,000, including construction, engineering, and administration.
- (e) This Agreement establishes a fee of \$605 per lot, based on 50% of the costs, which will be collected at the time of Building Permit application for each lot in Four Seasons.
- (f) If after development of 150 lots, a revised Traffic Impact Study shows the need for the Turn Lane, the Developer is responsible for remaining 50% of the costs associated with the turn lane, less any amount paid to the City by other developments that contributed to the traffic. If the revised Traffic Impact Study shows the Turn Lane is warranted, MJR Developments, L.L.C. and Jarrod Ruckle are jointly and severally responsible for immediate payment of the balance of \$130,000.

Section 1.06. NW Hugg Drive Paving Improvements.

- (a) The City shall be responsible for design, construction and all project costs for the NW Hugg Drive pavement improvements project.

Section 1.07. NW 9th Street (NW 72nd Street) Paving Improvements.

- (a) The need for improvements is identified in ABE Geotechnical Report dated May 17, 2021, which recommends 4.5” of additional pavement thickness to handle proposed loading based on full development of Four Seasons.
- (b) Required improvements include 1.5” mill of existing HMA, 6” HMA overlay, granular shoulder construction, and surface restoration.
- (c) The Geotechnical Report noted the worst loading conditions for the street is during the construction and buildout of the development since construction loading is heavier than typical traffic over the years after construction. As a result, the city plans to delay these paving improvements for as long as possible to extend the life of the new pavement, and therefore plans to complete this paving in 2031 once construction of Plat 10 is complete.
- (d) The City shall be responsible for design and construction of the NW 9th Street (NW 72ne Street) pavement improvements project.
- (e) Preliminary budgetary opinion of probable project costs, assuming construction in 2031, is \$808,000 including construction, engineering, and administration.
 - (i) The Developer shall be responsible for 50% of the project cost, estimated to be \$404,000, for the west half of the street.
 - (ii) The City shall be responsible for 50% of the project costs, estimated to be \$404,000, for the east half of the street.
- (f) This Agreement establishes a fee of \$1,879.00 which shall be collected at the time of Building Permit Application for each lot in Four Seasons.

Section 1.06. Reconstruction of the NW 9th Street/Hugg Drive Intersection.

- (a) The City shall be responsible for design, construction, and all project costs for the NW 9th Street/Hugg Drive Intersection.

Article II. Petition and Waiver

Section 2.01. Petition and Waiver. In the event that the Developer does not comply with the terms of this Agreement, the City may cause the Improvements to be constructed in accordance with such plans and specifications as it shall deem appropriate.

For purpose of this Agreement, the City may elect to contract for the construction of said Improvements as part of any contract for a public improvement project entered into prior to the receipt of this instrument as authorized by law.

In consideration of the execution by the City of this Agreement and the construction of the Improvements, the undersigned Developer hereby expressly waives each and every question

of jurisdiction, benefit and need, the intention of the Developer being to authorize and direct said City to construct the Improvements for the benefit of the Developer Property. Provided, however, that except for the 25% rule, the Developer shall otherwise have and retain all the rights to notice and hearing of any other Developer to be benefited by the Improvements and to all other legal formalities as required by the laws of Iowa to be observed by the City prior to the adoption of a final resolution of necessity for assessing the expense of the Improvements against private property.

It is further agreed that when said Improvements have been constructed in accordance with the plans and specifications and if the City assesses the cost of the Improvements by special assessment, that the City shall make assessments against the property proportionately, and that said assessments so made shall be a lien upon the property, and the undersigned Developer hereby agrees to pay the amount that is assessed against said Developer Property, and said assessment shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed, subject only to the rights of the Developer reserved herein. The undersigned Developer hereby expressly waives every objection to said final assessment, any limitation of the amount thereof as a percentage of valuation and any right to defer or postpone payment of the assessment. Said assessment shall be paid by the undersigned Developer within the time provided by statute for the payment of such special assessments for such Improvements. The undersigned Developer, if entitled to agricultural deferment under the Code of Iowa, hereby waives its right to such deferral.

The undersigned Developer hereby authorizes the City Council to pass any resolution requisite or necessary to order or secure said Improvements, to provide for the construction of the same and to make the assessments herein provided for, subject only to the right of the Developer reserved herein, and any such resolution may contain recitals that said Improvements are ordered or made by the Council without petition of Developer; without in any way qualifying this petition or releasing the Developer from obligations to pay the assessments levied against its Property for the cost of said Improvements and to issue improvement bonds payable out of said assessment as herein provided.

