

Agenda
Notice of Meeting
Polk City | City Council

April 22, 2019 | 6:00 pm
City Hall | Council Chambers
Broadcast live at <https://polkcityia.gov/page/LiveStream>

Tentative Meeting Agenda

Jason Morse | Mayor

Jeff Walters | Pro Tem

City Council Members: David Dvorak | Mandy Vogel | Ron Anderson | Rob Sarchet

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. **Public Comments:** This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please come to the podium and state your name and address for the record. You are requested to keep your comments to five minutes.
5. **Consent Items**
 - Action Items
 1. Consider motion to approve the City Council Meeting Minutes for April 8, 2019
 2. Consider motion to receive and file the Board of Adjustment Meeting Minutes from April 16, 2019
 3. Consider motion to approve the April 22, 2019 Claims
 4. Consider motion to approve the March 2019 Finance Report
 5. Consider motion to accept resignation from Mark Paeper, IT Director effective April 19, 2019
 6. Consider motion to approve twelve (12) month Class C liquor license for Fareway Stores #137 located at 1101 South 4th Street effective June 17, 2019
 7. Consider motion to move May 27, 2019 Council Meeting to May 28, 2019 at 6pm due to the Memorial Day Holiday
 8. Consider motion to approve Resolution 2019-30 ordering construction of certain public improvements for the East Grimes Street and Deer Haven Street Intersection Repairs Project and fixing dates for a public hearing thereon Tuesday, May 28, 2019 at 6pm and the taking of bids thereon May 16, 2019 at 10am
 9. Consider motion to approve Resolution 2019-27 appointing Don Sandor as Polk City's primary representative to the Des Moines Metropolitan Wastewater Reclamation Authority (WRA)
 10. Consider motion to approve Resolution 2019-28 appointing Don Sandor as Polk City's primary representative to the Des Moines Area Metropolitan Planning Organization Technical Committee (TTC)
 11. Consider motion to receive and file the March 2019 Police Department Report
 12. Consider motion to approve the FY 19/20 budgeted purchase of a replacement skid loader for Public Works in the amount of \$35,430.42 after trade (budgeted amount \$50,000)
 13. Consider motion to approve the FY 19/20 budgeted purchase of a replacement mower for Public Works in the amount of \$12,549.53 after trade (budgeted amount \$10,000)
 14. Consider motion to receive and file the March 2019 Fire Department Report
6. **New Business**
 - Action Items
 1. Development Agreement with MJR Development and Polk County
 - a. Public Hearing

- b. Consider motion to approve Resolution 2019-29 authorizing Development Agreement with Polk County, Iowa and MJR Developments, L.L.C
2. Consider motion to approve Resolution 2019-31 approving Construction Drawings for Big Creek Valley Plat 1
3. Consider motion to authorize Snyder and Associates Engineering Agreement in the amount of \$18,200 to provide engineering services related to preparing of construction documents and provision of bid phase and construction phase services for the 2019 Street Repair project
4. Consider motion to approve proposal from Hinson Consulting, LLC in the amount of \$9,200 for search services related to the selection of a City Administrator

7. Reports & Particulars

Mayor Proclamation – Arbor Day, April 26, 2019

Municipal Clerk’s Week May 5-11th

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

8. Adjourn until May 13, 2019



City of Polk City, Iowa City Council Agenda Communication

Date: April 19, 2019
To: Mayor & City Council
From: Jenny Gibbons, City Clerk

Subject: IT Position
MJR Development Agreement
Big Creek Valley Plat 1 Construction Drawings

IT Position

BACKGROUND:

Mark Paeper has resigned as IT Director effective April 19, 2019 creating an opportunity to revisit the IT Director position and determine the necessity to fill the vacancy. Staff met with Aueron Technologies on April 17, 2019 to discuss options for adding support services to our existing contract.

RECOMMENDATION:

Staff will provide a recommendation on this matter at an upcoming Council Meeting.

MJR Development Agreement

BACKGROUND:

An execution version of the Development Agreement by and among Polk County, Polk City and MJR Developments for the next phase of the Whitetail Ridge project known as Big Creek Valley Subdivision Plat 1 has been prepared for Council consideration. This Agreement does not in any way replace, amend, or alter the Development Agreement between the same parties dated November 7, 2017. This is a completely separate Development Agreement for the next phase of the project.

RECOMMENDATION:

Approve the included Resolution authorizing the Development agreement for Big Creek Valley Plat 1.

Big Creek Valley (BCV) Plat 1 Construction Drawings

BACKGROUND:

Shive-Hattery on behalf of MJR Development has submitted construction drawings for Public Improvements for Big Creek Valley Plat 1. Currently there are still a few engineering comments that need to be fully addressed before Council can formally approve the plans.

RECOMMENDATION:

If outstanding engineer comments remain Council should only approve grading and utilities, otherwise proceed with approval of the Construction Drawings for all Public Improvements for BCV Plat 1. (both resolutions including in the packet for Council to choose from)

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m., Monday, April 9, 2019
City Hall

Polk City, City Council held a meeting at 6:00 p.m., on April 9, 2019. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

<p><u>Mayor and City Council Members Present:</u> Jason Morse Mayor Jeff Walters Pro Tem Mandy Vogel City Council Member Ron Anderson City Council Member Robert Sarchet City Council Member</p> <p><u>Mayor and City Council Members Absent:</u> Dave Dvorak City Council Member</p>	<p><u>Staff Members Present:</u> Lindsey Huber Assistant City Administrator/Finance Director Jenny Gibbons City Clerk Billy Mallory City Attorney John Haldeman City Engineer Trace Kendig Police Chief Jim Mitchell Fire Chief Mike Schulte Public Works Director Mark Paeper IT Director Jamie Noack Library Director</p>
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1. **Call to Order** / Mayor Morse called the meeting to order at 6:00 p.m.
2. **Roll Call** /Vogel, Walters, Anderson, Sarchet | In attendance
Dvorak | Absent
3. **Approval of Agenda**
MOTION: A motion was made by Sarchet and seconded by Anderson to approve the meeting agenda.
MOTION CARRIED UNANIMOUSLY
4. **Public Comments** | None
5. **Consent Agenda Items**
Anderson requested to pull Consent Items 10 and 19
MOTION: A motion was made by Walters and seconded by Vogel to approve the amended consent agenda items
 1. Consider motion to approve the City Council Meeting Minutes for March 25, 2019
 2. Consider motion to receive and file the Parks Meeting Minutes for April 1, 2019
 3. Consider motion to approve the April 8, 2019 Claims
 4. Consider motion to approve Resolution 2019-21 authorizing Four Seasons Festival use of city property July 18-21, 2019
 5. Consider motion to approve Resolution 2019-22 authorizing \$7000 financial contribution for the 2019 Four Seasons Festival
 6. Consider motion to approve Resolution 2019-23 approving a Lease agreement with Fender’s Brewing to continue use the adjacent unimproved alleyway effective May 1, 2019 with renewal option
 7. Consider motion to approve twelve months Class C Liquor License for Kum & Go with Sunday Sales effective 6/30/2018
 8. Consider motion to approve twelve months Class C Liquor License for Tournament Club of Iowa located at 1000 Tradition Drive with Outdoor Sales and Sunday Sales effective 6/1/2018
 9. Consider motion to approve hiring Willa Philpott for Seasonal Parks and Rec program at \$10.50 per hour
 - ~~10. Consider motion to approve advertising in an effort to establish a Police Officer hiring eligibility list~~
 11. Consider motion to approve hiring Don Sandor as Interim City Administrator at a pay rate of \$67.00 per hour on an as needed basis
 12. Consider motion to approve Resolution 2019-24 fixing date for a public hearing on the proposal to enter into Development Agreement with Polk County, Iowa and MJR Development, L.L.C.
 13. Consider motion to approve the Order Accepting Acknowledgement/Settlement Agreement with Casey’s General Store
 14. Consider motion to receive and file the FY19 3rd quarter stats, March 2019 Stas and March 2019 Director Report from the Library
 15. Consider motion to receive and file the March 2019 Water Report

16. Consider motion to approve hiring James McKinstry for the Fire Department at a rate of \$11.28 per hour for POC and \$12.29 per hour for part-time rate
17. Consider motion to recognize retirement of Tim Cory from the Fire Department after 30+ years of service
18. Consider motion to approve pay increases for Firefighter/EMT Shawn Boots and Ryan Moore earning Senior positions at a pay rate of \$13.84 per hour for POC and \$15.12 per hour for Part-time
- ~~19. Consider motion to approve the purchase of a Dump Truck and Snow Removal Equipment to add to Public Works Fleet in the amount of \$88,796 plus \$83,206 for the equipment package for a total cost of \$170,002 (this purchase was budgeted in FY 19/20 for \$180,000)~~
20. Consider motion to receive and file the March 2019 PCCEDC Financial Report
21. Consider motion to receive and file the March 2019 Festival Financial Report
22. Consider motion to approve Resolution 2019-26 adopting a policy for small wireless communications
Mayor Morse called attention to Item 11 welcoming Don Sandor as Interim City Administrator and he called attention to Item 17 thanking Tim Cory and the Cory family for their multiple generations of contributions to the Fire Department.
Sarchet also thanked Cory for his time served with the FD and he told Sandor that he is looking forward to working with him and hearing his perspective on things. Sarchet said the Four Seasons Committee has been underway in planning of this year's festival. He called attention to Item 22 and thanked MAC for their contribution in bringing light to this topic and helping communities get out in front of it.

MOTION CARRIED UNANIMOUSLY

10. Consider motion to approve advertising in an effort to establish a Police Officer hiring eligibility list

MOTION: A motion was made by Vogel and seconded by Sarchet to approve item 10 from consent agenda items

MOTION CARRIED UNANIMOUSLY

19. Consider motion to approve the purchase of a Dump Truck and Snow Removal Equipment to add to Public Works Fleet in the amount of \$88,796 plus \$83,206 for the equipment package for a total cost of \$170,002 (this purchase was budgeted in FY 19/20 for \$180,000)

MOTION: A motion was made by Walters and seconded by Vogel to approve item 19 from consent agenda items

YES: Vogel, Walters, Sarchet

NO: Anderson

MOTION CARRIED

6. New Business

1. Sally Dix presented Bravo's annual updated
2. ***MOTION:*** A motion was made by Sarchet and seconded by Walters to approve Resolution 2019-25 approving Plats of Survey for Parcel No. 2019-56 and 2019-57

MOTION CARRIED UNANIMOUSLY

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

- Public Works Director Schulte said the 2019 Street Repair Project list has been prepared and Snyder & Associates will have an engineering contract before the Council for approval at the next meeting
- Fire Chief Mitchell publicly thanked Tim Cory for his tree decades of service as a second generation in the department and encouraged Cory to keep coming back and enlightening the younger generations with his knowledge of history.
- Council Member Sarchet acknowledged the Polk County assessments coming out and encourage residents to look at the tax distribution on the back of their statements to review where all the dollars are going.
- Council Member Anderson welcomed Don Sandor.
- Council Member Walters reminded everyone to be mindful while driving this Spring, looking out for pedestrians and yielding the flashing beacon lights installed around the City.
- Assistant City Administrator/Finance Director Huber informed Council she's been working on a Budget Amendment for FY 19 to true up revenue and expenses, they will have a Resolution before them to set a Public Hearing in May.
- Mayor Morse thanked Staff and Council for pulling things together over the past few months, he said he truly appreciated everyone's efforts.

8. **MOTION:** A motion was made by Sarchet and seconded by Walters to enter into closed session at 6:29 p.m. under Code of Iowa; Chapter 21 Official Meetings open to Public; **section 5 Closed session;** sub paragraph 1.c. To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

MOTION CARRIED UNANIMOUSLY

(AFTER CLOSED SESSION ENDED AT 7:21p.m.)

9. **Adjournment**

MOTION: A motion was made by Anderson and seconded by Sarchet to adjourn 7:21 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, April 22, 2019 at 6:00 p.m.

Jason Morse, Mayor

Attest

Jenny Gibbons, City Clerk

MEETING MINUTES
The City of Polk City
Board of Adjustment
4:00 p.m., Tuesday, April 16, 2019
City Hall

Polk City, Board of Adjustment (BOA) held a meeting at 4:00 p.m., on April 16, 2019. **In addition to these published tentative minutes, there also may be additional meeting notes on file with the Polk City staff that are public records and available upon request as provided by law. These tentative minutes reflect all action taken at the meeting.**

Board of Adjustment Members Present:

Anthony “Chip” Capaldo | Chair
John Calhoun | BOA Member
Bill Currie | BOA Member
Dixie Bequeaith | BOA Member
Mike Bakken | BOA Member
Deanna Deason | BOA Member

Staff Members Present:

Don Sandor | Interim City Administrator
Jenny Gibbons | City Clerk

Board of Adjustment Members Absent:

Ken Morse | BOA Member

1. **Call to Order** | Chair Capaldo called the meeting to order at 3:56 p.m.
2. **Roll Call** | Calhoun, Currie, Chair Capaldo, Bequeaith, Bakken, Deason | In attendance
Morse | Absent

3. **Phillips – 1216 Bel Aire**

Doug Phillips described his proposal for a deck to be built on the front of the house. He explained that with the layout of the home a deck on the front of the house would make it more functional.

Gary Cory of 1213 Bel Aire was in attendance and spoke in favor of Mr. Phillip’s plans.

Letters from Cory Knapp of 1220 Bel Aire in favor of the deck and Mai Golbuff of 405 Hillcrest not opposed to the deck were given to Chair Capaldo.

Capaldo asked if the deck would impede rescue efforts by the Fire Department. It was confirmed that the deck would not have an impact either way. Deason asked about the deck on the rear of the home. Calhoun asked for Mr. Phillips to describe the hardship. Mr. Phillips said there really isn’t one. Mrs. Phillips described the layout of the home as a 4-level split and the convenience a deck off the kitchen and dining area would provide. Currie pointed out that item one of the criteria for a variance hadn’t been met and said as a board member the variance shouldn’t be granted without all eight of the criteria being met. Bequeaith mentioned other decks on the front of homes in the area and wasn’t clear if they were built prior to the set back requirements, if they had building permits and if they were to code. Capaldo said several decks, including his own, are too small and makes it difficult to go in and out especially for emergency services. Capaldo spoke about a variance granted to a builder up on Eagle Way regarding a deck encroaching the set back. City Clerk, Gibbons, recalled the deck was not encroaching it was only the steps that became an issue when the owner wanted to cover the deck. Bakken recalled that property had 3 front yard setbacks. Currie quoted code section on page 816 regarding deck encroachment and encouraged the Phillips to put in steps to a patio to avoid the need for a variance.

MOTION: A motion was made by Bequeaith and seconded by Deason to grant variance for a 7-foot encroachment into front yard setback requirement

YES: Deason, Capaldo, Bequeaith

NO: Calhoun, Currie, Bakken

MOTION FAILED

4. **Adjournment** – 4:12 p.m.

CLAIMS REPORT

The City of Polk City

For **4/22/2019**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
CH	GENERAL	AUREON TECHNOLOGY	MONTHLY MANAGED BACKUP	\$1,068.00
CH	GENERAL	BRICK LAW FIRM	LEGAL SERVICES	\$2,920.14
CH	GENERAL	BUSINESS PUBLICATIONS CORP	PUBLIC NOTICES	\$222.30
CH	GENERAL	CENTURY LINK	PHONE SERVICE	\$25.11
CH	GENERAL	CRYSTAL CLEAR WATER CO	PURCHASED WATER	\$16.00
CH	GENERAL	CUSTOM AWARDS & EMBROIDERY INC	NAMEPLATES-SANDOR	\$44.00
CH	GENERAL	EMPLOYEE FAMILY RESOURCES	EAP RENEWAL	\$2,583.36
CH	GENERAL	IOWA LEAGUE OF CITIES	IA MUNICIPAL INSTITUTE 2019	\$690.00
CH	GENERAL	LINDSEY HUBER	REIMBURSEMENT-CELL PHONE	\$40.00
CH	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$664.65
CH	GENERAL	MIDLAND POWER CO-OP	STREET LIGHTING	\$206.40
CH	GENERAL	MMIT BUSINESS SOLUTIONS GROUP	COPIER RENTAL	\$257.29
CH	GENERAL	PITNEY BOWES	POSTAGE METER RENTAL	\$105.00
CH	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$144.29
CH	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$40.01
CIVIL DEFENSE	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$101.17
COMM BLDG	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$13.42
FD	GENERAL	FIRE SERVICE TRAINING BUREAU	FIRE CHIEFS SEMINAR	\$75.00
FD	GENERAL	JIM MITCHELL	REIMBURSEMENT-CELL PHONE/FDIC TRAVEL	\$130.80
FD	GENERAL	MEDIX OCCUPATIONAL HEALTH	PHYSICAL EXAM-BLAYLOCK	\$676.50
FD	GENERAL	MERCY NORTH PHARMACY	RX SUPPLIES	\$132.93
FD	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$311.71
FD	GENERAL	POLK COUNTY FIRE CHIEFS	ANNUAL DUES	\$25.00
FD	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$360.08
FD	GENERAL	WEX	FUEL	\$589.44
LIB	GENERAL	BAKER & TAYLOR	BOOKS	\$719.93
LIB	GENERAL	BRITTANY BURK	REIMBURSEMENT-MILEAGE	\$382.74
LIB	GENERAL	CENTURY LINK	PHONE SERVICE	\$369.43
LIB	GENERAL	JONATHAN MAY	SUMMER READING PERFORMER	\$300.00
LIB	GENERAL	MICROMARKETING, LLC	CD CASE LINERS	\$4.80
LIB	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$357.29
LIB	GENERAL	TIM READ	SUMMER READING PERFORMER	\$100.00
LIB	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$219.00
PARKS	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$285.02
PARKS	GENERAL	TOTAL QUALITY INC.	LAWNCARE	\$15,362.55
PARKS	GENERAL	VAN-WALL EQUIPMENT	VEHICLE REPAIR PARTS	\$1,540.63
PD	GENERAL	ARNOLD MOTOR SUPPLY	UNIT 21-NEW PCV VALVE	\$9.99
PD	GENERAL	BRICK LAW FIRM	PROSECUTIONS	\$270.00
PD	GENERAL	BRICK LAW FIRM	POLICE DEPARTMENT	\$90.00
PD	GENERAL	GABRIEL WILSON	REIMBURSEMENT-MEALS/TRAVEL	\$206.50
PD	GENERAL	IOWA COUNTY ATTORNEYS ASSOC.	2019 IOWA ACTS OF INTEREST LAW	\$70.00
PD	GENERAL	JEREMY SIEPKER	REIMBURSEMENT-CELL PHONE	\$40.00
PD	GENERAL	MATT AICHER	MEAL REIMBURSEMENT-K9 TRAINING	\$34.99
PD	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$311.70
PD	GENERAL	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$155.43
PD	GENERAL	NELSON AUTOMOTIVE	UNIT 22-WINDSHIELD WIPERS	\$34.96
PD	GENERAL	TRACE KENDIG	REIMBURSEMENT-CELL PHONE	\$40.00
PD	GENERAL	WEX	FUEL	\$1,798.03
PW	GENERAL	VERIZON WIRELESS	PHONE AND DATA PLAN	\$452.57
PW	GENERAL	WEX	FUEL	\$1,395.46
STREET	GENERAL	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$3,939.74
STREET	GENERAL	MIDLAND POWER CO-OP	STREET LIGHTING	\$189.54
ROAD	ROAD	ANKENY SANITATION	TRASH SERVICE	\$395.56
ROAD	ROAD	BAUER BUILT TIRE	UNIT 403-TIRE ALIGNMENT	\$205.00
ROAD	ROAD	BRICK LAW FIRM	LEGAL SERVICES	\$1,027.50
ROAD	ROAD	CENTURY LINK	PHONE SERVICE	\$103.30
ROAD	ROAD	CHR TIRE AND AUTO	2015 F350 DIESEL REPAIRS	\$79.99
ROAD	ROAD	HAWKEYE TRUCK EQUIPMENT	SNOW PLOW REPAIR	\$189.00
ROAD	ROAD	HEARTLAND TIRE & AUTO	REPAIR LAWN TIRES	\$20.00
ROAD	ROAD	KIMBALL MIDWEST	PARTS/SUPPLIES	\$443.88
ROAD	ROAD	LOGAN CONTRACTORS SUPPLY	OPERATING SUPPLIES	\$964.00
ROAD	ROAD	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$530.13

CLAIMS REPORT

The City of Polk City

For **4/22/2019**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
ROAD	ROAD	SPECK ENTERPRISES	STREET SWEEPING	\$5,225.00
ROAD	ROAD	TRACTOR SUPPLY	PW DIESEL FUEL NOZZLE	\$99.99
ROAD	ROAD	TRUCK EQUIPMENT INC.	NEW PICK-UP TRUCK EQUIPMENT	\$11,504.26
ROAD	ROAD	TRUCK EQUIPMENT INC.	SNOW PLOW PARTS	\$212.24
SEWER	SEWER	CENTURY LINK	PHONE SERVICE	\$274.95
SEWER	SEWER	CITY OF DES MOINES	WRA	\$25,484.40
SEWER	SEWER	FERGUSON WATERWORKS	METERS	\$9,007.33
SEWER	SEWER	IOWA ONE CALL	UNDERGROUND LOCATIONS	\$122.40
SEWER	SEWER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$2,550.60
SEWER	SEWER	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$44.00
SEWER	SEWER	OMNISITE	RADIO KIT-BIG CREEK LIFT STATN	\$321.83
WATER	WATER	ARDICK EQUIPMENT CO.	SIGNS	\$356.00
WATER	WATER	CENTURY LINK	PHONE SERVICE	\$57.38
WATER	WATER	CHR TIRE AND AUTO	2016 F350 DIESEL REPAIRS	\$1,414.13
WATER	WATER	CHR TIRE AND AUTO	UNIT 208 REPAIRS	\$511.96
WATER	WATER	GNA TRUCKING LLC	TRUCKING SERVICES	\$580.72
WATER	WATER	HACH COMPANY	WATER DEPARTMENT SUPPLIES	\$601.70
WATER	WATER	KEYSTONE LABORATORIES INC.	WATER TESTING	\$75.00
WATER	WATER	KIMBALL MIDWEST	PARTS/SUPPLIES	\$1,230.80
WATER	WATER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$1,867.60
WATER	WATER	WOOD ROOFING COMAPNY INC	REPAIR WATER PLANT ROOF	\$209.17
TOTAL				\$105,832.72
		GENERAL		\$40,122.90
		ROAD USE		\$20,999.85
		SEWER		\$37,805.51
		WATER		\$6,904.46
		TOTAL		\$105,832.72



POLK CITY - A City For All Seasons -

Monthly Finance Report

March 31, 2019

City of Polk City
Cash and Investment Reconciliation
All Funds
03/29/2019

Cash Basis Fund Balances	<u>\$ 8,890,590.57</u>
Investments	\$ 4,624,883.75
Grinnell State Bank Business Checking- 0.60%	4,365,148.71
Outstanding Transactions	<u>(99,441.89)</u>
Total	<u>\$8,890,590.57</u>

Summary of Investments

Luana Savings Bank Money Market- 1.81%	\$ 1,608,782.37
Luana Savings Bank Certificate of Deposit- 1.85%	\$ 1,527,878.34
Grinnell State Bank Certificate of Deposit- 2.45%	1,043,400.37
Grinnell State Bank Business Money Market- 1.45%	444,818.67
IPAIT Investment Account	<u>4.00</u>
	\$ 4,624,883.75

City of Polk City
Cash Balance Summary
03/29/2019

Fund	Cash Balance Feb 28, 2019	Revenues	Expenditures	Cash Balance March 29, 2019
General Fund	\$ 3,792,526.07	\$ 228,984.14	\$ 417,635.62	\$ 3,603,874.59
Road Use Tax	121,491.11	30,101.68	41,607.26	\$ 109,985.53
Tax Increment Financing	138,168.33	6,280.56	-	\$ 144,448.89
Low Moderate Income	1,493,062.97	1,016.08	-	\$ 1,494,079.05
PC Comm. Lib Trust	15,847.55	-	-	\$ 15,847.55
Asset Forfeiture	257.50	-	-	\$ 257.50
Debt Service	121,653.95	8,006.22	-	\$ 129,660.17
Capital Improvements	(23,088.43)	-	-	\$ (23,088.43)
Capital Projects Water Project	2,238,460.40	-	17,534.28	\$ 2,220,926.12
Water Utility	537,209.72	76,638.47	52,234.25	\$ 561,613.94
Sewer Utility	588,683.73	108,422.39	64,124.46	\$ 632,981.66
Total	<u>\$ 9,024,272.90</u>	<u>\$ 459,449.54</u>	<u>\$ 593,135.87</u>	<u>\$ 8,890,590.57</u>

**City of Polk City
Revenue Summary by Fund
03/29/2019**

Fund	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	As of March 29, 2019	Variance	Percent (1)
General Total	4,277,764.45	5,669,696.18	5,335,202.89	4,650,658.30	4,588,831.00	3,584,912.78	(1,003,918.22)	78%
Road Use Total	357,044.52	422,393.91	425,317.38	436,103.13	430,000.00	345,974.04	(84,025.96)	80%
TIF Total	329,248.10	361,874.17	205,235.86	300,221.00	336,600.00	187,429.47	(149,170.53)	56%
L.M.I Total	276,204.44	15,431.41	55,242.83	70,839.08	85,651.00	7,557.38	(78,093.62)	9%
PC Comm. Library Trust	-	0.00	0.00	20,000.00	0.00	0.00	-	0%
Asset Forfeiture Total	0.00	0.00	610.00	0.00	0.00	0.00	-	0%
Debt Service Total	15,545.00	271,892.45	137,160.00	136,215.00	324,408.00	178,061.74	(146,346.26)	55%
Capital Improvements Total	10,565.58	2,334,810.55	908,704.56	1,128,651.95	1,659,793.00	1,391,793.00	(268,000.00)	84%
Capital Water Project	-	0.00	0.00	60,000.00	2,961,568.00	2,961,568.80	0.80	100%
Water Total	573,693.18	611,146.22	788,088.93	954,955.00	776,000.00	806,303.37	30,303.37	104%
Sewer Total	2,245,617.33	639,078.61	761,007.40	870,631.50	994,500.00	996,875.88	2,375.88	100%
Total Of All Revenues	8,085,682.60	10,326,323.50	8,616,569.85	8,628,274.96	12,157,351.00	10,460,476.46	(1,696,874.54)	86%

(1) February is 66.6% of the fiscal year

**City of Polk City
Expenditures Report
03/31/19**

Account Title	2014-15 Actual	2015-16 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	As of March 31, 2019	Variance	Percent (1)
Police Total	624,209.37	643,613.46	728,089.33	751,430.58	755,669.00	608,570.20	147,098.80	80.99%
Civil Defense Total	5,244.84	6,435.51	7,180.70	4,009.83	5,300.00	4,228.38	1,071.62	105.45%
Fire Total	409,535.04	465,724.29	456,504.44	479,940.15	766,369.00	640,257.95	126,111.05	133.40%
Building/Housing Total	350,502.01	327,498.79	461,270.52	423,623.74	376,892.00	323,536.60	53,355.40	76.37%
Dog Control Total	649.96	312.48	603.70	1,438.29	2,000.00	1,133.84	866.16	78.83%
Road Use Total	177,432.95	149,997.73	154,726.93	102,308.96	124,984.00	65,755.12	59,228.88	64.27%
Street Lighting Total	50,037.07	60,371.53	55,632.71	52,756.68	60,000.00	37,112.04	22,887.96	70.35%
Other Public Works (Theft)	-	16,455.60	0.00	0.00	0.00	0.00	0.00	0.00%
Env.Health Services Total	2,719.42	111.40	3,627.80	246.25	5,000.00	4,382.00	618.00	1779.49%
Library Total	233,590.26	265,792.84	240,329.49	273,480.58	285,933.00	212,312.30	73,620.70	77.63%
Parks Total	235,941.09	223,617.65	316,853.97	366,446.16	496,093.00	442,071.25	54,021.75	120.64%
Community Center Total	17,270.78	12,302.68	9,948.52	10,034.75	5,400.00	8,013.86	(2,613.86)	79.86%
Economic Development Total	19,252.50	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00%
Mayor Council Total	188,380.18	203,903.88	206,759.19	218,058.58	219,120.00	268,124.70	(49,004.70)	122.96%
Policy Administration	423,236.43	413,582.81	449,960.55	383,042.40	373,269.00	264,237.86	109,031.14	68.98%
Elections	-	1,601.70	0.00	0.00	0.00	0.00	0.00	0.00%
City Attorney Total	25,314.31	60,882.41	58,341.69	42,445.52	56,000.00	54,925.80	1,074.20	129.40%
City Hall Total	118,597.03	107,208.09	145,468.76	120,905.77	113,300.00	198,035.93	(84,735.93)	163.79%
Other City Government Total	63,850.95	60,858.86	69,790.51	195,182.76	186,700.00	127,111.24	59,588.76	65.12%
Capital Improvements	-	-	0.00	500,000.00	0.00	0.00	0.00	0.00%
Transfer Total	0	2,606,703.00	1,032,160.00	1,260,230.68	1,100,000.00	832,000.00	268,000.00	66.02%
General Total	2,945,764.19	5,751,974.71	4,397,248.81	5,185,581.68	4,932,029.00	4,091,809.07	840,219.93	156.36%
Road Use Total	310,082.86	347,488.01	294,350.76	674,279.15	477,852.00	383,406.22	94,445.78	80.24%
TIF Total	330,884.71	359,125.48	206,347.94	243,221.00	336,600.00	103,028.69	233,571.31	30.61%
L.M.I Total	43,078.03	6,745.00	0.00	7,294.00	36,000.00	27,512.00	8,488.00	76.42%
PC Comm. Lib Trust Fund Total					8,500.00	4,152.45	4,347.55	48.85%
Asset Forfeiture Total	0.00	0.00	152.50	0.00	0.00	200.00	-200.00	0.00%
Debt Service Total	150,042.45	137,395.00	137,160.00	136,215.00	320,854.00	48,401.57	272,452.43	15.09%
Capital Improvements Total	941,446.57	1,450,384.16	945,265.38	1,129,054.79	1,654,793.00	1,432,415.71	222,377.29	86.56%
Capital Water Project Total					805,000.00	783,108.40	21,891.60	97.28%
Water Total	535,075.87	676,504.07	611,971.91	919,479.44	723,854.00	538,564.24	185,289.76	74.40%
Sewer Total	2,245,810.25	614,973.35	514,735.07	619,795.77	1,177,601.00	1,040,319.73	137,281.27	88.34%
Total Of All Expenses	7,502,184.93	9,344,589.78	7,107,232.37	8,914,920.83	10,473,083.00	8,452,918.08	2,020,164.92	80.71%

(1) February is 66.6% of the fiscal year

City of Polk City
Summary of Funds for Fiscal Year
03/31/19

	Revenues	Expenses	Net Difference (R-E)	Note
General Total	\$3,584,912.78	\$4,091,809.07	(\$506,896.29)	Will receive over \$1 million in April from tax distribution
Road Use Total	\$345,974.04	\$383,406.22	(\$37,432.18)	Previous fiscal year carryover offsets difference
TIF Total	\$187,429.47	\$103,028.69	\$84,400.78	
L.M.I Total	\$7,557.38	\$27,512.00	(\$19,954.62)	Transfer from TIF
PC Library Trust Fund Total	\$0.00	\$4,152.45	(\$4,152.45)	Previous fiscal year carryover offsets difference
Asset Forfeiture Total	\$0.00	\$200.00	(\$200.00)	Previous fiscal year carryover offsets difference
Debt Service Total	\$178,061.74	\$48,401.57	\$129,660.17	
Capital Improvements Total	\$1,391,793.00	\$1,432,415.71	(\$40,622.71)	Transfer from GF in April
Capital Water Project Total	\$2,961,568.80	\$783,108.40	\$2,178,460.40	
Water Total	\$806,303.37	\$538,564.24	\$267,739.13	
Sewer Total	\$996,875.88	\$1,040,319.73	(\$43,443.85)	Large payment in December. Will recoup more funds in remainder of fiscal year.
Total	<u>\$10,460,476.46</u>	<u>\$8,452,918.08</u>	<u>\$2,007,558.38</u>	

This is to inform you I am tendering my resignation as IT Director effective on Friday, April 19, 2019. I appreciate the opportunities the City of Polk City has provided me as my career advances.

Signed

A handwritten signature in black ink, appearing to read 'Mark R. Paeper', with a long horizontal flourish extending to the right.

Mark R. Paeper

Applicant License Application (LE0002352)

Name of Applicant: <u>Fareway Stores, Inc.</u>		
Name of Business (DBA): <u>Fareway Stores, Inc. #137</u>		
Address of Premises: <u>1101 South 5th Street</u>		
City <u>Polk City</u>	County: <u>Polk</u>	Zip: <u>50226</u>
Business	<u>(515) 984-9505</u>	
Mailing <u>2300 Industrial Park Road</u>		
City <u>Boone</u>	State <u>IA</u>	Zip: <u>50036</u>

Contact Person

Name <u>Tracey Wilson</u>	
Phone: <u>(515) 433-5336</u>	Email <u>twilson@farewaystores.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 06/17/2018

Expiration Date: 06/16/2019

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Fred E. Vitt Control Trust

First Name: Fred E. **Last Name:** Vitt Control Trust
City: Boone **State:** Iowa **Zip:** 50036
Position: Trust
% of Ownership: 10.87% **U.S. Citizen:** Yes

Garrett S Piklapp

First Name: Garrett S **Last Name:** Piklapp
City: Huxley **State:** Iowa **Zip:** 50124
Position: Secetary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Fareway Control Trust

First Name: Fareway **Last Name:** Control Trust
City: Boone **State:** Iowa **Zip:** 50036

Position: Trust

% of Ownership: 55.88%

U.S. Citizen: **Yes**

Various Individuals & Trust each holding less than 5%.

First Name: Various Individuals & Trust **Last Name:** each holding less than 5%

City: Unknown

State: Iowa

Zip: 55555

Position: Stockholders

% of Ownership: 33.25%

U.S. Citizen: **Yes**

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>06/17/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

RESOLUTION NO. 2019-30

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, FIXING DATES FOR PUBLIC HEARING AND TAKING OF BIDS FOR THE EAST GRIMES STREET AND DEER HAVEN STREET INTERSECTION REPAIRS PROJECT

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the East Grimes and Deer Haven Street Intersection Repairs Project which consists of pavement removal, subgrade preparation, 6" depth continuously reinforced PCC pavement, sidewalk ramp replacement, surface restoration and associated work; and

WHEREAS, the City Council has caused to be prepared plans, specifications and form of contract, together with an opinion of probable construction cost, which are now on file in the office of the Clerk for public inspection, for the construction of said public improvements, and said plans, specifications and form of contract are deemed suitable for the making of said public improvements; and

WHEREAS, before said plans, specifications, form of contract and estimate of costs may be adopted, and contract for the construction of the public improvements is entered into, it is necessary to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the East Grimes and Deer Haven Street Intersection Repairs Project in the manner set forth in the plans and specifications and form of contract, above referred to, the costs thereof to be paid in accordance with the provisions as set forth in the published Notice of Hearing and Letting.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of said specifications.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish Notice to Bidders once at least four (4) days but no more than twenty (20) days before May 28, 2019, which is hereby fixed as the date of public hearing in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in the City. Further, the Notice to Bidders shall be published in the Master Builders of Iowa Construction Update Network and on the City of Polk City website not less than thirteen (13) nor more than forty-five (45) clear days prior to

May 16, 2019, which is hereby fixed as the date for receiving bids. Said bids are to be filed prior to 10:00 a.m., at City Hall on said date.

BE IT FURTHER RESOLVED, that bids shall be received and opened at a public meeting as provided in the Public Notice and results of said bids shall be considered at the meeting of this Council on May 28, 2019, at 6:00 o'clock p.m.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish Notice of Hearing once in said newspaper, said publication being not less than four (4) clear days nor more than twenty (20) days prior to the date hereinafter fixed as the date of the public hearing on the plans, specifications, form of contract and estimate of costs for said project, said hearing being at 6:00 o'clock p.m. on May 28, 2019.

PASSED AND APPROVED this 22nd day of April 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

CONSTRUCTION PLANS FOR CITY OF POLK CITY

POLK COUNTY, IOWA

EAST GRIMES STREET AND DEER HAVEN STREET INTERSECTION REPAIRS

COMPLETE WORK IN ACCORDANCE WITH THE MOST RECENT VERSIONS OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (WHEN REFERENCED)



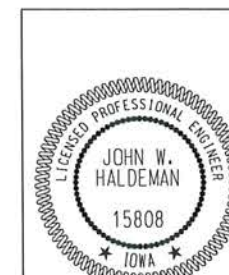
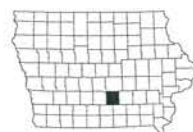
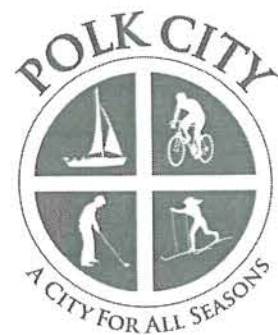
VICINITY MAP



NOT TO SCALE

INDEX OF SHEETS

- A.1 TITLE SHEET
- A.2 LEGEND, GENERAL NOTES AND UTILITY CONTACTS
- B.1-B.2 TYPICAL SECTIONS AND DETAILS
- C.1 QUANTITIES AND ESTIMATE REFERENCE NOTES
- D.1 PLAN AND PROFILE
- G.1 SURVEY CONTROL
- J.1-J.3 TRAFFIC CONTROL AND STAGING PLAN
- L.1-L.2 GEOMETRIC, STAKING AND JOINTING DETAILS
- S.1 SIDEWALK DETAILS



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

John W. Haldean 4/19/19
John W. Haldean, P.E. Date

License Number 15808
My License Renewal Date is December 31, 2020

Pages or sheets covered by this seal:
ALL SHEETS

EAST GRIMES STREET & DEER HAVEN STREET

TITLE SHEET

POLK CITY, IOWA

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.



Project No: 1181106

Sheet A.1

MARK	REVISION	DATE	BY
	JMS Checked By: JWH	Scale: NO SCALE	
	KSB Date: 01/04/19	Field Bk:	
	Technician: KSB	Project No: 1181106	Sheet A.1

GENERAL NOTES:

1. COMPLETE ALL CONSTRUCTION IN ACCORDANCE WITH CURRENT IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), THESE PROJECT PLANS, AND CONTRACT DOCUMENTS, INCLUDING THE IOWA DOT STANDARD SPECIFICATIONS WHEN REFERENCED.
2. NOTIFY THE OWNER AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
3. THE OWNER WILL PROVIDE CONSTRUCTION STAKING FOR THE PROJECT. ANY STAKING THAT IS DESTROYED DUE TO THE CONSTRUCTION THAT MUST BE REPLACED WILL BE AT THE CONTRACTOR'S EXPENSE. CONSTRUCTION STAKING CONSIST OF ONE SET OF STAKES FOR EACH CONSTRUCTION OPERATION INCLUDING GRADING, STORM SEWR AND PAVING. ELECTRONIC FILES MAY ALSO BE PROVIDED AT THE REQUEST OF THE CONTRACTOR. ELECTRONIC FILES PROVIDED WILL BE IN MICROSTATION V8I OR LAND XML FORMAT.
4. CONSTRUCTION STAGING/LAY DOWN AREA SHALL BE WITHIN THE PROJECT LIMITS. RESTORATION OF ANY STAGING AREA OUTSIDE PROJECT LIMITS SHOWN ON THE PLANS IS CONSIDERED INCIDENTAL. DO NOT STORE EQUIPMENT AND/OR MATERIALS ON PAVEMENT OR WITHIN PUBLIC RIGHT OF WAY ON STREETS OPEN TO TRAFFIC.
5. PROVIDE EROSION CONTROL MEASURES NECESSARY TO PROTECT AGAINST SILTATION, EROSION AND DUST POLLUTION. COMPLY WITH THE SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE AND ALL LOCAL ORDINANCES.
6. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETED.
7. NOTIFY UTILITY COMPANIES PRIOR TO COMMENCING WORK. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. REPAIR ANY DAMAGE CAUSED BY THE CONTRACTOR'S CARELESSNESS AT THE CONTRACTOR'S EXPENSE.
8. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
9. THE CONTRACTOR SHALL PROVIDE WASTE AREAS OR DISPOSAL SITES FOR WASTE MATERIAL REMOVED FROM THE PROJECT WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK. NO EXTRA PAYMENTS WILL BE MADE FOR MATERIAL HAULED TO THESE SITES. DISPOSE OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. DO NOT PLACE WASTE MATERIAL WITHIN THE RIGHT OF WAY. KEEP CONSTRUCTION DEBRIS AND DIRT OFF OF ADJACENT PROPERTIES AND STREETS.
10. DO NOT RESTRICT DRAINAGE CHANNELS AND PROTECT ALL EXISTING DRAINAGE STRUCTURES UNLESS OTHERWISE NOTED. CONTRACTOR IS FULLY LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR THE HANDLING OF STORM WATER FLOW DURING CONSTRUCTION.
11. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND TREES OUTSIDE OF THE CONSTRUCTION LIMITS.
12. THE TOP SIX INCHES OF ALL DISTURBED AREAS SHALL BE FREE OF ROCK AND DEBRIS AND SHALL BE SUITABLE FOR THE ESTABLISHMENT OF VEGETATION, SUBJECT TO THE APPROVAL OF THE OWNER.
13. AVOID DAMAGE TO PRIVATE PROPERTY AND ALL EXISTING PAVEMENT NOT CALLED OUT FOR REMOVAL DURING CONSTRUCTION. REPAIR ANY DAMAGE CAUSED BY THE CONTRACTOR'S CARELESSNESS AT THE CONTRACTOR'S EXPENSE.
14. CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO OCCUR BETWEEN 7:00 A.M. AND 7:00 P.M. MONDAY THROUGH SATURDAY. NO CONSTRUCTION ACTIVITIES ARE ALLOWED ON SUNDAYS WITHOUT APPROVAL OF THE OWNER.
15. CONTRACTOR TO INSTALL TRAFFIC CONTROL SIGNAGE FOR ALL CLOSURES, DETOURS OR ANY WORK AFFECTING EXISTING SIDEWALKS AND ROADWAYS. ALL SIGNAGE SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, AS ADOPTED BY THE IOWA DOT PER 761 OF THE IOWA ADMINISTRATIVE CODE 91AC), CHAPTER 130.
16. PROTECT EXISTING DRIVEWAYS AND STREET SURFACING UNLESS SPECIFICALLY NOTED OTHERWISE. REMOVE AND REPLACE DAMAGED SURFACING WITHOUT ADDITIONAL COMPENSATION. SAW CUT AND REMOVE EXISTING PAVEMENT AS NECESSARY. PROVIDE AND MAINTAIN TEMPORARY GRANULAR SURFACING AS NECESSARY TO MAINTAIN ACCESS ON SITE.
17. THE CONTRACTOR IS EXPECTED TO PROVIDE ADEQUATE PERSONNEL AND EQUIPMENT TO PERFORM WORK WITHIN SPECIFIED TIME OF CONSTRUCTION. ONCE WORK WITHIN A SPECIFIED AREA HAS COMMENCED THE CONTRACTOR SHALL PUT FULL AND CONTINUOUS WORKFORCE TO COMPLETE THE AREA AS SOON AS POSSIBLE TO MINIMIZE INCONVENIENCE TO TRAVELING PUBLIC, AND TO ADJACENT PROPERTY OWNERS.
18. ALL HOLES RESULTING FROM OPERATIONS OF THE CONTRACTOR, INCLUDING REMOVAL OF GUARDRAIL POSTS, FENCE POSTS, UTILITY POLES, OR FOUNDATION STUDIES, SHALL BE FILLED AND CONSOLIDATED TO FINISHED GRADE AS DIRECTED BY THE ENGINEER TO PREVENT FUTURE SETTLEMENT. THE VOIDS SHALL BE FILLED AS SOON AS PRACTICAL - PREFERABLY THE DAY CREATED AND NOT LATER THAN THE FOLLOWING DAY. ANY PORTION OF THE RIGHT-OF-WAY OR PROJECT LIMITS (INCLUDING BORROW AREAS AND OPERATION SITES) DISTURBED BY ANY SUCH OPERATIONS SHALL BE RESTORED TO AN ACCEPTABLE CONDITION. THIS OPERATION SHALL BE CONSIDERED INCIDENTAL.
19. REMOVE THE EXISTING PAVEMENT TO THE NEAREST EXISTING JOINT OR AS DIRECTED BY THE ENGINEER.

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE C1 / ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.



CONTROL POINTS

IOWA STATE PLANE SOUTH COORDINATE SYSTEM
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

- CP1 N=643670.449 E=1582888.505 Z=874.80
CUT "X" BACK OF CURB AT DOUBLE INTAKE, SOUTH SIDE OF E GRIMES ST, EAST OF DEER HAVEN ST.
- CP2 N=643489.896 E=1582698.991 Z=878.33
CUT "X" BACK OF CURB EAST SIDE OF DEER HAVEN ST, IN LINE WITH 1ST LIGHT POLE OF E GRIMES ST.
- CP3 N=643830.920 E=1582561.569 Z=878.37
CUT "X" BACK OF CURB AT DOUBLE INTAKE, SOUTH SIDE OF E GRIMES ST, WEST OF DEER HAVEN ST.

DATE OF SURVEY
JANUARY 03, 2019

SUDAS FIGURE LIST		
THE FOLLOWING SUDAS STANDARD FIGURES SHALL BE CONSIDERED APPLICABLE TO CONSTRUCTION WORK ON THIS PROJECT.		
NUMBER	DATE	TITLE
2010.102	10/21/14	DESIGNATION OF ROADWAY EARTHWORK ITEMS
7010.101	04/16/19	JOINTS
7010.102	10/18/16	PCC CURB DETAILS
7010.901	10/16/12	PCC PAVEMENT JOINTING
7010.904	10/19/10	TYPICAL JOINTING LAYOUT
7030.102	10/20/15	CONCRETE DRIVEWAY, TYPE B
7030.204	10/20/15	GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK
7030.205	10/20/15	GENERAL SIDEWALK AND CURB RAMP DETAILS
7030.207	10/16/12	CURB RAMP FOR CLASS B OR C SIDEWALK
7030.210	10/16/12	DETECTABLE WARNING PLACEMENT
8030.101	10/17/17	TEMPORARY TRAFFIC CONTROL GENERAL INFORMATION
8030.102	10/17/17	WORK OFF PAVEMENT WITH MINOR ENCROACHMENT ONTO TRAVELED WAY
8030.104	10/17/17	LANE CLOSURE ON LOW VOLUME STREET (SELF-REGULATING)
8030.116	10/17/17	STREET OR ROAD CLOSURE
9040.102	10/17/17	FILTER BERM AND FILTER SOCK

LEGEND

Features

- Spot Elevation 93.0
- Contour Elevation 93.0
- Fence (Barbed, Field, Hog) -x-x-
- Fence (Chain Link) -//-
- Fence (Wood) -| | -
- Fence (Silt) -p-
- Tree Line -|
- Tree Stump -|
- Deciduous Tree or Shrub -|
- Coniferous Tree or Shrub -|
- Communication C(x)
- Overhead Communication OC(x)
- Fiber Optic FO(x)
- Underground Electric E(x)
- Overhead Electric OE(x)
- Gas Main with Size -4" G(x)-
- High Pressure Gas Main with Size -4" HPG(x)-
- Water Main with Size -8" W(x)-
- Sanitary Sewer with Size -8" S(x)-
- Duct Bank -DUCT(x)-
- Test Hole Location for SUE w/ID 931

(x) Denotes the survey quality service level for utilities

- Sanitary Manhole 12" ST
- Storm Sewer with Size
- Storm Manhole
- Single Storm Sewer Intake
- Double Storm Sewer Intake
- Field Tile Intake
- Fire Hydrant
- Fire Hydrant on Building
- Water Main Valve
- Water Service Valve
- Well
- Utility Pole
- Guy Anchor
- Utility Pole with Light
- Utility Pole with Transformer
- Street Light
- Yard Light
- Electric Box
- Electric Transformer
- Traffic Sign
- Communication Pedestal
- Communication Manhole
- Communication Handhole
- Fiber Optic Manhole
- Fiber Optic Handhole
- Gas Valve
- Gas Manhole
- Gas Apparatus
- Fence Post or Guard Post
- Underground Storage Tank
- Above Ground Storage Tank
- Sign
- Satellite Dish
- Mailbox
- Sprinkler Head
- Irrigation Control Valve

UTILITY CONTACT INFORMATION

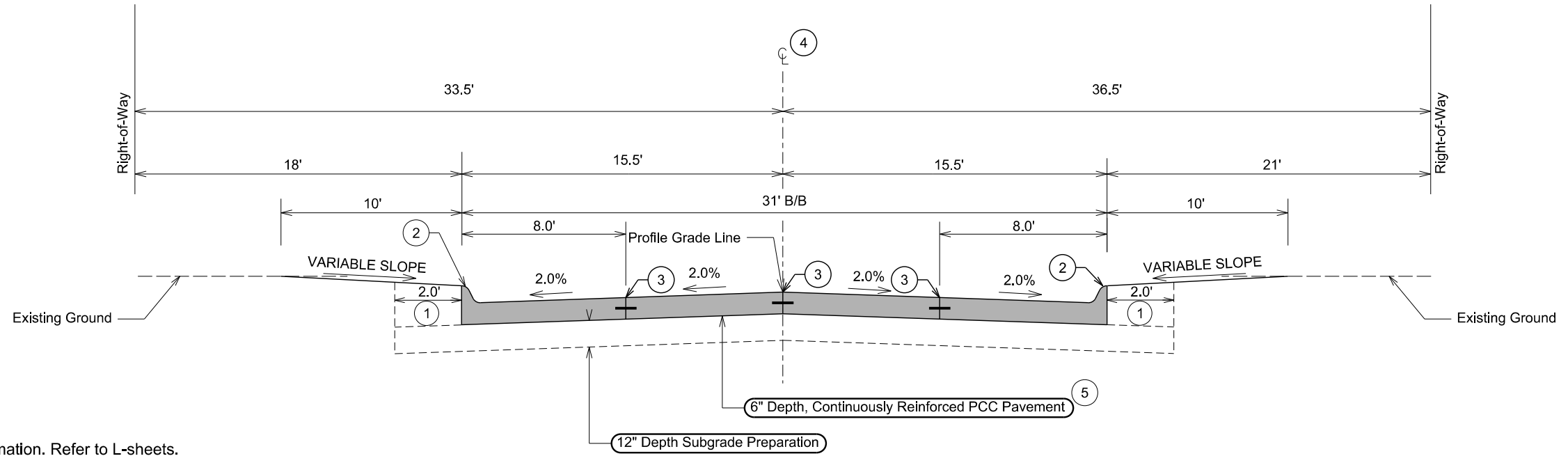
UTILITY CONTACT FOR MAPPING INFORMATION SHOWN AS RECEIVED FROM THE IOWA ONE CALL DESIGN REQUEST SYSTEM, TICKET NUMBER 5517XXXXX.