The undersigned Developer warrants that the Developer Property is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are by lienholders hereinafter listed and designated as signers of this Petition and Waiver, who by execution of this Petition consent to the subordination of their lien to the special assessment liens herein described. The Developer further agrees to subordinate the Developer Property to the terms of this Petition and Waiver, and upon failure to do so, to pay the full amount of the assessment on demand. Each lienholder, designated below, by execution of this Petition and Waiver, agrees and consents that its lien shall be subordinated to the lien of the assessments levied pursuant hereto.

The Developer agrees that this Petition and Waiver shall be effective and binding from and after the approval of this Agreement by resolution of the City Council and shall be binding on any and all transferees and assignees.

Article III. Miscellaneous

Section 3.01. Binding Upon Successors in Interest. It is intended that this Agreement shall run with the land and that it shall, in any event and without regard to technical classifications or designations, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding for the benefit and in favor of, and enforceable by the City against the Developer, its successors and assigns, and every successor-in-interest to any of the Developer’s Property or any part thereof, or any interest thereof, and any party in possession or occupancy of any of the Property or any part thereof.

Section 3.02. Interpretation of Contract. This Agreement shall be construed in accordance with the laws of the State of Iowa.

Section 3.03. Titles of Articles and Sections. Titles of the several sections, subsections and paragraphs of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 3.04. Notices. A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; delivered personally; or sent by overnight courier service, as follows:

In the case of Developer:

MJR Developments, L.L.C.
Attention: Jarrod Ruckle
1425 NW Hugg Drive
Polk City, IA 50226

In the Case of the City:

City of Polk City
Attention: City Manager
112 3rd Street
Polk City, IA 50226

or to such other address, department, or individuals either may, from time to time, designate in writing and forward to the other as provided in this Article.

Section 3.05. Counterparts. This Agreement is executed in two counterparts, each of which shall constitute one and the same instrument. A copy of this Agreement, including all Exhibits, shall be maintained in the office of the City Clerk of the City.

Section 3.06. Amendments. The parties acknowledge that amendments to this Agreement will be needed at the time of subsequent Final Platting of property within Outlots X and Y to remove the single-family lots from the levied area and to reduce project costs based upon completed construction.

[Remainder of Page Left Intentionally Blank]

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

ATTEST:

City of Polk City, Iowa

By: _____
Steve Karsjen, Mayor

By: _____
Jenny Coffin, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

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

Notary Public in and for the State of Iowa

Developer:
MJR Developments, L.L.C.

By: _____
Jarrod Ruckle, Manager

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of June 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jarrod Ruckle, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that he executed the instrument as his voluntary act and deed.

Notary Public in and for the State of Iowa

Approved and agreed to by the undersigned as of the date above first written.

Ledgestone Properties, LLC

By: _____
Jarrod Ruckle, Manager

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of June 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Jarrod Ruckle, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that he executed the instrument as his voluntary act and deed.

Notary Public in and for the State of Iowa

Peggy Jones

Dennis Jones

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of June 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Peggy Jones and Dennis Jones.

Notary Public in and for the State of Iowa

RESOLUTION NO. 2022-75

**A RESOLUTION APPROVING AN AMENDED AND SUBSTITUTED
DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF POLK
CITY, IOWA AND MJR DEVELOPMENT, L.L.C.**

WHEREAS, the City of Polk City and the Developer, MJR Development, L.L.C., entered into a development agreement dated November 22, 2021, for certain public improvements in accordance with the development of certain real property located within the corporate limits of the City and currently described as Four Seasons Polk City Preliminary Plats 1-10; and

WHEREAS, the parties have agreed to amend the agreement, redefining the mutual agreement and understanding concerning the Developer's obligations associated with the future platting of the Developer Property as outlined in the Amended and Substituted Development Agreement attached hereto; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Polk City, Iowa, that the Amended and Substituted Development Agreement between the City of Polk City and MJR Developments L.L.C. is hereby approved.

BE IT FURTHER RESOLVED that the execution of the Amended and Substituted Development Agreement by the Mayor and City Clerk is hereby authorized and the Developer shall be responsible for recording the Amended and Substituted Development Agreement and returning the original to the City Clerk along with proof of recordation.