- W1-WATER CITY OF POLK
S-SANITARY SEWER MIKE SCHULTE
515-208-1271
- E1-ELECTRIC MIDAMERICAN ENERGY
OE-OVERHEAD ELECTRIC TIM DAVIS
G1-GAS 515-252-4224
tdavis@midamerican.com
- C1-COMMUNICATION CENTURYLINK
ROBIN DEPENNING
515-233-5149
robin.depenning@centurylink.com
- CLEAR IOWA COMMUNICATIONS NETWORK
JOEL SCHROEDER
800-289-1901
locate.desk@windstream.com
- CLEAR MEDIACOM COMMUNICATIONS
PAUL MAY
515-246-2252
pmay@mediacomcc.com

MARK	REVISION	DATE	BY
Engineer: JMS	Checked By: JWH	Scale: 1"=	
Technician: KSB	Date: 01/04/19	Field Bk:	Page:
Project No: 1181106	Sheet	A.2	

EAST GRIMES STREET & DEER HAVEN STREET
LEGEND, GENERAL NOTES, AND UTILITY CONTACTS
SNYDER & ASSOCIATES, INC.
 POLK CITY, IOWA
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

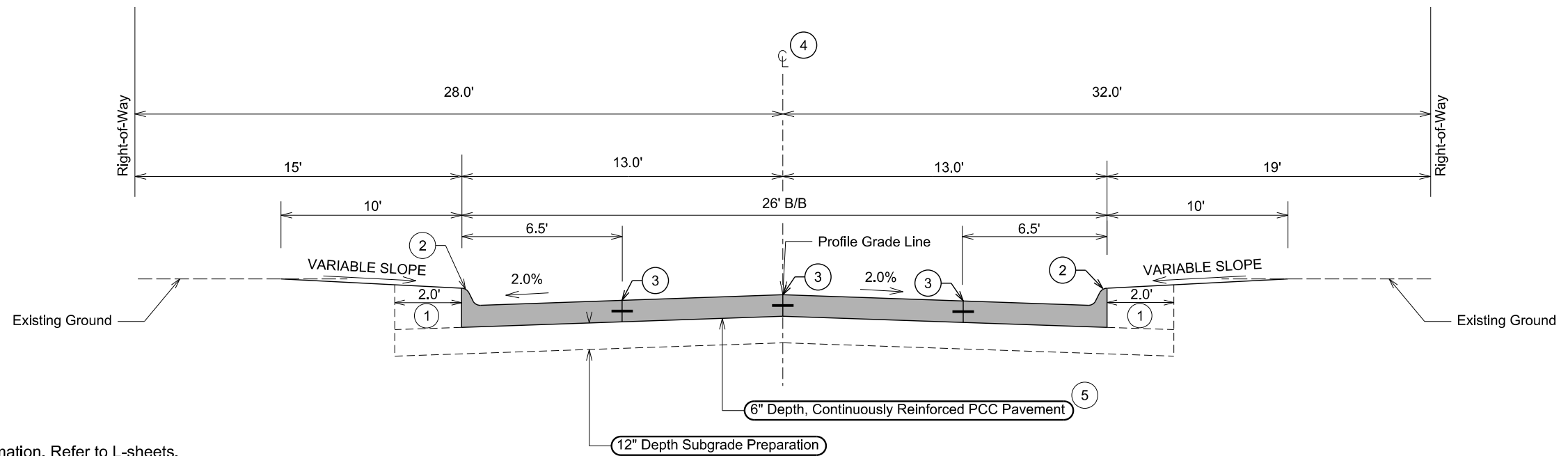
SNYDER & ASSOCIATES
 Project No: 1181106
 Sheet A.2



- Notes:
- ① Excavate and backfill 2.0'.
 - ② 6" Standard curb.
 - ③ L-1 or BT-1 Joint.
 - ④ Refer to G-sheets for alignment information. Refer to L-sheets for roadway geometric's and jointing details.
 - ⑤ Refer to Continuously Reinforced Jointed PCC Pavement (31' B/B) detail on Sheet B.2.

Normal sections shown may be appropriately modified for areas specifically designated by the Engineer such as intersections or superelevated curves.

TYPICAL SECTION - DEER HAVEN
Not to Scale



- Notes:
- ① Excavate and backfill 2.0'.
 - ② 6" Standard curb.
 - ③ L-1 or BT-1 Joint.
 - ④ Refer to G-sheets for alignment information. Refer to L-sheets for roadway geometric's and jointing details.
 - ⑤ Refer to Continuously Reinforced Jointed PCC Pavement (25' B/B) detail on Sheet B.2.

Normal sections shown may be appropriately modified for areas specifically designated by the Engineer such as intersections or superelevated curves.

TYPICAL SECTION - GRIMES STREET
Not to Scale

MARK	REVISION	DATE	BY
Engineer: JMS	Checked By: JWH	Scale: 1" = 3'	Pg:
Technician: KSB	Date: 01/04/19	Field Bk:	Sheet B.1
Project No: 1181106			

EAST GRIMES STREET & DEER HAVEN STREET
POLK CITY, IOWA

TYPICAL SECTIONS AND DETAILS

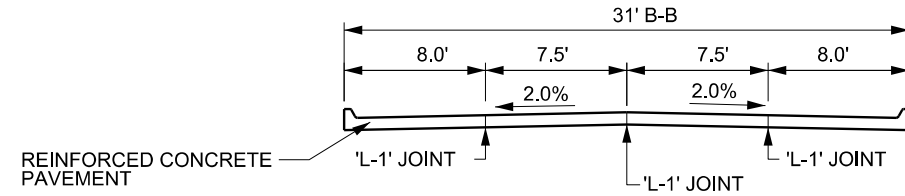
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

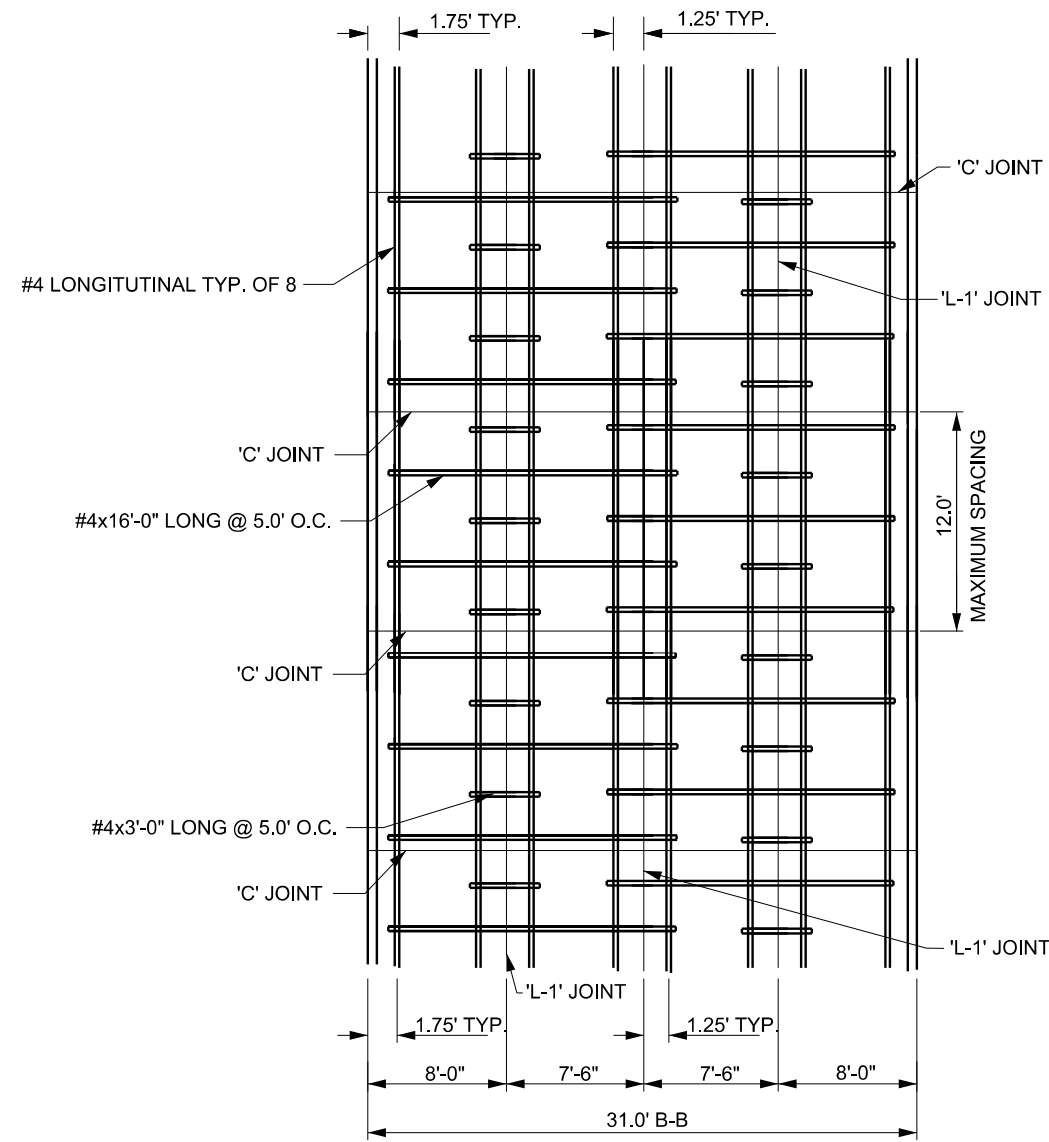
Project No: 1181106
Sheet B.1

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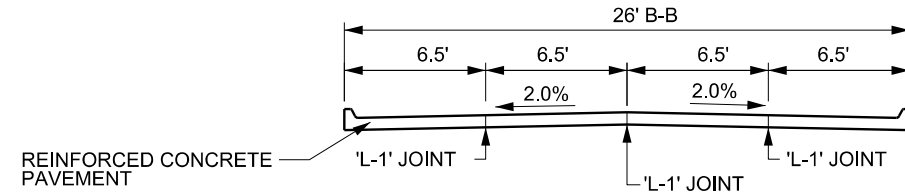


SECTION

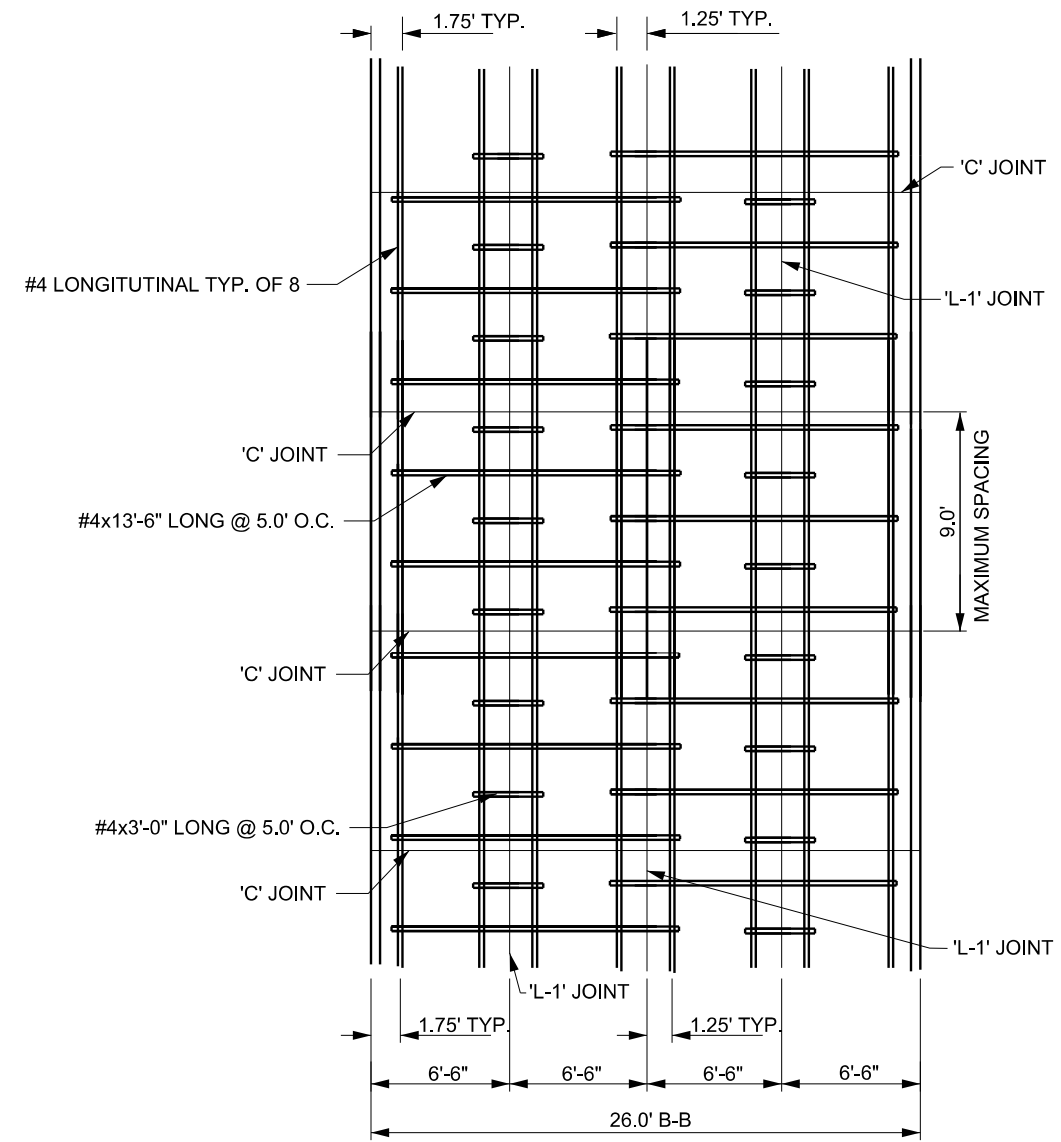


PLAN

CONTINUOUSLY REINFORCED JOINTED
PCC PAVEMENT (31' B/B)
Not to Scale



SECTION



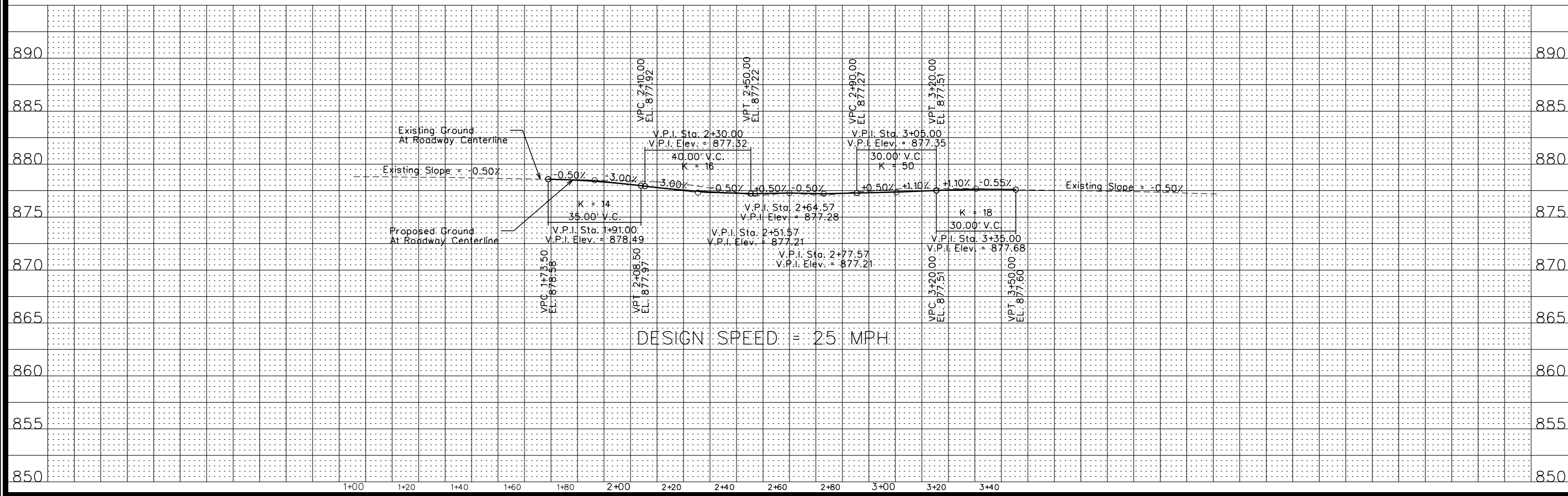
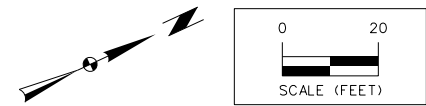
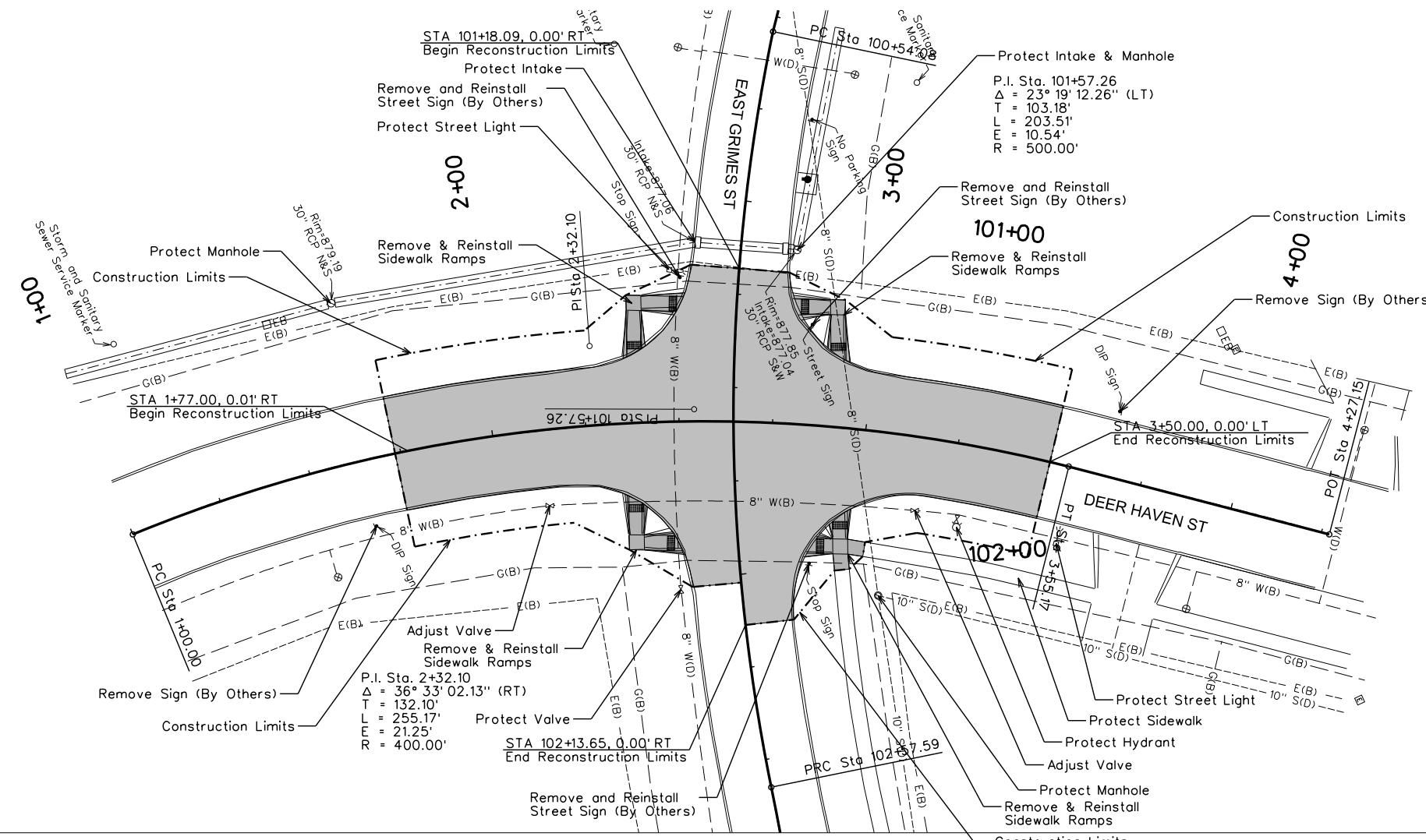
PLAN

CONTINUOUSLY REINFORCED JOINTED
PCC PAVEMENT (26' B/B)
Not to Scale

MARK	REVISION	DATE	BY
Engineer: JMS	Checked By: JWH	Scale: 1"=NTS	
Technician: KSB	Date: 01/04/19	Field Bk:	Page:
Project No: 1181106		Sheet	B.2

EAST GRIMES STREET & DEER HAVEN STREET
TYPICAL SECTIONS AND DETAILS
SNYDER & ASSOCIATES, INC.
 POLK CITY, IOWA
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

Project No: 1181106
Sheet B.2



MARK	REVISION	DATE	BY
Engineer: JMS	Checked By: JWH	Scale: 1" = 20'	Field Bk:
Technician: KSB	Date: 01/04/19	Project No: 1181106	Sheet: D.1

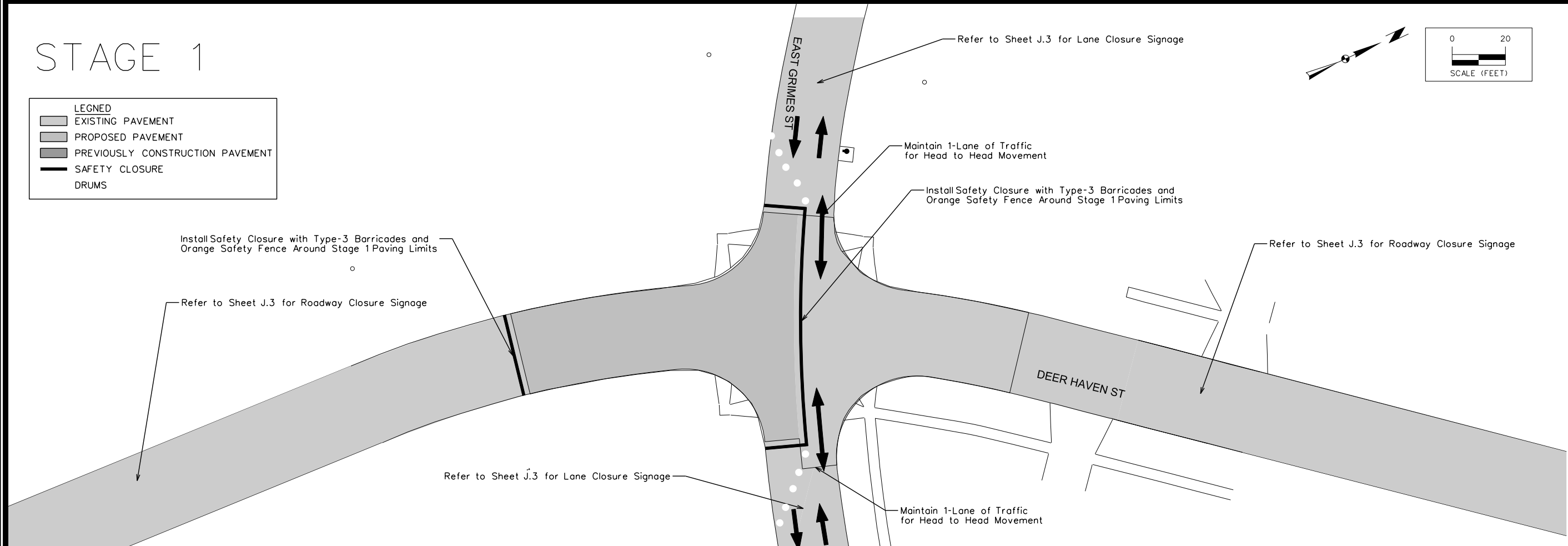
EAST GRIMES STREET & DEER HAVEN STREET
 POLK CITY, IOWA
PLAN AND PROFILE INFORMATION
SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES
 Project No: 1181106
 Sheet D.1

STAGE 1

LEGEND

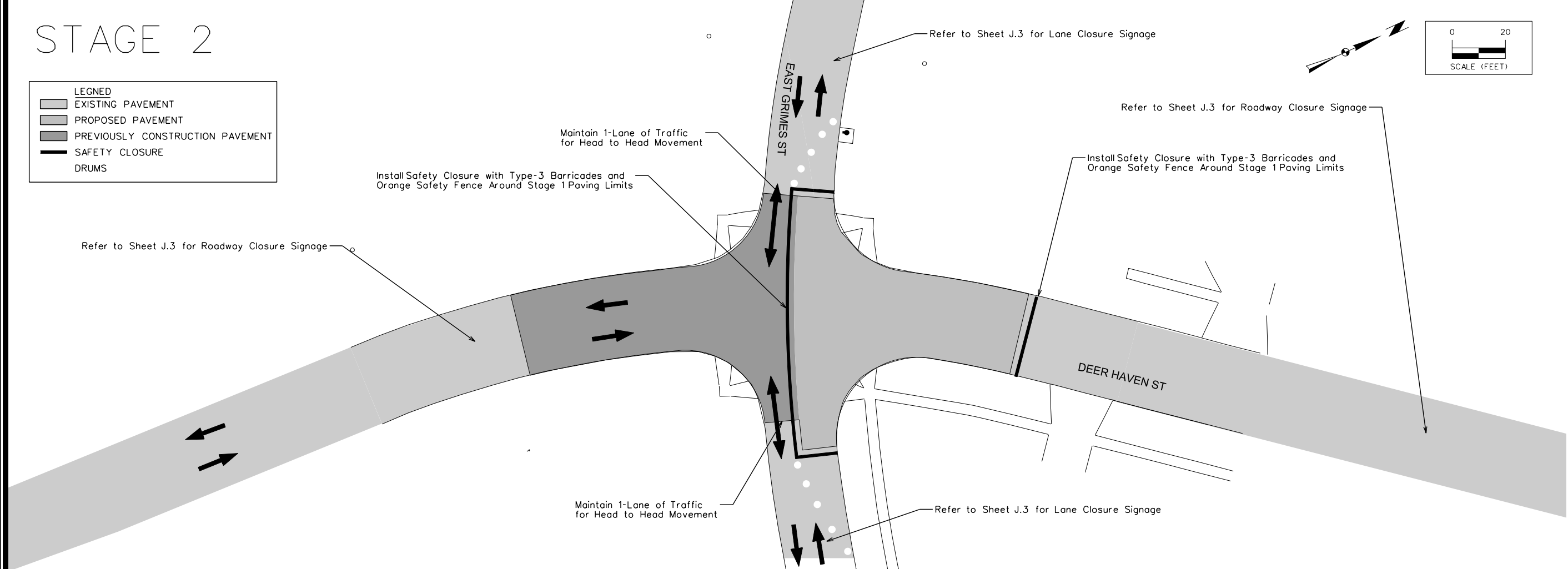
- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- PREVIOUSLY CONSTRUCTION PAVEMENT
- SAFETY CLOSURE
- DRUMS



STAGE 2

LEGEND

- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- PREVIOUSLY CONSTRUCTION PAVEMENT
- SAFETY CLOSURE
- DRUMS



MARK	REVISION	DATE	BY
Engineer: JMS	Checked By: JWH	Scale: 1"=20'	Field Bk: Pg:
Technician: KSB	Date: 01/04/19	Project No: 1181106	Sheet J.2

EAST GRIMES STREET & DEER HAVEN STREET

STAGING AND TRAFFIC CONTROL

SNYDER & ASSOCIATES, INC.