PASSED AND APPROVED the 13th day June 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk



City of Polk City, Iowa City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager

Subject: Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$4,500,000 General Obligation Corporate Purpose Bonds, Series 2022 and providing for the levy of taxes to pay the same

BACKGROUND: On Monday, the City Council will finalize our General Obligation bond sale, by approving a loan agreement in the amount of \$4,500,000 and providing for the issuance of the General Obligation Corporate Purpose Bonds 2022.

The proceeds from the bond sales, in addition to other city funds will be utilized for the below projects:

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

ALTERNATIVES: Do not approve the loan agreement

FINANCIAL CONSIDERATIONS: The financial considerations for the sale of the bonds are \$4,500,000 plus interest.

RECOMMENDATION: It is my recommendation that the Council approve the loan agreement and provide for the repayment of the loan agreement with the levying of taxes.

MINUTES TO PROVIDE FOR THE
ISSUANCE OF BONDS

511493-7

Polk City, Iowa

June 13, 2022

The City Council of the City of Polk City, Iowa, met on June 13, 2022, at 6 o'clock p.m., at the City Hall Council Chambers in Polk City, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the resolution hereinafter next set out and moved that the resolution be adopted, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

RESOLUTION NO. 2022-72

Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$4,500,000 General Obligation Corporate Purpose Bonds, Series 2022 and providing for the levy of taxes to pay the same

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

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

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

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

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City combined the Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2022 (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors LLC, as municipal financial advisor to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of Piper Sandler & Co., Minneapolis, Minnesota (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$4,500,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Bonds, in the aggregate principal amount of \$4,500,000, are hereby authorized to be issued in evidence of the City’s obligations under the Loan Agreement. The Bonds shall be dated June 29, 2022, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2023	\$ 100,000	4.00%	2030	\$ 200,000	4.00%
2024	\$ 160,000	4.00%	2032	\$ 430,000	3.25%
2025	\$ 165,000	4.00%	2034	\$ 460,000	3.50%
2026	\$ 170,000	4.00%	2036	\$ 500,000	3.50%
2027	\$ 180,000	4.00%	2038	\$ 540,000	4.00%
2028	\$ 185,000	4.00%	2042	\$1,215,000	4.00%
2029	\$ 195,000	4.00%			

Section 3. UMB BANK, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2032 through 2042, inclusive, prior to and in any order of maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Principal of the Bond maturing on June 1, 2032 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2031, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2031	\$210,000
2032	\$220,000 (Maturity)

Principal of the Bond maturing on June 1, 2034 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2033, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2033	\$225,000
2034	\$235,000 (Maturity)

Principal of the Bond maturing on June 1, 2036 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2035, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2035	\$245,000
2036	\$255,000 (Maturity)

Principal of the Bond maturing on June 1, 2038 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2037, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2037	\$265,000
2038	\$275,000 (Maturity)

Principal of the Bond maturing on June 1, 2042 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2039, June 1, 2040, and June 1, 2041, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2039	\$285,000
2040	\$300,000
2041	\$310,000
2042	\$320,000 (Maturity)

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2022. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an

interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
POLK COUNTY
CITY OF POLK CITY

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2022

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____ %	June 1, 20__	June 29, 2022	73111H _____

The City of Polk City (the “City”), in Polk County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2022, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2022 (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of June 29, 2022 (the “Loan Agreement”), entered into by the City for the purpose of paying the costs, to that extent, of (1) undertaking the remodeling of a municipal fire station; (2) acquiring land to serve as the site for a new municipal police station; (3) undertaking the construction of recreational trails; and (4) undertaking the City Hall Development Project, an urban renewal project in the Polk City Urban Renewal Area #2, authorized by action of the City Council on March 14, 2022.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council adopted on June 13, 2022, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the

“Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2032 through 2042, inclusive, prior to and in any order of maturity on June 1, 2030, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. Principal of the Bonds maturing on June 1 in the years 2032, 2034, 2036, 2038, and 2042 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in the years 2031; 2033; 2035; 2037; 2039, 2040, and 2041, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Polk City, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, all as of June 29, 2022.

CITY OF POLK CITY, IOWA

By: (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned resolution.

UMB Bank, n.a.
West Des Moines, Iowa
Registrar

By: (Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA _____
TEN ENT	- as tenants by the entireties	(Custodian)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____
		(Minor)
		under Uniform Transfers to Minors Act

		(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$4,664,563.55), including net original issue premium (the “Loan Proceeds”), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$46,362.51) shall be retained by the Purchaser as the underwriter’s discount.