POLK CITY, IOWA

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

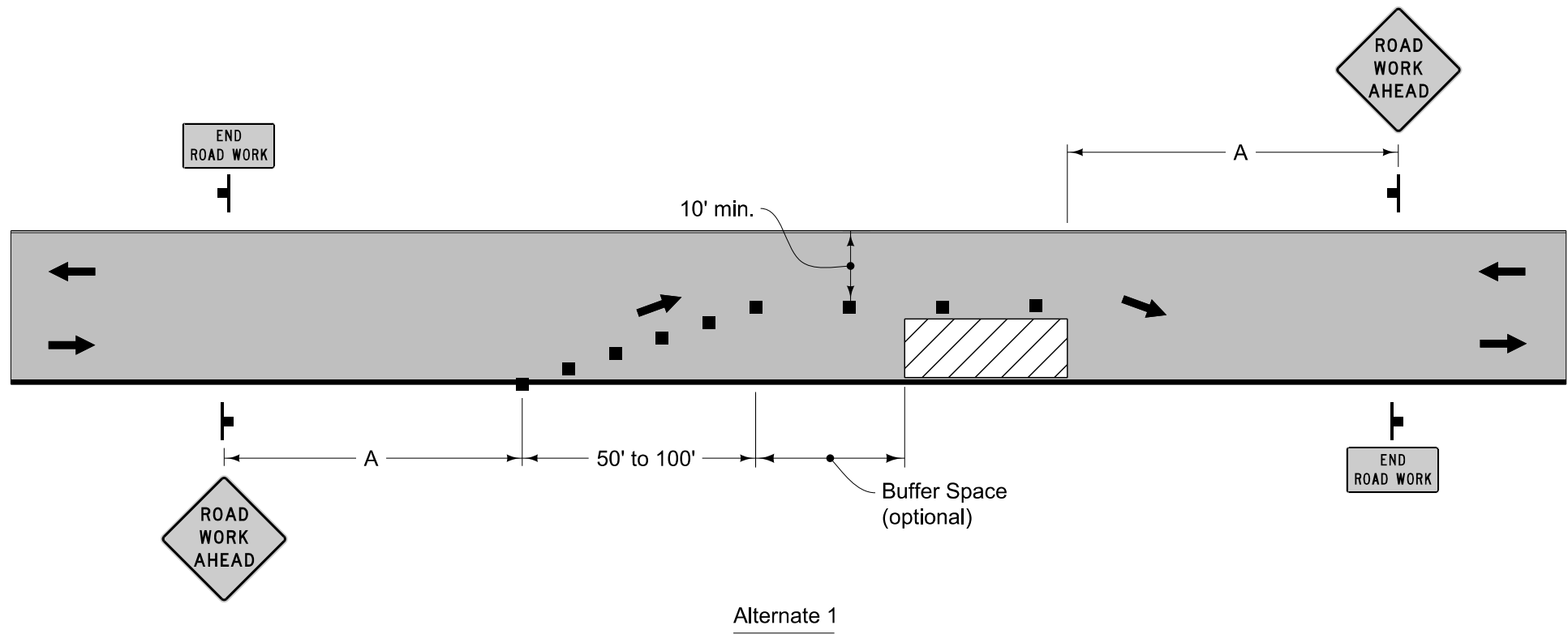
SNYDER & ASSOCIATES

Project No: 1181106

Sheet J.2

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Alternate 1

Refer to Figure 8030.101 for symbol key and sign spacing.

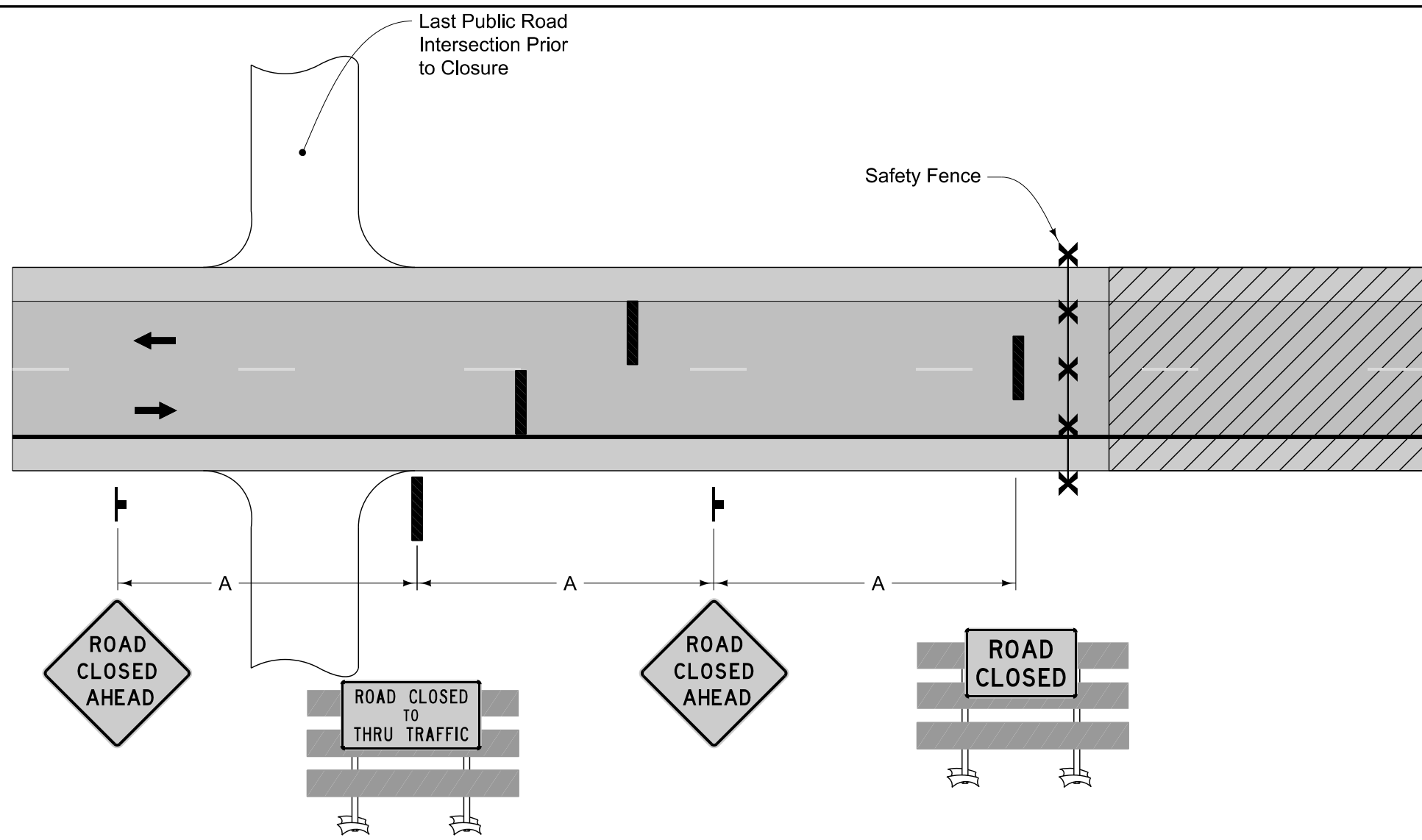
Alternate 1

Use of Alternate 1 is restricted to low-speed roadways with good sight distance (paved or unpaved) during daylight hours.

Traffic may be self-regulating when the work space is short and drivers can see the roadway beyond.

Use one or two flaggers when motor vehicle traffic cannot effectively self-regulate.

LANE CLOSURE ON LOW VOLUME STREET (SELF-REGULATING)



When distance "A" is less than 500 feet, place the barricade with the ROAD CLOSED TO THRU TRAFFIC sign in the middle of the traffic lane approaching the work area. The barricade may be omitted if the distance to the work area is less than 250 feet.

Maintain safety fence closures to prevent unauthorized vehicles from passing through.

Place staggered Type III barricades in the roadway after the last public road intersection prior to the closure.


If local traffic is allowed to pass a Type III barricade, retroreflective sheeting is required on both sides of the barricade.

Refer to Figure 8030.101 for symbol key and sign spacing.

STREET OR ROAD CLOSURE

MARK	REVISION	DATE	BY
Engineer: JMS	Checked By: JWH	Scale: 1"=	Field Bk:
Technician: KSB	Date: 01/04/19	Field Bk:	Project No: 1181106
			Sheet J.3

EAST GRIMES STREET & DEER HAVEN STREET
STAGING AND TRAFFIC CONTROL
SNYDER & ASSOCIATES, INC.
 POLK CITY, IOWA
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

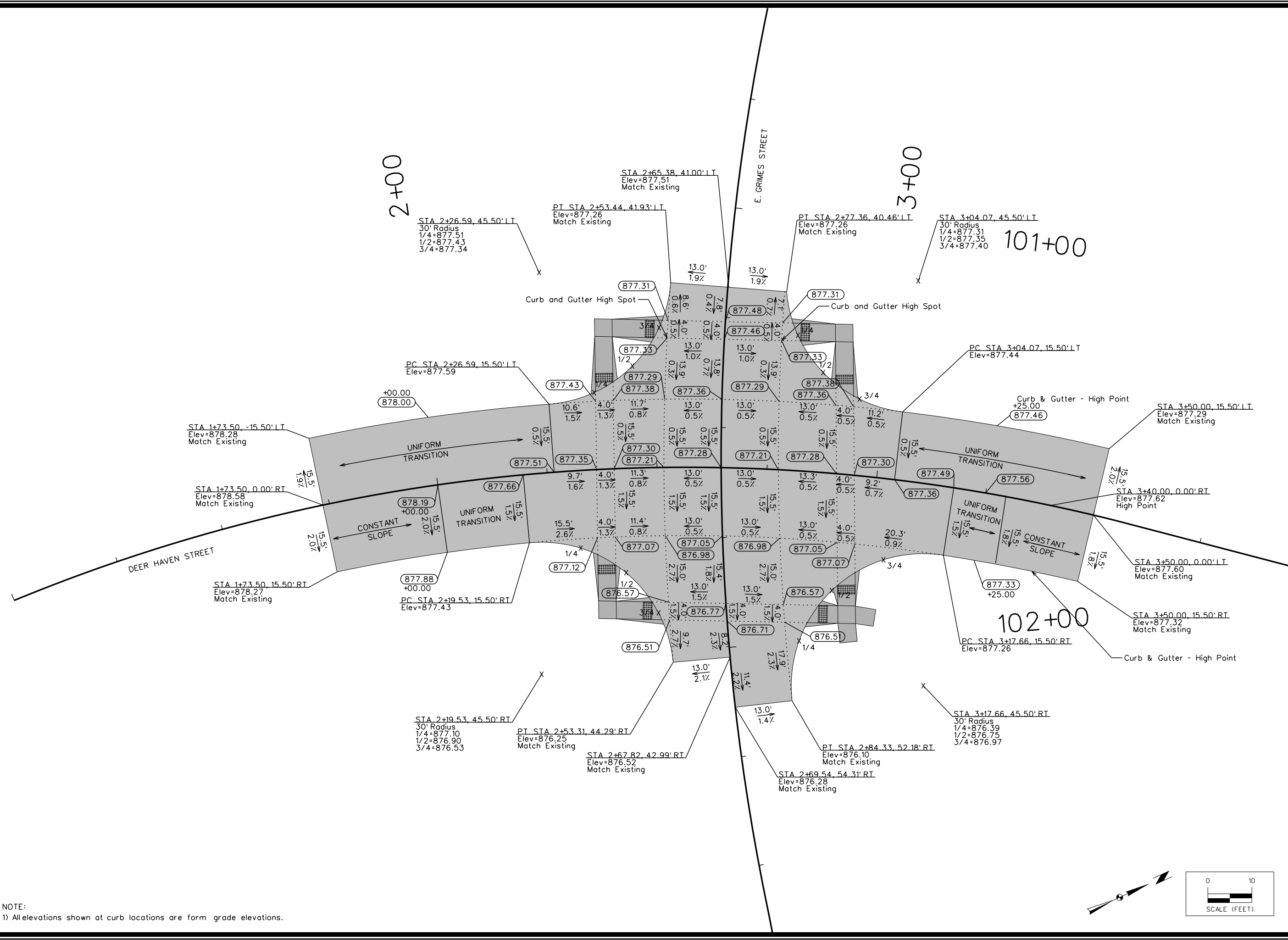

SNYDER & ASSOCIATES
 Project No: 1181106
 Sheet J.3

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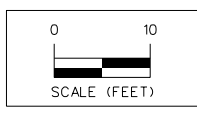
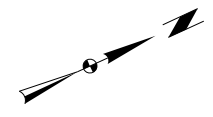
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NOTE:
1) All elevations shown at curb locations are form grade elevations.



MARK	REVISION	DATE	BY
JMS	Checked By	JWH	Scale: 1" = 10'
KSB	Date:	01/04/19	Field Bk:
	Project No:	1181106	Sheet L.1

EAST GRIMES STREET & DEER HAVEN STREET
GEOMETRICS AND JOINTING
SNYDER & ASSOCIATES, INC.
POLK CITY, IOWA
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 1181106
Sheet L.1

NOTICE OF HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE **EAST GRIMES STREET AND DEER HAVEN STREET INTERSECTION REPAIRS PROJECT FOR THE CITY OF POLK CITY, IOWA.**

Public Notice is hereby given that at **6:00 P.M.** on the **28th** day of **May, 2019**, the **City Council of the City of Polk City, Iowa** will, in the City Council Chambers, hold a hearing whereat said **Council** will resolve to adopt plans, specifications, form of contract and estimate of cost for the construction of the **EAST GRIMES STREET AND DEER HAVEN STREET INTERSECTION REPAIRS PROJECT** and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into contract for the construction of said improvements.

General Nature of the Public Improvement

The Project is located at the intersection of East Grimes Street and Deer Haven Street in Polk City, Iowa. The Project consists of approximately 900 SY of Pavement Removal, 950 CY of Subgrade Preparation, 900 SY of 6" Depth Continuously Reinforced PCC Pavement, sidewalk ramp replacement, surface restoration, and associated work.

At said hearing, the **City Council** will consider the proposed plans, specifications, form of contract and estimate of cost for said project, the same now being on file in the **Office of the City Clerk of the City of Polk City, Iowa at City Hall**, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any comments/objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

This Notice is given by authority of the **City Council of the City of Polk City, Iowa**

Jenny Gibbons
City Clerk
City of Polk City

Published in the **Des Moines Business Record** on _____ day of **May, 2019**.

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**
JURISDICTION OF CITY OF POLK CITY PUBLIC IMPROVEMENT PROJECT

Notice is hereby given that a public hearing will be held by the **CITY OF POLK CITY** on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at **6:00 P.M. on May 28, 2019**, in said **Polk City City Hall at 112 3rd Street, Polk City, IA** for the **EAST GRIMES STREET AND DEER HAVEN STREET INTERSECTION REPAIRS PROJECT**.

Sealed bids for the work comprising each improvement as stated below must be filed before **10:00 A.M.** according to the clock in the Council Chambers on **May 16, 2019**, in the office of the **City Clerk of Polk City, Iowa**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at **10:00 A.M. on May 16, 2019**, in the **Polk City Council Chambers** for consideration by the **City of Polk City** at its meeting on **May 28, 2019**.

Work on the improvement shall be commenced any time after a written Notice to Proceed issued, **no earlier than June 10, 2019, and no later than September 3, 2019**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is anticipated to occur in June 2019.

Contractor shall fully complete the project in **25 working days**. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$800 per calendar day will be assessed for work not completed within the designated contract term.

The contract documents may be examined at the **Polk City Office of City Clerk at City Hall**. Hard copies of the project documents may be obtained from Snyder & Associates, Inc. 2727 SW Snyder Blvd, Ankeny, Iowa 50023 at no cost. Electronic contract documents are available at no cost by clicking on the "Bids" link at www.snyder-associates.com and choosing the **EAST GRIMES STREET AND DEER HAVEN STREET INTERSECTION REPAIRS PROJECT** on the left. Project information, engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

EAST GRIMES STREET AND DEER HAVEN STREET INTERSECTION REPAIRS PROJECT

The Project is located at the intersection of East Grimes Street and Deer Haven Street in Polk City, Iowa. The Project consists of approximately 900 SY of Pavement Removal, 950 CY of Subgrade Preparation, 900 SY of 6" Depth Continuously Reinforced PCC Pavement, sidewalk ramp replacement, surface restoration, and associated work.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The **CITY OF POLK CITY** reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by **CITY OF POLK CITY** and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless **CITY OF POLK CITY** from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

The **CITY OF POLK CITY**, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contractor must file appropriate claim waivers and sales use tax forms before final payment will be released.

The **CITY OF POLK CITY** does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

This Notice is given by authority of the **City Council of the City of Polk City, Iowa.**

Dated at Polk City, Iowa this _____ day of May, 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

Posted to Master Builders Plan Room on the _____ day of _____, 2019.

Posted to the City of Polk City website on the _____ day of _____, 2019.

Published

RESOLUTION NO. 2019-27

RESOLUTION APPOINTING POLK CITY'S REPRESENTATIVES ON THE DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY BOARD (WRA)

WHEREAS, the City of Polk City is a member of the Des Moines Metropolitan Wastewater Reclamation Authority Board (WRA); and,

WHEREAS, the retirement of City Administrator, Gary Mahannah, created a vacancy for the City's appointed primary representative; and,

WHEREAS, Don Sandor has been hired as Interim City Administrator for Polk City.

NOW, THEREFORE BE IT RESOLVED, that the City Council of Polk City, Iowa appoints Don Sandor, Interim City Administrator of Polk City, Iowa, as Primary Representative for a term beginning on the 22nd of April 2019 and continuing until the 31st day of December 2019.

PASSED AND APPROVED this 22nd day of April 2019.

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2019-28

RESOLUTION APPOINTING POLK CITY'S REPRESENTATIVES TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION (MPO)

WHEREAS, the City of Polk City is a member of the Des Moines Area Metropolitan Planning Organization (MPO), as organized under Iowa Code Chapter 28E; and,

WHEREAS, the City's present primary representative for MPO Transportation Technical Committee (TTC) has retired from the City of Polk City; and,

WHEREAS, Don Sandor has been hired as Interim City Administrator for Polk City.

NOW THEREFORE BE IT RESOLVED that the City Council of Polk City, Iowa appoints Don Sandor, Interim City Administrator of Polk City, Iowa as a primary representative for the MPO TTC beginning on the 22nd day of April 2019 and continuing until the 31st day of December 2019.

PASSED AND APPROVED this 22nd day of April 2019.

Jason Morse, Mayor

Attest:

Jenny Gibbons, City Clerk



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

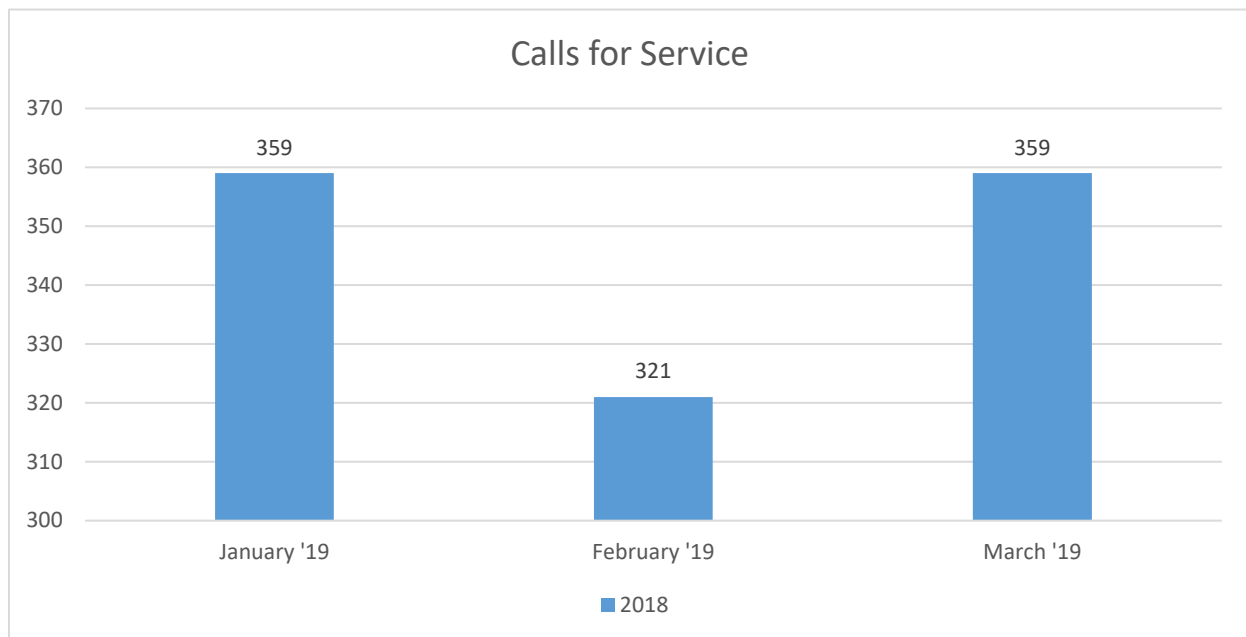
From: Lieutenant Jeremy Siepker

Date: April 8th, 2019

Re: March 2019 Monthly Report

Calls for Service

The total calls for service for the month of March were **359**. 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 **128** traffic stops.





Polk City Police Department

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

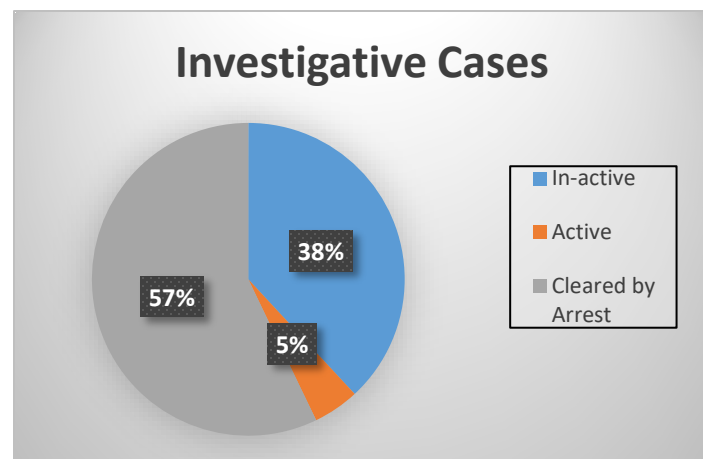
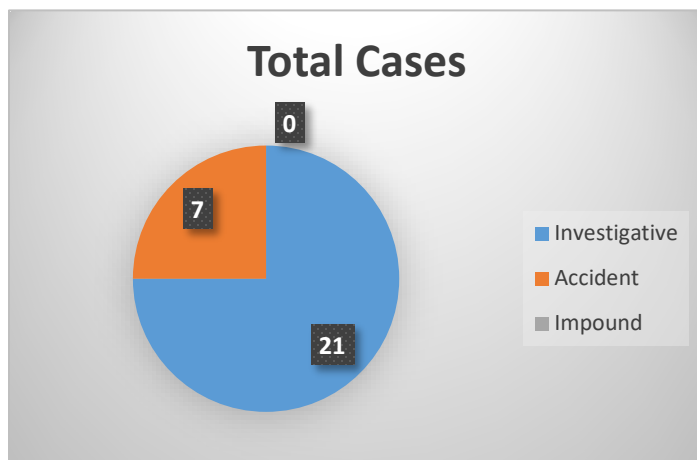
Polk City, Iowa 50226

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

Service Integrity Respect Quality

Cases Made

28 total cases were completed during the month of March. Of those cases made 21 were investigative Incident Reports. There is 1 active investigation. There is a 57% clearance rate by arrest for March incident report cases. Polk City had 7 reported traffic accidents.





Polk City Police Department

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

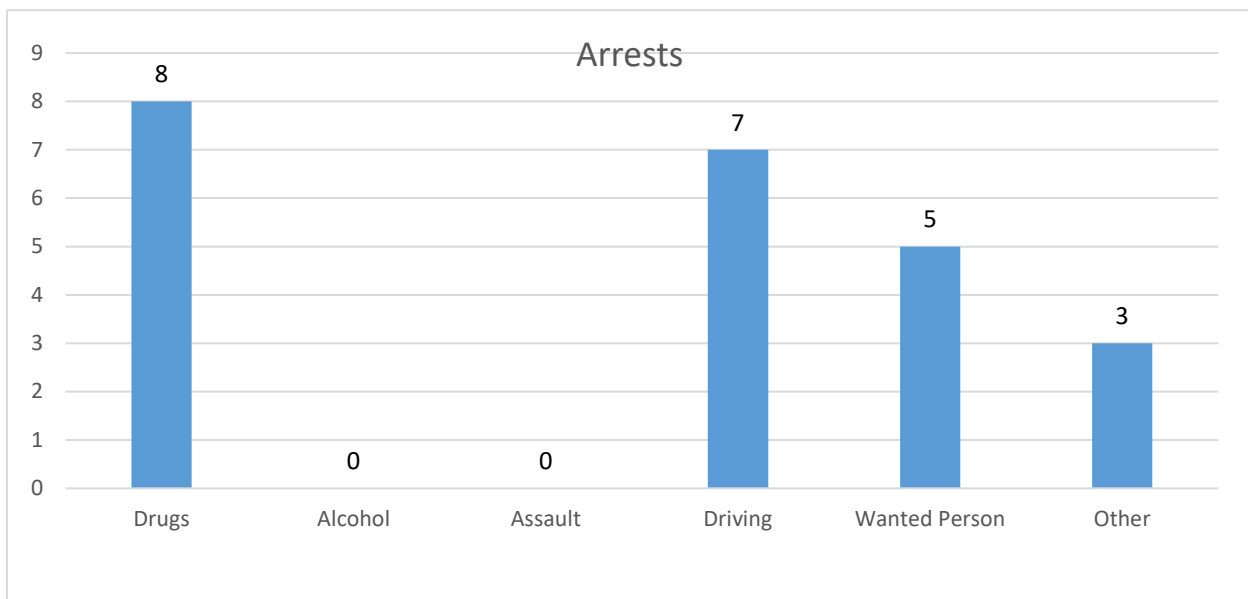
Polk City, Iowa 50226

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

Service Integrity Respect Quality

Arrests Made

The Police Department made 23 arrests and issued 156 citations and warnings. Among those arrests there were 7 driving related offenses, 8 drug related offense and 5 warrants.



Notable Incidents

On March 16th, a Polk City Officer made a traffic stop on a truck near the intersection of NW Big Creek Dr and N Broadway. As the Officer began talking with the occupant's he detected a strong odor of marijuana in the truck. The occupants admitted to smoking marijuana and having marijuana in the truck. Three juveniles were arrested and each were charged with possession of marijuana and drug paraphernalia.



Polk City Police Department

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Polk City, Iowa 50226

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

Service Integrity Respect Quality

In-Service Training

On March 26th officers completed firearms training at the Olofson DNR Shooting range. The training consisted of weapons qualifications, night shooting, and various shooting drills.



Individual Officer Training

On March 1st Officer Wilson completed his 2nd day of Taser Instructor School hosted by Ankeny Police Department. This is Officer Wilson's first law enforcement instructor certification.

Officer Untrauer began Crash Investigation school. This training is an 8 week on-line course offered through Northwestern University.