A portion of the Loan Proceeds (\$4,567,201.04) received from the sale of the Bonds shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Projects and to the extent that any such proceeds (the “Project Proceeds”) remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$51,000) (the “Cost of Issuance Proceeds”), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$327,975;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$326,575;

For collection in the fiscal year beginning July 1, 2025;
sufficient to produce the net annual sum of \$324,975;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$328,175;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$325,975;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$328,575;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of \$325,775;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$327,775;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of \$330,950;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of \$328,800;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of \$330,925;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of \$332,700;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of \$334,125;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of \$335,200;

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of \$334,600;

For collection in the fiscal year beginning July 1, 2038, sufficient to produce the net annual sum of \$333,600;

For collection in the fiscal year beginning July 1, 2039, sufficient to produce the net annual sum of \$337,200;

For collection in the fiscal year beginning July 1, 2040, sufficient to produce the net annual sum of \$335,200; and

For collection in the fiscal year beginning July 1, 2041, sufficient to produce the net annual sum of \$332,800.

(Such taxes being supplemental and additional to taxes previously authorized by the City for this purpose for collection in the fiscal year beginning July 1, 2022).

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Polk County, and the Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and

set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent that the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 13, 2022.

Mayor

Attest:

City Clerk

••••

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

Mayor

Attest:

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF POLK

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2022, the City Clerk of the City of Polk City, Iowa, filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on June 13, 2022, entitled: “Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$4,500,000 General Obligation Corporate Purpose Bonds, Series 2022 and providing for the levy of taxes to pay the same,” and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2023, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for such purpose for collection in the fiscal year beginning July 1, 2022.

WITNESS MY HAND this _____ day of _____, 2022.

County Auditor

June 7, 2022

Via Email

Chelsea Huisman
City Manager/City Hall
Polk City, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2022
Our File No. 511493-7

Dear Chelsea:

We have prepared and attach proceedings to be used at the June 13th City Council meeting to enable the Council to adopt the resolution (the “Resolution”) approving the Loan Agreement and providing for the issuance of the General Obligation Corporate Purpose Bonds, Series 2022 (the “Bonds”).

The proceedings attached include the following items:

1. Minutes of the meeting covering the adoption of the Resolution. The actual Resolution follows the minutes. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Attestation Certificate with respect to the validity of the transcript.
3. County Filing Certificate. A certified copy of the Resolution must be filed with the Polk County Auditor, and we have prepared a form of certificate to be signed by the Auditor relating to the filing of a certified copy of the Resolution in the County Auditor’s office. Please make an extra copy of for this purpose.

As provided in the earlier pre-levy Resolution and in the attached Resolution, continuing in the 2022-2023 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Bonds unless the City’s budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City’s budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

As these proceedings are completed, please return one fully executed copy to our office.

Page 2

Also attached is the Loan Agreement for execution by the Mayor and the City Clerk. Please print the Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us for inclusion with the closing materials.

We are also attaching a Continuing Disclosure Certificate for execution by the Mayor and the City Clerk. Please retain one executed copy for the City's records and return one copy to us via email.

Finally, we are attaching a Registrar and Paying Agent Agreement for the Mayor and the City Clerk to sign. Please print a copy for execution, after which it should be returned to us by scan and email so that we may forward it to UMB Bank, n.a. for signature.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Jenny Coffin
PFM Financial Advisors LLC
Diana VanVleet
Piper Sandler & Co.

LOAN AGREEMENT

This Loan Agreement is entered into as of June 29, 2022 by and between the City of Polk City, Iowa (the "City"), and Piper Sandler & Co., Minneapolis, Minnesota (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$4,500,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2022 in the aggregate principal amount of \$4,500,000 (the "Bonds").

2. The City has adopted a resolution on June 13, 2022 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated June 29, 2022, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF POLK CITY, IOWA

By _____
Mayor

Attest:

City Clerk

PIPER SANDLER & CO.
Minneapolis, Minnesota

By _____
(Signature)

(Print Name and Title)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Polk City, Iowa (the “Issuer”), in connection with the issuance of \$4,500,000 General Obligation Corporate Purpose Bonds, Series 2022 (the “Bonds”), dated June 29, 2022. The Bonds are being issued pursuant to a resolution of the Issuer approved on June 13, 2022 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2021-2022 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet

available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

Debt Limit
Direct Debt
Actual (100%) Valuations for the City
Taxable (“Rollback”) Valuations for the City
Levies and Tax Collections
Larger Tax Payers
Levy Limits
Property Tax Rates (per \$1,000 Actual Valuation)

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial

information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 29, 2022

CITY OF POLK CITY, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this June 29, 2022 (the “Dated Date”) by and between the City of Polk City, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$4,500,000 General Obligation Corporate Purpose Bonds, Series 2022 hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF POLK CITY, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$500 initial/\$600 annual |

*Initial Fees charged at Closing

*Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.



Date June 8, 2022

To: Chelsea Huisman
 City of Polk City
 P.O. Box 426
 Polk City, IA 50226-0426

INVOICE SUMMARY - APRIL SERVICES

Services from April 1, 2022 through April 20, 2022

GENERAL ENGINEERING

<u>Meetings</u>	122.0001.01	\$	1,150.00
<i>Council and P&Z Meetings, City staff meetings, and meetings with developers and developer's engineers.</i>			
<u>Development and Building:</u>	122.0001.01	\$	2,375.00
<i>Coordination with developers, engineers, building inspector, and staff regarding various projects including Berggren, Hommer, and Johnson annexations. and building permits.</i>			
<u>Water Dept:</u>	122.0001.01	\$	250.00
<i>Research and coordinate with staff re: hookup agreements requiring annexation and DMWW water service replacement.</i>			
<u>Sanitary Sewers:</u>	122.0001.01	\$	125.00
<i>Research and respond to questions re: encroachment into Deer Haven sanitary sewer easement and determine easement needs.</i>			
<u>Storm Sewers:</u>	122.0001.01	\$	175.00
<i>Research and respond to staff re: private storm sewer easement and ponding in Outlots in Creekview Estates Plat 1.</i>			
<u>Street Dept.</u>	122.0001.01	\$	725.00
<i>Research and respond re: driveway access and locations, sidewalk slope on E. Broadway, trails layout at driveways, and cluster mailboxes.</i>			
<u>General:</u>	122.0001.01	\$	200.00
<i>Coordination with City staff and City Attorney re: agendas, minutes, resolutions, and miscellaneous issues.</i>			
<u>GIS</u>	122.0001.01	\$	-
SUBTOTAL		\$	5,000.00

CAPITAL IMPROVEMENT PROJECTS / WORK ORDERS

2021 I & I Study - Phase 1	121.0300.01	\$	1,218.00
N. 3rd Street & Vista Lake Avenue Intersection Improvements	121.0455.01	\$	2,600.75
North Trunk Sewer Study	122.0001.01C	\$	2,867.00
SUBTOTAL		\$	6,685.75

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

302 S. 2nd Street (Move Community Center): Site Plan	122.0541.01	\$	1,597.50
Antler Ridge: Development Agr, Prelim Plat, and TIS	122.0178.01	\$	1,930.00
Easter Plat of Survey	122.0580.01	\$	627.00
Four Seasons Polk City Plat 1: Construction Phase Services	121.0138.01	\$	728.00
Four Seasons Polk City Plat 2: Dev Agreement; Const Drawings	122.0505.01	\$	2,765.00
Home State Bank: Site Plan	122.0358.014	\$	790.00
Ledgestone Ridge: Construction Phase Services	121.0204.01	\$	310.00
Wolf Creek Townhomes Plat 13: Construction Drawings	121.0581.01	\$	457.00
SUBTOTAL		\$	9,204.50