On March 25th Lieutenant Siepker, Officer Untrauer and Officer Wilson attended the Iowa Narcotics Officers' Association "What you Don't See" trailer training. This trailer is designed to educate parents on how kids may be concealing drug use. Parents are shown how kids conceal drugs, hidden signs meanings behind various symbols that are popular with drug use and clothing brands associated with drug use. This trailer will be at the North Polk Schools on **April 9th and April 29th** during the soccer games for parents to tour and get educated.



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

Training Hours: 60

Lamfers 3

Untrauer 20

Aicher 19

Kendig 0

Siepker 5

Wilson 13

Canine Program

Officer Aicher and Eudoris were deployed 3 times in March. All three deployments were for Narcotics Detection.

On March 21st, K9 Officer Aicher observed a vehicle in the Kum & Go parking lot. While the vehicle was in the lot the Officer learned that the plates did not match the vehicle. The Officer observed the vehicle and occupants pull over to All Seasons Storage. Due to a recent burglary from that area the Officer decided to approach the occupants. During the Officer's encounter he found the female to be in possession of 31grams of meth and she had two active warrants out of Polk County. The Officer seized for forfeiture \$699 in cash. Eudoris was deployed during this incident and assisted with a vehicle sniff and detection on several luggage bags located at the scene. The female was charged with intent to deliver meth, tax stamp violation, 3 counts of interference with official acts and the two warrants. The female was transported to the Polk County Jail for her charges.



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Polk City, Iowa 50226

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

Service Integrity Respect Quality

On March 11th and 12th K9 Officer Aicher and Eudoris competed in the USPCA Narcotics Detection Trials held in Fort Madison. This was the team's first time participating with the USPCA (United States Police Canine Association). Officer Aicher and Eudoris have an additional layer of certification in narcotics detection. Their team also placed 2nd overall during the event!



Community Outreach

On March 14th Lieutenant Siepker and Officer Aicher attended the DMACC Criminal Justice Career Fair held at the DMACC Ankeny campus.



Memo

Date 4/18/2019

To: Mayor, Council and Administrator

From: Mike Schulte

R.E. 19/20 Budgeted Skid Loader and Mower Replacement

In the next budget (19/20) we allocated funds for the purchase of a replacement skid loader and mower. The skid loader is on the replacement list on a 10 year cycle and the mower is on a 5 year cycle.

The skid loader that is up for replacement is our 2008 T140 bobcat. This is a smaller machine with tracks which allows us to get into smaller areas with less damage as well as stay on top of the ground instead of sinking in and causing big ruts. This machine also is used for snow removal on sidewalks and smaller areas that trucks can not get to. We asked for a quote from John Deere for a 317G tracked loader, which is comparable in size to what we have now. John Deere also has great government pricing on their state bid contract. The number are as follows:

317G Track Skid Loader	\$45,430.42
2008 Bobcat Track Skid Loader trade	-\$10,000.00
Total cost	\$35,430.42

This is a great price for both the new machine as well as the trade in machine.

I would recommend to Council to except the quote from John Deere for a 317G track skid loader in the amount of \$35,430.42.

The next piece of equipment on the list is the John Deere Zero Turn Mower. This machine has been in our fleet for 8 years and needs to be replaced. We use this mower for areas such as water and sewer main easements, grass ordinance compliances and other areas that fall outside the mowing contract.

Again, we received good pricing from John Deere on this machine and the trade in, the numbers are as follows;

John Deere Z997R	\$19,549.53
2011 Z997 trade in	- \$7000.00
Total Cost	\$12,549.53

I would recommend to Council to except the quote from John Deere for a Z997R Mower in the amount of \$12,549.53

Thanks for your consideration!

Mike Schulte



April 05, 2019

City of Polk City
 PO Box 426
 112 3rd Street
 Polk City IA 50226

**Quote Number 173397 : Compact Track Loader 317G Sourcewell
 (formerly NJPA) Contract #032515**

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	List Price	Unit Price
06L0T	317G COMPACT TRACK LDR BASE	1	\$52,000.00	\$52,000.00
0800	NO PACKAGE	1	In Base	In Base
0985	EH ISO JS CTRLS W/PERF PACK	1	\$3,067.00	\$3,067.00
1025	SINGLE SPEED SKID STEER	1	In Base	In Base
1301	ENGINE TURBO 4TNV86CHT-MJS	1	\$1,304.00	\$1,304.00
1501	ENGLISH OP MAN & DECALS	1	\$0.01	\$0.01
2550	NARROW ZIG-ZAG M BAR TRK 65"	1	\$200.00	\$200.00
3000	HYD CIR STD	1	In Base	In Base
4001	2" SEAT BELT W/SHOULDERSTRAP	1	\$212.00	\$212.00
5001	POWER QUIK TACH	1	\$724.00	\$724.00
5204	CAB W/ HEAT, DEFROST & AC	1	\$4,473.00	\$4,473.00
6003	AIR RIDE SEAT (VINYL)	1	\$452.00	\$452.00
8050	COLD START PACKAGE	1	\$303.00	\$303.00
8340	RADIO, AM/FM W/AUX INPUT	1	\$540.00	\$540.00
8395	KEYLESS START SEALED SWITCH	1	\$399.00	\$399.00
8400	ATTACH PERFORMANCE PKG	1	\$296.00	\$296.00
8515	DELUXE LIGHTING PKG	1	\$900.00	\$900.00
9036	66" CONSTR BKT W SERRATED ED	1	\$1,456.00	\$1,456.00
Total			\$66,326.01	\$66,326.01
Discount (33%)				\$21,887.58
Net Price				\$44,438.43

Custom Jobs

Code	Description	Qty	Price
PDI	Dealer Provided Pre-Delivery Inspection	1	\$500.00
Total			\$500.00

TradeIns

Make	Model	Year	Description	Qty	Trade-in Unit Price
BOBCAT	T140	2006	S/N: 529312555	1	\$10,000.00
Total TradeIns Price					\$10,000.00

Quote Summary – Compact Track Loader 317G (per unit)

Item Description	Prices
Machine Net Price	\$44,438.43
Custom Jobs	\$500.00
Less Trade-ins	-\$10,000.00
Price per Machine	\$34,938.43

Destination	Freight Charge
Nevada, IA	\$491.99

Total Net Price (Quantity = 1) \$35,430.42

Warranty Terms

317G includes Standard Warranty of 12 months.
Full Machine Extended Warranty for 24 months, 2000 hours.

Remarks:

Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.

Mark R. Deakyne Manager, Discounts and Division 3 Government Accounts Office:(309) 765-0294 Cell: (309) 831-6410 DeakyneMarkR@JohnDeere.com *** Purchase Orders Must Be Made Out To: John Deere Construction Retail Sales 1515 Fifth Avenue Moline, IL 61265 *** Terms: Net 30 Days *** No Operating Leases ***



Selling Equipment

*Zero turn
trade*

Quote Id: 19323960 Customer Name: CITY OF POLK CITY

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Van-Wall Equipment, Inc.
502 Highway 117 N
Colfax, IA 50054
515-674-3565
mailbot.jd@vanwall.com

JOHN DEERE Z997R DIESEL W 72 In. 7 IRON PRO SIDE DISCHARGE DECK

Contract: IA Construction, Ag, Ground Maint MA17288B (PG
0N CG 22)

Suggested List *
\$ 25,389.00

Price Effective Date: April 8, 2019

Selling Price *
\$ 19,549.53

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
091ETC	Z997R DIESEL W 72 In. 7 IRON PRO SIDE DISCHARGE DECK	1	\$ 25,389.00	23.00	\$ 5,839.47	\$ 19,549.53	\$ 19,549.53
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1150	26x12x12 Pneumatic Turf Tire for 60 In, 60MOD, 72 In, 60 Rear Discharge Decks	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price						\$ 19,549.53	
Total Selling Price			\$ 25,389.00		\$ 5,839.47	\$ 19,549.53	\$ 19,549.53

TRADE 997 7000.00

TRADE DIFF 12,549.53

Polk City Fire Department - 2019 Call Response Statistics

March

Call Numbers by Call Type		
Fire Alarm	1	1.9%
Fire Assignment	12	22.6%
Investigation Assignment	0	0.0%
Medical Assignment	20	37.7%
Rescue Assignment	1	1.9%
COQ - Fire	1	1.9%
COQ - EMS	18	34.0%
Special Assignment	0	0.0%
Water/Ice Rescue	0	0.0%
Totals	53	

Call Numbers By Day		
Monday	4	7.5%
Tuesday	9	17.0%
Wednesday	8	15.1%
Thursday	9	17.0%
Friday	9	17.0%
Saturday	9	17.0%
Sunday	5	9.4%
Totals	53	

Call Numbers By ALS		
M1 - Dan G.	0	0.0%
M2 - Adam V	0	0.0%
M3 - Jobe S.	0	0.0%
M4 - Jeremy R.	0	0.0%
M5 - Jim M.	0	0.0%
M6 - Mark M.	0	0.0%
M7 - Dottie V.	0	0.0%
M8 - John M.	0	0.0%
M9- Craig S.	0	0.0%
M10 - Mike B.	2	5.1%
M11 - Nathan M.	0	0.0%
M12- Rich D.	0	0.0%
M14- Joel S.	0	0.0%
M15 - Ross B.	0	0.0%
Ankeny	0	0.0%
Totals	2	5.1%

Call Numbers By Time Frame		
05:00-07:00	3	5.7%
07:00-09:00	4	7.5%
09:00-11:00	5	9.4%
11:00-13:00	4	7.5%
13:00-15:00	5	9.4%
15:00-17:00	11	20.8%
17:00-19:00	5	9.4%
19:00-21:00	5	9.4%
21:00-23:00	5	9.4%
23:00-01:00	3	5.7%
01:00-03:00	0	0.0%
03:00-05:00	3	5.7%
Totals	53	

New Recruits		
Active New Recruits	7	18.4%

Call Numbers By Shift		
Mon-Fri Day (0600-1800)	28	52.8%
Mon-Fri Evening (1800-2200)	5	9.4%
Mon-Fri Night (2200-0600)	5	9.4%
Sat/Sun Day (0600-1800)	8	15.1%
Sat/Sun Evening (1800-2200)	2	3.8%
Sat/Sun Night (2200-0600)	5	9.4%

Active Members		
Active Members	37	

Call Numbers By Mutual Aid		
Ankeny Fire Department	24	
Granger Fire Department	0	
Grimes Fire Department	1	
Johnston Fire Department	5	
Madrid Fire Department	0	
Story County	0	
Other	0	
Totals	30	56.6%

Call Numbers By Automatic Aid		
Granger Fire Dept	1	
Ankeny Fire Dept	4	
Totals	5	9.4%

Call Numbers By Month		
January	0	0.0%
February	0	0.0%
March	53	100.0%
April	0	0.0%
May	0	0.0%
June	0	0.0%
July	0	0.0%
August	0	0.0%
September	0	0.0%
October	0	0.0%
November	0	0.0%
December	0	0.0%
Totals	53	

Call Numbers By Division		
Fire Division	14	26.4%
EMS Division	39	73.6%
Totals	53	

Transports By Hospital		
Blank Children's Hospital	0	0.0%
Boone County Hospital	0	0.0%
Broadlawns	0	0.0%
Dallas County Hospital	0	0.0%
Lutheran	1	7.1%
Mary Greeley	0	0.0%
Mercy Medical Center	6	42.9%
Mercy West Lakes	1	7.1%
Methodist	4	28.6%
Methodist West	2	14.3%
VA	0	0.0%
Totals	14	

Call Numbers by Response Area		
IN Polk City Response Area	22	41.5%
OUT of Polk City Response	31	58.5%
Totals	53	

Call Numbers by Apparatus		
Car 450	10	18.9%
Car 461	3	5.7%
Car 459	7	13.2%
Brush 457	4	7.5%
Engine 451	5	9.4%
Tender 456	0	0.0%
Rescue 458	3	5.7%
Special Operations 467	0	0.0%
Ambulance M2	44	83.0%
Ambulance M3	2	3.8%
Boat 4599	0	0.0%

Call Totals By Call Reason		
Abdominal Pain	1	1.9%
Allergic Reaction	0	0.0%
Altered LOC	0	0.0%
Animal Bite	0	0.0%
Apnea (Not Breathing)	0	0.0%
Arm Injury	0	0.0%
Assault	0	0.0%
Assistance	0	0.0%
Back Pain	1	1.9%
Bicycle Accident	0	0.0%
Burns	0	0.0%
Change of Quarters/Standby	19	35.8%
Chest Pain/Cardiac	1	1.9%
Choking	0	0.0%
Code 4 (possible death)	0	0.0%
Commercial Fire	6	11.3%
CPR in Progress	0	0.0%
Crash unknown Injuries	1	1.9%
Crash with Injuries	1	1.9%
Diabetic Problem	2	3.8%
Difficulty Breathing	0	0.0%
Dislocated Shoulder	0	0.0%
Fall	5	9.4%
Fire - Other	0	0.0%
Grass/Brush Fire	0	0.0%
Haz-mat Clean-up	0	0.0%
Head Injury	0	0.0%
Heat Problems	0	0.0%
Ice Rescue	0	0.0%
Illegal Burn	1	1.9%
Insect Bite	0	0.0%
Labor/Delivery	0	0.0%
Leg Injury	0	0.0%
Motorcycle Accident	0	0.0%
Natural Gas Odor	0	0.0%
Odor Investigation	0	0.0%
Medical - Other	0	0.0%
Overdose	1	1.9%
Psychiatric Problem	1	1.9%
Public Assist	1	1.9%
Residential Fire	6	11.3%

Call Totals By Call Reason		
Seizure	1	1.9%
Sick & Care	4	7.5%
Smoke Investigation	0	0.0%
Stroke/CVA	0	0.0%
Suicide Attempt	0	0.0%
Syncope/Passed Out	0	0.0%
Transport (Medical)	0	0.0%
Trauma	0	0.0%
Under the Influence	0	0.0%
Unknown Medical Problem	0	0.0%
Unresponsive	0	0.0%
Vehicle Fire	0	0.0%
Water Rescue	0	0.0%

0

Staffing Summary		
Resident - Paid on Call	24	64.9%
Resident - POC/Part Time	3	8.1%
Non-Resident - POC	0	0.0%
Non-Resident - POC/Part Time	9	24.3%
Total Fire Department Staff	37	

ITEMS TO INCLUDE ON AGENDA

CITY OF POLK CITY, IOWA

April 22, 2019

6:00 P.M.

Whitetail Ridge Residential Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Polk County, Iowa and MJR Developments, L.L.C.
- Resolution approving and authorizing execution of a Development Agreement by and among the City of Polk City; Polk County; Iowa; and MJR Developments, L.L.C.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

April 22, 2019

The City Council of the City of Polk City in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 112 3rd Street, Polk City, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and among the City of Polk City; Polk County, Iowa; and MJR Developments, L.L.C., and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 364.6 of the City Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF POLK CITY; POLK COUNTY, IOWA; AND MJR DEVELOPMENTS, L.L.C.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2019, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 2019-29

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
AMONG THE CITY OF POLK CITY; POLK COUNTY, IOWA;
AND MJR DEVELOPMENTS, L.L.C.

WHEREAS, by Resolution No. 9, adopted November 7, 2017, the Board of Supervisors of Polk County, Iowa (the "County") found and determined that certain areas located within the City and the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Whitetail Ridge Residential Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Whitetail Ridge Residential Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is proposed to be amended by an Amendment No. 1 to the Plan, planned for consideration by the County on May 7, 2019; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from the County and MJR Developments, L.L.C. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City, the County, and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements and Public Improvements (as those terms are defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of the first phase of a single-family housing project including approximately 35 Housing Units, together with all related site improvements for the Big Creek Valley Subdivision Plat 1, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the County will make up to twenty (20) consecutive semi-annual payments of Economic Development Grants to Developer consisting of 58.88% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of (i) \$2,400,000, (ii) the actual costs of the Public Improvements, or (iii) the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City will be responsible for receiving and using the portion of the Tax Increments required to be used for low and moderate income (LMI) housing assistance (approximately 41.12%) and will comply with all provisions of Chapter 403 relating to such use, under the terms and following satisfaction of the terms set forth in the Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to receiving and using the LMI portion of the Tax Increments generated by construction of the Minimum Improvements under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 22nd day of April, 2019.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, the undersigned City Clerk of the City of Polk City, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2019.

City Clerk, City of Polk City, State of Iowa

(SEAL)

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

POLK COUNTY, IOWA

AND

THE CITY OF POLK CITY, IOWA

AND

MJR DEVELOPMENTS, L.L.C.
(Big Creek Valley Subdivision Plat 1)

_____, 2019

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the _____ day of _____, 2019, by and between POLK COUNTY, IOWA, a political subdivision (“County”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2019, as amended (“Urban Renewal Act”), the CITY OF POLK CITY, IOWA, a municipality (“City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of the Urban Renewal Act, and MJR DEVELOPMENTS, L.L.C., an Iowa limited liability company, having an office for the transaction of business at 1425 NW Hugg Dr., Polk City, IA 50226 (“Developer”).

WITNESSETH:

WHEREAS, the City and Developer have requested that the Board of Supervisors of the County (“Board”) establish an urban renewal area within the boundaries of the City and adopt a tax increment financing ordinance; and

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the County has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Whitetail Ridge Residential Urban Renewal Area (“Area” or “Urban Renewal Area”), which is described in the Whitetail Ridge Residential Urban Renewal Plan adopted by Resolution No. 9 approved on November 7, 2017 and which has been amended one time, by Amendment No. 1 as approved by Resolution No. _____ on _____, 2019; and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Polk County, Iowa; and

WHEREAS, the Developer owns or will own prior to the execution of this Agreement certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, the Developer is willing to cause certain improvements to be constructed on the Development Property which will consist of the Project and thereafter cause the same to be maintained in accordance with this Agreement; and

WHEREAS, the County is willing to provide certain incentives in consideration for Developer’s obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the County and City believe that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the

vital and best interests of the County and City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area means the area known as the Whitetail Ridge Residential Urban Renewal Area (as amended).

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement, provided to the Developer pursuant to Section 3.4 of this Agreement.

City means the City of Polk City, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property and in the Urban Renewal Area; the Construction Plans shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City as required by applicable City codes.

County means Polk County, Iowa.

Developer means MJR Developments, L.L.C., an Iowa limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Whitetail Ridge Residential Urban Renewal Area of the County described in Exhibit A attached to this Agreement.

Economic Development Grants means the Tax Increment payments to be made by the County to the Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or Public Improvements, or all such Mortgages as appropriate.

Housing Units means residential dwelling units to be constructed on separate parcels within the Development Property.

Low or Moderate Income Families means those families, including single person households, earning no more than eighty percent (80%) of the higher of the median family income of Polk County or the State-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines.

Minimum Improvements means the construction of approximately thirty-five (35) Housing Units on the Development Property as more particularly described in Exhibit B and depicted in Exhibit B-1 attached to this Agreement.

MJR Developments, L.L.C. (Big Creek Valley Subdivision Plat 1) TIF Account means a separate account within the Whitetail Ridge Residential Urban Renewal Area Tax Increment Revenue Fund of the County in which there shall be deposited Tax Increments received by the County with respect to the Minimum Improvements.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinances of the County under which the taxes levied on the taxable property in the Area shall be divided and a portion paid into the Whitetail Ridge Residential Urban Renewal Area Tax Increment Revenue Fund for the Project.

Project means the construction of the Minimum Improvements and the Public Improvements on the Development Property, as described in this Agreement.

Public Improvements means the infrastructure improvements to be completed by Developer on the Development Property under this Agreement which will be dedicated to the City, including but not limited to streets, water mains, storm sewer, gas and electric utilities and sanitary sewer within the right-of-way to be dedicated to the City as described and depicted in the Construction Plans, Exhibit B and Exhibit B-1 attached to this Agreement.

Qualified Costs and Expenses means the costs and expenses related to the design and construction of the streets, water mains, storm sewer system, storm water detention basins, sanitary sewer within the right-of-way to be dedicated to the City, subgrading and grading costs and expenses and also including engineering and legal fees and interest accrued for the prior twelve (12) month period, as more particularly described herein.

State means the State of Iowa.

Tax Increment means the property tax revenues divided and made available to the County for deposit in the Whitetail Ridge Residential Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the County with respect to the County's obligations).

Urban Renewal Plan means the Whitetail Ridge Residential Urban Renewal Plan, as amended, approved in respect of the Whitetail Ridge Residential Urban Renewal Area, described in the preambles hereof.

Whitetail Ridge Residential Urban Renewal Area Tax Increment Revenue Fund means the special fund of the County created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the County to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County makes the following representations and warranties:

a. The County is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and

conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the County is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the County only, and not of any governing body member, officer, agent, servant or employee of the County in the individual capacity thereof.

d. County hereby agrees to deliver all LMI payments to be made under Section 6.6 of this Agreement to the City at the address set forth in Section 12.2 of this Agreement.

Section 2.2. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

d. City hereby agrees to accept all LMI payments to be made under Section 6.6 of this Agreement from the County.

Section 2.3. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. MJR Developments, L.L.C. is an Iowa limited liability company, duly organized and validly existing under the laws of the State, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the County and City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in

accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer will cause the Public Improvements and Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations.

f. The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Public Improvements and Minimum Improvements may be lawfully constructed.

g. The Developer will dedicate (1) the Public Improvements and (2) all rights-of-way in the Development Property, if any, to the City upon acceptance by the City.

h. The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. The Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements and Public Improvements in accordance with the Construction Plans contemplated in this Agreement and the performance and maintenance bonds required under Section 6.8 hereof.

j. The Developer will cooperate fully with the County and City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements or Public Improvements.

k. The Developer expects that, barring Unavoidable Delays, construction of the Public Improvements shall be complete on or before December 31, 2019.

l. The Developer would not undertake its obligations under this Agreement without the potential for payment by the County of the Economic Development Grants being made to the Developer pursuant to this Agreement.

m. Developer will not seek to change the current land assessment category, or the zoning classification, of the Development Property or the Minimum Improvements during the term of this Agreement.

ARTICLE III. CONSTRUCTION OF PUBLIC IMPROVEMENTS AND TAXES

Section 3.1. Construction of Public Improvements. The Developer agrees that it will cause the Public Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the County and City. The Developer agrees that the scope and scale of the Public Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in the Construction Plans.

Section 3.2. Construction Plans. The Developer shall cause Construction Plans to be provided for the Public Improvements which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State and local laws and regulations. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Public Improvements; and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the County or City with respect to any building, fire, zoning or other ordinances or regulations of the County or City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Public Improvements are to be constructed by the Developer shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other County or City purpose nor subject the County or City to any liability for the Minimum Improvements or Public Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Public Improvements to be undertaken and completed as set forth in Section 2.3.k. or such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Public Improvements to be constructed or provided by the Developer shall be in conformity with the Construction Plans and other plans approved by the building official or any amendments thereto as may be approved by the building official.

The Developer agrees that it shall permit designated representatives of the County and City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Public Improvements and Minimum Improvements to inspect such construction and the progress thereof. Upon notice of completion of the Public Improvements by the Developer, the City shall inspect the Public Improvements and determine whether they have been completed in accordance with the Construction Plans. If the City finds that the Public Improvements have been duly completed in compliance with all City ordinances, policies and procedures, and the City approves the Public Improvements, the City shall accept dedication of the Public Improvements. If the City determines that the Public Improvements are not acceptable, it shall notify the Developer within ten (10) days in the form described in Section 3.4 below.

Section 3.4. Certificate of Completion. Upon written request of the Developer after completion of the Public Improvements, the City will furnish the Developer with a Certificate of Completion, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to construct the Public Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within ten (10) days after written request by the Developer, provide the Developer with a written statement indicating, in adequate detail in what respects the Developer has failed to complete the Public Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose nor shall it subject the County or City to any liability for the Development Property, Minimum Improvements or Public Improvements as constructed.

Section 3.5. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. The Developer will provide written proof of and maintain or cause to be maintained at all times during Developer's ownership and during the process of constructing the Public Improvements and the Minimum Improvements (and, from time to time at the request of the County or City, furnish the County or City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Public Improvements and the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability

insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Public Improvements and the Minimum Improvements and at all times prior the date that the City accepts dedication of the Public Improvements, or the Developer sells the Minimum Improvements, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the County or City shall furnish proof of the payment of premiums on) insurance as follows:

i. Insurance against loss and/or damage to the Public Improvements and the Minimum Improvements that remain in Developer's ownership under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Public Improvements and the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the County and City. The term "full insurable replacement value" shall mean the actual replacement cost of the Public Improvements and the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the County or City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the County and City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the County and City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect upon the request of the County or City. In lieu of separate policies, Developer may maintain a single policy, or blanket

or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the County and City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Public Improvements and Minimum Improvements.

d. Developer agrees to notify the County and City immediately in the case of damage exceeding \$50,000 in amount to, or destruction of, the Public Improvements and the Minimum Improvements, or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Public Improvements and the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Public Improvements and Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

f. Developer shall only be required to insure the Public Improvements until acceptance of the Public Improvements by the City and issuance of the maintenance bond. Developer's insurance requirements as set forth in this Article V shall cease/terminate once City accepts the Public Improvements and the maintenance bond has been issued on said Public Improvements, and for the portion of insurance applicable to the Minimum Improvements, after sale of the Minimum Improvements.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve and keep the Development Property (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

Section 6.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements and the Public Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements and Public Improvements, the Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and homebuyers are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the County and City with copies of information requested by County or City that are related to this Agreement so that County and City can determine compliance with the Agreement.

Section 6.6. LMI Requirements. The County, City and Developer acknowledge the statutory requirements of Chapter 403, Code of Iowa specifically with respect to the Low and Moderate Income (“LMI”) assistance. The current applicable percentage for Polk County is 41.12%. The County will send the LMI portion to the City and the City will set funds aside to comply with Iowa Code Section 403.22 before any Economic Development Grants are made to Developer. The statutory requirements with respect to LMI assistance may be met by the construction of LMI affordable Housing Units as part of the Project, which would decrease the required set aside funds. If any such LMI affordable Housing Units are constructed as part of the Project, Developer hereby agrees to notify the County and City of such construction by October 1 of the year in which such LMI affordable Housing Units are constructed. Such notice shall be delivered to the County and City at the address listed in Section 12.2 hereof.