TOTAL

\$ 20,890.25

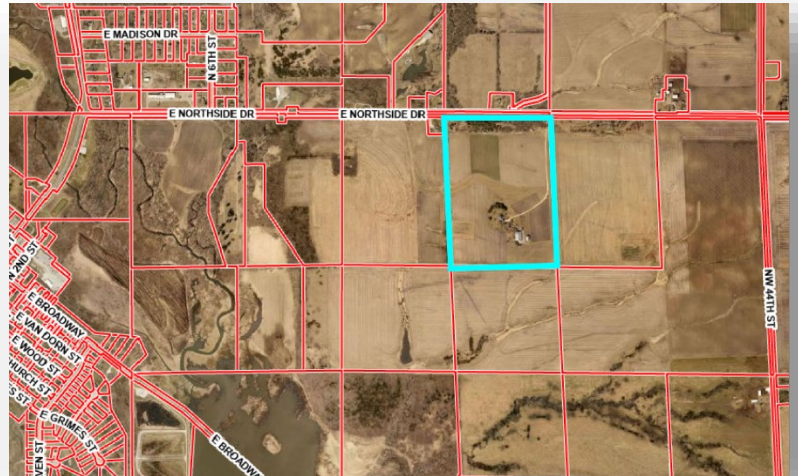
REZONING PETITION REVIEW

Date: March 29, 2022
 Subject Property: Schlife/DeVries property

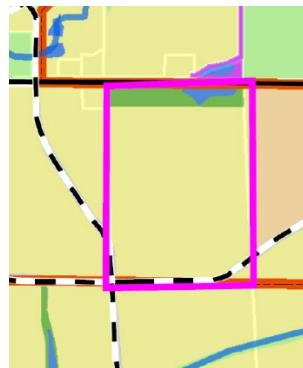
Prepared by: Kathleen Connor
 Project No.: 122.0207.01

GENERAL INFORMATION:

Thomas Schlife and Mary DeVries are the owners of 56.14 acres at 1716 E. Northside Drive, highlighted in cyan on the right. They have submitted a signed *Petition to Rezone* their property from A-1 Agricultural to R-1 Single Family Detached Residential. Owners of 95% of the 250' buffer surrounding the proposed zoning boundary have consented to the rezoning. The date of the public hearing for this this rezoning will be set after P&Z forwards their recommendation to City Council.



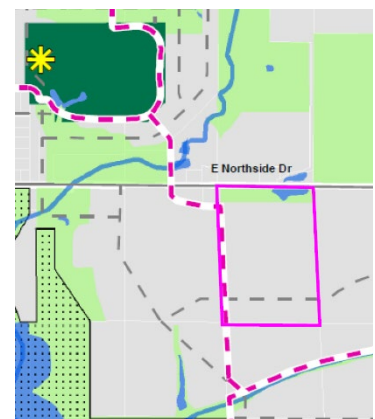
COMPREHENSIVE PLAN:



The 2016 Comprehensive Plan designated the Schlife/DeVries property, outlined in magenta on the left, primarily for low density residential use. There is also a strip designated for park land on the north side of this property, fronting on E. Northside Drive.

Since the time the 2016 Comprehensive Plan was prepared, the City has acquired land for a 57-acre park in Big Creek Commons. City staff has indicated there is no need for a second park so close to the large regional park. Instead a 20' buffer will be required immediately adjacent to E. Northside Drive across the frontage of this property.

The Parks and Trails Map, excerpted on the right, has been amended to show the regional park in Big Creek Commons. The recreational trail was amended to run from the regional park, across E. Northside Drive via an easement in Big Creek Commons, along the west side of this property, and eventually extending south where it will connect to the Antler Ridge subdivision on the south side of E. Southside Drive.



RECOMMENDATION REGARDING THE PROPOSED REZONINGS:

The Planning & Zoning Commission may proceed with one of the following options regarding the four proposed rezonings at their meeting:

- A. Approve the applicant's request to rezone their property to R-1 Single Family Detached Residential as presented.
- B. Deny the applicant's request to rezone their property to R-1 Single Family Detached Residential as presented.
- C. Approve the applicant's request to rezone their property to R-1 Single Family Detached Residential (Restricted) subject to certain restriction(s) as specified by the commission, provided the property owners agree to said restriction(s).

ORDINANCE NO. 2022-1500

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA, BY REZONING 57.66ACRES LOCATED 1716 E NORTHSIDE DRIVE, POLK CITY, IOWA, FROM ZONING CLASSIFICATION OF A-1 AGRICULTURAL TO R-1 SINGLE FAMILY DETACHED RESIDENTIAL

WHEREAS, on the 18th day of April 2022, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the property legally described as:

THE NE ¼ OF THE NW FRACTIONAL ¼ SECTION 6-80-24 IN THE CITY OF POLK CITY, POLK COUNTY, IOWA.
ALL CONTAINING 57.66 ACRES, MORE OR LESS

be considered for rezoning 57.66 acres from Agricultural (A-1) to Single Family Detached Residential (R-1); 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 property described above from Agricultural (A-1) to Single Family Detached Residential (R-1).