Section 6.7. Certification. The Developer shall certify to the County and City the amount of all Qualified Costs and Expenses of the Public Improvements submitted for reimbursement as Economic Development Grants and that such amounts are true and correct. See Exhibit E for the form of Certification. Such Certification shall be provided not later than October 1 of each year in which Developer incurs Qualified Costs and Expenses for construction of the Public Improvements as provided in Section 8.1.e. of this Agreement. Along with its Certification, Developer shall attach documentation showing substantiation of Qualified Costs and Expenses incurred for construction of the Public Improvements as provided in Section 8.1.e. of this Agreement. Developer shall provide documentation from an Iowa licensed professional engineer that the costs are related to construction of the Public Improvements. Developer shall provide additional supporting information for its Certification upon request of the County or City.

Section 6.8. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Public Improvements, on project-by-project basis, and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for the Public Improvements shall remain in effect until construction of the Public Improvements are completed, at which time four-year repair and maintenance bond(s) shall be substituted for each performance bond. The bond(s) shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all County and City requirements for the construction of the Public Improvements. The form of performance and maintenance bond is attached as Exhibit G.

Section 6.9. Intentionally Omitted.

Section 6.10. Subsequent Owner(s). Notwithstanding anything herein to the contrary, failure by a subsequent owner (pursuant to Section 7.1(b)(iii) or Section 7.1(b)(iv)) below to timely pay its property taxes or to otherwise comply with the terms of this Agreement shall not be considered an Event of Default.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey or assign its interest in the Development Property, Public Improvements or Minimum Improvements, or this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement with respect to the portion of the Development Property being sold and (ii) both the County and City consent thereto in writing in advance thereof, which consent shall not be unreasonably denied, delayed or withheld.

b. Notwithstanding the foregoing, however, or any other provisions of this Agreement, the Developer may: (i) pledge any and/or all of its assets and real estate as security for the First Mortgage; (ii) dedicate the Public Improvements to the City; (iii) sell individual parcels to person who will occupy a Housing Unit on said parcel in the ordinary course of Developer's business; or (iv) sell one or more individual parcels to third parties for construction of a Housing Unit(s) so long as such sale does not prevent or impair construction of the Public Improvements.

c. In the event that Developer wishes to assign this Agreement, including its rights and duties hereunder and except with regard to any Mortgagee, Developer and transferee individual or entity shall request that the County, City and Developer consent to an assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the County, City and Developer consent in writing to an assignment of this Agreement authorizing the transfer. Notwithstanding the foregoing, consent of the County and City shall not be unreasonably withheld.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability except in the ordinary course of business, such as portions of the Development Property that are transferred to a non-profit homeowners association for the purpose of owning and managing common areas of the Development Property. During the term of this Agreement,

Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants.

a. Payment of Economic Development Grants. The County agrees, subject to the Developer being and remaining in compliance with this Agreement, to make semi-annual payments (February 1 and August 1) to the Developer to reimburse it for all or a portion of the cost of the Public Improvements as follows:

Commencing with the first full fiscal year in which Tax Increment is received from the County following Developer's request that the County certify to the County for Tax Increment for the Development Property, and continuing until the expiration of the allowable time frame for the collection of Tax Increment, the County agrees to make semi-annual Economic Development Grants equal to 58.88% of the Tax Increments, if any, collected by the County and generated upon construction of the Minimum Improvements and the Development Property to reimburse Developer for costs associated with construction of the Public Improvements (without regard to any averaging that may otherwise be utilized under Section 403.19 and including any interest that may accrue thereon prior to payment to the Developer during the preceding twelve-month period), but subject to limitation and adjustment as provided in this Article. All such Economic Development Grants shall be sent to the address of Developer as provided in Section 12.2 of this Agreement.

b. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage (allowing for the LMI set-aside as provided in Section 8.1(a) above) of all Tax Increments collected with respect to the assessments imposed on the Development Property and Minimum Improvements, but in no case shall exceed a total for all grants of the lesser of: (i) the actual cost of the Public Improvements documented as indicated in Section 8.1.e.; or (ii) Two Million Four Hundred Thousand Dollars (\$2,400,000). It is further agreed and understood that the aforementioned \$2,400,000 shall constitute the maximum amount of reimbursement for the Public Improvements.

c. Limitations. The Developer acknowledges that each Economic Development Grant payment to be paid to Developer according to this Article VIII is wholly contingent upon and shall be limited to reimbursement of actual costs incurred with respect to construction of the Public Improvements, and payment shall come solely and only from taxes received by the County under Iowa Code Section 403.19 from levies upon the Development Property. The

County and City make no assurance that the Developer will receive Economic Development Grants which cover the cost of the Public Improvements or which reach the stated maximum.

d. County Certification, Timing. It is the responsibility of the Developer to inform the County in writing when it wishes that the County first certify on the Development Property by submitting the form attached as Exhibit F by October 1 of the year the Developer wishes the County to certify for Tax Increment (but in no event shall such Exhibit F be submitted to the County after October 1, 2023). The time period during which Tax Increment can be collected to pay for annual Economic Development Grants shall end no later than ten (10) fiscal years beginning with the second fiscal year after the year in which the municipality first certifies to the County auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the division of the revenue in connection with the Project. After the Developer requests that the County first certify for Tax Increment, and if the Developers Certification and supporting documentation is timely filed and contains the information required under Section 6.7, Developer satisfies all terms of this Agreement and all conditions precedent in Section 8.5 are satisfied, and the County approves of the same, the County shall certify to the appropriate County office prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the County as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on February 1 and August 1 of that fiscal year. As an example, if the first Housing Unit is built and fully assessed on January 1, 2020, and if the Developer requests the County to first certify in its Certification for the Development Property filed by October 1, 2020, the County would then review the Certification, and if approved and all other terms of this Agreement are satisfied, would certify for the Tax Increment generated by the Minimum Improvements by December 1, 2020 for collection by the County and payment to the County in fiscal year 2021-2022, allowing for the initial grant to be paid to Developer on February 1, 2022, all subject to the terms of this Article and this Agreement.

e. Certification of Qualified Costs and Expenses. The obligation of the County to make any Economic Development Grants to the Developer shall be subject to and conditioned upon, among other things, the timely filing by the Developer of the Certification required under Section 6.7 hereof and the Countys approval thereof. Developer must submit accurate and sufficient documentation of the Qualified Costs and Expenses to the County as part of its Certification. The categories of Qualified Costs and Expenses that will be considered for reimbursement as Economic Development Grants include streets, water mains, storm sewer systems, storm water detention basins, gas and electric utilities, sanitary sewer within the right-of-way to be dedicated to the City, subgrading and grading costs and expenses and associated engineering and legal fees and interest accrued for the prior twelve (12) month period. To receive reimbursement, Developer must attach to such Certification receipts and invoices for all Public Improvement costs for the fiscal year for which the Developer is requesting an Economic Development Grant that substantiates the amount of Public Improvement costs being reported.

Section 8.2. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the MJR Developments, L.L.C. (Big Creek Valley Subdivision Plat 1) TIF Account of the Whitetail Ridge Residential Urban Renewal Area Tax Increment Revenue Fund of the County. The County hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Development Property and the Minimum Improvements and allocated to the MJR Developments, L.L.C. (Big Creek Valley Subdivision Plat 1) TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other County or City funds.

b. Each Economic Development Grant is subject to annual appropriation by the Board of Supervisors. The right of non-appropriation reserved to the County in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the County's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the County within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the County, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the County shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the County shall have no obligation to make an Economic Development Grant to the Developer if at any time during the term hereof the County fails to appropriate funds or receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Project and Minimum Improvements to fund an Economic Development Grant to the Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the County under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon such non-appropriation, or receipt of such an opinion, the County shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the County may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

d. The County and City make no representations with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and under no circumstances shall the County or City in any manner be liable to the Developer so long as the County timely applies the Tax Increments actually collected and held in the MJR Developments, L.L.C. (Big Creek Valley Subdivision Plat 1) TIF Account (regardless of the amounts thereof) to

the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.3. Use of Other Tax Increments. Subject to this Article VIII, the County shall be free to use any and all available Tax Increments in excess of the stated maximum or resulting from the suspension or termination of the Economic Development Grants under Section 8.1 hereof, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the County shall have no obligations to the Developer with respect to the use thereof.

Section 8.4. Limitations. The Economic Development Grants are only for the Public Improvements described in this Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the Board of Supervisors.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the County to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- a. Compliance with the terms of this Agreement and payment of property taxes; and
- b. Timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Board's approval thereof.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the County shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the County shall make any of the Economic Development Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth herein.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. The Developer releases the County and City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Minimum Improvements or Public Improvements (but only until the City accepts said Public Improvements and the maintenance bond has been issued on said Public Improvements).

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the County or City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements or Public Improvements (but only until the City accepts said Public Improvements and the maintenance bond has been issued on said Public Improvements) or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Public Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements and obligations of the County and City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the County or City only, and not of any governing body member, officer, agent, servant or employee of the County or City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements or Public Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

- b. Transfer of any interest in this Agreement, the Development Property, the Minimum Improvements, or the Public Improvements in violation of the provisions of this Agreement;
- c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;
- d. Failure by the Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- f. The Developer:
 - i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. makes an assignment for the benefit of its creditors; or
 - iii. admits in writing its inability to pay its debts generally as they become due; or
 - iv. is adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements or Public Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- g. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the County, upon its own initiative or upon the request of the City, may take any one or more of the following actions after (except in the case of an Event of Default under subsections 10.1.e or 10.1.f of said Section 10.1) the giving of thirty (30) days' written notice by the County to the Developer and the holder of the First Mortgage (but only to the extent the County has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default,

but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the County that the Event of Default will be cured as soon as reasonably possible:

a. The County may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the County, that the Developer will cure its default and continue its performance under this Agreement;

b. The County may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may enforce the performance or maintenance bond;

e. The County may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement;

f. The County shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default and shall be entitled to recover from the Developer, and the Developer shall repay to the County, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The County may take any action, including any legal action it deems necessary, to recover such amount from Developer. The County may demand such payment at any time following its determination that Developer is in default under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the County or City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer understands and agrees that an amount equivalent to the County's costs and attorney fees incurred in connection with the drafting and execution of this Agreement and

the Urban Renewal Plan, as amended, shall be deducted from Developer's Economic Development Grants; and

b. Whenever any Event of Default occurs and the County or City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the County or City, respectively, the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the County or City in connection therewith.

ARTICLE XI. RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the County or City, or its designees or agents, nor any consultant or member of the governing body of the County or City, and no other public official of the County or City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to MJR Developments, L.L.C. at 1425 NW Hugg Dr., Polk City, IA 50226 Attn: President; and
- b. In the case of the County, is addressed to or delivered personally to Polk County, Iowa, 111 Court Avenue, Des Moines, IA 50309; Attn: County Administrator; and
- c. In the case of the City, is addressed to or delivered personally to the City of Polk City at City Hall, 112 3rd Street, PO Box 426, Polk City, IA 50266; Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the County and City by virtue hereof. The Developer shall pay for or reimburse the County for all costs of recording.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after July 1 of the tenth fiscal year beginning with the second fiscal year after the year in which the municipality first certifies to the County auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the division of the revenue in connection with the Project, or other cause of termination as provided herein. For example, if the County first certifies loans, advances, indebtedness or bonds by December 1, 2020, the tenth fiscal year period ends June 30, 2032.

Section 12.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed in its name and behalf by its Board Chair and its seal to be hereunto duly fixed and attested by its Auditor, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, the Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representative all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

POLK COUNTY, IOWA

By: _____
Tom Hockensmith, Chairperson

ATTEST:

By: _____
Jamie Fitzgerald, County Auditor

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Tom Hockensmith and Jamie Fitzgerald, to me personally known, who being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Polk County, Iowa, a political subdivision of the State created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Polk County, Iowa]

(SEAL)

CITY OF POLK CITY, IOWA

By: _____
Jason Morse, Mayor

ATTEST:

By: _____
Jenny Gibbons, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Jason Morse and Jenny Gibbons, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Polk City, Iowa]

MJR DEVELOPMENTS, L.L.C.,
an Iowa limited liability company

By: _____
Jarrod Ruckle, President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Jarrod Ruckle, to me personally known, who, being by me duly sworn, did say that he is the President of MJR Developments, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jarrod Ruckle, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

[Signature page to Agreement for Private Development – MJR Developments, L.L.C.]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Polk City, County of Polk, State of Iowa, more particularly described as follows:

Phase 1 of Big Creek Valley, the Property that will be platted as Lots 1-13 and 44-65 of Big Creek Valley Plat 1, which is legally described as follows;

A PORTION OF OUTLOT 'F' AND PARCEL 'C' OF LOT 1 IN TOURNAMENT CLUB OF IOWA PLAT 1 AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PORTION OF SAID OUTLOT 'F' ADJACENT TO NW HUGG DRIVE;
THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW HUGG DRIVE, ALONG A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 741.85 FEET, A DISTANCE OF 283.83 FEET, WHOSE CHORD BEARS S 69°58'29" E, 282.10 FEET;
THENCE S 77°52'31" E, A DISTANCE OF 427.82 FEET;
THENCE S 12°23'17" W, A DISTANCE OF 329.14 FEET;
THENCE N 77°52'13" W, A DISTANCE OF 72.49 FEET;
THENCE N 31°57'53" W, A DISTANCE OF 179.74 FEET;
THENCE S 19°47'02" E, A DISTANCE OF 91.63 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 185.25 FEET, WHOSE CHORD BEARS S 02°19'44" W, 180.69 FEET;
THENCE S 09°18'03" E, A DISTANCE OF 180.65 FEET;
THENCE S 41°14'02" W, A DISTANCE OF 282.28 FEET;
THENCE S 52°41'02" W, A DISTANCE OF 229.27 FEET;
THENCE S 60°56'31" W, A DISTANCE OF 280.39 FEET;
THENCE S 76°59'46" W, A DISTANCE OF 286.66 FEET;
THENCE S 81°58'46" W, A DISTANCE OF 73.90 FEET;
THENCE S 88°56'00" W, A DISTANCE OF 219.21 FEET;
THENCE N 27°03'38" E, A DISTANCE OF 191.73 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 60.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 34.75 FEET, WHOSE CHORD BEARS N 65°03'01" W, 34.27 FEET;
THENCE S 27°03'38" W, A DISTANCE OF 84.53 FEET;
THENCE S 89°55'17" W, A DISTANCE OF 22.47 FEET;

THENCE S 27°03'38" W, A DISTANCE OF 124.68 FEET;
THENCE S 88°56'00" W, A DISTANCE OF 8.34 FEET;
THENCE N 34°16'45" W, A DISTANCE OF 268.00 FEET;
THENCE N 44°17'59" E, A DISTANCE OF 413.74 FEET;
THENCE N 37°39'32" E, A DISTANCE OF 60.03 FEET;
THENCE N 39°44'47" E, A DISTANCE OF 259.23 FEET TO A CURVE CONCAVE
NORTHEASTERLY WITH A RADIUS OF 130.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 35.49 FEET, WHOSE CHORD BEARS S
44°46'54" E, 35.38 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 125.36 FEET;
THENCE S 37°23'51" W, A DISTANCE OF 40.00 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 47.64 FEET TO A CURVE CONCAVE
NORTHERLY WITH A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 302.11 FEET, WHOSE CHORD BEARS
N 86°11'02" E, 276.72 FEET;
THENCE N 44°58'13" E, A DISTANCE OF 337.19 FEET;
THENCE S 72°47'06" E, A DISTANCE OF 197.68 FEET TO A CURVE CONCAVE
WESTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 106.94 FEET, WHOSE CHORD BEARS
N 02°45'56" W, 105.38 FEET;
THENCE N 19°47'02" W, A DISTANCE OF 121.20 FEET TO A CURVE CONCAVE
EASTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 27.13 FEET, WHOSE CHORD BEARS
N 15°27'59" W, 27.10 FEET;
THENCE N 84°42'10" W, A DISTANCE OF 146.64 FEET TO A CURVE CONCAVE
NORTHERLY WITH A RADIUS OF 941.85 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 273.68 FEET, WHOSE CHORD BEARS
N 72°12'24" W, 272.71 FEET;
THENCE N 19°12'38" W, A DISTANCE OF 104.04 FEET;
THENCE N 30°59'09" E, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.298 ACRES (840,607 SQUARE FEET) MORE OR LESS.

EXHIBIT B
MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

The Minimum Improvements shall consist of the construction of the first phase of a single-family housing project together with related site improvements for the Big Creek Valley Subdivision Plat 1 as shown in the Construction Plans, which shall conform to the Preliminary Plat approved by the City for the Development Property and attached as Exhibit B-1. The first phase of the Big Creek Valley Subdivision Plat 1 shall consist of approximately thirty-five (35) Housing Units on approximately 20 acres which will be served by the Public Improvements.

The Public Improvements shall consist of certain infrastructure improvements including, but not limited to, streets, water mains, storm sewer, and sanitary sewer within the right-of-way to be dedicated to the City. See Exhibit B-1 and the Construction Plans for the location of parcels for individual Housing Units and for specific descriptions and locations of the Public Improvements. More specifically, the Public Improvements shall include all planned infrastructure to support the development of Big Creek Valley Subdivision Plat 1 as developed and approved by the City for development of the 35 lots, Phase I, in Big Creek Valley Subdivision Plat 1. This summary includes but is not limited to; street lights and electrical service extension, gas main extension, installation of Timber Valley Circle, installation of that portion of Timber Valley Drive located within the limits of Big Creek Valley Subdivision Plat 1, grading as required for water detention, approximately 3,600' of storm sewer, approximately 2,100' of sanitary sewer, and approximately 400' of water main.

EXHIBIT B-1
PRELIMINARY PLAT FOR BIG CREEK VALLEY SUBDIVISION PLAT 1
 (Full version on file with City Clerk)

The parcels for individual Housing Units and the Public Improvements are shown below.

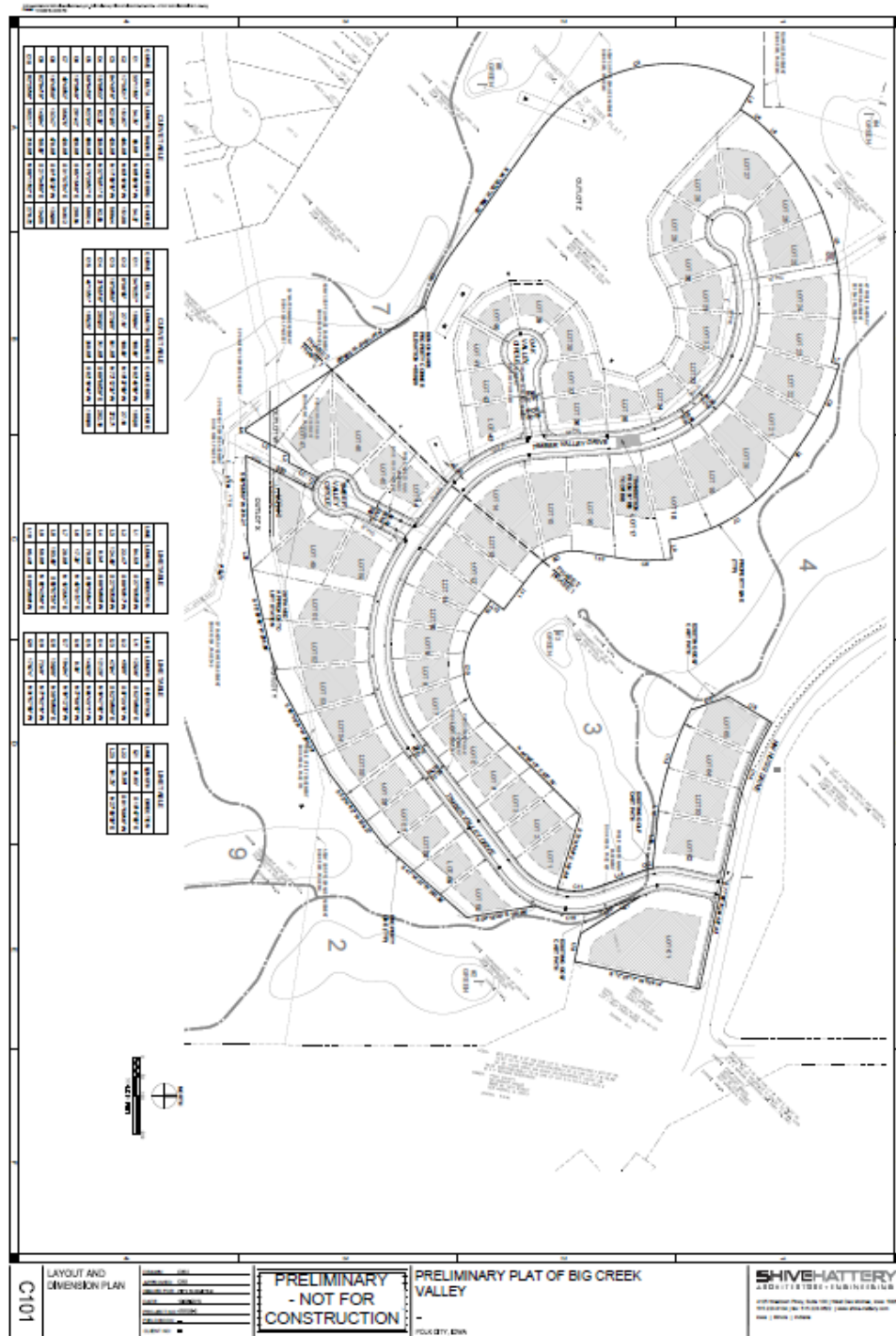


EXHIBIT C
CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS

WHEREAS, Polk County, Iowa (“County”), the City of Polk City, Iowa (“City”) and MJR Developments, L.L.C., an Iowa limited liability company, having an office for the transaction of business at 1425 NW Hugg Dr., Polk City, IA 50226 (“Developer”), did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (“Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Phase 1 of Big Creek Valley, the Property that will be platted as Lots 1-13 and 44-65 of Big Creek Valley Plat 1, which is legally described as follows;

A PORTION OF OUTLOT 'F' AND PARCEL 'C' OF LOT 1 IN TOURNAMENT CLUB OF IOWA PLAT 1 AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PORTION OF SAID OUTLOT ‘F’ ADJACENT TO NW HUGG DRIVE;
THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW HUGG DRIVE, ALONG A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 741.85 FEET, A DISTANCE OF 283.83 FEET, WHOSE CHORD BEARS S 69°58’29” E, 282.10 FEET;
THENCE S 77°52’31” E, A DISTANCE OF 427.82 FEET;
THENCE S 12°23’17” W, A DISTANCE OF 329.14 FEET;
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THENCE N 31°57’53” W, A DISTANCE OF 179.74 FEET;
THENCE S 19°47’02” E, A DISTANCE OF 91.63 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 185.25 FEET, WHOSE CHORD BEARS S 02°19’44” W, 180.69 FEET;
THENCE S 09°18’03” E, A DISTANCE OF 180.65 FEET;
THENCE S 41°14’02” W, A DISTANCE OF 282.28 FEET;
THENCE S 52°41’02” W, A DISTANCE OF 229.27 FEET;
THENCE S 60°56’31” W, A DISTANCE OF 280.39 FEET;
THENCE S 76°59’46” W, A DISTANCE OF 286.66 FEET;
THENCE S 81°58’46” W, A DISTANCE OF 73.90 FEET;
THENCE S 88°56’00” W, A DISTANCE OF 219.21 FEET;
THENCE N 27°03’38” E, A DISTANCE OF 191.73 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 60.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 34.75 FEET, WHOSE CHORD BEARS N 65°03'01" W, 34.27 FEET;
THENCE S 27°03'38" W, A DISTANCE OF 84.53 FEET;
THENCE S 89°55'17" W, A DISTANCE OF 22.47 FEET;
THENCE S 27°03'38" W, A DISTANCE OF 124.68 FEET;
THENCE S 88°56'00" W, A DISTANCE OF 8.34 FEET;
THENCE N 34°16'45" W, A DISTANCE OF 268.00 FEET;
THENCE N 44°17'59" E, A DISTANCE OF 413.74 FEET;
THENCE N 37°39'32" E, A DISTANCE OF 60.03 FEET;
THENCE N 39°44'47" E, A DISTANCE OF 259.23 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 130.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 35.49 FEET, WHOSE CHORD BEARS S 44°46'54" E, 35.38 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 125.36 FEET;
THENCE S 37°23'51" W, A DISTANCE OF 40.00 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 47.64 FEET TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 302.11 FEET, WHOSE CHORD BEARS N 86°11'02" E, 276.72 FEET;
THENCE N 44°58'13" E, A DISTANCE OF 337.19 FEET;
THENCE S 72°47'06" E, A DISTANCE OF 197.68 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 106.94 FEET, WHOSE CHORD BEARS N 02°45'56" W, 105.38 FEET;
THENCE N 19°47'02" W, A DISTANCE OF 121.20 FEET TO A CURVE CONCAVE EASTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 27.13 FEET, WHOSE CHORD BEARS N 15°27'59" W, 27.10 FEET;
THENCE N 84°42'10" W, A DISTANCE OF 146.64 FEET TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 941.85 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 273.68 FEET, WHOSE CHORD BEARS N 72°12'24" W, 272.71 FEET;
THENCE N 19°12'38" W, A DISTANCE OF 104.04 FEET;
THENCE N 30°59'09" E, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.298 ACRES (840,607 SQUARE FEET) MORE OR LESS.

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Public Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Public Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Public Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Polk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Public Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

CITY OF POLK CITY, IOWA

By: _____
Jason Morse, Mayor

ATTEST:

By: _____
Jenny Gibbons, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Jason Morse and Jenny Gibbons, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of Polk City, Iowa]

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, Polk County, Iowa (“County”), the City of Polk City, Iowa (“City”) and MJR Developments, L.L.C., an Iowa limited liability company, having an office for the transaction of business at 1425 NW Hugg Dr., Polk City, IA 50226 (“Developer”), did on or about the ____ day of _____, 2019 make, execute and deliver an Agreement for Private Development (“Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Phase 1 of Big Creek Valley, the Property that will be platted as Lots 1-13 and 44-65 of Big Creek Valley Plat 1, which is legally described as follows;

A PORTION OF OUTLOT 'F' AND PARCEL 'C' OF LOT 1 IN TOURNAMENT CLUB OF IOWA PLAT 1 AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PORTION OF SAID OUTLOT ‘F’ ADJACENT TO NW HUGG DRIVE;
THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW HUGG DRIVE, ALONG A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 741.85 FEET, A DISTANCE OF 283.83 FEET, WHOSE CHORD BEARS S 69°58’29” E, 282.10 FEET;
THENCE S 77°52’31” E, A DISTANCE OF 427.82 FEET;
THENCE S 12°23’17” W, A DISTANCE OF 329.14 FEET;
THENCE N 77°52’13” W, A DISTANCE OF 72.49 FEET;
THENCE N 31°57’53” W, A DISTANCE OF 179.74 FEET;
THENCE S 19°47’02” E, A DISTANCE OF 91.63 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 185.25 FEET, WHOSE CHORD BEARS S 02°19’44” W, 180.69 FEET;
THENCE S 09°18’03” E, A DISTANCE OF 180.65 FEET;
THENCE S 41°14’02” W, A DISTANCE OF 282.28 FEET;
THENCE S 52°41’02” W, A DISTANCE OF 229.27 FEET;
THENCE S 60°56’31” W, A DISTANCE OF 280.39 FEET;
THENCE S 76°59’46” W, A DISTANCE OF 286.66 FEET;
THENCE S 81°58’46” W, A DISTANCE OF 73.90 FEET;
THENCE S 88°56’00” W, A DISTANCE OF 219.21 FEET;
THENCE N 27°03’38” E, A DISTANCE OF 191.73 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 60.00 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 34.75 FEET, WHOSE CHORD BEARS
N 65°03'01" W, 34.27 FEET;
THENCE S 27°03'38" W, A DISTANCE OF 84.53 FEET;
THENCE S 89°55'17" W, A DISTANCE OF 22.47 FEET;
THENCE S 27°03'38" W, A DISTANCE OF 124.68 FEET;
THENCE S 88°56'00" W, A DISTANCE OF 8.34 FEET;
THENCE N 34°16'45" W, A DISTANCE OF 268.00 FEET;
THENCE N 44°17'59" E, A DISTANCE OF 413.74 FEET;
THENCE N 37°39'32" E, A DISTANCE OF 60.03 FEET;
THENCE N 39°44'47" E, A DISTANCE OF 259.23 FEET TO A CURVE CONCAVE
NORTHEASTERLY WITH A RADIUS OF 130.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 35.49 FEET, WHOSE CHORD BEARS S
44°46'54" E, 35.38 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 125.36 FEET;
THENCE S 37°23'51" W, A DISTANCE OF 40.00 FEET;
THENCE S 52°36'09" E, A DISTANCE OF 47.64 FEET TO A CURVE CONCAVE
NORTHERLY WITH A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 302.11 FEET, WHOSE CHORD BEARS
N 86°11'02" E, 276.72 FEET;
THENCE N 44°58'13" E, A DISTANCE OF 337.19 FEET;
THENCE S 72°47'06" E, A DISTANCE OF 197.68 FEET TO A CURVE CONCAVE
WESTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 106.94 FEET, WHOSE CHORD BEARS
N 02°45'56" W, 105.38 FEET;
THENCE N 19°47'02" W, A DISTANCE OF 121.20 FEET TO A CURVE CONCAVE
EASTERLY WITH A RADIUS OF 180.00 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 27.13 FEET, WHOSE CHORD BEARS
N 15°27'59" W, 27.10 FEET;
THENCE N 84°42'10" W, A DISTANCE OF 146.64 FEET TO A CURVE CONCAVE
NORTHERLY WITH A RADIUS OF 941.85 FEET;
THENCE ALONG SAID CURVE A DISTANCE OF 273.68 FEET, WHOSE CHORD BEARS
N 72°12'24" W, 272.71 FEET;
THENCE N 19°12'38" W, A DISTANCE OF 104.04 FEET;
THENCE N 30°59'09" E, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.298 ACRES (840,607 SQUARE FEET) MORE OR LESS.

(the "Development Property"); and

WHEREAS, the term of this Agreement shall commence on the ____ day of _____, 2019 and terminate on the Termination Date, as set forth in the Agreement; and

WHEREAS, the County, City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the County Auditor, 111 Court Avenue, Room 230, Des Moines, IA 50309.

IN WITNESS WHEREOF, the County, City and Developer have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2019.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

POLK COUNTY, IOWA

By: _____
Tom Hockensmith, Chairperson

ATTEST:

By: _____
Jamie Fitzgerald, County Auditor

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Tom Hockensmith and Jamie Fitzgerald, to me personally known, who being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of Polk County, Iowa, a political subdivision of the State created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Polk County, Iowa]

(SEAL)

CITY OF POLK CITY, IOWA

By: _____
Jason Morse, Mayor

ATTEST:

By: _____
Jenny Gibbons, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Jason Morse and Jenny Gibbons, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Polk City, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Polk City, Iowa]

MJR DEVELOPMENTS, L.L.C.,
an Iowa limited liability company

By: _____
Jarrod Ruckle, President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Jarrod Ruckle, to me personally known, who, being by me duly sworn, did say that he is the President of MJR Developments, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jarrod Ruckle, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

[Signature page to Memorandum of Agreement for Private Development – MJR Developments, L.L.C.]

EXHIBIT E
DEVELOPER CERTIFICATION OF COSTS OF PUBLIC IMPROVEMENTS IN BIG CREEK
VALLEY SUBDIVISION PLAT 1

MJR Developments, L.L.C., an Iowa limited liability company (“Developer”) certifies, under penalty of perjury under the laws of the State of Iowa, that the Qualified Costs and Expenses shown on the table below were/are the actual expenses incurred by the Developer for the Public Improvements that are the subject of an Agreement for Private Development entered into the ____ day of _____, 2019 between Polk County, Iowa, the City of Polk City, Iowa and the Developer (“Agreement”). The Developer certifies that no expenses claimed or shown on this table relate to personal or unallowable expenses. In the event of an overpayment by the County for expenses not actually incurred, or if payment was received from another source for any portion of the expenses claimed, the Developer assumes responsibility for repaying the County in full for those expenses.

Certified Costs of Public Improvements*					
Project Cost Category	Streets	Water Mains	Storm Sewer	Sanitary Sewer	Miscellaneous
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Invoice description and cost					
Total Cost per category					

If you need additional space please attach another table.

***Attach actual receipts and invoices**

Address to or deliver personally to Polk County, Iowa, 111 Court Avenue, Des Moines, IA 50309; Attn: County Administrator.

[Remainder of this page intentionally left blank. Signature page to follow.]

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct.

MJR DEVELOPMENTS, L.L.C.,
an Iowa limited liability company

By: _____
Jarrod Ruckle, President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared Jarrod Ruckle, to me personally known, who, being by me duly sworn, did say that he is the President of MJR Developments, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jarrod Ruckle, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

[Signature page to Developer Certification of Costs – MJR Developments, L.L.C.]

EXHIBIT F
DEVELOPER'S REQUEST FOR COUNTY CERTIFICATION
FOR TAX INCREMENT FROM DEVELOPMENT PROPERTY

Developer must file this Request for County Certification by October 1 of the year in which it requests that the County certify its request for Tax Increment to the County by December 1 (but in no event shall this Exhibit F be submitted to the County after October 1, 2023). Please note, the County will certify in the year Developer submits this form. **The County's certification will set the base year and start the time for expiration for this portion of the Urban Renewal Area.** If Developer has any questions regarding the timing of the submission of this form, it should seek legal counsel of its choosing.

The Developer requests that the County certify its request for Tax Increment to the County by December 1, 20____ for the first phase of the Big Creek Valley Subdivision Plat 1:

(check yes or no): yes _____ no _____.

Signed this _____ day of _____, 20__.

MJR DEVELOPMENTS, L.L.C.,
an Iowa limited liability company

By: _____
Jarrod Ruckle, President

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 20__, before me the undersigned, a Notary Public in and for said State, personally appeared Jarrod Ruckle, to me personally known, who, being by me duly sworn, did say that he is the President of MJR Developments, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jarrod Ruckle, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

Address to or deliver personally to Polk County, Iowa, 111 Court Avenue, Des Moines, IA 50309; Attn: County Administrator.

[Signature page to Developer's Request for County Certification – MJR Developments, L.L.C.]

Project Name: _____

EXHIBIT G
FORM OF PERFORMANCE AND MAINTENANCE BOND

SURETY BOND NO. _____

PERFORMANCE AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal”) and _____, as Surety are held and firmly bound unto the **City of Polk City, Iowa**, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the ___ day of _____, _____, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

Public Improvements means the infrastructure improvements to be completed by Developer on the Development Property under this Agreement which will be dedicated to the City, including but not limited to streets, water mains, storm sewer, gas and electric utilities and sanitary sewer within the right-of-way to be dedicated to the City as described and depicted in the Construction Plans, Exhibit B and Exhibit B-1 attached to this Agreement.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under

Project Name: _____

the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

3. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred

Project Name: _____

by the Owner including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense.

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

The Contractor, the Surety and Owner agree that any and all defects that may develop in the work to be performed under the Contract or Contract Documents within the period of four (4) years from the date of acceptance of work under the Contract shall be conclusively presumed to be a result of defects in workmanship or materials used in the performance of the Contract and this presumption can only be overcome by the Contractor or the Surety establishing that the defect is the result of some other cause, by clear, convincing and satisfactory evidence. Evidence is clear, convincing and satisfactory if there is no serious or substantial uncertainty about the conclusion to be drawn from it.

Notwithstanding any language contained in the Contract, the Contract Document or herein to the contrary, within 5 days of receipt of Notice of Default and Demand for Payment

Project Name: _____

from Owner, the Surety shall make payment to the Owner in the full amount demanded (up to the full amount of this Bond), without question, without reservation or regard to the Principle's position regard to the merits of the Owner's Notice of Default and Demand for Payment, and without regard to the Principal's claim, if any, against the Owner. Any failure to tender said payment within said time period shall constitute a willful violation of this Bond by the Surety. In the event that the payment is not made within 5 days of receipt of Notice of Default and Demand for Payment, the Surety and the Principal shall be jointly and severally responsible to Owner or the amount demanded in the Notice of Default and Demand for Payment (up to the full amount of the bond) and all the Owner's "outlay and expense" and costs, including but not limited to attorney fees, resulting from or associated with any collection activities and any litigation related to the Bond, the Contract or Contract Documents, or against the Principle or the Surety.

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

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

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

Project Name: _____

Witness our hands, in triplicate, this _____ day of _____, 20__.

<p>Surety Countersigned By:</p> <p>_____</p> <p>Signature of Agent</p> <p>_____</p> <p>Name of Resident Commission Agent</p> <p>_____</p> <p>Company Name</p> <p>_____</p> <p>Company Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>_____</p> <p>Company Telephone Number</p> <p>_____</p> <p>FORM APPROVED BY:</p> <p>_____</p> <p>Attorney for Owner</p>	<p>PRINCIPAL:</p> <p>_____</p> <p>Contractor</p> <p>By: _____</p> <p>Signature</p> <p>_____</p> <p>Title</p> <p>SURETY:</p> <p>_____</p> <p>Surety Company</p> <p>By: _____</p> <p>Signature Attorney-in-Fact/Officer</p> <p>_____</p> <p>Name of Attorney-in-Fact/Officer</p> <p>_____</p> <p>Company Name</p> <p>_____</p> <p>Company Address</p> <p>_____</p> <p>City, State, Zip Code</p> <p>_____</p> <p>Company Telephone Number</p>
---	--

Note:

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

01574456-1\19044-122

April 22, 2019

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

RE: BIG CREEK VALLEY PLAT 1
APPROVAL OF CONSTRUCTION DRAWINGS

Dear Honorable Mayor and City Council:

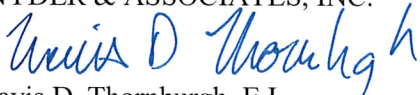
On behalf of MJR Developments, LLC, Shive-Hattery has submitted the construction drawings for the above referenced plat. These plans represent the first phase of construction for this subdivision. At this time, the developer plans to subdivide 35 single family lots. Five of these lots will front onto NW Hugg Drive while the remaining lots will front onto Timber Valley Drive and Timber Valley Circle to the south and west. The plans cover the construction of Timber Valley Drive and Timber Valley Circle along with the associated storm sewers, water main and services. The plans also include grading of one wet-bottom detention ponds and mass grading of the entire subdivision.

The revised construction drawings and Storm Water Management Plan appear to be in general conformance to SUDAS and the approved Preliminary Plat. As always, review of the construction drawings and storm water management plan by Snyder & Associates as the City Engineer is for general conformance with Polk City's Subdivision Ordinance and SUDAS only. The developer's engineer remains solely responsible for ensuring their design is fully compliant with all applicable code requirements and permits. The developer's engineer is also responsible for construction staking and ensuring all locations, grades and slopes are in conformance with said standards.

Based on all outstanding comments in our April 18, 2019 being satisfactorily addressed, we recommend approval of the construction drawings for Big Creek Valley Plat 1. This recommendation is also subject to the developer's provision of signed documents for all off-site easements prior to the start of construction. It shall be the developer's responsibility to obtain approval for all necessary permits prior to the start of applicable construction items. These permits include the Iowa DNR permits for water main and sanitary sewer construction and the NPDES Storm Water Discharge permit.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.



Travis D. Thornburgh, E.I.

CC: Don Sandor, Interim City Administrator
Mike Schulte, Public Works Director
Laura C. Lamberty, P.E., Snyder & Associates
Jarrod Ruckle, MJR Developments, LLC.
Kelsey Scallon, Shive-Hattery
Chris Bauer, Shive-Hattery

RESOLUTION NO. 2019-31

**A RESOLUTION APPROVING THE CONSTRUCTION DRAWINGS FOR
PUBLIC IMPROVEMENTS FOR BIG CREEK VALLEY PLAT 1**

WHEREAS, Shive-Hattery, on behalf of Jarrod Ruckle and MJR Development, has submitted the Construction Drawings for Public Improvements associated with Big Creek Valley Plat 1, 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 appear to be in general conformance with Polk City's Subdivision Regulations, SUDAS and the approved Preliminary Plat for Big Creek Valley; 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 requirements and permits; and

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

WHEREAS, the City Engineer and City Administrator have reviewed said Construction Drawings for Public Improvements and recommended their approval subject to all outstanding comments in Snyder & Associates April 18, 2019 Memorandum being satisfactorily addressed.

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 Big Creek Valley Plat 1.

PASSED AND APPROVED the 22nd day April 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2019-31

**A RESOLUTION APPROVING THE CONSTRUCTION DRAWINGS FOR
PUBLIC SANITARY SEWER AND WATER MAIN IMPROVEMENTS FOR BIG
CREEK VALLEY PLAT 1**

WHEREAS, Shive-Hattery, on behalf of Jarrod Ruckle and MJR Development, has submitted the Construction Drawings for Public Improvements associated with Big Creek Valley Plat 1, including but not limited to grading, street paving, assessable sidewalk ramps along with associated storm sewers, sanitary sewers, water main and services; and

WHEREAS, the portion of said Construction Drawings covering public sanitary sewer and water main improvements appear to be in general conformance with Polk City's Subdivision Regulations, SUDAS and the approved Preliminary Plat for Big Creek Valley; 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 requirements and permits; and

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

WHEREAS, the City Engineer and City Administrator have reviewed said Construction Drawings for Public Improvements and recommended approval of that portion of the construction drawings related to sanitary sewer and water main construction only.

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 Public Sanitary Sewer and Water Main Improvements only associated with Big Creek Valley Plat 1.

PASSED AND APPROVED the 22nd day April 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

ENGINEERING SERVICES AGREEMENT

This agreement made between The City of Polk City, Iowa

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

2019 Street Repairs Project

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

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

See Attached Exhibit "A"

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

See Attached Exhibit "A"

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

See Attached Exhibit "A"

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

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THIS PAGE.

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

FOR CLIENT

City of Polk City, Iowa
CLIENT NAME

DATE

FOR SNYDER & ASSOCIATES, INC.

DATE

ROUTE EXECUTED COPY TO: Kathleen Connor

TERMS AND CONDITIONS

1. The ENGINEER intends to render its services under this agreement in accordance with the generally accepted professional practices for the intended use of the PROJECT.
2. Upon full payment of all monies due to ENGINEER under the terms of this agreement, the ENGINEER grants to CLIENT a nonexclusive license to reproduce the ENGINEER'S final certified copy of the Instruments of Service, if any, solely for purposes of designing, administering, using and maintaining the Project.
 - 2.1 ENGINEER agrees to allow transfer of its electronic media file(s) to the CLIENT, CLIENT understands and agrees that as a condition precedent, it will sign the ENGINEER'S "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file. A copy of the "Electronic Media Transfer Agreement" will be made available to CLIENT upon CLIENT'S request.
 - 2.2 All reports, plans, specifications, designs, field data, notes, drawings, computer files, construction documents and other documents and instruments prepared by the ENGINEER, if any, are acknowledged by CLIENT to be instruments of service and shall remain the property of the ENGINEER. Unless otherwise provided, ENGINEER shall retain all common law, statutory and other reserved rights, including copy rights.
 - 2.3 The CLIENT shall not reuse or make any modification to the Instruments of Service without the prior written consent of the ENGINEER.
 - 2.4 OWNERSHIP OF DOCUMENTS – All final documents and electronic media (hereinafter referred as "documents") pertaining to the PROJECT prepared under this agreement, including but not limited to survey, reports, design plans, specifications and special studies shall become the property of the CLIENT upon completion or termination of the services and full and final payment to the ENGINEER. The ENGINEER may make copies of these documents for their records. The ENGINEER will not be responsible for any claim, liability, or other costs arising out of any unauthorized reuse or modification to the documents from, or through, the CLIENT without written authorization of the ENGINEER.
3. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.
4. **CONSTRUCTION OBSERVATION.** If Construction Observation is included in the scope of services, the ENGINEER shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the CLIENT and the ENGINEER, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of Contractor's work but rather are to allow the ENGINEER, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the construction Contract Documents.
 - 4.1 Based on this general observation, the ENGINEER shall keep the CLIENT informed about the progress of the Work and shall endeavor to guard the CLIENT against deficiencies in the Work.
 - 4.2 Construction Observation will follow the "Critical Path" services as outlined in Exhibit "B" attached to this Agreement. If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request that such services be provided by the ENGINEER as Additional Services on a Work Order or as Additional Services by way of a Change Order.
 - 4.3 The ENGINEER shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Contract Documents.
 - 4.4 The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Construction Contract Documents or any applicable laws, codes, rules or regulations.
5. Any Opinion of the Construction Cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and material or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the CLIENT.
6. The CLIENT will require any Contractor or Subcontractor performing work in connection with drawings and specifications produced under this agreement to hold harmless, indemnify and defend the CLIENT and the ENGINEER their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damages arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the construction contract documents.
7. Normal and customary engineering and related services do not include services defined as Additional Services. Additional Services shall be performed as requested in writing by the CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the Standard Fee Schedule attached hereto or as set forth in a written Scope of Services defined by the CLIENT and the ENGINEER.

8. The ENGINEER shall maintain insurance to protect the ENGINEER from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the ENGINEER is legally liable. The minimum amounts and extent of such insurance is as follows:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
1. Worker's Compensation	Statutory
Bodily Injury by Accident	\$500,000 each Accident
Bodily Injury by Disease	\$500,000 each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
2. Commercial General Liability	
Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit
3. Business Auto Liability	
Bodily Injury (including death) And Property Damage	\$1,000,000 Combined Single Limit
4. Professional Liability	\$1,000,000 per claim \$1,000,000 annual aggregate

- 8.1 Policies providing the insurance specified in number 2 and 3 above may be endorsed to include CLIENT as an additional insured upon CLIENT'S request. CLIENT shall pay for any additional premium charged by the insurer for this endorsement.
- 8.2 All policies may include, upon CLIENTS request, a provision restricting the right of the insurer to cancel such coverage except upon written thirty (30) day's notice to CLIENT.
- 8.3 Certificates evidencing the coverage above shall be delivered, upon CLIENT'S request, to CLIENT prior to performing any Services under this Agreement.
9. Any direct expenses in connection with submittal of fees to any and all regulatory agencies required by the PROJECT shall be paid for directly by CLIENT. Any and all soils or other testing and analysis performed by an independent testing laboratory shall be billed directly to the CLIENT for payment.
10. All services performed on an hourly basis shall be performed in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.
11. If the CLIENT fails to pay the undisputed portion of the ENGINEER'S invoices within 30 days of presentation, the ENGINEER shall cease work on the project and the CLIENT shall waive any claim against the ENGINEER, and shall defend and hold the ENGINEER harmless from any claims for loss resulting from cessation of service. In the event of remobilization, the CLIENT and ENGINEER shall renegotiate appropriate terms and conditions of the AGREEMENT, such as those associated with budget, schedule or scope of service. In the event any bill or portion thereof is disputed by the CLIENT, the CLIENT shall notify the ENGINEER within ten (10) days of receipt of the invoice in question, and the CLIENT and ENGINEER shall work to resolve the matter within sixty (60) days of notification by the CLIENT of the dispute. If resolution is not attained within sixty (60) days, either party may terminate this AGREEMENT, in accordance with the Termination Section of this AGREEMENT.
12. The ENGINEER or CLIENT may, after giving seven (7) days written notice to the other party, terminate this agreement and the ENGINEER shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.
13. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses. It is further agreed that any legal action between the Client and the Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
14. Neither the CLIENT nor the ENGINEER shall delegate, assign, or otherwise transfer his duties under this agreement without the written consent of the other.
15. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
16. ENGINEER shall not be responsible or liable for compliance with any storm water discharge requirements at the site, if any, other than the preparation of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial storm water pollution prevent plan (SWPPP) for the site.

**EXHIBIT ‘A’
POLK CITY: 2019 STREET REPAIRS PROJECT**

CLIENT: CITY OF POLK CITY

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

PROJECT: TO PROVIDE ENGINEERING SERVICES RELATED TO PREPARATION OF CONSTRUCTION DOCUMENTS AND PROVISION OF BID PHASE AND CONSTRUCTION PHASE SERVICES FOR THE ABOVE PROJECT.

DATE: APRIL 22, 2019

SCOPE OF SERVICES:

A. BASIC SERVICES:

1. Street Repair

- a. The street repairs on the project include sixteen (16) locations where denoted on Exhibit “C” and as briefly described below:
 - Location 1: Lyndale Drive: PCC patching and sanitary sewer manhole repair in front of 1208.
 - Location 2: Westside Drive: PCC patching, rout and sealing, and sanitary sewer manhole repair in front of 1317.
 - Location 3: Westside Drive: PCC patching and sanitary sewer manhole repair in front of 1225.
 - Location 4: Intersection of Washington and Hillcrest: PCC patching and sanitary sewer manhole repair.
 - Location 5: Tyler Street: PCC patching and sanitary sewer manhole repair in front of 409.
 - Location 6: Westside Drive: PCC patching and storm sewer boxout and/or structure repair in front of 1210.
 - Location 7: Lyndale Drive: PCC patching and storm sewer boxout and/or structure repair in front of 1101.
 - Location 8: Lyndale Drive: PCC patching and storm sewer boxout and/or structure repair in front of 1005.
 - Location 9: Tyler Street: PCC patching and storm sewer boxout and/or structure repair in front of 402.
 - Location 10: Washington Avenue: PCC patching and storm sewer boxout and/or structure repair in front of 1400.
 - Location 11: Southside Drive: PCC patching and storm sewer boxout and/or structure repair in front of 110.
 - Location 12: N. Trace Drive: PCC patching, rout and sealing, and storm sewer boxout and/or structure repair in front of 550.
 - Location 13: North Drive: PCC patching and storm sewer boxout and/or structure repair in front of 1121.
 - Location 14: Ridge Court: PCC patching, rout and sealing, and storm sewer boxout and/or structure repair in front of 1700.
 - Location 15: N. Parker Boulevard: PCC patching and storm sewer boxout and/or structure repair in front of 109.
 - Location 16: Marina Cove Drive: PCC patching and rout and sealing in front of 230.
- b. The Engineer will prepare a staging plan to maintain 1-way traffic through the street repair locations.

- c. The project includes 16 locations throughout Polk City identified by City Staff. The Engineer will mark locations for repair or replacement in the field with spray paint. City Staff will review and approve repair locations. The Engineer will make field measurements for plan preparation.
- 2. The Engineer will provide project administration as required for this project.
- 3. The Engineer will prepare construction documents for the above described improvements. These documents include construction drawings, form of contract, and technical specifications.
- 4. The Engineer will prepare an Opinion of Probable Construction Cost for the project.
- 5. The Engineer will provide bid phase services, including advertising, bid letting, bid tabulation, and making a recommendation to the City Council regarding award.
- 6. The Engineer shall provide 3 copies of the construction drawings for review by City staff. The Engineer shall supply the necessary documents to bidders for letting purposes.
- 7. The Engineer will attend one meeting with City Staff and City Council meetings as required.

B. CONSTRUCTION PHASE SERVICES:

Upon award of the construction contract, the Engineer shall provide services as follows:

- 1. Construction administration for the project as outlined in Exhibit “B”, including conducting a preconstruction conference with the contractor and staff, reviewing and processing applications for partial payment, reviewing shop drawings, preparing change orders for approval by the City. Upon completion of the project in substantial conformance to the approved construction documents, the Engineer shall recommend acceptance of the project.
- 2. All patching locations are small enough where staking is not required.
- 3. Construction observation services for the project based upon Snyder & Associates standard scope of services for critical path construction observation services as outlined in Exhibit “D”.

C. ADDITIONAL SERVICES:

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which Snyder & Associates, Inc. could perform upon request.

- 1. Assessment Plats and Schedules
- 2. Easement Plats and/or Acquisition Plats
- 3. Right-of-way services
- 4. Submittal fees and/or permit fees to any and all regulatory agencies.
- 5. NPDES permit application fees (if required)
- 6. Street lighting design
- 7. Client requested major revisions
- 8. Utility company locates

D. FEES:

The fees for Engineering Services shall be as described below.

1. Basic Services:		
a. Project Administration	\$ 2,000	
b. Final Design and Plans	\$ 3,500	
c. Bid Phase Services	<u>\$ 2,000</u>	
Lump Sum Fee for Basic Services		\$7,500

2.	Construction Phase Services:		
a.	Construction Administration	\$ 2,000	
b.	Construction Staking/Marking	\$ 1,200	
c.	Construction Observation	<u>\$ 7,500</u>	
	Lump Sum fee for Construction Phase Services		<u>\$10,700</u>
		TOTAL FEE	\$18,200

Exhibit "B"

SNYDER & ASSOCIATES, INC. CONSTRUCTION ADMINISTRATION SERVICES FOR POLK CITY PUBLIC IMPROVEMENT PROJECTS

Upon the OWNER's award of the construction contract, the ENGINEER shall perform the following construction administrative services during construction of the project:

General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions of the construction contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER dealings with Contractor to the extent provided in the Agreement and said General Conditions except as otherwise provided in writing.

Pre-construction Conference The ENGINEER shall arrange and conduct a pre-construction conference for the project with the Contractor and OWNER to review the contract requirements, details of construction, and work schedule prior to commencement of construction.

Periodic Site Observation Refer to Exhibit "D" for Critical Path Construction Observation requirements for Polk City Public Improvement Projects. The ENGINEER shall make periodic visits to the construction site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the ENGINEER in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the ENGINEER, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The ENGINEER shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

During the Construction Services Phase, based on the general observation described in the paragraph above, the ENGINEER shall keep the OWNER informed about the progress of the Work. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

Contractor Payment Requests The ENGINEER shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.

Notification of Non-conformance The ENGINEER shall notify the OWNER of any known work which does not conform to the construction contract, make recommendations to the OWNER for the correction of non-conforming work and, at the request of the OWNER, see that these recommendations are implemented by the contractor.

Clarifications, Interpretations and Field Orders The ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Shop Drawings The ENGINEER shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor.

Substitutes and "or-equal" The ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" material and equipment proposed by Contractor.

Change Orders The ENGINEER shall negotiate and prepare change orders for approval of the OWNER.

Testing The ENGINEER will coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory retained by the Contractor. The ENGINEER's review of such testing and certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such observations, tests, or approvals comply with the requirements of the Contract Documents. The ENGINEER shall be entitled to rely on the results of such tests.

Substantially Complete and Final Site Observation The ENGINEER shall perform a site observation to determine if the project is substantially complete according to the plans and specifications, prepare a punchlist and make recommendation on final payment upon completion of punchlist items.

- The ENGINEER shall receive and review maintenance and operating instructions, schedules and guarantees and transmit to OWNER.
- If the Contractor exceeds the estimated working days in completing construction of the project, or if change orders or project additions require additional working days, the ENGINEER will be compensated for administration, construction observation and staking services based on established hourly rates and fixed expenses outlined in the ENGINEER's Standard Fee Schedule.

Final Acceptance It is understood that the OWNER will accept any portion of the project only after recommendation by the ENGINEER. Final acceptance of the project by the OWNER shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the ENGINEER for his liability of design.

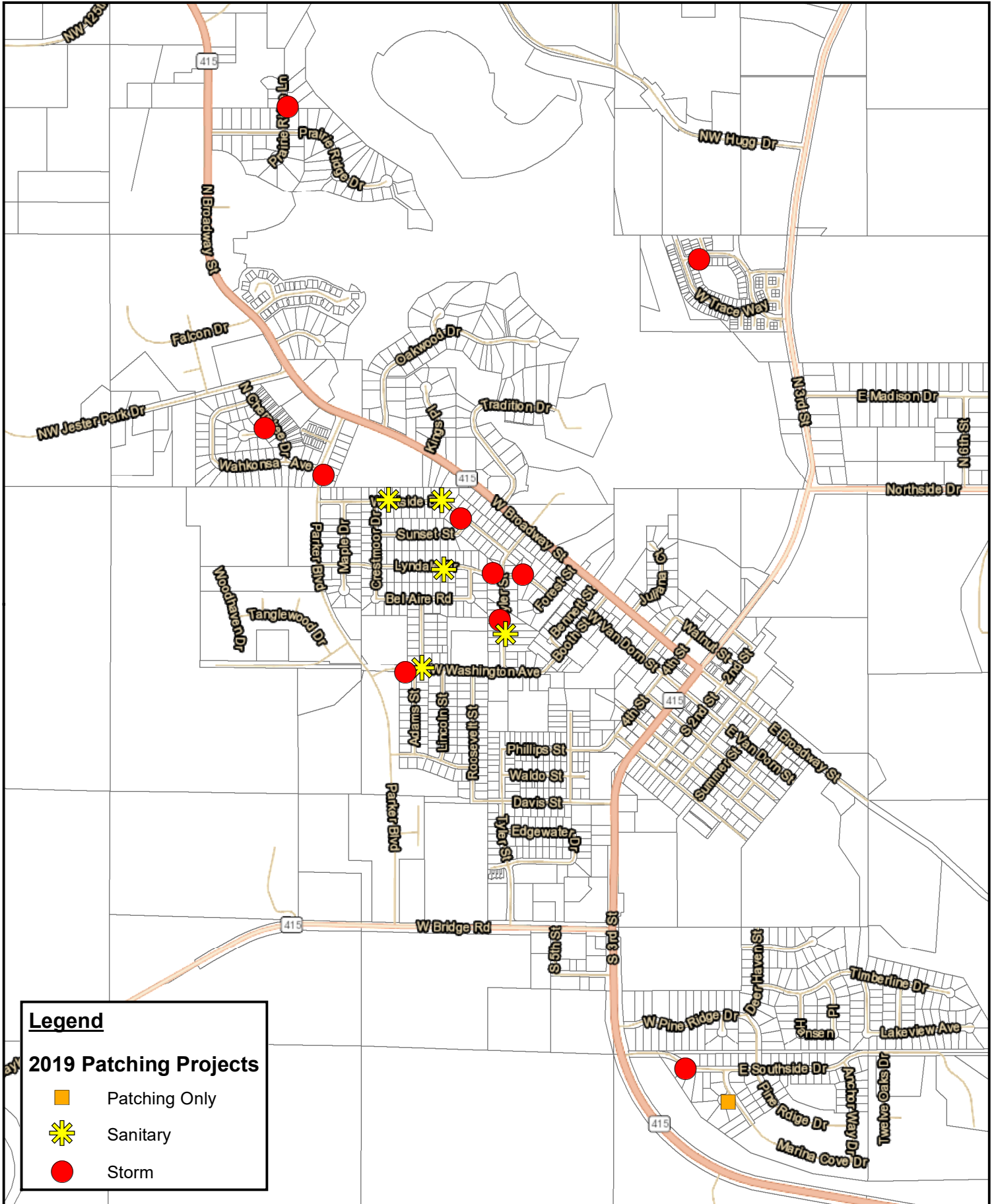


EXHIBIT "D"

Polk City Public Improvements Projects Critical Path Construction Observation

COORDINATION WITH CITY:

1. Construction Observer (Observer) will attend Preconstruction Meeting and subsequent weekly field meetings during construction.
2. Observer reserves the right to reject any inappropriate or damaged materials delivered to, or observed on the site. Observer will notify the Contractor of any inappropriate or damaged materials that need to be removed from site and not be incorporated in the project.
3. If Observer or Project Engineer observes, or has reason to believe, the Contractor's construction methods or materials used does not meet the contract documents, the Project Engineer will immediately notify the City to determine the appropriate corrective measure(s) to be taken. This may include the City directing the Contractor to stop work until the appropriate corrective measure(s) is determined.

PUBLIC COORDINATION:

1. Verify Contractor is providing notice to residents for driveway replacement, lane closures, access modifications, temporary water shut offs, and saw cutting operations.
2. Document time spent with property owners, what was discussed and keep Deb Beck informed of these discussions.

SUBMITTALS AND SHOP DRAWINGS:

1. Review with Contractor what the Soils Report recommendations are.
2. Verify that approved Shop Drawings match for City utilities and structures installed with the Project.
3. Verify materials match contract documents for Project.

DOCUMENTATION AND TESTING:

1. Complete Daily Diary of construction operations. Document type of work and location, quantities and any problems or changes encountered. Be sure to include date and Observer's name for each diary entry.
2. Complete Weekly Working Day Report and submit to Deb Beck for approval by Friday of same week. After approved, Deb will submit report to Project Engineer by Monday of following week.
3. Measure contract quantities and submit quantities to Deb Beck on the last day of the month. After quantities are approved, Deb will submit them to Project Engineer for pay applications.
4. Observe and document all specified testing. Complete Test Results log for any testing observed. Even failing tests should be entered in log. Include date of each test and your initials in the By column.
5. Observe and document all corrective measures for failed tests and all retesting.
6. Work with Deb Beck to maintain project file of material submittals, shop drawings, log book, and test results.

EXHIBIT “D”

7. Observe traffic control devices daily. Deficiencies noted in traffic control should be brought to the attention of the Contractor. Traffic control must utilize MUTCD and SUDAS.
8. Review hard copies or emails of test reports to confirm this information matched field results. Document test locations on plan and profile sheets. Organize test reports for the file.

DENSITY (COMPACTION) TESTING:

1. Construction Observer will determine the location of testing.
2. Additional testing may be required by the Project Engineer in the event of non-compliance or if conditions change.
3. Test Failure and Retesting: Rework, recompact, and retest as necessary until specified compaction and moisture content is achieved in all areas of the trench. In the event of failed tests, the Project Engineer may require retesting as deemed necessary.

MOISTURE CONTENT and DENSITY:

1. Ensure that moisture content falls within a range of optimum moisture to 4% above optimum moisture or as stated in contract documents and contract documents.
2. Compact cohesive soils to no less than 95% of maximum Standard Proctor Density.

TRENCH COMPACTION TESTING FREQUENCY AND LOCATIONS:

1. Perform testing of the final utility trench backfill, beginning at a depth of 2 feet above the top of the pipe for ALL pipes, as follows:
For each 2 vertical feet of consolidated fill, provide tests at a maximum horizontal spacing of 200 feet **and** at all street crossings. (SUDAS 3010 3.06)
 - At 200' max spacing
 - At each street crossing
 - **Each trench/pipe** crossing including services.

SUBGRADE PREP TESTING FREQUENCY:

1. Urban Section: Provide one test per lift per 150 feet. If section is less than 300 feet, perform at least two tests per lift.

EMBANKMENT, FILLS AND SHOULDER BACKFILL TESTING FREQUENCY:

1. Urban Section: Provide one test per lift per 150 feet. If section is less than 300 feet, perform at least two tests per lift.
2. Rural Section: Provide one test for each 500 cubic yards of material placed, with at least two tests per lift.

EXHIBIT "D"

GRADING:

1. Spot check once per week when Contractor is working. (SUDAS Division 2)
2. The Observer will coordinate locations of density tests with Contractor and review testing results by Contractor's laboratory.
3. Review contract documents and soils report for changes in site conditions.
4. Alert Deb Beck if material differs from soil borings or appears unstable, to facilitate appropriate mediation.
5. Observe the finished surfaces, contours and slope-rounding for appearance, that drainage is consistent with contract documents and other requirements.

PIPE INSTALLATION:

1. Observe pipe storage and handling. Check pipe condition. Reject all damaged materials. (SUDAS 4010 & 4020)
2. Observe surface drainage and erosion control provisions.
3. Check maximum trench width, line and grade. Verify correct bedding procedures are used.
4. Check support and protection of existing utilities.
5. Observe groundwater conditions.
6. Observe bedding, pipe laying, jointing and backfill.
7. Observe that abandoned pipes or pipe stubs are capped as per contract documents. (SUDAS 2010 1.08 K)
8. Coordinate locations of density tests with Contractor. Review testing results by Contractor's laboratory.
9. Reconnect all encountered field tile or, if possible, tie them into storm sewer system.
10. Lot services ends are marked with 2x4 below ground and fence post above ground.
11. Lot service utility locations must be referenced to a lot corner.
12. Remind Contractor to securely fence off open trenches at the end of days work.
13. Coordinate trench compaction locations and documentation with Contractor. Review trench compaction reports and notify Deb Beck of failed test results.

SANITARY SEWER:

1. Spot check daily during trenching, pipe laying, structure installation and trench backfill. (SUDAS 4010)
2. Spot check daily during installations of sanitary services. (SUDAS 4010 2.04)
3. Review manhole castings for compliance with the contract documents. (SUDAS 6010)
4. Must be present during initial sanitary sewer video inspection. Video inspection not to be done until after backfill completed, but prior to paving. Run sufficient water through the pipe to saturate low spots. Record and report sanitary sewer video separately from storm sewer video. (SUDAS 4060 3.03)
5. Observe sanitary sewer low pressure air testing. (SUDAS 4060.02)
6. Observe sanitary sewer vacuum testing of manholes. (SUDAS 4060.03)
7. Observe sanitary sewer deflection (mandrel) testing. (SUDAS 4060 3.05) This should wait 30 days from installation of sanitary sewer.
8. Observe proper installation of specified manhole infiltration barriers. (SUDAS 6010 3.01 K)

EXHIBIT “D”

WATER MAIN:

1. Spot check daily during trenching, bedding, pipe lying, and trench backfilling. (SUDAS Division 5)
2. Observe concrete thrust blocks before trench backfilling can begin. (SUDAS FIGURE 5010.101)
3. Observe the installation of trace wire. (SUDAS FIGURE 5010.102)
4. Periodic observation is required during installation of water services.
5. Review valve and hydrant locations. Review valve operation during walk through.
6. Full time observation is required for pressure and leak testing. (SUDAS 5030 3.05)
7. Observe drawing of bacteria samples. Contractor is responsible for delivering samples to lab. (SUDAS 5030 3.06)
8. Apply polyethylene wrap to all iron pipe, valves, fire hydrants and fittings. (SUDAS 5020 3.01 B)
9. Contractor to notify City before operating valves or flushing water main.

STORM SEWER

1. Spot check daily during trenching, bedding, pipe lying, setting manholes and trench backfilling. (SUDAS Division 4)
2. Spot check daily during installations of sump services. (SUDAS 4040 3.03)
3. Observe cast-in-place manhole and intake construction prior to concrete placement. Check base and wall forms for depths, thickness and reinforcing steel type, size and placement. Check concrete truck tickets for approved concrete mix and batched time (90 minutes to unload). (SUDAS 6010 3.02)
4. Must be present during initial storm sewer video inspection. Record and report storm sewer video separately from sanitary sewer video. (SUDAS 4060 3.03)

SUBGRADE PREP:

1. Spot check twice per day for specified subgrade prep methods and also check paving hubs for correct elevation of prep areas. (SUDAS 2010 & 7010 3.02)
2. Check for proper depth of subgrade lifts prior to proof rolling.
3. Contractor to excavate and stockpile the top 6 inches of subgrade. Scarify, mix and re-compact the next 6 inches of subgrade. Replace, mix, and compact the top 6 inches of subgrade. (SUDAS 2010 3.06 A)
4. S&A will attend proof roll and observe with Geotechnical Consultant and Contractor. (SUDAS 2010 3.06 B)
5. S&A to determine locations for density tests and observe testing. (SUDAS 2010 3.09 C)
6. Walk the grade to check for visible soft spots and boulders (rocks 3” and larger). (SUDAS 2010 3.06 A)
7. Watering of finished subgrade may be required to preserve subgrade moisture. (SUDAS 7010 3.02 B)
8. Decision responsibilities for remedies to soft spots in subgrade prep (fly ash, reinforced sections, etc) belong to the design Engineer with City consulted for approval.
9. Contractor responsible for protection of prepared subbases and subgrades.

EXHIBIT "D"

PAVING:

1. Pre-pour meeting required before paving commences.
2. Periodically check the trimming operation. (SUDAS 7010 3.02 B)
3. Check grade stakes and string lines to verify they are set to the correct height.
4. After trimming check again for boulders and soft spots in subgrade.
5. Check box outs for correct locations and type.
6. Review with Contractor manholes to be brought to finish grade or to be protected.
7. Observe reinforcing steel placement. (SUDAS 7010 3.02 E)
8. Full-time observation is required during paving operation.
9. Observe paving process, finishing methods and curing. (SUDAS 7010 3.02 F, G & H)
10. Assure concrete is transported, mixed and placed per specification and plan. (SUDAS 7010 3.07)
11. White pigment cure to be sprayed on pavement regardless of weather. (SUDAS 7010 3.02 I)
12. Conduct air tests, slump tests and mold test cylinders (or observe if testing is being done by a geotechnical consultant). Ensure that the minimum frequency of these tests is being met.
13. Check concrete delivery tickets for correct mix design. Be aware of batching time shown on tickets. Allow no more than 90 minutes for concrete to be unloaded from mixer. Note water added on-site to tickets. (SUDAS 7010 3.07)
14. Consolidate all hand pours with vibrators and smooth with a straightedge. (SUDAS 7010 3.01)
15. Spot check pavement saw cutting for correct joint type, locations, depths and widths. (SUDAS 7010 3.02 J)
16. Spot check joint cleaning and sealing operation. (SUDAS 7010 3.02 K)
17. Back plaster all hand poured curbs, observer to verify before backfill can be done.
18. Back of curb backfill shall be done in a timely manner with suitable material and compacted properly. (SUDAS 7010 3.02 L)
19. Contractor should have weather protection (rain or cold) on-site. (SUDAS 7010 3.05)
20. Contractor to provide truck wash outs.

EXHIBIT "D"

21. Observer will mark the pavement thickness core locations and observe coring operations.

PCC Pavement Testing Requirements:

Slump and Air tests – frequency **1/200 CY or minimum 1/day**

Air target (machine-place) 8.0%, Tolerance +/-2%.

Air target (hand-pour) 7.0%, Tolerance +/-1.5%.

If any test fails: reject truck, immediately notify Contractor to inform concrete plant, make adjustments and retest until 2 successive loads pass.

Maturity testing or strength testing to open pavement to traffic-frequency **1 set of 3** cylinders required for verification.

6" Cylinders – frequency **3/500 CY** or **minimum two sets/day** (when not using maturity testing)

PCC Strength: Contractor responsible for test cylinder's weather protection and transportation to lab. Cylinders should be delivered to lab within 24 hours. Notify Deb Beck if cylinders remain on-site after 24 hours.

PCC Thickness Testing: 4" diameter core taken at locations marked by S&A, **1core/1,000 SY or 3 cores/project.** Contractor is responsible to deliver cut cores to lab for thickness index.

SIDEWALKS, TRAILS & HANDICAP RAMPS:

1. Spot check daily when forming sidewalks and trails. Check that the grade depth, widths between forms, offset to back of curb and stakes comply with contract documents. (SUDAS 7030 3.04, 7030.20)
2. Full-time observation is required when pouring sidewalks and trails.
3. Consolidate with vibrators and smooth by use of straightedge. (SUDAS 7030 3.04 B)
4. Detectable warning panels (truncated domes) shall be grey in color for sidewalks and red in color for trails.
5. Determine plan compliance of sidewalks and ramps via the use of a digital smart level after construction. Shall be within the tolerances specified in contract documents. Check & document slopes of perpendicular curb ramp (8.3% maximum), turning space (2% maximum) and parallel curb ramp (note 4) as it ties into standard sidewalks. (SUDAS FIGURE 7030.205 and 7030.206). Check and document cross slopes of sidewalks at each driveway and every 200 feet of sidewalk. (target cross slope of 1.5% with a maximum cross slope of 2.0% including sidewalk through driveways) (SUDAS FIGURE 7030.102, 7030.201)
6. All sidewalks should be sprayed with white pigment cure regardless of weather. (SUDAS 7030 3.04 D)

ACCEPTANCE:

1. Attend walk through, assist City, Project Engineer, and Contractor in generating punch list of completion items for acceptance.
2. Verify Contractor has completed items on punch list.

SNYDER & ASSOCIATES, INC.
2019-20
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way, Graphic Designer</i>	
Principal II	\$208.00 /hour
Principal I	\$197.00 /hour
Senior	\$177.00 /hour
VIII	\$163.00 /hour
VII	\$155.00 /hour
VI	\$148.00 /hour
V	\$138.00 /hour
IV	\$128.00 /hour
III	\$116.00 /hour
II	\$106.00 /hour
I	\$93.00 /hour
Technical	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$125.00 /hour
Senior	\$119.00 /hour
VIII	\$111.00 /hour
VII	\$103.00 /hour
VI	\$92.00 /hour
V	\$82.00 /hour
IV	\$76.00 /hour
III	\$64.00 /hour
II	\$56.00 /hour
I	\$48.00 /hour
Administrative	
II	\$64.00 /hour
I	\$52.00 /hour
Reimbursables	
Mileage	<i>Current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>



HINSON CONSULTING, LLC

LOCAL GOVERNMENT HIRING, PLANNING & FINANCE

Proposal

April 15, 2019

To: Mr. Don Sandor, Interim City Administrator, Polk City, Iowa

Brent Hinson
Hinson Consulting, LLC

Re: City Administrator Search Assistance

Dear Don:

It is our understanding that you are currently working as Interim City Administrator in Polk City, and that the City would like to fill the position permanently, in an expeditious manner. We believe Polk City is well-positioned to be successful in this endeavor by utilizing our services in a limited manner, rather than our usual full search process.

As you know, Mark Jackson and I are both active practitioners in the field of city management, in addition to our consulting work. We believe this unique positioning allows us to leverage an extensive network of contacts in a way that most full-time search consultants cannot. Selecting the appropriate person as City Administrator is one of the most important decisions a Council will make, and we have developed an abbreviated process that will still give Polk City the best chance possible of finding the perfect fit.

Our Team

Consultant **Brent Hinson** has worked in city government for 16 years, having served as Finance Director/City Clerk in Iowa Falls, Iowa; City Administrator in Garner, Iowa; and since 2011 in his current position of City Administrator in Washington, Iowa. Brent has

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owned and operated his own consulting firm, Hinson Consulting, LLC since 2014, often working alongside well-known search consultant Patrick Callahan. He is a past Iowa League of Cities Board member and speaker at League and ICMA conferences.

Consultant **Mark A. Jackson** has worked in city government for 28 years, first as the Village Manager in Homer, Michigan, and since 1993, as the City Administrator in Story City, Iowa. Mark is an adjunct instructor for Iowa State University and Grand View University. He also has provided consulting services upon request by cities for the past 15 years. He is a past Iowa League of Cities Board member.

Our Experience

One or both of us has assisted with the following city administrator/manager searches in Iowa in recent years:

- Garner City Administrator (2011)
- Fairfield City Administrator (2014)
- Treynor City Manager (2015)
- Centerville City Administrator (2016)
- Tipton City Manager (2017)
- Bloomfield City Administrator (2017)
- Anamosa City Administrator (2017)
- Britt City Administrator (2018)
- Carlisle City Administrator (2018)
- Sheldon City Manager (2018)
- Peosta City Administrator (2018)
- Garner City Administrator (2019)
- Algona City Administrator (2011)
- Tiffin City Administrator (2015)
- Forest City Administrator (2016)
- Ely City Administrator (2016)
- West Branch City Administrator (2017)
- Central City Administrator (2017)
- Fairfield City Administrator (2017)
- Mason City Administrator (2018)
- Keokuk City Administrator (2018)
- Winterset City Administrator (2018)
- Webster City Manager (2019)
- Riverside City Administrator (2019)

We are also currently engaged with Callahan Municipal Consultants in a search for the Chief Operating Officer position for the NCIRSWA (Fort Dodge Landfill).

Timing & Proposed Scope of Services

We propose what will largely be a “virtual search”. This involves our physical presence only for the narrowing of candidates and for the actual interviews (we typically make anywhere from 3 to 5 physical visits per search). We will provide an advance questionnaire for elected officials and key staff to complete and return, but will not hold one on one physical meetings with each official. Finally, we would also prepare a job ad

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subject to Council approval, but not a detailed position profile as we typically do for searches. We think this plan will be workable due to the professional guidance you are able to offer and due to Polk City's excellent location, which should attract good candidates without overly "beating the bushes". We often encounter qualified candidates, particularly younger ones, that do not want to relocate from the Des Moines metro area.

Our basic proposed scope of services is:

- Prepare questionnaire for elected officials & key staff; analyze results.
- Prepare detailed job ad.
- Prepare & place advertisements on key internet sites and on targeted social media.
- Compile list of potential candidates & make contacts to gauge interest & promote the position opening.
- Receive & catalog applications (we propose creating a dedicated Gmail account for this purpose and only accepting electronic applications).
- Screen candidates; meet with Mayor and Council to narrow the most qualified applicants to a list of finalists.
- Reference checks on finalists.
- Conduct criminal and credit background checks on finalists.
- Conduct one-day formal interview process.
- Negotiations with selected candidate, including employment contract.

Assuming this scope is seems appropriate, our fee would be \$9,200.

In order to complete a successful search, you will be asked to perform the following functions:

- Respond to various information requests during the process.
- Provide input throughout the process.
- Post job advertisement on Iowa League of Cities website (free to members).
- Various coordination for interviews, including arranging tours of Polk City, refreshments for formal interview participants, etc.
- Legal review of proposed employment contract (by City Attorney).

We would plan to utilize you as Interim CA as our chief point of contact throughout the search. We will be happy to answer questions or provide suggestions for any of the

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above items. We expect to work as active partners with you throughout the process, with Polk City's satisfaction and the end result of the search as our #1 priority.

Project Schedule

As discussed above, we have constructed a condensed schedule based around a limited search scope of assistance. Please review and let us know if we need to make any adjustments.

Polk City Proposed Search Schedule

A. Phase I – Proposal Acceptance, Preliminary Work & Marketing of Position		
1. Consideration of Proposal (Consultant Hinson available by phone)	City Council	April 22
2. Questionnaires returned to consultants	City	By May 1
3. Preparation of job ad	Consultants	By May 9
4. Consideration of Authorizing Advertising for Position (Consultant Hinson available by phone)	City Council	May 13
5. Placement of Advertisements & Release of Position Profile	Consultants	By May 15
6. Emailing of Profiles/Phone Calls to Potential Candidates	Consultants	May 15-May 31
7. Deadline for Applications	-	June 5
B. Phase II – Selection Process		
8. Screening of Candidates	Consultants	June 5-9
9. Selection of Candidates for Formal Interviews (Proposed special meeting- Consultant Jackson at meeting)	Consultants/City Council	June 11
10. Contacts with Selected Finalists	Consultants	By June 12
11. Criminal & Credit Background Checks for Finalists	Consultants	June 12- June 28
12. Calls on Candidates' References	Consultants	June 12- June 28
13. Coordination of Interviews	City/Consultants	June 12- June 28
14. Actual Interviews	City/Consultants	June 29
15. Negotiations with Selected Candidate	Consultants	June 29-30
16. Approval of Offer of Employment & Employment Contract (Consultant Hinson available by phone)	City Council	July 8
17. Proposed Start Date	New CA	By August 22

PROCLAMATION



Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Jason Morse, Mayor of the City of Polk City, Iowa, do hereby proclaim April 26, 2019, as



In the City of Polk City, Iowa, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 22nd day of April 2019

Jason Morse, Mayor

Proclamation

50th ANNIVERSARY OF MUNICIPAL CLERKS WEEK

May 5 - 11, 2019

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Jason Morse, Mayor of the City of Polk City, do recognize the week of May 5 through May 11, 2019, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Jenny Gibbons, our Deputy City Clerk, Becky Leonard and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 22 day of April 2019.

Mayor Jason Morse

Attest