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



City of Polk City, Iowa

City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: 3rd and Final Reading of Water Rate Ordinance

BACKGROUND: On Monday, the City Council will have the 3rd and final reading for an ordinance related to water rates. The City is proposing a 3% increase to water rates, effective June 2022 (bill due July 1, 2022). The new rates are as follows:

Service Availability Charge	\$9.65 (minimum bill)
Usage Charge	\$6.45 per 1,000 gallons
Irrigation usage charge	\$11.02 (minimum bill) & per 1,000 gallons

Over the last 2 years, the City has had to significantly increase water & sewer rates to Polk City residents. Because the City Council has increased rates the last few years, the City is capable of not raising rates as significantly for July 1st. This increase will provide for adequate water operations and allows the City to prepare to move forward on a number of projects. An evaluation of water rates will continue to be made on a year-to year basis.

ALTERNATIVES: Do not approve the 3rd and final reading of the proposed Ordinance

FINANCIAL CONSIDERATIONS: 3% revenue increase

RECOMMENDATION: It is my recommendation that the Council approve the 3rd reading of an Ordinance related to water rates for next fiscal year.

ORDINANCE NO. 2022-1600

**AN ORDINANCE AMENDING CHAPTER 92, WATER RATES, SECTION 92.02,
RATES FOR SERVICE**

BE IT ORDAINED By the City Council of the City of Polk City, Iowa, that:

Section 1. Chapter 92, of the Polk City Code of Ordinances; Water Rates, Section 92.02, Rates for Service is hereby amended by deleting the section and inserting the following: 92.02 Water Service. Service shall be furnished at the following monthly rates and classification within the City:

1. Domestic rate is the water used for human consumption and needs of a particular location.

<u>Gallons Used per Month</u>	<u>Rate</u>
Service Availability Charge	\$9.65 (minimum bill)
Usage Charge	\$6.45 per 1,000 gallons

2. Irrigation/Garden rate is the water used for irrigation/garden purposes and these water uses are billed on a separate meter from the domestic meter.

<u>Gallons Used per Month</u>	<u>Rate</u>
All usage/1000 gallons	\$11.02 (minimum bill)

Section 2. The new water rates will start with meter reads in the month of June 2022, payable in July 2022.

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

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

PASSED AND APPROVED this ____ day of _____ 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

First Reading:

Second Reading:

Third Reading:

Date Adopted:

Date of Publication by posting:



City of Polk City, Iowa City Council Agenda Communication

Date: June 13, 2022 City Council Meeting
To: Mayor Steve Karsjen & City Council
From: Chelsea Huisman, City Manager
Subject: 3rd and Final Reading of Sewer Rate Ordinance

BACKGROUND: For the City Council's consideration on Monday, will be an ordinance related to sewer rates. The City is proposing a 2% increase to sewer rates, effective June 2022 (bill due July 1, 2022). The proposed rates are as follows:

Service availability charge	\$18.80 (minimum bill)
Usage charge	\$12.45 per 1,000 gallons of water used

ALTERNATIVES: Do not approve the 3rd reading of the proposed Ordinance

FINANCIAL CONSIDERATIONS: 2% revenue increase

RECOMMENDATION: It is my recommendation that the Council approve the 3rd and final reading of an Ordinance related to sewer rates for next fiscal year.

CITY OF POLK CITY, IOWA

Ordinance No. 2022-1700

AN ORDINANCE AMENDING CHAPTER 99, SECTION 99.02, SEWER SERVICE CHARGES

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

Section 1. The Polk City Code, Chapter 99, Section 99.02, Sewer Service Charges, is hereby amended by deleting the section and inserting the following:

99.02 SEWER SERVICE. Each customer shall pay sewer service charges for the use of and for the service supplied by the municipal sanitary sewer system as follows:

1. Service Availability Charge. A service availability charge of \$18.80 per month (minimum bill).
2. Usage Charge. A usage charge of \$12.45 per each 1,000 gallons of water used.

Section 2. The new Sanitary Sewer rates will start with meter reads in the month of June 2022, payable in July 2022.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED AND ADOPTED by the City Council of Polk City, Iowa, on this _____ day of _____ 2022.

Steve Karsjen, Mayor

ATTEST:

Jenny Coffin, City Clerk

First reading:
Second reading:
Third reading:
Publication Date by posting: