

Agenda
Notice of Meeting
Polk City | City Council

August 12, 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 Hearings

- a. 506 E Broadway
 - i. Public Hearing on Rezoning petition
 - ii. First Reading Ordinance 2019-1100 approving Rezoning from U-1 to R-1
- b. 2019 Street Repairs Project
 - i. Public Hearing
 - ii. Resolution 2019-78 Adopting Plans, Specifications, and Form of Contract
 - iii. Resolution 2019-79 Awarding Contract
 - iv. Resolution 2019-80 Approving Contract and Bond

5. Public Comments: This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please come to the podium and state your name and address for the record. You are requested to keep your comments to five minutes.

6. Consent Items

- a. City Council Meeting Minutes for July 22, 2019
- b. Receive and file the notes from Parks Commission Meeting scheduled for August 5, 2019
- c. Claims listing dated August 12, 2019
- d. Resolution 2019-74 setting Public Hearing on August 26, 2019 at 6pm for the proposed Voluntary Annexation of Berggren Farms
- e. Resolution 2019-75 setting Public Hearing on August 26, 2019 at 6pm for the proposed Voluntary Annexation of Miller Property
- f. Receive and file the July 2019 Water Report
- g. Professional Service Agreement with Callahan Municipal Consultants, LLC in the amount of \$1,400.00 for a Goal Setting Session with Council on October 29, 2019
- h. Temporary Site Plan application for usage of the Town Square for the annual Monster Dash to be held on October 19, 2019 from 3pm to 8pm
- i. Temporary Site Plan application for West Trace annual Block Party September 7, 2019 from 4pm-10pm
- j. Temporary Site Plan application for Oakwood Place Block Party August 30, 2019 from 4pm-10pm
- k. Receive and file the Library stat report for July 2019
- l. Receive and file Library Board Meeting Minutes for July 1, 2019

- m. Receive and file the Library Director report for July 2019
- n. Receive and file the Library 2019 Summer Reading Program Summary
- o. Leave of absence for John Mitchell from the Fire Department
- p. Adam VanderLeest retirement from the Fire Department
- q. Hire Carol Thornburg as Deputy City Clerk with a salary of \$43,000 starting August 13, 2019
- r. Hire the following individuals for the Fire Department
 - Parker Caskey – Paramedic, Part-Time and paid-on-call
 - Landon Slagle – Paramedic, Part-Time and paid-on-call
 - Matt Fitch – EMT, Part-Time and paid-on-call
 - James Gathercole – Paramedic, Part-Time and paid-on-call
 - Jenna Sherzan – Paramedic, Part-Time and paid-on-call

7. Business Items

- a. Resolution 2019-73 approving Ambulance Billing Service Agreement with Physicians Claims Company, Inc at a rate of 7.75% of claims collected
- b. 3rd and Bridge Signalization Project
 - i. Resolution 2019-76 approving Change Order No. 2 in the amount of \$9,679.80
 - ii. Resolution 2019-77 approving Pay App No. 4 in the amount of \$192,416.51
- c. First Reading Ordinance 2019-1000 repealing Chapter 9; Urban Revitalization Plan
- d. First Reading Ordinance 2019-1200 amending Chapter 41.08, Bows and Arrows
 - i. (Optional) Waive second and third reading
- e. First Reading Ordinance 2019-1300 deleting section 55.20 Prohibition on feeding of Whitetail Deer and adding new Chapter 41A, Special Bow Hunting of Antlerless Deer
 - i. (Optional) Waive second and third reading
- f. Second Reading Ordinance 2019-800 approving Rezoning Bergreen Farms from A-1 to R-1
- g. Second Reading Ordinance 2019-900 approving Rezoning Miller Property from A-1 to R-2
- h. Defer Final Reading of Ordinance 2019-700 Rezoning 301 Walnut Street from R2 to C1 until October 14, 2019 as requested by the property owner
- i. Snyder & Associates invoices for June 2019 in the amount of \$32,031.84

8. Reports & Particulars

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

9. Adjournment

--next meeting date August 26, 2019

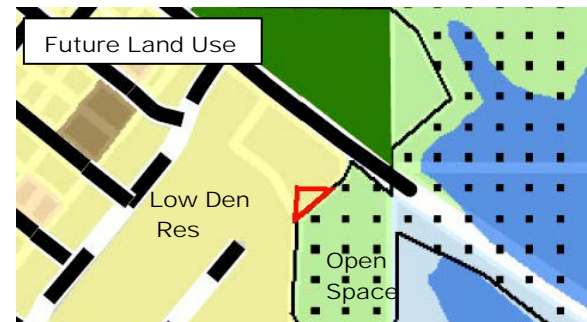
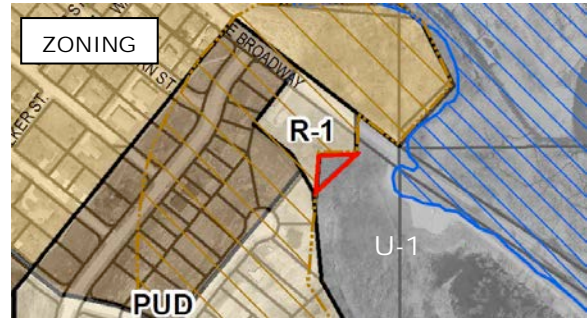
REZONING

Date: July 10, 2019
 Project: 506 E. Broadway Rezoning

Prepared by: Kathleen Connor, Planner
 Project No.: 119.0654.01

GENERAL INFORMATION:

Property Owner: Jamie & Shannon Peterson
 Location: 506 E. Broadway Street
 Current Zoning: U-1
 Requested Zoning: R-1
 Existing Land Use: Residential/Vacant
 Future Land Use: Low Density Residential
 Proposed Land Use: No Change



PROJECT DESCRIPTION:

Jamie & Shannon Peterson are interested in splitting their property for construction of a new home southeast of the existing residence. A Plat of Survey splitting the Burton property into two parcels was recorded in 1900. However, it was discovered that southeast corner of the east parcel is zoned U-1. The Peterson's have now submitted a Petition to rezone the southeast corner of their property from U-1 to R-1.

The applicant obtained consent to the rezoning from 5 of the 12 property owners within the 250' buffer area surrounding the proposed R-1 zoning district, excluding land owned by the USA – Saylorville Dam or by the City of Polk City which are considered neutral. This represents 54.2% consent, thus fulfilling the city's requirements.

The zoning, existing land use and future land use per the Comprehensive Plan of the adjacent properties is:

Adjacency	Zoning	Existing Land Use	Future Land Use
Southeast	U-1	Wildlife refuge, ponding for Saylorville dam	Open Space
North	R-1	Single Family Residential, vacant	Low Density Residential
West	R-1	Single Family Residential, vacant	Low Density Residential

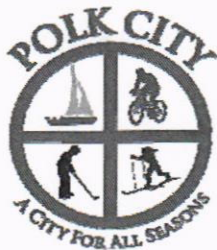
REVIEW COMMENTS:

All review comments on the rezoning and legal description have been addressed.

RECOMMENDATION:

Staff recommends approval of the proposed rezoning from U-1 to R-1, based on the following:

1. Payment of all professional billings to the City Clerk.



APPLICATION FORM FOR REZONINGS

City of Polk City, Iowa

- FOR OFFICE USE ONLY -

Date: _____ Amount: _____ Rec'd by: _____

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

It is the responsibility of the applicant (owner, developer and consultants) to compare their project submittal to City Code and this checklist and ensure that all items and requirements are included. If an application is substantially incomplete, the review will be delayed and the review schedule will be amended.

Project Name: Peterson home build

Address: 506 East Broadway

Current Zoning: U1 **Proposed Zoning:** R1

Parcel Area: _____ **Area to be Rezoned:** _____

Applicant: *The Rezoning Petition MUST be signed by Property Owner to be considered a valid Petition.*

Property Owner: Jamie & Shannon Peterson

Street Address: 710 Lakeview Ave Telephone No.: 515-423-2737

City, State: Polk City Ia Email Address: Jamie.Peterson@Corteva.com

Site Plan Application Fee:

1 Acre or Less:	\$85
More than 1 Acre:	\$200

Amount Paid: \$ _____

City Engineering Review Fees:

City Engineering review fees are charged on an hourly basis. If desired, the applicant may request an estimate of review fees once a valid Petition for Rezoning has been submitted.

Documents to be Included with Initial Submitted:

✓ If Provided	Document
✓	Completed Petition for Rezoning, signed by property owners
	List of Zoning Restrictions, if any are proposed
✓	Completed Table of all Property Owners within the 250' Buffer consenting to the proposed rezoning, with all applicable signatures
✓	Completed Consent Table listing the area of each parcel lying within the 250' Buffer, exclusive of ROW, and indicating the percentage of property owners that are consenting to the rezoning, based on area. (50% Consent is required)
✓	Rezoning Sketch depicting proposed zoning boundary line, all parcels within the 250' buffer area, and ownership of each parcel
	Legal description of the proposed rezoning boundary in Word format.
✓	Two address labels and two stamps for each property owner within buffer area
	Master Plan; only if rezoning to PUD or R-4 Mobile Home Parks.

PETITION FOR REZONING

TO: Planning and Zoning Commission,
Mayor, and City Council

We, the undersigned owners of the following described property:

Request that said property be rezoned from its present Zoning Classification of U1
to Zoning Classification R1 for the purpose of
Construction of a New Single Family Residence

PROPERTY OWNER:

PROPERTY OWNER (when jointly owned):

Jamie Peterson
Owner's Name (please print)

Shannon Peterson
Owner's Name (please print)

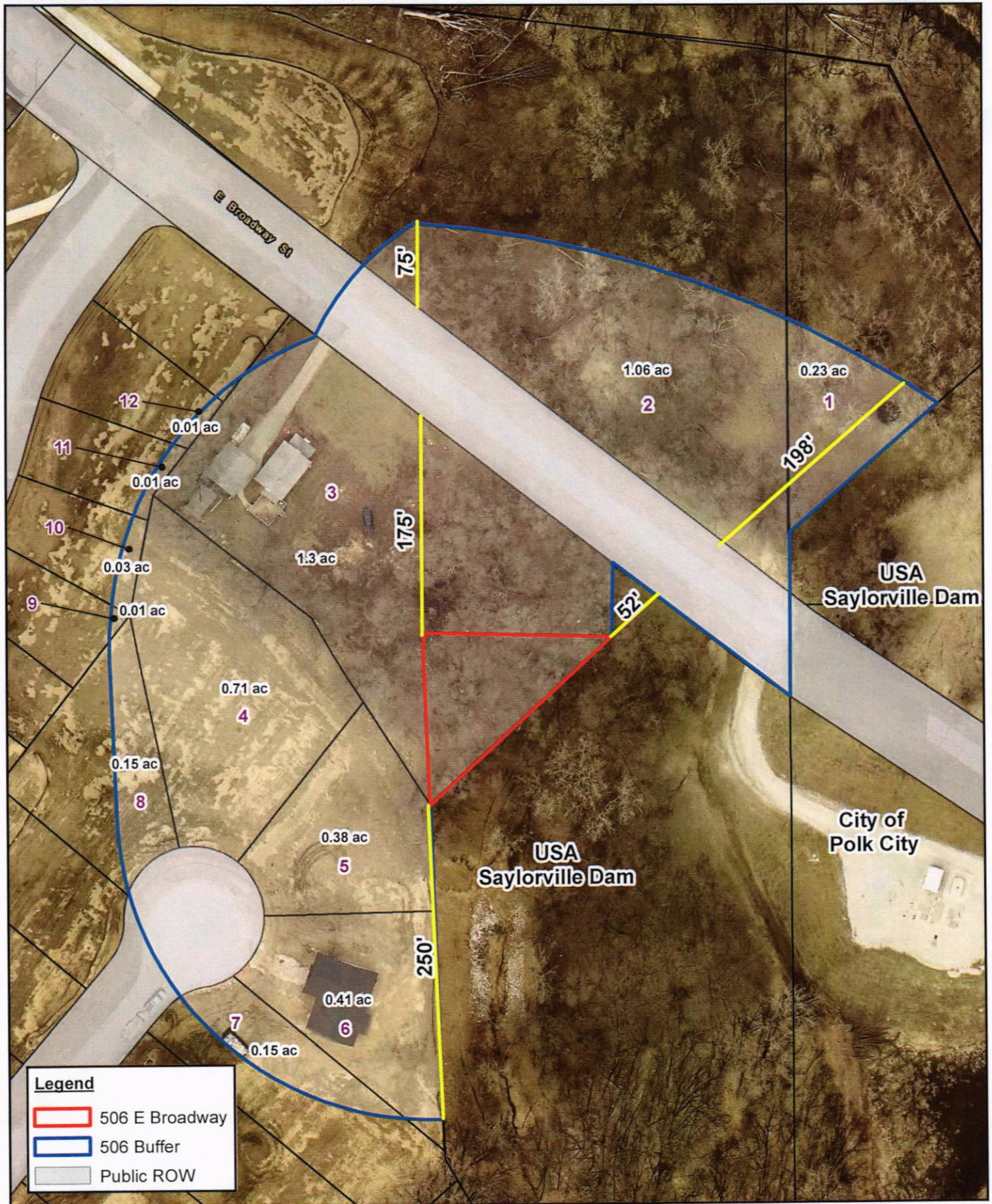
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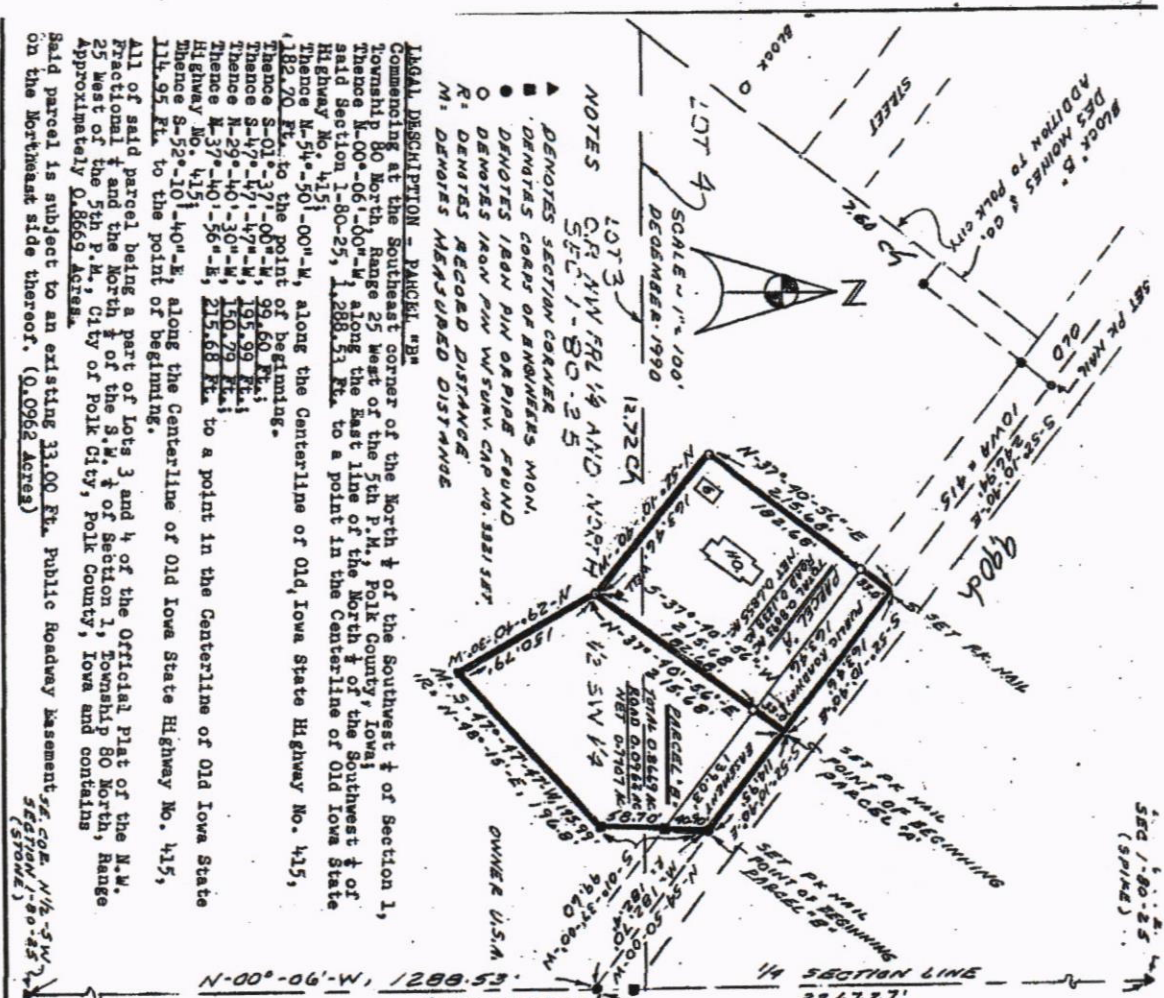
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Title (if owned by Inc., LLC, or similar)

The above property owner(s) are herewith providing the following documentation:

- Signatures of owners of at least 50% of the area with a 250' buffer, exclusive of intervening ROW and alleys, surrounding the proposed rezoning (See Page 2)
- Table demonstrating sufficient consent of buffer area property owners (See Page 3)
- Rezoning Sketch depicting proposed zoning boundary line, all parcels within the buffer area, and ownership of each parcel. (To be attached)
- Two stamped and addressed envelopes for each property owner within buffer area which the City Clerk will use for required notice.
- Master Plan if rezoning to PUD or R-4 Mobile Home Parks.





NOTES
 S.E. 1-80-25

- ▲ DENOTES CORNER OR ENGINEER'S MON.
- DENOTES IRON PIN OR PIPE FOUND
- DENOTES IRON PIN W/STAMP, CAP NO. 321527
- R: DENOTES RECORD DISTANCE
- M: DENOTES MEASURED DISTANCE

LEGAL DESCRIPTION - PARCEL "A"
 Commencing at the Southeast corner of the North 1/4 of the Southwest 1/4 of Section 1, Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa
 Thence N-00°-06'-00"W, 1,288.53 Ft. along the East line of the North 1/4 of the Southwest 1/4 of said Section 1-80-25, 1,288.53 Ft. to a point in the Centerline of Old Iowa State Highway No. 415;
 Thence N-54°-50'-00"W, along the Centerline of Old Iowa State Highway No. 415, 182.70 Ft. to the point of beginning.
 Thence S-01°-37'-00"W, 29.60 Ft.;
 Thence S-47°-47'-47"W, 191.99 Ft.;
 Thence N-29°-40'-30"W, 150.79 Ft.;
 Thence N-37°-40'-56"E, 215.68 Ft. to a point in the Centerline of Old Iowa State Highway No. 415;
 Thence S-52°-10'-40"E, along the Centerline of Old Iowa State Highway No. 415, 118.95 Ft. to the point of beginning.

All of said parcel being a part of lots 3 and 4 of the Official Plat of the N.W. Fractional 1/4 and the North 1/4 of the S.W. 1/4 of Section 1, Township 80 North, Range 25 West of the 5th P.M., City of Polk City, Polk County, Iowa and contains approximately 0.8662 Acres.

Said parcel is subject to an existing 33.00 Ft. Public Roadway Easement of 0.0962 Acres on the Northeast side thereof. (0.0962 Acres)

LEGAL DESCRIPTION - PARCEL "A"
 Commencing at the Southeast corner of the North 1/4 of the Southwest 1/4 of Section 1, Township 80 North, Range 25 West of the 5th P.M., Polk County, Iowa;
 Thence N-00°-06'-00"W, along the East line of the North 1/4 of the Southwest 1/4 of said Section 1-80-25, 1,288.53 Ft. to a point in the Centerline of Old Iowa State Highway No. 415;
 Thence N-54°-50'-00"W, along the Centerline of Old Iowa State Highway No. 415, 182.70 Ft.;
 Thence N-52°-10'-40"E, along the Centerline of Old Iowa State Highway No. 415, 118.95 Ft. to the point of beginning;
 Thence S-37°-40'-56"W, 215.68 Ft.;
 Thence N-52°-10'-40"W, 163.46 Ft.;
 Thence N-37°-40'-56"E, 215.68 Ft. to a point in the Centerline of Old Iowa State Highway No. 415;
 Thence S-52°-10'-40"E, along the Centerline of Old Iowa State Highway No. 415, 163.46 Ft., to the point of beginning.

All of said parcel being a part of lots 3 and 4 of the Official Plat of the N.W. Fractional 1/4 and the North 1/4 of the S.W. 1/4 of Section 1, Township 80 North, Range 25 West of the 5th P.M., City of Polk County, Iowa and contains approximately 0.8001 Acres.

Said parcel is subject to an existing 33.00 Ft. Public Roadway Easement on the Northeast side thereof. (0.0962 Acres)

CERTIFICATION

I hereby certify that this plat was prepared by me or under my direct personal supervision and that I am a duly Registered Professional Engineer and Land Surveyor under the laws of the state of Iowa.

Henry S. Oakes P.E. & L.S. No. 3321 Date 12-5-90

INST. NO. 040152
 POLK COUNTY IOWA
 FILED FOR RECORD
 AT JAN 25 1991
 TIMOTHY T. BRIEN, Recorder
 Deputy



SURVEY FOR HOMER BRADSHAW	
Part Section 1-80-25 in Polk City, Iowa	
SCALE: 1" = 100'	APPROVED BY
DATE DEC. 1990	DRAWN BY D.S.
OAKS ENGINEERING COMPANY	
949 - 65th Street - Des Moines, Iowa	DRAWING NUMBER
TEL. 515 - 255-1777	50312 3528-BK-290

6332 391

Doc ID: 017581130001 TYPE: PLT
 Recorded: 01/25/1991 at 12:00:00 AM
 Fee Amt: Page 1 of 1
 Polk County Iowa
 TIMOTHY T. BRIEN RECORDER
 FILE# - 1984
 BK 6332 Pg 391

The undersigned owners of property lying outside of said above described tract, but within two hundred and fifty (250) feet of the boundaries thereof, intervening streets and alleys not included in computation of said distance, join in this petition for the purposes of having the above described real estate rezoned from U1 to R1.

See Attached

PROPERTY OWNERS WITHIN THE 250' BUFFER CONSENTING TO THE PROPOSED REZONING			
Property Owner Name:	Address:	Parcel Acreage (within buffer)	Signature:

Note: Attach additional sheets as required to include all signatures.

**PROPERTY OWNERS WITHIN THE 250' BUFFER
 CONSENTING TO THE PROPOSED REZONING
 AND CONSENT TABLE**

Parcel #	Property Owner Name	Address	Signature	Acres within 250' of parcel	% of Area within 250' of parcel	% Consenting
1	Deer Haven Land Company LLC	9550 Hickman Rd, STE 101 Clive IA 50325		0.23	5.17%	
2	Deer Haven Land Company LLC	9550 Hickman Rd, STE 101 Clive IA 50325		1.06	23.82%	
3	Jamie & Shannon Peterson	506 E Broadway Polk City IA 50226	<i>Shannon Peterson</i>	1.3	29.21%	<i>29.21%</i>
4	Heather Hodges	202 Burton Drive Polk City, IA 50226	<i>Heather Hodges</i>	0.71	15.96%	<i>15.96%</i>
5	Jeffrey & Kelsey Jacobs	212 Burton Drive Polk City, IA 50226	<i>J. Jacobs</i>	0.38	8.54%	<i>8.54%</i>
6	Linda Mrak	205 Burton Drive Polk City, IA 50226		0.41	9.21%	
7	Jonathan & Alicia Dlouhy	209 Burton Drive Polk City, IA 50226		0.15	3.37%	
8	Deer Haven Land Company LLC	9550 Hickman Rd, STE 101 Clive IA 50325		0.15	3.37%	
9	Deer Haven Land Company LLC	9550 Hickman Rd, STE 101 Clive IA 50325		0.01	0.22%	
10	Sarah Davenport	113 Deer Haven Street Polk City, IA 50226		0.03	0.67%	
11	Ridgewood Homes LLC	1340 Anchor Away Drive Polk City, IA 50226	<i>[Signature]</i>	0.01	0.22%	<i>.22</i>
12	Ridgewood Homes LLC	1340 Anchor Away Drive Polk City, IA 50226	<i>[Signature]</i>	0.01	0.22%	<i>.22</i>
TOTAL				4.45	100.00%	<i>54.15%</i>

CONSENT TABLE

(Percentage of Buffer Area Owners Consenting to Proposed Rezoning, by area)

Property Owner	Parcel Area within 250' Buffer (Acres)	% of Total 250' Buffer Area (%)	Consenting % Only (%)
Jamiee Shannon Peterson	1.3	29.21	29.21
Heather Hodges	0.71	15.96	15.96
Jebby + Kelsey Jacobs	0.38	8.54	8.54
RidgeWood Homes LLC	0.02	0.44	0.44
TOTALS	2.41 Acres	54.15 %	54.15 %*

* Must have at least 50% Consent for Proposed Rezoning.

NOTICE OF PETITION FOR REZONING

YOU ARE HEREBY NOTIFIED that on the 12th day of August 2019, the City Council will hold a public meeting on a petition submitted to the City of Polk City, Iowa by Jamie and Shannon Peterson.

1) To rezone 0.22 acres located at 506 E Broadway St, Polk City, Iowa, from zoning classification of U-1, Utility District to R-1, Single Family Detached Residential.

The property is legally described as follows:

LEGAL DESCRIPTION

A PART OF PARCEL "B" BEING A PART OF LOTS 3 AND 4 OF THE OFFICIAL PLAT OF THE NW FRACTIONAL $\frac{1}{4}$ AND THE NORTH $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN A FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY IOWA AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 6332, PAGE 391 OF THE POLK COUNTY RECORDER'S OFFICE AND SAID PARCEL IS A PART OF AND LOCALLY KNOW AS 506 E. BROADWAY STREET, POLK CITY, IOWA HAVING A POLK COUNTY DISTRICT PARCEL NUMBER OF 261-00005-005-000 AT THE TIME OF THIS DESCRIPTION AND GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF SAID PARCEL "B" AND BEING A POINT ON THE COMMON ZONING LINE BETWEEN U-1 AND R-1 ZONING; THENCE NORTH ALONG SAID COMMON ZONING LINE APPROXIMATELY 131.6 FEET; THENCE EAST ALONG SAID COMMON ZONING LINE APPROXIMATELY 145.2 FEET TO A CORNER ON THE SOUTHEASTERLY LINE OF SAID PARCEL "B"; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "B" A DISTANCE OF 195.99 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 0.22 ACRES (9,957 S.F.).

YOU ARE FURTHER NOTIFIED that said petitions will come before the Planning and Zoning Commission on August 12, 2019 at 6:00 p.m. at which time you may appear and present any reasons that you may have, either in favor of or against said proposed rezoning.

DATED this 2nd day of August 2019.

Jenny Gibbons, City Clerk

ORDINANCE NO. 2019-1100

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA, BY REZONING 0.22 ACRES OWNED BY JAMIE AND SHANNON PETERSON FROM ZONING CLASSIFICATION OF UTILITY DISTRICT (U-1) TO SINGLE FAMILY DETACHED RESIDENTIAL (R-1)

WHEREAS, on the 15th day of July 2019, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the property legally described as:

A PART OF PARCEL "B" BEING A PART OF LOTS 3 AND 4 OF THE OFFICIAL PLAT OF THE NW FRACTIONAL ¼ AND THE NORTH ½ OF THE SW ¼ OF SECTION 1, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., NOW INCLUDED IN A FORMING A PART OF THE CITY OF POLK CITY, POLK COUNTY IOWA AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 6332, PAGE 391 OF THE POLK COUNTY RECORDER'S OFFICE AND SAID PARCEL IS A PART OF AND LOCALLY KNOW AS 506 E. BROADWAY STREET, POLK CITY, IOWA HAVING A POLK COUNTY DISTRICT PARCEL NUMBER OF 261-00005-005-000 AT THE TIME OF THIS DESCRIPTION AND GENERALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF SAID PARCEL "B" AND BEING A POINT ON THE COMMON ZONING LINE BETWEEN U-1 AND R-1 ZONING; THENCE NORTH ALONG SAID COMMON ZONING LINE APPROXIMATELY 131.6 FEET; THENCE EAST ALONG SAID COMMON ZONING LINE APPROXIMATELY 145.2 FEET TO A CORNER ON THE SOUTHEASTERLY LINE OF SAID PARCEL "B"; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "B" A DISTANCE OF 195.99 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 0.22 ACRES (9,957 S.F.).

be considered for rezoning 0.22 acres from Utility District (U-1) to Single Family Detached Residential (R-1); and

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

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

Section 1: That the Municipal Code of the City of Polk City, Iowa, be and is hereby amended by rezoning the property described above from Utility District (U-1) to Single Family Detached Residential (R-1).

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

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

PASSED AND APPROVED this ____ of _____ 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

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



August 12, 2019

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

RE: REPORT OF BIDS AND RECOMMENDATION OF AWARD OF CONTRACT
2019 STREET REPAIRS PROJECT
S&A PROJECT NO.: 119.0449.01

Dear Honorable Mayor and City Council:

The bid letting for the above reference project was held by City Staff and Snyder & Associates, Inc. on Tuesday, August 6, 2019, and produced five bidders. Bids ranged from the low bid of \$150,550.00 to the high bid of \$188,175.00. The low bidder was TK Concrete, Inc. of Pella, Iowa with a bid of \$150,550.00. The low bid is approximately \$29,000 under the engineer's estimate of \$179,700.00 for construction without contingencies.

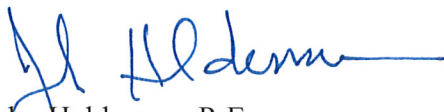
TK Concrete has worked successfully with the City of Polk City in the past on the Sidewalk Project on the Town Square and the 2011 Street Repair Project. TK Concrete also performed the 2016 Street Repair Project.

It is our recommendation that the City of Polk City accept the apparent low bid. We do not anticipate rebidding the project at a later date would produce a more favorable bid result.

We will be in attendance at the council meeting on August 12, 2019. Please feel free to call me at 515-964-2020 or email jwhaldeman@snyder-associates.com if you have any questions or need any additional information prior to the council meeting.

Sincerely,

SNYDER & ASSOCIATES, INC.



John Haldeman, P.E.
Project Engineer

Enclosures (Bid Tab)

CC: Mike Schulte, Polk City Public Works Director
Don Sandor, Polk City Interim City Administrator
Travis Thornburgh, Snyder & Associates, Inc.

TABULATION OF BIDS
 2019 Street Repair Project
 City of Polk City
 Project No. 119.0449
 Bid Date/Time: August 6, 2019 at 10:00 AM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 TK CONCRETE, INC. PELLA, IOWA		2 CASTOR CONSTRUCTION FORT DODGE, IOWA		3 IOWA CIVIL CONTRACTING VICTOR, IOWA		4 JASPER CONSTRUCTION NEWTON, IOWA		5 THE CONCRETE COMPANY GRIMES, IOWA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK															
2.1	Core Out Excavation	CY	175	\$ 80.00	\$ 14,000.00	\$ 20.00	\$ 3,500.00	\$ 20.00	\$ 3,500.00	\$ 25.00	\$ 4,375.00	\$ 5.00	\$ 875.00	\$ 45.00	\$ 7,875.00
2.2	Class A Roadstone	TON	170	\$ 30.00	\$ 5,100.00	\$ 35.00	\$ 5,950.00	\$ 35.00	\$ 5,950.00	\$ 50.00	\$ 8,500.00	\$ 5.00	\$ 850.00	\$ 22.50	\$ 3,825.00
2.3	Subgrade Treatment, Geogrid, Triangular	SY	500	\$ 6.00	\$ 3,000.00	\$ 3.00	\$ 1,500.00	\$ 4.00	\$ 2,000.00	\$ 3.00	\$ 1,500.00	\$ 0.75	\$ 375.00	\$ 10.00	\$ 5,000.00
2.4	Special Backfill	TON	10	\$ 40.00	\$ 400.00	\$ 35.00	\$ 350.00	\$ 125.00	\$ 1,250.00	\$ 50.00	\$ 500.00	\$ 45.00	\$ 450.00	\$ 100.00	\$ 1,000.00
STRUCTURES FOR SANITARY AND STORM															
6.1	Manhole Adjustment, Minor	EA	6	\$ 2,000.00	\$ 12,000.00	\$ 1,250.00	\$ 7,500.00	\$ 1,450.00	\$ 8,700.00	\$ 750.00	\$ 4,500.00	\$ 1,750.00	\$ 10,500.00	\$ 1,750.00	\$ 10,500.00
6.2	Intake Adjustment, Minor	EA	11	\$ 2,000.00	\$ 22,000.00	\$ 750.00	\$ 8,250.00	\$ 1,077.00	\$ 11,847.00	\$ 1,500.00	\$ 16,500.00	\$ 2,250.00	\$ 24,750.00	\$ 2,650.00	\$ 29,150.00
6.3	Infiltration Barrier, Molded Shield	EA	5	\$ 750.00	\$ 3,750.00	\$ 1,250.00	\$ 6,250.00	\$ 300.00	\$ 1,500.00	\$ 650.00	\$ 3,250.00	\$ 400.00	\$ 2,000.00	\$ 1,000.00	\$ 5,000.00
STREETS AND RELATED WORK															
7.1	PCC Pavement Full Depth Repair Patch	SY	1000	\$ 85.00	\$ 85,000.00	\$ 75.00	\$ 75,000.00	\$ 88.00	\$ 88,000.00	\$ 109.41	\$ 109,410.00	\$ 110.00	\$ 110,000.00	\$ 95.00	\$ 95,000.00
7.2	Crack and Joint Cleaning and Filling, PCC	LS	100	\$ 3.00	\$ 300.00	\$ 10.00	\$ 1,000.00	\$ 4.00	\$ 400.00	\$ 7.50	\$ 750.00	\$ 4.00	\$ 400.00	\$ 3.00	\$ 300.00
7.3	Removal of Sidewalk	SY	25	\$ 25.00	\$ 625.00	\$ 20.00	\$ 500.00	\$ 20.00	\$ 500.00	\$ 10.00	\$ 250.00	\$ 20.00	\$ 500.00	\$ 20.00	\$ 500.00
7.4	Sidewalk, PCC, 6"	SY	15	\$ 85.00	\$ 1,275.00	\$ 150.00	\$ 2,250.00	\$ 112.50	\$ 1,687.50	\$ 150.00	\$ 2,250.00	\$ 80.00	\$ 1,200.00	\$ 175.00	\$ 2,625.00
7.5	Detectable Warnings	SF	30	\$ 45.00	\$ 1,350.00	\$ 50.00	\$ 1,500.00	\$ 40.00	\$ 1,200.00	\$ 40.00	\$ 1,200.00	\$ 50.00	\$ 1,500.00	\$ 80.00	\$ 2,400.00
TRAFFIC CONTROL															
8.1	Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,300.00	\$ 6,300.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00
GENERAL PROVISIONS															
11.1	Mobilization	LS	1			\$ 27,000.00	\$ 27,000.00	\$ 20,222.50	\$ 20,222.50	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL BID:				\$ 153,800.00		\$ 150,550.00		\$ 153,057.00		\$ 165,985.00		\$ 177,900.00		\$ 188,175.00	
BID SECURITY:						10%		10%		10%		10%		10%	

Notes

NOTICE OF HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE **2019 STREET REPAIR PROJECT THE CITY OF POLK CITY, IOWA.**

Public Notice is hereby given that at **6:00 P.M.** on the **12th** day of **August, 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 **2019 STREET REPAIR 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 consists of approximately 1000 SY of PCC Full Depth Repair, 6 Manhole Adjustments, 11 Intake Adjustments, and 15 SY of sidewalk repairs, 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 **Business Record**

_____ introduced the following resolution entitled
**“RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND
OPINION OF PROBABLE CONSTRUCTION COST”** and moved that the same be adopted.
_____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYES: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2019-78

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND OPINION OF PROBABLE CONSTRUCTION COST.**

WHEREAS on the 8th day of August 2019, plans, specifications, form of contract and opinion of probable cost were filed with the Clerk for the construction of certain public improvements described in general as the 2019 Street Repairs Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law:

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

Section 1. That the said plans, specifications, form of contract and opinion of probable cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 12th day of August 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

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

AYES: _____

NAYES: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2019-79

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT.

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

Section 1. That the following bid for the construction of certain public improvements
described in general as the 2019 Street Repairs Project, described in the plans and specifications
heretofore adopted by this Council on August 12, 2019 be and are hereby accepted, the same
being the lowest responsible bid received for said work, as follows:

Contractor: _____ TK CONCRETE _____

_____ Pella, Iowa _____

Amount of bid: \$ _____ \$150,550.00 _____

Portion of project: All Construction Work

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the
contractor for the construction of said public improvements, said contract not to be binding on
the City until approved by this Council.

PASSED AND APPROVED this 12th day of August 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

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

AYES: _____

NAYES: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2019-80

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND.

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2019 Street Repairs Project, described in the plans and specifications heretofore adopted by this Council on August 12, 2019, be and are hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: _____ TK CONCRETE _____

_____ Pella, Iowa _____

Date of contract: _____ 8/12/2019 _____

Bond surety: _____

Date of bond: _____

Portion of project: All construction Work

PASSED AND APPROVED this ____ day of ____ 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

CONTRACT NO. 119.0449

DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Polk City, Iowa this 12th day of August, 2019, by and between the City of Polk City by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and TK Concrete, Inc., 1608 Fifield Rd., Pella, Iowa 50219, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2019 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

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

2019 STREET REPAIRS PROJECT

The Project includes the full depth PCC replacement of public streets, PCC driveway approach replacement, PCC crack sealing, and sidewalk repairs at various locations in Polk City, Iowa. The Project consists of approximately 1000 SY of PCC Full Depth Repair, 6 Manhole Adjustments, 11 Intake Adjustments, and 15 SY of sidewalk repairs, and associated work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED FIFTY AND NO/100 dollars (\$150,550.00) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project 2019 STREET REPAIRS PROJECT within 30 working days and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

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

JURISDICTION

CONTRACTOR

By _____
Jason Morse, Mayor

TK Concrete, Inc.
Contractor

(Seal)
ATTEST:

By _____
Signature

Jenny Gibbons, Clerk

Title

1608 Fifield Rd
Street Address

Pella, Iowa 50219
City, State, Zip Code

641-628-4590
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 0 9 2- 3 6 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

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

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
2 EARTHWORK					
2.1	Core Out Excavation	CY	175	\$ 20.00	\$ 3,500.00
2.2	Class A Roadstone	TON	170	\$ 35.00	\$ 5,950.00
2.3	Subgrade Treatment, Geogrid, Triangular	SY	500	\$ 3.00	\$ 1,500.00
2.4	Special Backfill	TON	10	\$ 35.00	\$ 350.00
6 STRUCTURES FOR SANITARY AND STORM					
6.1	Manhole Adjustment, Minor	EA	6	\$ 1,250.00	\$ 7,500.00
6.2	Intake Adjustment, Minor	EA	11	\$ 750.00	\$ 8,250.00
6.3	Infiltration Barrier, Molded Shield	EA	5	\$ 1,250.00	\$ 6,250.00
7 STREETS AND RELATED WORK					
7.1	PCC Pavement Full Depth Repair Patch	SY	1000	\$ 75.00	\$ 75,000.00
7.2	Crack and Joint Cleaning and Filling, PCC	LF	100	\$ 10.00	\$ 1,000.00
7.3	Removal of Sidewalk	SY	25	\$ 20.00	\$ 500.00
7.4	Sidewalk, PCC, 6"	SY	15	\$ 150.00	\$ 2,250.00
7.5	Detectable Warnings	SF	30	\$ 50.00	\$ 1,500.00
8 TRAFFIC CONTROL					
8.1	Temporary Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00
11 TRAFFIC CONTROL					
11.1	Miscellaneous	LS	1	\$ 27,000.00	\$ 27,000.00
TOTAL CONTRACT AMOUNT					\$ 150,550.00

SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, TK Concrete, Inc., as Principal (hereinafter the “Contractor” or “Principal” and _____, as Surety are held and firmly bound unto City of Polk City, Iowa, as Oblige (hereinafter referred to as “the Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED FIFTY AND NO/100 dollars (\$150,550.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 12th day of August, 2019, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2019 STREET REPAIRS PROJECT

The Project includes the full depth PCC replacement of public streets, PCC driveway approach replacement, PCC crack sealing, and sidewalk repairs at various locations in Polk City, Iowa. The Project consists of approximately 1000 SY of PCC Full Depth Repair, 6 Manhole Adjustments, 11 Intake Adjustments, and 15 SY of sidewalk repairs, and associated work.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of ONE HUNDRED FIFTY THOUSAND FIVE HUNDRED FIFTY AND NO/100 dollars (\$150,550.00), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

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

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

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

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

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

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

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

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

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

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

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

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

TK Concrete, Inc.

Contractor

Printed Name of Agent

By: _____
Signature

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Jurisdiction

City, State, Zip Code

Company Telephone Number

NOTE:

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

MEETING MINUTES
The City of Polk City
City Council Meeting
6:00 p.m., Monday, July 22, 2019
City Hall

Polk City, City Council held a meeting at 6:00 p.m., on July 22, 2019. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.**

1. **Call to Order** | Mayor Morse called the meeting to order at 6:00 p.m.
2. **Roll Call** | Dvorak, Vogel, Walters, Anderson, Sarchet | In attendance
3. **Approval of Agenda**
MOTION: A motion was made by Walters and seconded by Vogel to approve the meeting agenda
MOTION CARRIED UNANIMOUSLY
4. **Swear in Ceremony** | Officer Matt Aswegan was sworn in as a full-time Polk City Police Officer by Mayor Morse
5. **Public Hearings**
 - a. Berggren Farms
 - i. Mayor Morse opened the Public Hearing at 6:03 p.m. on the rezoning petition to change Berggren Farms from A-1 to R-1. Jenny Gibbons, City Clerk said the notice was published July 12, 2019 and no comments had been received for or against the rezoning. Kathleen Connor, Engineering Representative for Snyder & Associates, provided a report. The Developer, Jarrod Ruckle, commented that the rezoning fits in with the current comp plan. No one was present to be heard for or against the rezoning.
MOTION: A motion was made by Anderson and seconded by Dvorak to close the public hearing at 6:05 p.m. and reopen the regular meeting
MOTION CARRIED UNANIMOUSLY
MOTION: A motion was made by Walters and seconded by Vogel to approve the first reading of Ordinance 2019-800 approving Rezoning from A-1 to R-1
MOTION CARRIED UNANIMOUSLY
 - b. Miller Property
 - i. Mayor Morse opened the Public Hearing at 6:06 p.m. on the Comp Plan amendment. Jenny Gibbons, City Clerk said the notice was published July 12, 2019 and no comments has been received for or against the amendment. Kathleen Connor, Engineering Representative for Snyder & Associates provided a report. Josh Trygstad, Civil Engineer for Civil Design Advantage on behalf of Orton Development presented a concept plan of single-family homes. No one was present to be heard for or against the amendment.
MOTION: A motion was made by Vogel and seconded by Walters to close the public hearing at 6:13 p.m. and reopen the regular meeting
MOTION CARRIED UNANIMOUSLY
 - ii. **MOTION:** A motion was made by Sarchet and seconded by Vogel to approve Resolution 2019-68 amending the Polk City Comprehensive Plan; Future Land Use Map from medium density to low density
MOTION CARRIED UNANIMOUSLY
 - iii. Mayor Morse opened the Public Hearing at 6:13 p.m. on the rezoning petition. Jenny Gibbons, City Clerk said the notice was published July 12, 2019 and no comments has been received for or against the rezoning. No one was present to be heard for or against the rezoning.
MOTION: A motion was made by Anderson and seconded by Walters to close the public hearing at 6:15 p.m. and reopen the regular meeting
MOTION CARRIED UNANIMOUSLY
 - iv. **MOTION:** A motion was made by Vogel and seconded by Walters to approve the first reading of Ordinance 2019-900 rezoning from A-1 to R-2
MOTION CARRIED UNANIMOUSLY

6. **Public Comments** | Doug Currie, 12365 NW Hugg Drive, asked the City Council to consider limiting additional access on to Hugg Drive. He urged Council, City Engineers and Staff to require the Miller Property to enter and exit on N. 3rd Street.

7. **Amended Consent Items**

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

- a. City Council Meeting Minutes for July 8, 2019
- b. City Council Special Meeting Minutes for July 11, 2019
- c. Receive and file the P&Z Commission Meeting Minutes for July 15, 2019
- d. Claims listing dated July 22, 2019
- e. June 2019 Finance Report
- f. Resolution 2019-69 setting public hearing on August 12, 2019 at 6pm for the proposed Rezoning request for a portion of 506 E Broadway from U-1 to R-1
- g. Receive and file the June 2019 Water Report
- h. Temporary Site Plan application for Prairie Wood Ct annual Block Party August 24, 2019 from 4pm-11pm
- i. Temporary Site Plan application for Sunset Street annual Block Party August 17, 2019 from 2pm-midnight
- j. Receive and file the June 2019 Police Department Report
- k. Hire Karla Hogrefe for the Fire Department as a Firefighter/Paramedic at a paid-on-call rate of \$15.38 per hour and part-time rate of \$18.16 per hour effective July 23, 2019
- l. Receive and file the May and June 2019 Fire Department Report
- m. Resolution 2019-72 approving Polk City Police Department's National Night Out Event August 6, 2019

MOTION CARRIED UNANIMOUSLY

8. **Business Items**

a. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2019-70 approving additional Public Utility Easements in Wolf Creek Townhomes Plat 12

MOTION CARRIED UNANIMOUSLY

b. **MOTION:** A motion was made by Walters and seconded by Vogel to approve Employment Agreement with Chelsea Huisman as City Manager starting September 16, 2019

MOTION CARRIED UNANIMOUSLY

c. **MOTION:** A motion was made by Anderson and seconded by Vogel to approve second reading of Ordinance 2019-700 rezoning 309 Walnut Street from R-2 to C-1

MOTION CARRIED UNANIMOUSLY

d. **MOTION:** A motion was made by Anderson and seconded by Dvorak to approve Resolution 2019-71 approving Snyder & Associates May 2019 invoice in the amount of \$31,074.69

YES: Dvorak, Vogel, Anderson, Sarchet

ABSTAIN: Walters

MOTION CARRIED

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

- Mayor Morse welcomed Chelsea Huisman to Polk City as City Manager, he said he is very excited to work with her and felt the search process went great. Mayor shared a nice letter complimenting the Library and told Director, Jamie Noack great job that it was nice to receive positive comments from a non-resident. Mayor reported that he attended the North Polk School Board meeting with PCCEDC, Brigett DeVos, to discuss RVTV and it was a great meeting, he was invited into a closed session, more to come on that later. Mayor shared his excitement for the relationship that has developed between the City of Polk City and the North Polk School District. Mayor thanked the Four Seasons Committee, volunteers and staff for a great festival weekend. He gave a special shout-out to Public Works and Cody Moeckly for building the water fill station upon his last-minute request. He thanked public safety, both Fire and Police for all their efforts towards the great weekend. He thanked all the visitors for coming out despite the weather.
- Council Member Dvorak congratulated Matt Aswegan for joining the PD and told Police Chief Kendig great job recruiting such a well-qualified and highly recommended candidate. Dvorak shared his thoughts on the process to find Chelsea Huisman as the new City Manager and said it went well finding her with a clear-cut vote at the end of the process which he thought was incredibly important. Dvorak mentioned an email from Summer Rec Director, Teri

Keasey, and suggested Council look to address concerns for next year including space, facilities and administration of the program.

- Council Member Vogel said it was great to hear that Polk City's rec kids were getting complimented in other towns during the rec program and thanked Polk City parents and the rec staff for a job well done. Vogel appreciated the Library recognition recently received. She echoed that it was a great process to find new City Manager, Chelsea Huisman and is looking forward to having such a great leader come on board to the City. Vogel thanked staff, public safety and everyone that was a part of making the Four Seasons great again this year.
- Council Member Walters thanked everyone involved with the festival for pulling it over the top.
- Council Member Anderson said he loves that the City Staff is going above and beyond each year for the festival, it's great to see everyone there and it's an amazing job getting the square back together so quickly.
- Council Member Sarchet also thanked everyone for all the work on the festival. He knows people look forward to this event every year. He also said that he was glad the committee voted to stick out the weather, he couldn't believe the amount of people that showed up for the band Saturday night after the storms. Sarchet said he is excited to see the City bringing in two quality people and it's clear that Officer Matt Aswegan will be missed in his former town based on the article released. He is also excited to work with City Manager, Chelsea Huisman. Sarchet shared a concern regarding the Parks Commission and feels that the City Clerk shouldn't have to answer all their questions alone. He suggested a work session between Parks and Council to come at the topics collectively.
- Interim City Administrator, Don Sandor asked Council to tentatively schedule October 29th for a Goal Setting session. He spoke with City Manager, Chelsea Huisman and she is excited to get started in September and be part of this process.
- Fire Chief Mitchell publicly thanked the Polk City Community Foundation for their fundraising efforts. He is amazed they were able to raise \$10,000 in such a short period of time. He appreciates everyone's efforts and is excited to get the decontamination washer in place. He mentioned any additional donation monies will go towards helmet cameras for training purposes. Chief Mitchell shared his first experience of the Four Seasons Festival, it was a great time and his team is already fine-tuning some things for next year. He thanked Des Moines FD for loaning Polk City the misting fan it was very helpful during the hot periods of the weekend and he thanked Polk County Emergency Management for the first aid trailer.
- PCCEDC, Brigett DeVos said she is ready to shift her focus from full festival mode to the RVTV event coming up in September. She was happy to hear how excited the North Polk School Board was to include the school in the RVTV. Brigett wanted to publicly thank Public Works for the water feature added to the inflatables, it was by far the most complimented part of the festival by parents and kids. She thanked the FD for the first aid station and the PD for always being there. She is happy that Polk City was in the news positively for the event with no incidents reported. DeVos also thanked the Library for being flexible and willing to take on the antique show with their staff at the Library in the air conditioning. Her focus now is RVTV in 6 weeks.

10. Adjournment

MOTION: A motion was made by Anderson and seconded by Sarchet to adjourn at 6:40 p.m.

MOTION CARRIED UNANIMOUSLY

Next Meeting Date – Monday, August 12, 2019 at 6:00 p.m.

Jason Morse, Mayor

Attest

Jenny Gibbons, City Clerk

Notes
Parks Commission Meeting
Monday, August 5, 2019 – 6 p.m.
Leonard Park

Polk City Parks Commission was scheduled to meet at 6pm at Leonard Park on Monday, August 5, 2019. The meeting was not able to be held due to lack of a quorum. Kelly Haaland, Holly Motsch and Amy Bentley were the only members present. Items from the agenda will be moved forward to Council for further action.

Next Meeting Date – TUESDAY, September 3, 2019 at City Hall

Jenny Gibbons, City Clerk

CLAIMS REPORT

The City of Polk City

For

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE
ALL	GEN	FIRST BANKCARD	CITY CREDIT CARD
ALL	GEN	STAPLES	SUPPLIES
PD	GEN	I.M.W.C.A.	INSTALLMENT 2
PD	GEN	CHIEF SUPPLY	POLO SHIRTS
PD	GEN	GALL'S INC.	UNIFORM
PD	GEN	P & M APPAREL	UNIFORM
PD	GEN	IPCA	MEMBERSHIP DUES- SIEPKER
PD	GEN	RELIABLE MAINTENANCE CO	CARPET CLEANING
PD	GEN	NELSON AUTOMOTIVE	REPAIR PARTS
PD	GEN	AT&T MOBILITY	WIRELESS
PD	GEN	AUREON TECHNOLOGY	VOIP
PD	GEN	BRICK LAW FIRM	PROSECUTIONS
PD	GEN	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL
PD	GEN	Schneider Graphics	#25 VEHICLE DECALS
PD	GEN	CANINE TACTICAL	TRAINING, BOARDING, FOOD
PD	GEN	RACOM	ANTENNA
PD	GEN	RANGEMASTERS TRAINING CENTER	TLR-1 AND SNAP CAPS 9MM
PD	GEN	Crystal Clear Water Co	PURCHASED WATER
PD	GEN	U.S. POSTAL SERVICE	PO BOX
FD	GEN	I.M.W.C.A.	INSTALLMENT 2
FD	GEN	GALL'S INC.	UNIFORM PANTS
FD	GEN	MEDIX OCCUPATIONAL HEALTH	PHYSICAL EXAMS
FD	GEN	NELSON AUTOMOTIVE	REPAIR PARTS
FD	GEN	RACOM	EDACS
FD	GEN	VERIZON WIRELESS	PHONE AND DATA PLAN
FD	GEN	City of Ankeny	PARAMEDIC TIER
FD	GEN	AUREON TECHNOLOGY	INTERNET AND VOIP
FD	GEN	IMAGE TREND	BILLING BRIDGE SOFTWARE
FD	GEN	FAREWAY	WATER AND GATORADES
BLDG	GEN	I.M.W.C.A.	INSTALLMENT 2
BLDG	GEN	METRO WASTE AUTHORITY	CURB IT RECYCLING
BLDG	GEN	Safe Building Comp. & Tech	BUILDING INSPECTIONS
BLDG	GEN	TOTAL QUALITY INC.	LAWNCARE
BLDG	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES
LIB.	GEN	OVERDRIVE INC	FY20 BRIDGES EBOOKS
LIB.	GEN	STATE LIBRARY OF IOWA	FY20 DATABASE SUBSCRIPTIONS
LIB.	GEN	TOTAL QUALITY INC.	LAWNCARE
LIB.	GEN	CLEANING CONNECTION INC	JANITORIAL SERVICE
LIB.	GEN	BRICK LAW FIRM	LEGAL SERVICES
LIB.	GEN	KATHY WILSON	DOWNSTAIRS AT DOWNTON
LIB.	GEN	COPY SYSTEMS INC.	COPIER
LIB.	GEN	BAKER & TAYLOR	BOOKS
LIB.	GEN	Electrical Eng & Equipment Co	LIGHT BULBS
LIB.	GEN	BAKER & TAYLOR	BOOKS
LIB.	GEN	BAKER & TAYLOR	BOOKS
PARKS	GEN	I.M.W.C.A.	INSTALLMENT 2
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	RELIABLE MAINTENANCE CO	CARPET CLEANING
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	ARBORCARE BY KLUVER	ASH TREE PROTECTION
PARKS	GEN	RELIABLE MAINTENANCE CO	JANITORIAL SERVICES
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	Outdoor Recreation Products	PICNIC TABLES
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE

CLAIMS REPORT

The City of Polk City

For

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE
PARKS	GEN	P & M APPAREL	SUMMER REC SHIRTS
COMM. ROOM	GEN	POLK COUNTY HEATING & COOLING	REPAIR LEAKING TOILET
COMM. ROOM	GEN	RELIABLE MAINTENANCE CO	CARPET CLEANING
COMM. ROOM	GEN	CAPITAL SANITARY SUPPLY	CLEANING SUPPLIES
P/A	GEN	I.M.W.C.A.	INSTALLMENT 2
CH	GEN	I.M.W.C.A.	INSTALLMENT 2
CH	GEN	LINDSEY HUBER	REIMBURSEMENT FOR MILEAGE
CH	GEN	BUSINESS PUBLICATIONS CORP	PUBLICATION
CH	GEN	AUREON TECHNOLOGY	SERVER ISSUES AT PD
CH	GEN	MEDIACOM	INTERNET SERVICE
CH	GEN	WOLF CREEK TECHNOLOGY, INC.	MANAGED WEB HOSTING
CH	GEN	Ahlers & Cooney	KIMBERLEY DA
CH	GEN	GRINNELL STATE BANK	BANK FEES
CH	GEN	BRICK LAW FIRM	LEGAL SERVICES
CH	GEN	BRET MARSH	DRYWALL PATCH FOR BATHROOM
CH	GEN	POLK COUNTY HEATING & COOLING	WATER LINE REPAIR
CH	GEN	TOTAL QUALITY INC.	LAWNCARE
CH	GEN	RELIABLE MAINTENANCE CO	CARPET CLEANING
CH	GEN	AUREON TECHNOLOGY	INTERNET AND VOIP
CH	GEN	CENTURY LINK	PHONE SERVICE
CH	GEN	Crystal Clear Water Co	PURCHASED WATER
CH	GEN	MMIT BUSINESS SOLUTIONS GROUP	COPIER
CH	GEN	IOWA PLAINS SIGNING INC	MESSAGE BOARDS
RUT	RUT	I.M.W.C.A.	INSTALLMENT 2
RUT	RUT	Beller Distributing LLC	SUPPLIES
RUT	RUT	Keck Energy	DIESEL
RUT	RUT	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES
RUT	RUT	ARNOLD MOTOR SUPPLY	SUPPLIES
RUT	RUT	C F I	ENDLOADER TIRE REPAIR
RUT	RUT	CAPITAL CITY EQUIPMENT CO.	CONCRETE BREAKER REPAIR
RUT	RUT	VAN-WALL EQUIPMENT	REPAIR STIHL TRIMMER FS55RC
RUT	RUT	CENTURY LINK	PHONE SERVICE
RUT	RUT	BRICK LAW FIRM	DEERHAVEN AND GRIMES
RUT	RUT	ANKENY SANITATION	TRASH SERVICE
RUT	RUT	ARNOLD MOTOR SUPPLY	SUPPLIES
RUT	RUT	CAPITAL CITY EQUIPMENT CO.	RENTAL OF ROCK BUCKET
RUT	RUT	Safety Kleen Systems Inc	PARTS WASHER & DIGMAT ROLL
RUT	RUT	CAPITAL CITY EQUIPMENT CO.	BREAKER RENTAL
RUT	RUT	LOGAN CONTRACTORS SUPPLY	OPERATING SUPPLIES
WATER	WATER	I.M.W.C.A.	INSTALLMENT 2
WATER	WATER	ESRI	GIS SOFTWARE
WATER	WATER	RELIABLE MAINTENANCE CO	JANITORIAL SERVICES
WATER	WATER	Heartland Tire & Auto	TIRES FOR 210
WATER	WATER	CENTURY LINK	PHONE SERVICE
WATER	WATER	Des Moines Water Works	PURCHASED WATER
WATER	WATER	HACH COMPANY	WATER DEPARTMENT SUPPLIES
WATER	WATER	ELITE ELECTRIC & UTILITY	REMOVE BLOCKAGE FROM LAGOON
WATER	WATER	KIMBALL MIDWEST	VOLTAGE DETECTOR
WATER	WATER	HAWKINS INC	CHLORINE
WATER	WATER	MUNICIPAL SUPPLY CO.	MAINTENANCE SUPPLIES
WATER	WATER	ANKENY HARDWARE	HOSE
WATER	WATER	KIMBALL MIDWEST	SUPPLIES
WATER	WATER	CORE AND MAIN	HYDRANT REPAIRS
WATER	WATER	D & K PRODUCTS	TURF AND SHADY MIX FOR MAIN
WATER	WATER	Des Moines Water Works	WATER MAIN BREAK 1416 PRAIRIE
WATER	WATER	FREEDOM FLATWORK	MANHOLE REHABS & WATER MAIN
WATER	WATER	GNA TRUCKING LLC	HAULING RIVER ROCK
WATER	WATER	IOWA DEPT. OF REVENUE	EXCISE TAX
WATER	WATER	KIMBALL MIDWEST	HYDRANT BOLTS
WATER	WATER	MARTIN MARIETTA AGGREGATES	RIVER ROCK
SEWER	SEWER	I.M.W.C.A.	INSTALLMENT 2
SEWER	SEWER	IOWA DEPT. OF REVENUE	SALES TAX

CLAIMS REPORT

The City of Polk City

For

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE
SEWER	SEWER	G & L Clothing	WORK BOOTS- PIERRE
SEWER	SEWER	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES
SEWER	SEWER	Contractor Solutions	FLEX SHAFT
SEWER	SEWER	CENTURY LINK	PHONE SERVICE
SEWER	SEWER	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL
SEWER	SEWER	IOWA ONE CALL	UNDERGROUND LOCATIONS
SEWER	SEWER	Ferguson Waterworks	METERS
SEWER	SEWER	Sprayer Specialities Inc	NEW PULL BEHIND
SEWER	SEWER	CITY OF DES MOINES	WRA PAYMENT
SEWER	SEWER	CONTECH ENGINEERED SOLUTIONS	STEEL CULVERT
SEWER	SEWER	FREEDOM FLATWORK	MANHOLE REHABS & WATER MAIN
TOTAL			
		GENERAL	
		ROAD USE	
		WATER	
		SEWER	
		TOTAL	

8/12/2019

AMOUNT
\$8,566.23
\$846.82
\$446.66
\$106.39
\$1,383.77
\$238.00
\$75.00
\$119.24
\$61.59
\$251.09
\$509.53
\$900.00
\$160.18
\$716.97
\$272.75
\$30.00
\$130.99
\$34.30
\$60.00
\$3,231.54
\$129.98
\$1,027.00
\$557.53
\$687.96
\$34.14
\$200.00
\$218.80
\$515.00
\$32.78
\$164.11
\$5,861.87
\$7,714.93
\$1,197.29
\$16.79
\$812.70
\$291.08
\$423.02
\$398.92
\$750.00
\$175.00
\$176.13
\$26.28
\$163.44
\$113.58
\$187.14
\$79.93
\$1,540.00
\$4,305.84
\$309.00
\$390.71
\$593.60
\$280.00
\$4,065.86
\$406.43
\$670.33
\$586.43
\$390.71
\$485.00
\$647.71
\$3,462.00
\$576.57
\$400.71

8/12/2019

AMOUNT
\$357.86
\$1,833.35
\$373.00
\$742.20
\$299.97
\$1.61
\$145.82
\$133.34
\$550.07
\$4,185.55
\$129.95
\$520.00
\$1,938.00
\$33.01
\$3,585.00
\$300.00
\$113.00
\$144.29
\$381.64
\$450.42
\$114.42
\$8.00
\$88.33
\$1,900.00
\$164.11
\$510.18
\$864.60
\$247.22
\$113.78
\$270.50
\$1,162.79
\$224.73
\$110.95
\$495.00
\$514.18
\$124.80
\$225.00
\$335.66
\$450.00
\$644.00
\$164.11
\$2,400.00
\$140.00
\$1,112.00
\$61.93
\$48,180.60
\$783.54
\$321.00
\$66.99
\$413.40
\$101.80
\$54.99
\$1,144.80
\$4,199.55
\$335.00
\$4,289.80
\$4,369.00
\$474.28
\$5,552.00
\$807.00
\$1,358.59
\$164.11
\$364.00

8/12/2019

AMOUNT
\$165.75
\$18.03
\$785.00
\$279.23
\$44.00
\$37.20
\$6,242.68
\$1,334.96
\$25,677.30
\$565.12
\$10,000.00
\$206,001.44
\$77,536.18
\$6,457.50
\$76,330.38
\$45,677.38
\$206,001.44

RESOLUTION NO. 2019-74

RESOLUTION PROVIDING FOR THE GIVING OF NOTICE AND HEARING OF THE CITY COUNCIL REGARDING THE REQUESTED ANNEXATION OF PROPERTY OWNED BY BERGGREN FARMS LLC. INTO THE CITY OF POLK CITY, IOWA

WHEREAS, the Berggren Farms LLC. have requested annexation of certain real estate to the City of Polk City, Iowa:

LEGAL DESCRIPTION:

The East ½ of the Southeast ¼ of Section 26, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa.

AND

All that part of the East ½ of the Northeast ¼ of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying North of the public highway.

AND

Abutting NW Hugg Drive right-of-way lying in the East ½ of the Northeast ¼ of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying north of the NW Hugg Drive centerline.

AND

Abutting NW 72nd Street right-of-way lying in the East ½ of the Northeast ¼ of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying west of the NW 72nd Street centerline.

LAYMAN'S DESCRIPTION:

Property in Polk County, Iowa lying North of NW Hugg Drive

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

WHEREAS, said Section provides that a copy of requested Annexation shall be mailed by certified mail to the County Board of Supervisors at least fourteen business days, and the City is also mailing by regular mail to the Chairperson of the Board of Supervisors, to all Public Utilities serving the area, and to all non-consenting owners of property to be annexed and each owner of property which adjoins the territory at least fourteen days, prior to the action of the City Council.

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

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

1. A public hearing before this Council on the annexation described in the preamble to this resolution is hereby set for 6:00 P.M. on the 26th day of August 2019.
2. The City Clerk is authorized and directed to publish notice of such hearing at the time and manner required by law.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

Published in the Des Moines Business Record on August 2, 2019.

RESOLUTION NO. 2019-75

RESOLUTION PROVIDING FOR THE GIVING OF NOTICE AND HEARING OF THE CITY COUNCIL REGARDING THE REQUESTED ANNEXATION OF PROPERTY OWNED BY BETTYLEE MILLER, KARLA SAMO AND FLOYD NEAL MILLER INTO THE CITY OF POLK CITY, IOWA

WHEREAS, the Bettylee Miller, Karla Samo and Floyd Neal Miller have requested annexation of certain real estate to the City of Polk City, Iowa:

LEGAL DESCRIPTION:

THE SOUTH 20.34 ACRES OF THE EAST 25 ACRES OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING SOUTH OF THE PUBLIC HIGHWAY, OVER AND ACROSS SAID 25 ACRES, A/K/A LOT 1 LYING SOUTH OF HUGG DRIVE, P. WERUMS SUBDIVISION, POLK COUNTY, IOWA, LOCALLY KNOWN AS 12370 NW HUGG DRIVE, POLK CITY, IOWA, EXCEPT THAT PART CONVEYED TO POLK COUNTY IN THE WARRANTY DEED RECORDED IN BOOK 6867, PAGE 292.

AND

THE SOUTHWEST 12.69 ACRES OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Property in Polk County, Iowa lying South of NW Hugg Drive

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

WHEREAS, said Section provides that a copy of requested Annexation shall be mailed by certified mail to the County Board of Supervisors at least fourteen business days, and the City is also mailing by regular mail to the Chairperson of the Board of Supervisors, to all Public Utilities serving the area, and to all non-consenting owners of property to be annexed and each owner of property which adjoins the territory at least fourteen days, prior to the action of the City Council.

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

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

1. A public hearing before this Council on the annexation described in the preamble to this resolution is hereby set for 6:00 P.M. on the 26th day of August 2019.
2. The City Clerk is authorized and directed to publish notice of such hearing at the time and manner required by law.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

Published in the Des Moines Business Record on August 2, 2019.

Polk City Water Department

Monthly Report

Month July

Year 2019

Total Water Pumped 31032960 Gallons
Monthly Daily Avg 1001063 Gallons

Testing Results

- **SDWA Bacteriological Coliform Analysis** about University Hygienic Lab.
Fecal Coliform Analysis- Sample incubated 35c for 48 hrs then examine for gas production. Gas production verifies presence of fecal coliform organisms.
- **Fluoride Analysis** .9 University Hygienic Lab.
A fluoride concentration of approx. 1mg/l in drinking water effectively reduces dental caries without harmful effects on health. MCL for fluoride is 4.0 mg/l.
Fluoride at Plant- Monthly Average 1.33 mg/l Polk City Lab.
Fluoride in System- Monthly Average .73 mg/l Polk City Lab.
- **Chlorine Free At Plant- Monthly Average** .66 mg/l Polk City Lab.
Chlorine Total at plant- Monthly Average 3.43 mg/l Polk City Lab.
Chlorine Free in System- Monthly Average .69 mg/l Polk City Lab.
Chlorine Total in System- Monthly Average 1.12 mg/l Polk City Lab.
Chlorine requirement is the quantity of chlorine that must be added to H₂O to achieve complete disinfection of pathogens and protozoa. Chlorine residuals will vary widely depending on organic loading. We also use chlorine to oxidize iron prior to filtration.
- **Iron Raw Water- Monthly Average** 5.58 mg/l Polk City Lab.
Iron Finish Water- Monthly Average .09 mg/l Polk City Lab.
Iron System Water- Monthly Average .04 mg/l Polk City Lab.
Iron occurs in rocks and minerals in the earth's crust. It's the 4th most abundant element respectively. Iron has no effect on human health; its main objection is aesthetics. Concentrations of Iron in finish H₂O should be between 0.03-0.06mg/l.
- **Manganese Raw Water- Monthly Average** .24 mg/l Polk City Lab.
Manganese Finish Water- Monthly Average .21 mg/l Polk City Lab.
Manganese System Water- Monthly Average .08 mg/l Polk City Lab.
Manganese also occurs in rocks and the earth's crust. It is the 7th most abundant element. Manganese is extremely difficult to remove. Concentrations of Manganese in finish H₂O should not exceed 0.05mg/l or black staining of plumbing fixtures may occur. No effect on human health.
- **pH Raw Water Monthly Average** 7.9 mg/l Polk City Lab.
pH Finish Water-Monthly Average 7.9 mg/l Polk City Lab.
pH System Water- Monthly Average 8.4 mg/l Polk City Lab.
pH scale ranges from 0-14 with 7 being considered neutral. Below 7 becomes corrosive to plumbing, above 7 tends to deposit minerals in plumbing. We add caustic soda to maintain proper pH, which should range between 7.5-7.9 in finish water.

Total Tests Performed- Polk City Lab _____

Total Hours to perform tests _____



City of Polk City, Iowa City Council Agenda Communication

Date: August 12, 2019
To: Mayor and City Council
From: Don Sandor, Interim City Administrator
Subject: Professional services agreement for goal setting session

BACKGROUND:

Polk City has not done a goal session with the City Council for many years. A goal setting session with an experienced outside facilitator will provide the Council the opportunity to establish goals for the next couple of years and provide direction to city staff. With the numerous projects and programs, the city has discussed it is critical to establish which are the highest priorities. These priorities will assist the new City Manager with direction and give input into the completion of the capital improvement plan that staff has started.

Given the lack of recent history with goal setting, using an outside facilitator to guide the process will be beneficial. Pat Callahan is a retired long-time city administrator in Iowa and has for several years been consulting to Iowa cities, including performing numerous goal setting sessions. He will conduct a questionnaire prior to the session, and meet with staff in the afternoon, then with Council in the evening.

The proposed schedule is to hold the session on Tuesday, October 29th, with staff meeting from 1-5 pm and Council meeting from 5 to 9 pm. A final report is then provided after the session.

The professional service agreement has been reviewed by legal counsel.

ALTERNATIVES:

Not conduct a goal setting session.

FINANCIAL CONSIDERATIONS:

Fee for this service is \$1,400.00

RECOMMENDATION:

Approve professional service agreement with Callahan Municipal Consultants, LLC for a Goal Setting Session on October 29, 2019.



STANDARD PROFESSIONAL SERVICES AGREEMENT
(Short Form)

City Copy

NOW ON THIS _____ day of July, 2019, Callahan Municipal Consultants, LLC (hereinafter, Professional), 417 Kaitlynn Avenue, Anamosa, Iowa 52205 and City of Polk City, Iowa (hereinafter, Client). 112 3rd Street, Polk City, Iowa 50226.

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: **Mayor & City Council Goal Setting Session**
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client as outlined in Exhibit. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 0.2% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional 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.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

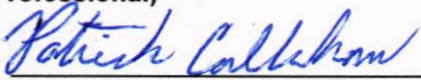
Exhibit A Mayor & City Council Goal Setting Session

City of Polk City, Iowa (Client)

By: _____
(Authorized agent)

(Printed or typed signature)

**Callahan Municipal Consultants, LLC
(Professional)**

By: 

Patrick Callahan, Member
(Printed or typed signature)



Callahan Municipal Consultants, LLC

417 Kaitlynn Ave Anamosa, IA 52205 Cell: 563-599-3708 callahan.cmc@gmail.com

July 20, 2019

Don Sandor
Interim City Administrator
City Hall – 112 3rd Street
Polk City, Iowa

Re: City Council Goal Setting Session

Dear Don:

You recently contacted us regarding a City Council Goal Setting Session. We have conducted numerous city council goal setting sessions and we would be pleased to facilitate such a session for the Mayor and City Council in Polk City.

There is enclosed for your review an overview of the process that we have used for goal setting sessions for various cities in Iowa. We can modify this process to meet the City Council's needs and expectations.

The consulting fee for a goal setting session will depend upon the steps in the process that are completed by us and the steps that are completed by the City. The steps and the fee for each step in the goal setting process are as follows:

Steps in Process	Fee
1. Preparation of an advance questionnaire to be completed by the mayor, council members, and department heads	\$ 100.
2. Tabulation and summarization of the questionnaires.....	\$ 200.
3. Preparation of the agenda, large sheets, and handouts for the goal setting session.....	\$ 150.
4. Facilitation of a meeting with the City Department Heads prior to the City Council meeting.....	\$ 350.
5. Facilitation of the meeting and city council goal setting session.....	\$ 450.
6. Preparation of the final report summarizing the results of the goal setting session.....	\$ 150.
Total Consulting fee for all five steps.....	<u>\$1,400</u>

Some cities request that we complete all six steps in the process for \$1,400., which

includes the consulting fee and all expenses. There are other cities that request that we merely facilitate the session (step #5) for \$450, and the City Staff Members complete the remaining five steps in the process.

We have provided to you a copy of the Goal Setting Report that we completed for the City of Charles City, Iowa, which is a community of 7,652 people. We would envision that the format for the report that we would prepare for the City of Polk City would be similar to this type of report. If you would prefer that we change the format for the Polk City report, please advise us and we will modify our proposal.

We have tentatively scheduled the city council goal setting session for sometime in October. The tentative agenda for the goal setting session is enclosed for your review. If you have any questions or need additional information, please feel free to contact us at callahan.cmc@gmail.com or call 563-599-3708.

Sincerely,



Patrick Callahan
Callahan Municipal Consultants, LLC

EVENT PROPOSAL

Name of Event: Monster Dash 5K Fundraiser

Date of Event: Saturday October 19th, 2019 Starting at 4:00 PM

Location of Event: Polk City Square/Local Roads

Contact Person: Megan Griffith (Megan@PMAppearl.com)

Ryan Toney (Ryan@PMAppearl.com)

Description of Event:

Monster Dash 5K Fundraiser is a halloween themed timed 5K race and “Little Monster” Fun Run. The event will take place on the Square in Polk City. The course for the 5K will be the same as the 4 Seasons 5K race. Participants will be encouraged to dress in costume. Additionally, we will have live music, local food vendors, and family friendly games/events. The purpose of this event is to raise funds for families in the North Polk area that have been affected by cancer. Instead of donating the funds raised to a charity or non-profit, the funds will be distributed straight to the families. We pick two beneficiaries every year.

Funding:

The event will be sponsored by local businesses, citizens, and school organizations. The event will be run by volunteers and managed by the contact people listed above. For sponsorship, we have set up four levels of sponsorship:

1. \$100 - Zombie Level Sponsor

This sponsor will get their name on the back of the Race Shirt and any signage. Additionally, they will be given ONE FREE runner registration.

2. \$250 - Big Foot Level Sponsor

This sponsor will get their name on the back of the Race Shirt and any signage. Additionally, they will be given TWO FREE runner registrations.

3. \$500 - Frankenstein Level Sponsor

This sponsor will get their name prominently displayed on the back of the Race Shirt and any signage. Additionally, they will be given FOUR FREE runner registrations.

4. \$1000 Dracula Level Sponsor (two available)

This sponsor will get their name and logo prominently displayed on the sleeve of the Race Shirt and any signage. Additionally, they will be given TEN FREE runner registrations. There is also a promotional item of their choice to be given to participants.

We expect to have between 10-20 Sponsors, and 20 volunteers ensuring the event goes as planned.

Expected Budget:

Race Shirts: \$9/Shirt x 150 runners (\$1350)
Water Stations Materials: \$30
Bibs/Packets/Pins: \$65
Online Registration with Eventbrite: \$0
Post Race Refreshments: \$100
Course Marking: \$85
Marketing Materials: \$300
Chip Timing: \$600
Port-A-Pottys: \$150
Band: \$600
Stage: \$350

Total Projected Budget: \$3,630

Goals:

- Raise money for local families dealing with cancer
- Raise awareness for cancer and it's effect on our community
- Bring the community together to support each other
- Bring visitors to Polk City
- Have Fun in a safe environment

Timeline:

Week of 7/22:

- Begin Pre registrations
- Approach potential Sponsors
- Get approval from appropriate boards

Week of 8/12:

- Contact local law enforcement/EMS/Fire
- Continue Sponsor hunting
- Begin Marketing & Poster Distribution
- Contact Race Timers and Sign contracts

Week of 9/9:

- Continue Sponsor Hunting
- Finalize Giveaways/Merchandise

Week of 9/23:

- Finalize Sponsor List
- Thank You letters/registration materials to Sponsors

Week of 9/30:

- Obtain course marking materials
- Obtain Bibs/Packets/Pins

Week of 10/7:

- Print course maps
- Contact sponsors about Race Day involvement
- Contact vendors about Race Day logistics
- Put race packets together

Week of 10/14:

- Prepare race day signage
- Close Pre-Registration
- Pre Registration packet pick up
- Day Of packet pick up
- Set-up Race Day

Registration Information:

- Adult Registration: \$25 - includes Shirt and 5K Registration
- Adult Team Registration: \$85 - includes FOUR shirts and 5K Registrations
- Little Monster Registration: \$10 - includes shirt and Little Monster Run

Registration

Family Registration: \$75 - includes TWO shirts and 5K registrations and up to 4 little monster registrations and shirts.

Partners:

- P&M Apparel
- Fareway ()
- Reising Sun ()
- Cupp Insurance ()
- Rock Valley Physical Therapy ()

Sands Chiropractic ()
TLC Cleaning & Gifts ()
Papa's Pizzeria ()
ReMax Team Torres ()
Saylorville Chiropractic ()
Polk City Pub ()
Michelle's School of Dance ()
North Polk Volleyball () [TEAM DISCOUNT]
North Polk Cross Country () [TEAM DISCOUNT]
Boulder's Inn ()
Bilbrey Insurance ()
Green Bean ()
Nelson Automotive ()
Edward Jones ()
Cutting Edge ()
Big Creek Design Group ()
Ankeny Sanitation ()
Perfect Wedding ()
Luana Savings ()
Grinnell State Bank ()
Kyle's Bike ()
Running Room ()
Tikly ()
Fleet Feet ()
Crossfit Ankeny () [TEAM DISCOUNT]
Farrell's Ankeny () [TEAM DISCOUNT]

MONSTER DASH 5K

POLK CITY, IA
OCTOBER 13TH, 2018



POLK CITY SQUARE



- STREET CLOSURE
- CHARACTERS/BATCAR
- POLK CITY FIRE/POLICE
- REGISTRATION/HELP
- GAMES/ACTIVITES
- MUSIC/BAND
- RACE FINISH LINE

CONTACT INFORMATION

MEGAN GRIFFITH: 515-975-7901
MEGAN@PMAPPAREL.COM

RYAN TONEY: 515-490-3940
RYAN@PMAPPAREL.COM

TEMPORARY SITE PLAN APPLICATION



POLK CITY - A City For All Seasons -

Application for Permit to temporarily use a City facility, park or street including temporary structures including Tents or Air Supported Structures, and/or temporary Parking Area

Attach an illustrated site plan detailing locations of all activities, temporary structures and closures. All information must be complete and accurate to receive approval.

Proposed location of event: POLK CITY SQUARE	
<i>Attach Plans, including detailed site plan illustrating locations of all activities, temporary structures and closures.</i>	
Type of Event: 5K/ FUN RUN	Date and time range of Event: 10/19/19 3:00 PM
Dates/times for set up: 10/19 3PM	Dates/times for tear down: 10/19 8PM

Organization holding event: PM IMPACT	Contact* Person Name: RYAN TONEY
Contact Person Email: RYAN@PMAPPAREL.COM	Contact Person Phone: 515.490.3940

***Contact must be on site for set-up and tear-down of event**

****All YES answers below must be detailed on site plan illustration and must include location**

Street closure? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Locations: BROADWAY FROM 3RD TO 2ND Dates/times: 10/19/19 3-8 PM	On Street parking closure? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Locations: BROADWAY FROM 3RD TO 2ND Dates/times: 10/19/19 3-8 PM
Barricades required? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Locations: BROADWAY FROM 3RD TO 2ND Requested delivery date/time: 10/19/19 3PM	Electrical service expected? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Portable Toilets? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Vendor name: Phone number:
Temporary parking lot needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Site to be re-seeded by:	Alcohol on site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>*If yes, must have Iowa Beverage Permit with outdoor service on file</i> <i>**f yes, must have the area fenced off from the rest of the activities to section off the alcohol sales</i>
Curb ramp needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, material:	
Culvert needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Tents? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> (be sure to include location on the site plan illustration)
Name and phone number of owner of tent(s): POSSIBLE TENTS FROM VENDORS/SPONSORS
Tent to be set up & removed by: INDIVIDUAL OWNERS
Fire extinguishers required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Flame-retardant treatment used? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Date of Last treatment:

Information about other temporary structures: (stage, tables, bounce house, etc. include location on the site plan illustration)
TABLES FOR REGISTRATION

Additional Remarks:

Applicant name: RYAN TONEY	Date: 7/23/19
----------------------------	---------------

Approved by:	Date:
--------------	-------

Inspector name:	Date:
-----------------	-------

Official use only:

Fire & Rescue Department approval by: _____ Public Works approval by: _____
 Police Department approval by: _____

July 26,2019

Mayor Morse, City Council, and Chief of Police

The residences of Wolf Creek Townhomes are holding a block party on Saturday September 7 2019 from 4 to 10 pm.

We are asking that the portion of West Trace be closed from Northern Trace to the end of Wolf Creek in front of 913 W Trace. All surrounding neighbors have been asked if the closing would disturb them and they reply that it wouldn't.

Please contact me with any questions or concerns.

Thank you

Charlotte Loter

913 W Trace Dr.

515-240-8436

TEMPORARY SITE PLAN APPLICATION



POLK CITY - A City For All Seasons -

Application for Permit to temporarily use a City facility, park or street including temporary structures including Tents or Air Supported Structures, and/or temporary Parking Area

Attach an illustrated site plan detailing locations of all activities, temporary structures and closures. All information must be complete and accurate to receive approval.

Proposed location of event: <i>Attach Plans, including detailed site plan illustrating locations of all activities, temporary structures and closures.</i>	
Type of Event: <i>Block Party</i>	Date and time range of Event: <i>9-7-19 4pm-10pm</i>
Dates/times for set up: <i>Sept 7, 19 4pm-10pm</i>	Dates/times for tear down: <i>10pm-11pm 9-7-19</i>

Organization holding event: <i>Residents of W&F Court</i>	Contact* Person Name: <i>Charlotte A Loter</i>
Contact Person Email: <i>caloter@msn.com</i>	Contact Person Phone: <i>515-240-8436</i>
*Contact must be on site for set-up and tear-down of event	

****All YES answers below must be detailed on site plan illustration and must include location**

Street closure? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Locations: <i>N. Truce CT & West Truce Dr Intersection to West Truce Dr at end</i> Dates/times: <i>4pm-10pm 9-7-19</i>	On Street parking closure? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Locations: <i>West Truce Dr from Northern Truce Ct</i> Dates/times: <i>9-7-19</i>
Barricades required? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Locations: <i>N. Truce CT Intersection at West Truce Dr</i> Requested delivery date/time: <i>8/14 4pm 9-7-19</i>	Electrical service expected? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Portable Toilets? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Vendor name: Phone number:
Temporary parking lot needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Site to be re-seeded by:	Alcohol on site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>*If yes, must have Iowa Beverage Permit with outdoor service on file</i> <i>**if yes, must have the area fenced off from the rest of the activities to section off the alcohol sales</i>
Curb ramp needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, material:	
Culvert needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Tents? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>(be sure to include location on the site plan illustration)</i>
Name and phone number of owner of tent(s):
Tent to be set up & removed by:
Fire extinguishers required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Flame-retardant treatment used? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Date of Last treatment:

Information about other temporary structures: <i>(stage, tables, bounce house, etc. include location on the site plan illustration)</i>

Additional Remarks:

Applicant name: <i>Charlotte A Loter</i>	Date: <i>26 July 19</i>
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Approved by:	Date:
Inspector name:	Date:

Official use only:

Fire & Rescue Department approval by: _____ Public Works approval by: _____

Police Department approval by: _____

Go to Lat, Lon: Go



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TEMPORARY SITE PLAN APPLICATION



POLK CITY - A City For All Seasons -

Application for Permit to temporarily use a City facility, park or street including temporary structures including Tents or Air Supported Structures, and/or temporary Parking Area

Attach an illustrated site plan detailing locations of all activities, temporary structures and closures. All information must be complete and accurate to receive approval.

Proposed location of event: <u>Oakwood Place</u>	
<i>Attach Plans, including detailed site plan illustrating locations of all activities, temporary structures and closures.</i>	
Type of Event: <u>Block Party</u>	Date and time range of Event: <u>8/30/19</u>
Dates/times for set up: <u>8/30/19 4:00pm</u>	Dates/times for tear down: <u>8/30/19 10:00pm</u>

Organization holding event:	Contact* Person Name: <u>David Stone</u>
Contact Person Email: <u>DStone76@aol.com</u>	Contact Person Phone: <u>515-240-3069</u>
*Contact must be on site for set-up and tear-down of event	

****All YES answers below must be detailed on site plan illustration and must include location**

Street closure? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Locations: <u>Oakwood Place</u> Dates/times: <u>8/30/19 5-9 pm</u>	On Street parking closure? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Locations: <u>Oakwood Place</u> Dates/times: <u>8/30/19 5-9 pm</u>
Barricades required? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Locations: <u>Oakwood Place - See attached plan</u> Requested delivery date/time: <u>8/30/19 4pm</u>	Electrical service expected? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Portable Toilets? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Vendor name: Phone number:
Temporary parking lot needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Site to be re-seeded by:	Alcohol on site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <i>*If yes, must have Iowa Beverage Permit with outdoor service on file</i> <i>**f yes, must have the area fenced off from the rest of the activities to section off the alcohol sales</i>
Curb ramp needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, material:	
Culvert needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Tents? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> (be sure to include location on the site plan illustration) <u>2-3 Shade Canopy's</u>
Name and phone number of owner of tent(s): <u>David Stone</u>
Tent to be set up & removed by: <u>David Stone</u>
Fire extinguishers required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Flame-retardant treatment used? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Date of Last treatment:

Information about other temporary structures: (stage, tables, bounce house, etc. include location on the site plan illustration)

Additional Remarks:

Applicant name: <u>David Stone</u>	Date: <u>7/28/19</u>
------------------------------------	----------------------

Approved by:	Date:
Inspector name:	Date:

Official use only:

Fire & Rescue Department approval by: _____ Public Works approval by: _____
 Police Department approval by: _____

Oakwood Place Block Party

Hello Neighbors,

We have requested a permit for a Block Party and we are needing your help. We would like to block off a portion of Oakwood Place and need our friendly neighbors to sign off. We will be hosting this block party on Friday, August 30th from 5:00 pm till 9:00 pm. Please see attached Flyer for more information

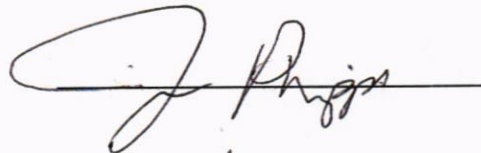
Host: David Stone, 610 Oakwood Place. 515-240-3069

Neighbor:

Signature:

Jim and Suzanne Phipps

604 Oakwood Place



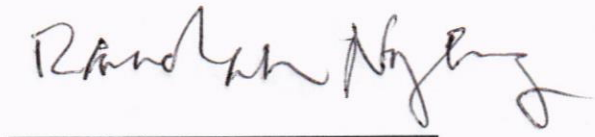
Heath and Stacey Paulsen

614 Oakwood Place



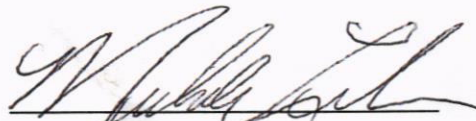
Randy and Judy Nyberg

601 Oakwood Place



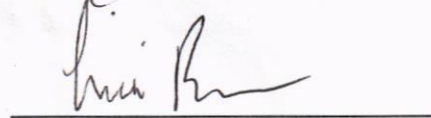
Terry and Michelle Lehrman

605 Oakwood Place

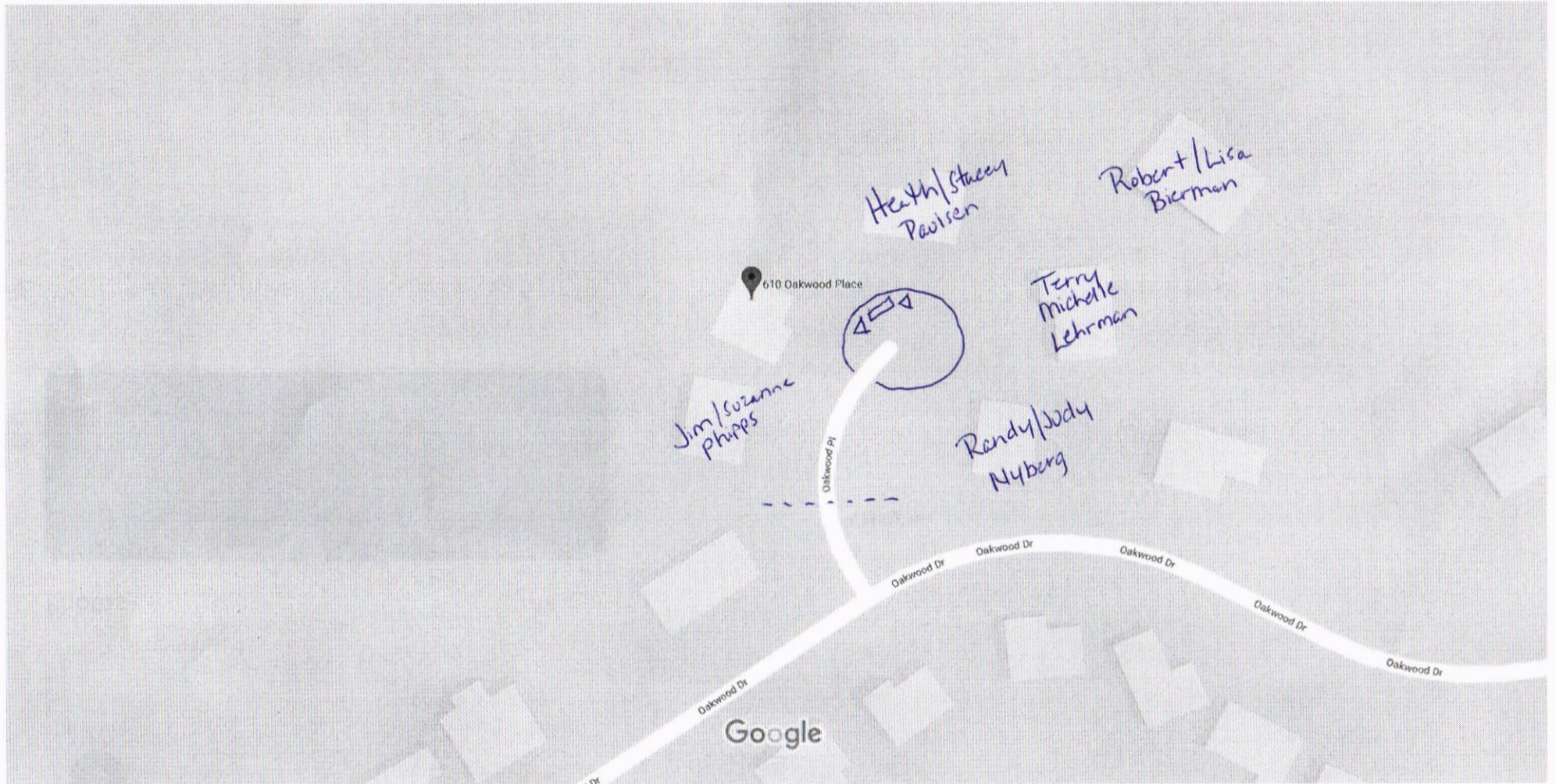


Robert and Lisa Bierman

609 Oakwood Place



Google Maps 610 Oakwood Pl



Map data ©2019 50 ft

Barricade - - - - -
 Tent Δ Δ
 Tables □



610 Oakwood Pl

Polk City, IA 50226



Directions



Save



Nearby



Send to your
phone



Share

Photos



LIBRARY -JULY 2019 STATS SNAPSHOT	July 2018	July 2019	June 2019
Total Visitors	4,317	3,921	4,522
People Checking Out	494	632	618
Polk City Cardholders	429	544	546
Polk City Checkouts	4,542	5,588	5,810
Open Access Cardholders	44	44	35
Open Access Checkouts	519	558	578
Rural Cardholders	21	44	37
Rural Checkouts	221	528	441
Bridges E-book/Audiobook Checkouts	464	520	464
Outgoing ILL Books	23	20	23
Total Checkouts (incl. Bridges & Outgoing ILL)	5,769	7,214	7,316
Auto Renewals (began in September 2018)	NA	1,189	853
Total Checkouts (adjusted for auto-renewal)	5,769	6,025	6,463
Incoming ILL Books	16	38	28
Reserves Placed	218	167	283
Materials Added	270	182	262
Materials Withdrawn	504	22	75
New Cards Issued	31	33	52
Computer Users	82	86	80
WiFi Users (on site)	19	42	38
Reference Questions	227	122	175
AWE Station Usage	320	212	242
AWE Games Played	489	636	788
Adult Programs	18	20	24
Adult Program Attendance	115	275	207
Youth Programs	12	11	14
Youth Program Attendance	686	689	930
Tutoring	77	76	56
No. of Meeting Room Uses by Outside Groups	2	4	1
Patron Savings (physical materials only)	\$74,010	\$79,175	\$89,478
Blank Park Zoo Adventure Pass (\$44)	19	14	10
Science Center of Iowa Adventure Pass (\$44)	19	13	4
Living History Farms Adventure Pass (\$51)	9	8	10
Botanical Gardens Adventure Pass (\$34)	4	6	5
Brenton Skating Plaza (\$46.50)	NA	NA	NA
Des Moines Children's Museum (\$36)	NA	8	3
TOTAL ADVENTURE PASS SAVINGS	\$2,178	\$2,088	\$1,404
Summer Reading Signups (0-11)	426	495	491
Summer Reading Signups (12-18)	53	84	82
Adult Reading Participation	102	114	NA

AGENDA FOR POLK CITY LIBRARY BOARD MEETING
Polk City Community Library Meeting Room
Monday, July 1, 2019 at 6:30 pm

I. The meeting was called to order by Lisa Mart at 6:35pm.

II. Motion made by Mike Miller and seconded by Sara Olson to approve the agenda for this meeting, passed anonymously.

Board Members Present: Lisa Mart, Angie Conley, Sara Olson, Mike Miller

Board Members Absent: Corey Hoodjer

Library Director Present: Jamie Noack

City Council Liaison Present: Mandy Vogel

Guests Present: None

III. Consent Items

1. Consider motion to approve the [June Library Board Minutes](#)
2. Consider motion to approve the May 2019 finance reports
 - a. [History](#)
 - b. [Budget](#)

Motion to approve consent items made by Mike Miller, seconded by Angie Conley, passed unanimously.

IV. Communication from the Public: None

V. Director's report

Library Statistics:

- Circulation and library usage was consistent with May 2018
 - May 2019 circulation was 47 less than May 2018 when accounting for auto-renewal.
 - The number of patrons visiting the library was up down 267 people from last May. We attribute this to the fact that most school visits related to the summer reading program happened at the school rather than the library due to weather.
 - Adventure Pass stats: 13 Adventure Passes were used in May saving patrons \$545.
 - Library Patrons saved \$51,670 in May by borrowing materials from the library verses purchasing them.
 - We had approximately 250 people attend our summer reading kickoff event on the Square on Friday night.

What's New:

- Mi-Fiber has lines run to the start of the parking lot on Parker.
- We have had over 800 kids attend programs in our first 3 weeks of summer reading compared to 784 in the first 3 weeks of 2018. Attendance at our Wednesday school-age programs are nearly double last years numbers while the number of people attending our performers on Thursday are lower.
- Our adult programs are also drawing large numbers: Instant Pot (27), Organization (16), POW's (23).
- The city's attorney is investigating a possible copyright infringement suit against the library for unspecified content on our website. It appears to be a scam, but Don Sandor, Interim City Administrator, agreed that we needed legal advice.
- We will not have programs on late-start Mondays this year due to the school's format change. Brittany has been working hard to find plan more after-school activities for school-age kids. We are also adding some new morning programs for preschoolers.
- We plan to offer Geri-Fit classes, senior fitness classes via DVD, beginning this fall. Libraries who piloted the program in January report the classes are well-received by their patrons.
- The city is in the preliminary stages of creating a comprehensive improvement plan (CID) for each department. I was asked to provide facility needs we may have up to 5+ years out. In

addition to the obvious need of more room, other suggestions (mostly just based on age of building) included replacement of library's HVAC system, roof, carpet, meeting room floor and interior painting. Other suggestions included adding security cameras/alarms.

- We are looking at ways to improve our storage situation within the library.

Upcoming Programs:

- July 4 Library Closed
- July 9 Paranormal Iowa & Euchre 1:30
- July 10 Friends of the Library meeting 6:30
- July 11 Cribbage 1:00
- July 11 DIY Cosmic Soaps 6:00
- July 16 Adult Coloring 6:00
- July 18 Apollo 11 movie 1:30 & 6:00
- July 19 Library closes at noon-Four Seasons Festival
- July 19 What's It Worth? Antique appraisal program 4-7 @ fire station
- July 20 Library closed-Four Seasons Festival
- July 29 DIY Card Crafting 6:00
- September 9 RVTV-Library crafts on the Square 4-7
- September 18 Downstairs at Downton 1:30
- September 21 Under the Sea Party 10:30
- September 24 Better Angels documentary & League of Women Voters
- September 25 BBQ presentation with Trace Kendig

VI. Liaison report:

1. Search for new City Administrator – down to 4 candidates that will be interviewed
2. Becky Leonard is resigning from her position.

VII. Board Education: none

VIII. Agenda Items

1. Approve re-allocation of line totals within the FY20 budget to cover increases in budgeted expenses.
Motion made to approve by Sara Olson, seconded by Mike Miller; motion passed unanimously.
2. Approve Criminal Background Check Policy.
Motion made to approve by Mike Miller, seconded by Angie Conley; motion passed unanimously.
3. Tier Standards-Review Section 7: Library Programming & Community Relations (pg. 20 of "In Service to Iowa")- Director Noack reviewed the Standards – no action needed.

IX. Adjourn - Sara Olson to move adjourn, Mike Miller seconded-motion passed unanimously. Meeting adjourned at 6:54pm.

X. Work Session: Strategic Planning

Next Meeting Monday, August 5 at 6:30 PM

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

Library Director's Report

July 2019

Library Statistics:

- Circulation and library usage increased from July 2018
 - July 2019 circulation was 256 more than July 2018 when accounting for auto-renewal.
 - The number of patrons visiting the library was down 396 people from last July although program participation was considerably higher. We attribute this significant change to not having a finale party for the end of summer reading. Last year's door counter number was 419 people on our finale party day.
 - Adventure Pass stats: 49 Adventure Passes were used in July saving patrons \$2,088.
 - Library Patrons saved \$79,175 in July by borrowing materials from the library versus purchasing them.
 - We had 100 more kids signed up for summer reading this year compared to 2018.
 - 114 adults completed the summer reading program. The collectively read 934 books and filled 42 program seats. This is an increase of 12 finishers from last year.
 - We averaged nearly 39 hours of volunteer labor each week.

What's New:

- We had an internet outage from 3:15 pm on Thursday, July 18 until about 11:30 am Friday, July 19.
- Mi-Fiber is under new management. The new managers were here right after our outage and contractors have been around this week so we think we will have service soon.
- We had 1,704 people attend our youth programs this summer compared to 1,470 in 2018.
- We co-sponsored a screening of the movie "The Public" on July 12 at the Urbandale Library. Forty people attended including 4 from Polk City.
- Our antiques appraisal program was moved back to the library due to extreme heat. Fifty-two people attended. Many asked us to do it again.
- On July 24, we collaborated with Qube Hotel for a farm themed story time and tractor show. Over 60 people attended.
- The library will have crafts on the Square from 3:30/4:00-7:00 for RVTV. The Friends of the Library will be selling popcorn.
- We have purchased some cabinets from ReStore and public works will hang them in our storage area off of the meeting room.
- New library cards have been ordered. We are excited to begin the transition.
- Jamie will be helping the police department with National Night Out on Tuesday, August 6.
- Brittany and Jamie will begin ordering items for the STEM library in August.
- We have made the decision to remove the Four Seasons Photo Club from library programming effective September 1, 2019. The club has been making their own decisions regarding presenters for some time with the library's approval, but recently began scheduling extra outings on their own, created a website and Facebook page and began designing their own logo all without library consent. They will continue to meet at the library in accordance with our meeting room policy, but will not be meeting on Thursday evenings and will not be considered a library sponsored program.
- The ISU Extension program will be offering after-school programming at the library on Tuesdays from September 10-October 15.
- Story time is switching to 10:00 this fall at the request of many patrons. Brittany is also adding some Thursday morning programs including Sing & Shake and Messy Munchkins
- Board has approved 1 day of staff training for the year. We are having a difficult time finding a good time when all staff can attend. We are proposing using MLK Jr. Day each year as staff training with the library closed for the entire day so that Linda can attend.

Upcoming Programs:

- September 9 RVTV-Library crafts on the Square 4-7
- September 12 Health Care Today
- September 13 Story Time at Polk City Nursing Home
- September 18 Downstairs at Downton 1:30
- September 21 Under the Sea Party 10:30
- September 24 Better Angels documentary & League of Women Voters
- September 25 BBQ presentation with Trace Kendig
- September 30 Geri-Fit begins
- September 30 DIY Card Crafting

2019 SUMMER READING PROGRAM SUMMARY

YOUTH PARTICIPATION

The 2019 Summer Reading Program kicked off Friday, May 31 with a family registration event in the Polk City Square. Magician Jonathan May entertained a crowd of over 250 people.

495 children, ages 0-11, and 84 teens, ages 12-18, (579 total) registered for the summer reading program. This was an increase of 100 participants from 2018's program (69 children and 31 teens). Beautiful Beginnings did not attend any library programs this year and have come to some in the past.

YOUTH PROGRAMS

	2019	2018
MONDAY MOVIES	160	68
TUESDAY STORIES	443	486
WEDNESDAY FRIENDSDAY	353	176
THURSDAY ENTER- TAINERS	748	740
TOTALS	1,704	1,470

ADULT PARTICIPATION

114 adults finished the summer reading program. This is an increase of 12 finishers from last year. Collectively they read 934 books and attended 42 programs.

ADULT PROGRAMS ATTENDANCE

Instant Pot 101 (27 attendees), A Place for Everything (16), POW's in Iowa (23), DIY Galaxy Shirt (9), Paranormal Iowa (31), DIY Cosmic Soap (5), Apollo 11 movie (7)



SUMMER READING 2019



SUMMER READING



2019





City of Polk City, Iowa City Council Agenda Communication

Date: August 12, 2019
To: Mayor & City Council
From: Jim Mitchell – Fire Chief
Subject: Staff Departures

BACKGROUND: Recently, we received a request for leave of absence from John Mitchell and a request for a retirement from Adam VanderLeest (see attached letter).

ALTERNATIVES: Replace both positions, one paid-on-call and one part-time. Replacing these positions will be a great challenge due to their knowledge, experience, dedication and devotion to the fire service and the City of Polk City. See both requests attached.

John Mitchell plans to return in late December 2019 after completing Des Moines Fire Department's Drill School. All of the Officer's agreed to grant this request and we look forward to John's return!

Adam VanderLeest has been a member of Polk City Fire since February 2004. He has served in several different positions up to Assistant Fire Chief. Adam assumed the responsibility of the daily operations of the department while Assistant Chief. Adam has asked that this departure be considered a retirement, which would make him eligible to be an Honorary Member. Given the fact that Mr. VanderLeest has provided impeccable service to the City of Polk City, I have granted that wish and I'm proud to make Adam VanderLeest an Honorary Member of the Polk City Fire Department.

FINANCIAL CONSIDERATIONS: N/A

RECOMMENDATION: Accept the Leave of Absence request and the Retirement request and approve Adam VanderLeest as an Honorary Member.

Chief Mitchell,

I am writing to propose a leave of absence from the Polk City Fire Department from 07/29/2019 to 12/29/2019. I am writing this proposal due to the fact that I have recently gained employment at the Des Moines Fire Department. With this new job, I am required to go through an initial fire academy that starts on 07/29/2019 and ends on an undetermined date in December of 2019. The fire academy is scheduled to be Monday through Friday from 0700 to 1600. In addition to being very dedicated to this academy while I am at work, I have been told that much time needs to be spent at night and on weekends studying for various tests and homework assignments for the length of the academy. I feel the need to take this leave because I do not feel that I can give my best effort both in the academy and fulfilling my duties as a Firefighter/Paramedic for the Polk City Fire Department. After completion of the fire academy, I will return to a 24/48 work schedule and plan to return to duty and resume my roll with the Polk City Fire Department. Your support during this exciting and challenging time would be most appreciated. I look forward to discussing this matter more with you. If you have any questions or concerns, please feel free to contact me.

Respectfully,

John Mitchell

Adam VanderLeest
1201 NW Hugg Dr
Polk City, IA
Date

Chief Jim Mitchell
Polk City Fire Department
309 W Van Dorn
Polk City, IA

Chief Mitchell,

I started with the Polk City Fire Department in February 2004 and have had the honor and privilege to work with some of the best people in the industry. I have had the opportunity to hold several positions from Fire Fighter to Assistant Chief.

In 2017 I stepped down from the role of Assistant Chief, knowing that my life schedule was becoming more and more demanding. Know the demand of work/ life balance, I felt that this was the best decision for the department, my family and myself. Since that time, my work/life balance has not only changed, it has become more and more demanding and I feel as though I am doing this department and city a dis-service.

I have not had the time available to meet the minimum training requirements nor the minimum on call hours per month. I hold training and participation to the highest standard and I feel as a senior member I stain the reputation of training and membership minimums by not setting the example.

This has not been an easy decision for me, nor should it ever be.

I am hereby giving notice of my resignation/retirement from the Polk City Fire Department effective August 1, 2019.

Regrettably & Respectfully.

Adam VanderLeest.

A handwritten signature in blue ink, appearing to read 'A VanderLeest', written over a horizontal line.



City of Polk City, Iowa City Council Agenda Communication

Date: August 12, 2019
To: Mayor & City Council
From: Jim Mitchell – Fire Chief
Subject: New Employees

BACKGROUND: Due to staff departures over the past six months, we have found that the remaining part-time staff is not available to fill all of the day shifts. We have several open paramedic day shifts in August and a need to hire and begin orientation.

ALTERNATIVES: We have conducted interviews, obtained background checks, obtained clearance of physical examinations and offered conditional employment and pay rate to the following individuals:

Parker Caskey – Paramedic = Part-Time wage of \$17.60 per hour and paid-on-call wage of \$15.38 per hour.
Landon Slagle – Paramedic = Part-Time wage of \$17.60 per hour and paid-on-call wage of \$15.38 per hour.
Matt Fitch – EMT = Part-Time wage of \$14.21 per hour and paid-on-call wage of \$13.33 per hour.
James Gathercole – Paramedic = Part-Time wage \$18.16 per hour and paid-on-call wage of \$15.38 per hour.
Jenna Sherzan – Paramedic = Part-Time wage \$18.16 per hour and paid-on-call wage of \$15.38 per hour.

We have interviews scheduled with four other individuals next week to include 1 Paramedic, 2 EMT's that is near completion of paramedic school and 1 paid-on-call.

FINANCIAL CONSIDERATIONS: There are NO budgetary increase due to the fact that they will staff existing part-time positions.

RECOMMENDATION: Approve the above mentioned for employment with the City of Polk City effective August 12, 2019 at the mentioned wage. The difference in wages involve certification level and experience. All five of these individuals have fire service experience with fire departments in Polk County.

Due to the need for staff and waiting until the next Council meeting, I would ask for approval to potentially hire four more individuals, pending background check and physical examinations.



City of Polk City, Iowa

City Council Agenda Communication

Date: August 12, 2019
To: Mayor & City Council
From: Don Sandor, Interim City Administrator
Subject: Ambulance Billing Service Agreement

BACKGROUND:

With the recent resignation of the Deputy City Clerk, it is the appropriate time to consider a firm to do ambulance billing for the City. A private firm that does ambulance billing for cities can save the city staff time, increase collection rates through follow up collection procedures, keep current on changes in regulations regarding Medicare, Medicaid and private insurance providers, and remove liability exposure from the city in case of errors.

Chief Mitchell received proposals from three firms and recommends Physicians Claims Company, Inc. (PCC). They have an office in West Bend, Iowa and provide service to several Iowa communities. The agreement has been reviewed by the City Attorney.

The agreement is for two years.

ALTERNATIVES:

Continue to bill for ambulance service with city staff.

FINANCIAL CONSIDERATIONS:

PCC would bill for 7.75% of claims collected. Based upon last fiscal year this would be approximately \$10,000. It would be anticipated that PCC would increase the collection rate sufficiently to more than offset their fee.

RECOMMENDATION:

Approve the Ambulance Billing Service Agreement with PCC.

RESOLUTION NO. 2019-73

**A RESOLUTION APPROVING A SERVICES AGREEMENT WITH
PHYSICIANS CLAIMS COMPANY, INC. FOR AMBULANCE BILLING**

WHEREAS, it is in the best interest of the Polk City, Iowa, Fire Department to outsource ambulance billing and collections; and

WHEREAS, the Fire Department received proposals from three firms and recommends Physicians Claims Company, Inc. (PCC); and

WHEREAS, the services agreement is for a two-year term and PCC would bill for 7.75% of claims collected; and

WHEREAS, the agreement has been reviewed by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Ambulance Billing Service Agreement with Physicians Claims Company, Inc. (PCC) for two years.

PASSED AND APPROVED the 12th day August 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

PCC

AMBULANCE BILLING SERVICE



YOU ARE THERE FOR OTHERS PCC IS HERE FOR YOU

No matter what size service you have, our staff continues to provide the highest level of service to ensure your success for years to come. PCC is dedicated to providing the highest quality coding, billing and account management services for a low cost to Ambulance Providers.



FIND OUT MORE ABOUT YOUR EXPERTS IN AMBULANCE BILLING PCCFORME.COM



PCC AN AMBULANCE BILLING SERVICE

Does your ambulance service struggle to generate revenue for new equipment?

Not enough revenue to invest in paid employees?

Do you find it more and more difficult to allocate city funds to support your ambulance?

Does your billing staff have the necessary training to ensure your funds are safe?

Or maybe you're just not happy with how your billing is being done currently...

Simplify & Maximize with PCC

At PCC maximizing revenue while maintaining compliance with federally mandated regulations isn't just a catch phrase; it's a commitment. PCC's A/R management and follow-up process is the choice for outsourcing you're billing needs. Our attention to details ensures that your revenue is maximized with little interruption to your day. You can rest assured that your service is well taken care of from the billing support PCC provides.

PCC has assembled a dedicated team of billing and collection professionals to provide a dependable service that far exceeds expectations. Our expertise, commitment, and processes are proven to be at the forefront of our industry. It is said that, "PCC is the only service that we trust" for complete and accurate Fire & EMS billing across the Midwest Region.

PCC strives to be the leader in the following areas:

- **Efficiency** – PCC staff will submit information to insurance companies in a timely manner. Claims will be filed *electronically* to all insurances possible. This ensures efficient and timely payment of claims from 14 days by Medicare to 30-45 days by commercial insurance. PCC has protection processes in place to ensure efficient claim processing the first time.
- **Compliance** – PCCs is committed to meeting regulations as set forth by State & Federal Agencies. PCC staff members are trained and understand how it applies to our industry. It is our goal to comply with all regulations.
- **Scalability** – PCC has capability to work seamlessly with many EMR (Electronic Medical Record) vendors. We can *electronically receive patient care reports via Med-Media, Image Trend, Firehouse, Zoll, ESO and other electronic means.*
- **Reporting** – PCC will supply monthly reports that give an accurate detail of all claims entered for the month, payments received and applied to patient balances, and patient remainder balances so you know the open balances for each patient. Or, if you want a specific report for your bookkeeping system, we can work with you to provide you with specific reports that will work for your service.
- **Support** – Once you given PCC the opportunity to provide service, PCC will take care of the rest. From patient inquiries to missed signature on file forms sent to the patient so we can bill their insurance PCC will take care of you. Let our friendly staff provide you with the benefits of having an entire support staff at your finger tips.
- **Professional Customer Service** for Ambulance service and patient inquiries.

Our professional staff consists of Certified Ambulance Coders to provide best practice in the medical billing. It is our goal to provide a service that will pay for itself in a short time. Our professional staff has been proven to do accurate billing and improve cash flow for services between 20-50 percent over their previous in-house biller. PCC provides EMS crew member documentation. PCC's Certified Ambulance Coding Staff ensures claims processing accuracy.

We continue our commitment to accuracy & excellence by performing pre-payment & post payment reviews to validate industry best billing practices that maximize revenue.



PCC AN AMBULANCE BILLING SERVICE

Simplify & Maximize with PCC

Q: What kind of training do you provide for PCC staff?

A: Medicare meetings from CMS, WPS, NAS (Noridian Administrative Services), Iowa Medicaid, South Dakota Medicaid, Symposiums held by Wellmark BCBS, HBMA (Healthcare Billing & Management Association) classes are all required training forums for PCC employees. Ambulance specific training is an annual requirement for coding staff. PCC Certified Ambulance Coding staff ensures claim processing accuracy.

Q: What insurance companies does PCC submit claims to?

A: PCC submits claims electronically to all insurance companies accepting electronic submission.

Q: What is the procedure for claim payments?

A: All payments continue to be mailed or electronically deposited to the ambulance provider's address. The ambulance provider then provides payments/correspondence to PCC for processing. A lock box can be established if requested by the ambulance provider.

Q: How are electronic rejections handled?

A: PCC follows a review process and reviews all batch details until claim adjudication. Upon review if claim denial warrants payment review, PCC will file an appropriate appeal with any additional documentation required. There is no extra charge for this process.

Q: How do you determine your fees?

A: PCC's fee is based on a percent of net collections. Once PCC begins processing your claims, fees associated with processing are often absorbed in experienced revenue increases. Some providers have reported 20-50% increases over the previous in-house biller.

Q: How often are statements sent to patients?

A: Once a month for three consecutive months after which a Past Due statement is sent if no prior payment response. PCC will gladly make payment arrangements and/or set up a payment plan for accounts with open balances. Note: A Toll Free Customer Service number is provided on all Patient Statements.

Q: Who is responsible for CPT, ICD-9 & ICD-10 and HCPCS coding?

A: Once the EMS Personnel properly fills out the PCR (Pre-hospital Care Report), PCC will properly apply condition codes based on PCR documentation. PCC will then apply charge codes according to the ambulance provider's charge schedule. PCC will schedule a documentation class as continuing education for EMS Personnel as needed. Proper documentation is the key to maximizing reimbursements.

Q: Can you handle electronic payments?

A: PCC can work with your finance department to set up the process of receiving credit, debit, or HAS spending account on your behalf. This increases the number of options available to receive patient payments. This option reduces the number of days an account is open. Deposits for ambulance payments are made to your bank account.

Q: Do you handle accounts receivable from the previous billing company?

A: Yes, PCC can submit aged claims when requested to. There is no extra fee for old A/R collections.

Q: What is PCC's process to locate patient demographics when the Hospital Face sheet is inaccurate?

A: PCC will verify information with the patient/ hospital to obtain any updated information. PCC also utilizes Accurant by Lexis Nexis for all skip tracing needs. Accurant is the leader in providing essential information that helps advance industry & society.



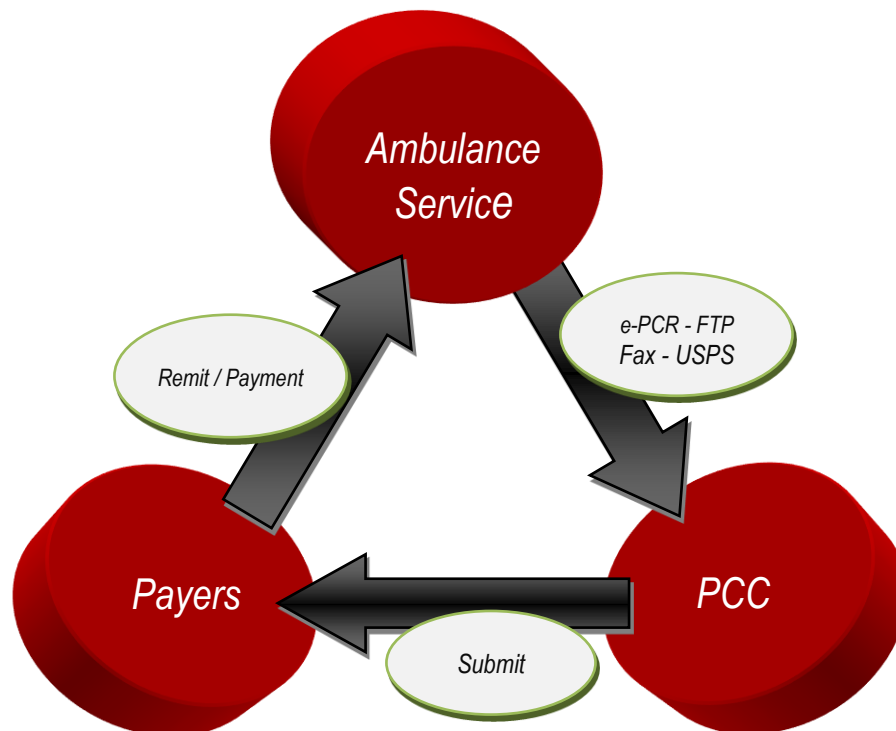
PCC AN AMBULANCE BILLING SERVICE

How the process can work for you...

PCC understands the challenges EMS Crew member's face when they are in the field. PCC strives to make the documentation process as effortless as possible so your focus can be on your patient.

The process is as follows:

- PCC can receive your documentation by mail, fax or electronic means. EMS crewmember submits the PCR required Patient Signature Form, & Hospital Face Sheet to PCC regularly for processing.
- Claims are created and sent from our claims management system. Upon completion all claims are sent to the Insurance Payer, Motor Vehicle Claim Adjuster or Worker's Compensation Insurance Carrier.
- EMS service receives payment. Copies of all payments, Insurance EOB (Explanation of Benefits) and all billing correspondence are forwarded to PCC. Remainder Statements and Secondary Insurance Claims are filed for forward billing. A Month End Review is conducted to ensure cash-flow is maximized. PCC does have the capability to receive all payments directly on your behalf if requested.
- Denials, Reviews, Appeals, Crossover Claims, Patient Statements and Non-Insurance claims are handled by PCC at **no extra charge**.



West Bend, IA
Toll Free 866.332.5335
Fax 866.887.2003

Castlewood, SD
Toll Free 877.882.9911
Fax 877.882.9922

BILLING SERVICES AGREEMENT

This Service Agreement (the "Agreement") is made between **Polk City Fire Department, IA** ("CLIENT"), and Physicians Claims Company, Inc. ("PCC"). This Agreement will be effective for Services (as defined below) beginning on the **1st day of July 2019** (the "Effective Date").

In consideration of the representations, covenants and agreements contained in this Agreement and the attached Schedules, CLIENT and PCC (collectively referred to herein as "Parties" and individually as "Party") agree as follows:

1. **Services.** PCC will use commercially reasonable efforts to obtain reimbursement for CLIENT's charges for all clinical procedures and medical services ("Medical Services") rendered on or after the Effective Date, through billing of patients and third party payers and the management of CLIENT's accounts receivable as more fully described in Exhibit 1, annexed hereto and incorporated herein by reference (the "Services"). During the term of this Agreement, PCC will be the exclusive provider of Services to CLIENT.
2. **Term.** The initial term of this Agreement will be **two (2) years** (the "Initial Term") from the Effective Date. This Agreement will automatically renew for successive additional two (2) year terms, unless either party gives the other written notice at least ninety (90) days before the end of the then current term. Notwithstanding the foregoing, this Agreement can be terminated at any time on written notice for cause consisting of a material breach of a term or condition hereof which is not corrected within ninety (90) days of prior written notice describing the breach in reasonable detail. This Agreement may also be terminated on written notice in the event either party becomes excluded from participation by the Medicare or Medicaid program; PCC becomes legally unable to provide the services contemplated herein; or CLIENT becomes legally unable to provide medical services, insolvent or files for bankruptcy protection, or as otherwise specified herein.
3. **Fees.** Beginning as of the Effective Date, CLIENT agrees to pay PCC, a Base Fee of **7.75%** per month of net collections (the "Base Fee").
 - a) Net collections shall be defined as the total sum of all monies collected by PCC for all medical services rendered by CLIENT, less amounts refunded or credited to patient or third party payer as a result of overpayments, erroneous payments or bad checks.
 - b) Notwithstanding the foregoing, in the event that:
 - i. CLIENT fails to disclose to PCC, at or prior to the time this Agreement is executed, information relating to CLIENT's practice, which information, if disclosed, would have materially increased the costs of billing and collection efforts incurred by PCC; or
 - ii. CLIENT materially changes fundamental aspects of its practice (such as its practice sites, the type of services provided, its payer mix, quality or type of demographic information available, method of documenting services provided or the like),

PCC may propose an adjustment to the Base Fee in writing (the "Adjustment Proposal"). For the thirty (30) day period after CLIENT's receipt of the Adjustment Proposal (the "Discussion Period"), PCC shall be available to discuss the basis for the amount of the proposed adjustment with CLIENT. If CLIENT agrees to the proposed adjustment, this Agreement shall be deemed amended to reflect the new Base Fee. If, on or before the end of the Discussion Period, CLIENT has not accepted the Adjustment Proposal or the parties have not otherwise agreed as to an adjustment to the Base Fee, PCC may terminate this Agreement on ninety (90) days advance written notice. Changes in the Base Fee under clause (a) shall be retroactively effective to the Effective Date; changes under clause (b) shall be effective as of the end of the Discussion Period.

 - c) In addition to the Base Fee, CLIENT will reimburse PCC for the following ("Additional Fees"):

- i. If requested by CLIENT, Provider enrollment services at the rate:
 1. **\$400.00 per each new, revalidation, change or termination 855b Medicare enrollment application. This fee also pertains to new enrollments for other carriers.**
 2. **\$200.00 per all state Medicaid enrollment applications; \$100 per each renewal or update completed for state Medicaid enrollment application.**
 - ii. Upon CLIENT request, PCC shall have responsibilities for CLIENT's claims with dates of service prior to the Effective Date only when it has been determined that they were not previously billed and/or not correctly billed and PCC thereafter billed and/or re-billed/re-submitted them.
 - iii. A reasonable per-hour claims processing charge where CLIENT, after written notice from PCC, continues to submit incomplete or incorrect data for billing (collectively, "Additional Charges").
 - iv. CLIENT agrees to pay the Base Fee and Additional Charges within thirty (30) days after receipt of each invoice from PCC. Fees not timely paid will bear interest at the rate of fifteen percent (15%) per year or the maximum rate allowed by law, if less.
 - v. Notwithstanding any term or provision hereof to the contrary, PCC will have the right to terminate this Agreement immediately if CLIENT fails to timely pay any PCC Invoice where the amount due, as determined by Paragraph 3 of this agreement, is not disputed, if such payment(s) is not made within ten (10) days of the mailing by PCC of written notice of such default to CLIENT. PCC may also, in its sole discretion, decline to provide the wind-down services specified in Paragraph 8(A) – (E), herein and cease Services until and unless all Base Fees, Additional Charges, and interest, as provided for herein are paid in full.
4. **Bank Account** If requested by CLIENT and agreeable to PCC, a bank account will be maintained in the name of CLIENT at a bank approved by CLIENT and acceptable to PCC ("CLIENT ACCOUNT") and all cash receipts will be deposited daily into the bank account by PCC, or into a lockbox account, at the election of the CLIENT. PCC will have no signatory or ownership rights in the bank account and will have no right to negotiate checks or assert ownership rights in deposited funds. To the extent required by PCC, CLIENT shall insure that the banking institution provides depository or other information directly to PCC or copies of documents relevant to establishment or verification of net collections. CLIENT shall be solely responsible for all bank charges.
5. **Operating Procedures.** CLIENT agrees to provide or to cause facilities or other sites at which CLIENT provides Medical Services to provide PCC accurate and complete demographic, procedure and charge information, at no cost to PCC ("Demographic Information"). CLIENT acknowledges that PCC will rely on the Demographic Information in providing the Services and that the timing and amount of Net Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of PCC. To the extent possible, at the request of PCC, CLIENT will ensure that the foregoing information provided to PCC in electronic form, a standard form and format reasonably consistent with PCC's computer system.
- a) PCC will bill and attempt to collect CLIENT charges in a manner consistent with all applicable Federal, State and Local laws and regulations and within the policies and procedures of third party payers that are made known by such payers to medical practices and billing companies or otherwise known by PCC. PCC is not a collection agency and does not provide collection agency services and CLIENT is solely responsible for the selection and engagement of a collection agency for collection accounts, if such services are desired.
 - b) The parties may mutually agree to specific operating policies and procedures related to the performance of Services under this Agreement. Such operating policies and procedures, or amendments thereto, will, upon mutual written and signed agreement, become an integral part of this Agreement and shall be binding upon both parties. The foregoing shall not prevent PCC, at its sole discretion and at its own cost,

from establishing and maintaining its business operations and procedures relating to the Services in a manner consistent with this Agreement.

- 6. Confidential Information.** PCC agrees not to disclose to anyone other than CLIENT any information about CLIENT's fee structure, internal compensation, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (collectively, CLIENT's "Confidential Information"), except as required to bill charges, as required by law or legal or regulatory process or as otherwise provided herein.

CLIENT agrees that it will not disclose to third parties the business methods, operating processes or documentation of the software employed by PCC to provide the Services or any information about PCC's fees, operations, business methods or strategies or any other information specifically designated as confidential by PCC except as required by law or legal or regulatory process (PCC's "Confidential Information"). Each party's Confidential Information shall remain the property of that party, during and after this Agreement.

Each party will at all time take reasonable steps to establish and enforce the foregoing by its employees, independent contractors, consultants and vendors. The requirements of this Section 6 shall expressly survive the expiration or termination of this agreement. Each party specifically agrees to comply with, and assist their counterpart with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the preceding sentences, CLIENT agrees that PCC may use CLIENT information for research and statistical compilation purposes, so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law and that any product of the foregoing uses shall be the property of PCC.

In addition to the rights and obligations of PCC set forth in this Section 6, the rights and obligations set forth in the Business Associate Agreement attached to this Agreement as Exhibit 3 and incorporated by reference shall apply to protected health information as defined in said Exhibit.

- 7. Software and Proprietary Information.** PCC acknowledges its' responsibility to maintain all legal authorization and licensing for any third party software used to provide the agreed upon Services to CLIENT. Any changes in third party software vendor(s) or system(s) that materially affect the services provided CLIENT shall be immediately shared with CLIENT. The parties agree that PCC may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in electronic form through optical scanning or other technologies selected by PCC and that PCC is not obligated to maintain paper copies. PCC further affirms that it will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location and that no CLIENT data will be deleted or purged until the earlier of the following occurrences: a) Ten years has passed since the date of service relevant to the CLIENT data; or, b) CLIENT has approved of the proposed data deletion.

The Parties agree and acknowledge that all CLIENT Data shall remain, at all times relevant hereto, the property of CLIENT but that PCC may maintain a copy for documentation of Services and for other purposes related to this Agreement during and after the term of this Agreement, subject to the terms and conditions of Section 6 herein.

- 8. Termination Procedures.** In the event this Agreement is terminated, for whatever reason, or expires, except as specifically stated in Section 3, PCC will:

- a) Continue to perform Services, at the then-current rates hereunder, for a period of one hundred twenty (120) days after the effective date of termination/expiration (the "Wind Down Period") for all of CLIENT's accounts receivable relating to CLIENT's charges for Medical Services rendered prior to the effective date of termination date ("Existing Accounts Receivable").

- b) CLIENT expressly agrees to cooperate and assist PCC with its performance during the Wind Down Period and will timely report, or cause to be reported, all payments received by client on Existing Accounts Receivable for which PCC is responsible to pursue collection under Paragraph 9(A) herein.
 - c) At the end of the Wind Down Period, discontinue the performance of Services related to the collection of CLIENT's Existing Accounts Receivable.
 - d) Deliver to CLIENT, after and conditioned upon full payment to PCC of all undisputed fees owed to PCC by CLIENT under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances) in an industry standard electronic format.
 - e) Except for the foregoing or for such other matters as the parties may agree to in writing, after the effective date of termination, PCC shall have no further obligations to provide Services to CLIENT under this Agreement. CLIENT may negotiate with PCC for additional transitional services or for the provision of additional data, including CLIENT Data, to be provided by PCC after the date of termination at CLIENT's additional expense.
9. **No Warranties or Representations.** The CLIENT understands that PCC has no medical professional licensure or certification, and understands that PCC is not a medical practice, and that no member of PCC's staff is acting in any capacity as a licensed healthcare professional. The CLIENT understands that it is responsible for all aspects of professional services provided by the CLIENT, as well as the determination of all applicable billing codes to be used in bills for any professional medical services rendered. PCC may try to predict, based on its experience and judgment, what might likely evolve, but cannot guarantee what may be obtainable. PCC has made no representations, guarantees, assurances or warranties regarding the outcome of any matter. The CLIENT understands that PCC does not represent nor warrant that its Services will prevent any claims, debts, liabilities, demands, obligations, costs, expenses, actions, causes of action and claims for relief arising from the CLIENT's billing procedures by way of any claim, audit, investigation, litigation or arbitration, or any other cause, whatsoever.
10. **Independent Contractor.** The Services that PCC will provide will be performed on an independent contractor basis, not as an employee, agent, or partner of the CLIENT. This Agreement shall not be construed as establishing a partnership, joint venture or similar relationship between the Parties. The amounts paid to PCC by the CLIENT will not be subject to any withholding deductions. PCC agrees to be solely responsible for all taxes and other withholdings relating to the fee income that is paid to PCC by the CLIENT. PCC does not have the authority to bind the CLIENT and enter into a contract on behalf of the CLIENT.
11. **Non-Solicitation.** The CLIENT agrees that it will not solicit for employment for itself, or any other entity, or employ in any capacity, any employee of PCC assigned by PCC to perform any service for or on behalf of the CLIENT for a period of two years after PCC has completed providing service to the CLIENT. In the event of the CLIENT's violation of this provision, in addition to injunctive relief, PCC shall recover from the CLIENT an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with PCC, times twelve, together with PCC's attorney and expert witness fees.
12. **Regulatory Matters.** The Parties agree to: (a) adhere to the provisions under this Agreement and annexed hereto as Schedule 2; (b) comply with the requirements of law and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any local, state, federal or other lawful authority applicable to either of the Parties; (c) comply with the requirements of any third-party payor; and (d) comply with the requirements of any insurance company insuring either of the Parties against liability for accident or injury in connection with the performance of the Services. To ensure the Parties' compliance with relevant Federal and State law, in conjunction with this Agreement and prior to commencement of PCC's Services, PCC requires the execution of its standard Business Associate Agreement attached hereto as Exhibit 3, which is to be incorporated herein by reference.

13. **Indemnification.** To the extent allowed by law, the Client agrees to and shall indemnify and hold harmless PCC, its employees, agents and subcontractors, from and against all claims, debts, liabilities, demands, obligations costs, expenses, actions causes of action and claims for relief including those brought by any third party or by the Client, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by PCC's performance, negligence or failure to perform any obligation under this Agreement. The Parties agree that there are no third party beneficiaries of this Agreement.
14. **Exculpatory Clause.** The Client agrees that PCC is not an insurer and that no insurance coverage is offered herein. The Client agrees that PCC is not assuming liability, and, therefore shall not be liable to the Client for any claims, debts, liabilities, demands, obligations costs, expenses, actions, causes of action and claims for relief as a result of any claim, audit, investigation, litigation or arbitration, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by PCC's negligent performance, or failure to perform any obligation. The Client hereby releases PCC from any claims for contribution or indemnity arising from the same.
15. **Limitation of Liability.** The Parties agree that the Fees paid by the CLIENT to PCC are for Services rendered, not for a guaranteed outcome. If, notwithstanding the terms of this Agreement there should arise any liability on the part of PCC as a result of its negligence to any degree or failure to perform any obligation, such liability shall be limited to 3 times the average monthly Fees due to PCC, as determined by the preceding Fees due and payable not extending past the previous annual period.
16. **Right to Subcontract Services.** The CLIENT agrees that PCC is authorized and permitted to subcontract any services to be provided by PCC to third parties who may be independent of PCC, and that PCC shall not be liable for any loss or damage sustained by the CLIENT caused by the negligence of any third parties. The CLIENT appoints PCC to act as its agent with respect to such third parties, except that PCC shall not obligate the CLIENT to make any payments to such third parties. The CLIENT acknowledges that this Agreement, and particularly those provisions relating to PCC's disclaimer of warranties, exemption from liability, even for its negligence and indemnification, inure to the benefit of and are applicable to any subcontractor(s) of PCC.
17. **Referrals/Fair Market Value.** Fees under this Agreement constitute fair market value for the Services, and do not include any discount, rebate, kickback, or other reduction in charge or fee. Moreover, the Fees under this Agreement are not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by the CLIENT to PCC or by PCC to the CLIENT.
18. **Notice.** Any notices, payment, demand or communication required or permitted to be given by the provisions of this Agreement will be effective on the date of mailing. Any and all required notices shall be mailed to the parties at the following addresses:

PCC Inc.
Attn: Travis Smith
PO Box 19
Castlewood, SD 57223

Polk City Fire Department
Attn: Fire Chief
112 N 3rd St
Polk City, IA 50226

19. **Governing Law** This Agreement shall be interpreted and governed by the laws and statutes of the **State of Iowa**. Venue is agreed to be with the **District Court in and for Polk County, Iowa**. (Alt. Court in and for Hamlin County, SD). The parties waive trial by jury in any action between them. Any action by the CLIENT against PCC must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against PCC must be based on the provisions of this Agreement. Any other action that the client may have or bring against PCC in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.
20. **Force Majeure.** It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond

the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by PCC for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until PCC can restore services, at which time PCC's responsibilities and rights under this Agreement shall be reinstated. For its protection, CLIENT shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance to cover any and all of CLIENT's losses caused or related to such catastrophic event(s), as stated above.

21. Incorporated Documents. It is specifically agreed that Exhibit 1, 2, and 3 same being attached hereto, are by this reference, incorporated within this "Billing Services Agreement" as if same had been set forth fully verbatim herein.

22. Miscellaneous.

a) This Agreement contains the entire agreement of the parties relative to the services to be provided to CLIENT and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect.

b) This Agreement specifically supersedes any prior written or oral agreements between the parties related to the Parties obligations and responsibilities set out herein.

c) This Agreement is binding upon, and inures to the benefit of, and is enforceable by PCC, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 22(D) below.

d) Neither party may assign this Agreement without the prior written consent of their counterpart, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party.

e) Any amendments hereto shall be in writing and will not be effective until fully executed and approved by both parties.

f) PCC and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

g) This Agreement may be executed in the singular or in identical counterparts. Once signed by all parties, each counterpart document shall have equal binding effect. Facsimile and electronic signature shall have the same effect as an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT

PCC

By: _____

By: _____

Sign: _____

Sign: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1: RESPONSIBILITIES OF EACH PARTY

In performance of their duties for the collection of reimbursement for services rendered by CLIENT, PCC shall:

1. Perform claim scrubbing services on behalf of CLIENT, in accordance with: CPT-4 and/or HCPCS, including applicable modifiers, and ICD-9 CM & ICD-10 CM coding schemes. All claim scrubbing services shall conform to currently applicable and published rules and guidelines issued by the American Medical Association, the Centers for Medicare and Medicaid Services, and/or the World Health Organization and other copyright owners of coding formats.
2. Without waiver of its other rights and remedies, PCC is expressly relieved of any obligation of performing claim scrubbing if:
 - a) Complete and legible documentation to support the assignment of codes has not been supplied; or
 - b) The code(s) assigned are not adequately supported by the documentation supplied; or
 - c) Clear and unambiguous coding rules and/or guidelines are not available or are in dispute; or
 - d) The identity of the provider of services for whom coding shall be performed is missing or uncertain.
3. Regularly monitor Patient Care Report volume, reconciled to applicable activity records/logs.
4. Develop and maintain electronic data interfaces directly with CLIENT's ePCR (where such software allows) for the collection of patient demographic data. CLIENT agrees to apply its best efforts to assist PCC in achieving these interfaces, including, but not limited to, interceding with ePCR Information Systems staff, administration and others.
5. Use reasonable efforts to enter all procedural and demographic data necessary for patient and third party billing into its billing system in a timely and accurate manner subject to CLIENT's obligation under the Agreement to provide accurate and complete demographic information.
6. Submit claims electronically to many third party payers regularly billed by PCC that are capable of accepting claims in electronic format.
7. Issue bills to individuals for all self pay balances owed, with a minimum of three (3) statements and one (1) past due letter. After completion of the foregoing cycle, the account will be referred to a third party collection agency selected by CLIENT. PCC is not responsible for the actions or results of such collection agency.
8. Provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.
9. Prepare and deliver month-end reports of the billing performance and practice statistics in a format acceptable to CLIENT. This duty shall be fulfilled primarily by electronic means, unless specifically required by CLIENT to receive paper reports.
10. Upon request, present reports of billing performance via cost effective and mutually agreed upon means, including but not limited to online Webinar (or similar) or in the CLIENT's offices, upon the request of the CLIENT. The on-site meeting shall be at a time convenient to both PCC and CLIENT and at CLIENT'S option; provided that CLIENT shall be responsible for any and all travel and travel related costs and expenses of PCC. Costs shall be estimated and agreed upon for any hotel fees, mileage, meals, and any other travel related expenses prior to travel.
11. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third party payers.

12. Prepare refund requests as directed by Insurance Companies &/or CLIENT for CLIENT processing, unless prohibited by third party payer rules or regulations. CLIENT is solely responsible for refunding and promptly issuing such refunds within 60 days of identification of the overpayment. Failure by either party to fulfill their respective duties shall constitute a material breach of the Agreement
13. Provide CLIENT with reports (at provider's request) of all CPT-4, HCPCS and ICD-9 & ICD-10 CM statistics, showing the pattern of codes processed, by individual code.
14. Maintain and follow a written program for quality assurance in the areas of coding and billing regulatory compliance.
15. Use reasonable efforts to advise CLIENT with respect to any material change in third party rules and regulations which are made known to providers and third party billing agents or otherwise known to PCC.
16. Upon CLIENT request, apply for and monitor progress of CLIENT applications for Third Party Identification numbers at the rates outlined in the Fees section of the Agreement. CLIENT acknowledges that PCC will promptly submit such application following receipt of all required information but is not responsible for the timeliness of payer completion of the enrollment process and that payer completion may affect reimbursement for CLIENT charges.
17. Review and make recommendations with respect to coding, and service descriptions. PCC will review the CLIENT fee schedule prior to the onset of billing activity, and upon request thereafter.

CLIENT, in supporting the success of the billing process and to facilitate optimal performance by PCC, shall:

1. Identify one administrative and one clinical representative to whom PCC may, respectively, address all matters related to Services under this Agreement. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and to, upon PCC's request, receive confirmatory memoranda or letters, which will thereupon be incorporated into this Agreement by reference. These individuals will provide timely response to all reasonable requests by PCC.
2. CLIENT warrants that PCC may rely on the existence of: patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices and, medical signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT and upon the accuracy and completeness of all information furnished to PCC by CLIENT or on CLIENT's behalf as to the services rendered by CLIENT.
3. CLIENT providers will identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. PCC shall not be responsible for claim denials, partial payments or payment reductions resulting from services that are deemed 'not medically necessary' by third party payers, beyond their duty to assure that such non-payment decisions are not arbitrary or otherwise inappropriate and are not based on data entry or other clerical or computer system errors.
4. CLIENT will assist PCC in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by PCC in an efficient and cost-effective manner.
5. CLIENT will provide PCC within five (5) days advance notice of the expected addition or departure of an ambulance director or contact person in order for PCC to have adequate time to perform its duties under the agreement. PCC will not be responsible for losses or delays in payment resulting from failure to provide such notice or untimely notice.

6. CLIENT will provide a response within five (5) days to chart and other information requests, made by payers and forwarded from PCC. CLIENT acknowledges that failure to comply with this duty may result in claim denial, payment reduction or forfeiture of payment or appeal rights.
7. Upon receipt of the refund request from PCC, CLIENT will issue refunds of overpayments within 60 days of identification to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify PCC of the receipt of cancelled checks & provide written notification to PCC upon which PCC shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.
8. CLIENT shall be responsible for assuring that all information required for provider enrollment, if performed by PCC, is provided timely, accurately and completely. PCC shall not be responsible for delays in provider enrollment and subsequent billing and payment delays or losses related to client omissions or delayed response by CLIENT.
9. CLIENT hereby acknowledges its independent and non-transferable duty to establish and remain aware of, and be compliant with, all applicable federal and state laws and regulations, contractual rules and regulations, contracts, published notices and other applicable duties. Nothing in this Agreement shall be construed to abrogate, transfer, delegate or otherwise diminish CLIENT's duties regarding awareness of, and compliance with, all applicable CLIENT duties.
10. CLIENT shall give PCC timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that PCC may accommodate these changes, as necessary.
11. CLIENT shall ensure that any third party collection agency to which collection accounts are referred reports all collections and the source within a reasonable timeframe.

EXHIBIT 2: COMPLIANCE

Each party to this Agreement has made a commitment to perform their respective duties in a legal and compliant manner, consistent with currently published and applicable federal, state and local laws, rules and regulations. In support of that commitment, subject to the more express provisions (if any) of a Compliance Plan adopted by each party which is an "effective" compliance plan under the applicable standards promulgated by the Office of the Inspector General of the Department of Health and Human Services, as referred to in the Agreement each party agrees to the following:

1. Each party will conduct its own periodic risk assessment and advise their counterpart of any findings that may affect their counterpart's compliance or performance under this Agreement.
2. Each party agrees to conduct appropriate background checks on all management employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any government authority. Background checks done by CLIENT shall be reported to PCC for verification of eligibility for CMS requirements.
3. Each party agrees to maintain appropriate compliance records and assure their completeness, security and safety.
4. Each party agrees to pay specific attention to complying with the rules and regulations related to the following areas of widely known compliance risk:
 - a) Improper waiver or reduction of charges, deductibles and copayments;
 - b) Up coding, unbundling, serial reporting and other coding violations;
 - c) Failure to completely and legibly document the services for which payment is being sought, including signature of the applicable supporting record(s);
 - d) Misuse of a provider number or misrepresentation of the identity of a provider of services;
 - e) Failure to repay overpayments or untimely refund of overpayments;
 - f) Seeking duplicate payment for the same service and/or from the same source;
 - g) Failure to maintain proper records of current and prior billing;
 - h) Failure to protect the confidentiality of patient information.
5. Each party agrees that, in the event that they become aware of a compliance concern that appears to be related to their counterpart's conduct, they will promptly communicate that concern to their counterpart. The party receiving notice will take prompt action to investigate the notice and will timely (within 30 days) report back to their counterpart on the status of the reported concern.
6. Each party agrees that they will defer reporting any such concern to any payer, government agency or agent, or law enforcement organization unless they have complied with the above paragraph and remain concerned that their counterpart's response is inappropriate or more than thirty days have elapsed without any response. It is understood that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they consider immediate reporting to anyone other than their counterpart.
7. Nothing in this paragraph shall be construed to infer or imply a duty or expectation that any party will knowingly conceal or participate in any misconduct, or allow any misconduct to continue.
8. Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.
9. Notwithstanding anything to the contrary in this Agreement, the parties agree that to the extent required by PCC in connection with maintenance of an effective Compliance Plan:
 - a) PCC may decline to submit any claim not supported by appropriate documentation (as reasonably

determined by PCC), which documentation shall be available for review and audit. PCC shall have an affirmative duty to provide CLIENT with timely notice of any such decision, including their basis and a list of the affected claims. CLIENT shall have an affirmative duty to timely respond to such notice and cooperate in the resolution thereof.

- b) PCC may take appropriate steps to resolve, or to advise CLIENT to resolve, overpayments or credit balances within 60 days of identification. CLIENT will comply with the reasonable suggestions of PCC.
- c) If PCC discovers evidence of misconduct by CLIENT relating to billing, PCC may refrain from submitting questionable claims and notify CLIENT of its determination in writing. If PCC discovers credible evidence of CLIENT's continued misconduct following such a notice or discovers willful, deceptive, flagrant, fraudulent or abusive conduct by CLIENT, PCC may (i) refrain from submitting any claims PCC determines to be false or inappropriate, (ii) terminate this Agreement, without penalty, immediately on written notice, and/or (iii) report the misconduct to appropriate State and/or Federal authorities.
- d) In addition, CLIENT will take reasonable steps to comply with any audit or investigation by PCC or governmental agency relating to an effective Compliance Plan and will appoint a senior member of CLIENT's practice with responsibility and appropriate internal authority to work with PCC as to compliance with State and/or Federal laws and regulations relating to billing.

EXHIBIT 3: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, dated as of July 1st, 2019 (“BA Agreement”), is by and between **Polk City Fire Department Ambulance Service** (referred to herein as the “Covered Entity”, within the meaning as defined at 45 CFR 160.103) and **PCC Inc.** (referred to herein as the “Business Associate”, within the meaning as defined at 45 CFR 160.103).

WHEREAS, Covered Entity and Business Associate are parties to an arrangement pursuant to which Business Associate provides certain services to Covered Entity as further set forth in that certain agreement by and between the parties attached and incorporated by reference. In connection with Business Associate’s services, Business Associate may assist in the performance of a function or activity involving the use or disclosure of individually identifiable health information, which information is subject to protection under the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (collectively referred to herein as the “HIPAA Rules”).

WHEREAS, in light of the foregoing and the requirements of HIPAA Rules, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. General Definitions.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. Obligations and Activities of Business Associate.

- a. Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of the HIPAA Rules that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:
 - i. Comply with its administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the HIPAA Rules;
 - ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information; and
 - iii. Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware as well as any use or disclosure of Protected Health Information of which it becomes aware not provided for by the BA Agreement. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of any Breach as required at 45 CFR 164.410.

- iv. Comply with its Breach notification policy that reasonably and appropriately identifies any potential Breach of the HIPAA Rules by Business Associate and/or to the extent Business Associate has knowledge of, by Covered Entity, and provides procedure for proper response and notification of any such Breach as required by the HIPAA Rules and any other applicable Federal or State laws.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA Rules, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.
- d. Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.
- e. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Rules. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Rules at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- g. Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- h. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the HIPAA Rules.

- i. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the HIPAA Rules. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

3. **Permitted Uses and Disclosures by Business Associate.**

- a. Required For Provision of Services. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as reasonably required in performing its services to Covered Entity, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. To the degree required for provision of services hereunder, Business Associate may de-identify information received from Covered Entity for such purposes as would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may make uses and disclosures and requests for Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, (ii) disclosures are consistent with the Covered Entity's minimum necessary policies and procedures, or (iii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. **Covered Entity Notification of Privacy Practices and Restrictions.**

- a. Limitation(s) in Privacy Policies. Covered Entity shall notify Business Associates of any limitation(s) in its notice of privacy practices, to the extent that any such limitation may affect Business Associate's uses or disclosure of Protected Health Information.
- b. Changes/Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- c. Restriction of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under the HIPAA Rules, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

5. **Permissible Requests by Covered Entity.** Except as otherwise Required by Law or set forth herein, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

6. **Term and Termination.**

- a. Term. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate upon the effective date of Termination for Cause.
 - b. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BA Agreement and Business Associate has not cured the breach or ended the violation within the time specified by covered entity.
 - c. Obligations of Business Associate Upon Termination. Upon termination of this BA Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the remaining Protected Health Information that the Business Associate still maintains in any form
 - iii. Continue to use appropriate safeguards and comply the HIPAA Rules with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
 - iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in Section 3 which applied prior to termination; and
 - v. Return to covered entity, or, if agreed to by covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
 - d. Survival. The obligations of Business Associate under this Section 6 shall survive the termination of this BA Agreement.
7. **Indemnity**. To the extent allowed by law, each Party (the “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other Party and its employees, directors/trustees, members, professional staff, representatives and agents (collectively, the “Indemnitees”) from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including attorney’s fees), liabilities, lawsuits or costs incurred by the Indemnitees which arise or result from a breach of the terms and conditions of this BA Agreement or a violation of the HIPAA Rules by the Indemnifying Party or its employees or agents. Covered Entity’s indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Service Agreement.
8. **Compliance with HIPAA Transaction Standards**. When providing its services and/or products, Covered Entity shall comply with all applicable HIPAA Rules standards and requirements with respect to the transmission of Electronic Protected Health Information in connection with any transaction for which the Secretary has adopted a standard under HIPAA (“Covered Transactions”). Covered Entity represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Covered Entity shall comply with any modifications to the HIPAA Rules which may become effective from time to time. Covered Entity agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Business Associate in any form, including, but not limited to, increased fees. Covered Entity shall require all of its agents and subcontractors (if any) who assist Covered Entity in providing its services and/or products to comply with the terms of this Section 8.

9. **Miscellaneous.**

- a. **Regulatory References.** A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.
- b. **Amendment.** The Parties agree to take such action as is necessary to this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules and any other applicable law.
- c. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- d. **Miscellaneous.** This BA Agreement shall be governed by, and construed in accordance with the laws of the State of Iowa, exclusive of conflict of law rules. Each party to this BA Agreement hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Business Associate is located in the county where the Business Associate is located. This BA Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effected unless executed by both parties in writing.

IN WITNESS WHEREOF, the parties have executed this BA Agreement as of the date set forth above.

Covered Entity

Business Associate

Polk City Fire Department

PCC Inc. An Ambulance Billing Service

By: _____

By: _____

Sign: _____

Sign: _____

Title: _____

Title: _____

Date: _____

Date: _____



August 12, 2019

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

RE: PARTIAL PAYMENT APPLICATION NO. 4
CHANGE ORDER NO. 2
3RD STREET & BRIDGE ROAD INTERSECTION IMPROVEMENTS PROJECT

Dear Honorable Mayor and City Council:

Please find the attached Partial Payment Application No. 4 and Change Order No. 2 for the 3rd Street & Bridge Road Intersection Improvements Project. The work completed during this pay period includes installation of permanent traffic signals, removal of the temporary traffic signals, and surface restoration. Change Order No. 2 includes adjustment of project quantities to reflect completed quantities and the addition of a traffic signal pedestal pole, totaling \$9,679.80.

We recommend approval of Change Order No. 2, totaling \$9,679.80 and payment of \$192,416.51 to the Contractor, Iowa Signal Inc., for work completed through July 31, 2019. 100% of the total contract work has been completed and 20 of the 20 working days for the project have been charged through this pay application. A walkthrough will be conducted to determine any outstanding punchlist items that remain on the project, which includes 70% seeding establishment.

Please contact me should you have any questions on this pay application. We will be in attendance at the August 12, 2019 City Council meeting to answer any questions regarding this change order and partial payment application.

Sincerely,
SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Travis D. Thornburgh". The signature is written in a cursive style and is positioned below the typed name.

Travis D. Thornburgh, E.I.

Enclosure

cc: Mike Schulte, City of Polk City
Don Sandor, City of Polk City
Kathleen Connor, Snyder & Associates
Justin Jackson, P.E., Snyder & Associates
John Haldeman, P.E., Snyder & Associates

CHANGE ORDER NO. 2

OWNER: City of Polk City

PROJECT: 3rd Street & Bridge Road Intersection
Improvements Project
S&A PROJECT #: 118.0330.01

To: Iowa Signal, Inc.
Contractor
3711 SE Capitol Circle
Address
Grimes, Iowa 50111
City, State, Zip

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

1. Description of change to be made:

- CO.2.1. - Addition of a pedestal mounted pedestrian signals and push button station.
- CO.2.2. - Addition of a pedestal mounted pedestrian signals and push button station.
- CO.2.3. - Addition of a pedestal mounted pedestrian signals and push button station.
- 2.2. - Increase of quantity to match field measurements.
- 2.3. - Reduction of quantity to match field measurements.
- 2.4. - Increase of quantity to match field measurements.
- 7.1. - Reduction of quantity to match field measurements.
- 7.2. - Increase of quantity to match field measurements.
- 7.4. - Reduction of quantity to match field measurements.
- 7.8. - Increase of quantity to match field measurements.
- 8.3. - Increase of quantity to match field measurements.
- 8.4. - Reduction of quantity to match field measurements.
- 8.5. - Increase of quantity to match field measurements.
- 9.1. - Reduction of quantity to match field measurements.
- 9.2. - Reduction of quantity to match field measurements.
- 9.3. - Reduction of quantity to match field measurements.
- 9.4. - Reduction of quantity to match field measurements.

2. Reason for Change:

- CO.2.1. - Existing utilities that could not be relocated. Traffic signal pole was moved away from sidewalk and push button pedestal was added.
 - CO.2.2. - Existing utilities that could not be relocated. Traffic signal pole was moved away from sidewalk and push button pedestal was added.
 - CO.2.3. - Existing utilities that could not be relocated. Traffic signal pole was moved away from sidewalk and push button pedestal was added.
 - 2.2. - Unsuitable soils were encountered on-site and additional excavation was needed to remove unsuitable soils. During excavation for the pavement widening, there was a utility trench that was encountered. The trench had previously been filled with manufactured sand and would not provide an adequate base for turn lane construction.
 - 2.3. - Adjusted to match field measurements.
 - 2.4. - Unsuitable soils were encountered on-site and additional preparation was needed to replace unsuitable soils. Additional quantity was applied to replace the removed material associated with Item 2.2 to provide an adequate base to construct the turn lane.
 - 7.1. - Adjusted to match field measurements.
 - 7.2. - Adjusted to match field measurements.
 - 7.4. - Adjusted to match field measurements.
 - 7.8. - Adjusted to match field measurements.
 - 8.3. - Adjusted to match field measurements. The west approach pavement markings were revised to include a dedicated left turn lane with a shared through/right turn lane due to the opening of the east approach within the project timeframe.
 - 8.4. - Adjusted to match field measurements.
 - 8.5. - Adjusted to match field measurements. The west approach pavement markings were revised to include a dedicated left turn lane with a shared through/right turn lane due to the opening of the east approach within the project timeframe.
 - 9.1. - Adjusted to match field measurements.
 - 9.2. - Adjusted to match field measurements.
 - 9.3. - Adjusted to match field measurements.
 - 9.4. - Adjusted to match field measurements.
-

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

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
CO.2.1.	Furnish and Install 10' Aluminum Pedestal	1	EA	\$900.00	\$900.00
CO.2.2.	Construct Concrete Footing for Pedestal	1	LS	\$1,000.00	\$1,000.00
CO.2.3.	2" PVC Conduit	20	LF	\$8.00	\$160.00
2.2.	Excavation, Class 10	58.5	CY	\$40.00	\$2,340.00
2.3.	Subgrade Preparation, 12 Inch Depth	-4	SY	\$22.00	-\$88.00
2.4.	Subbase, Modified, 10 Inch Depth	191	SY	\$16.50	\$3,151.50
7.1.	Curb and Gutter, 2.5 Feet Width, 7 Inch Depth	-2	LF	\$44.00	-\$88.00
7.2.	Pavement Widening, HMA, 7 Inch Depth	0.2	SY	\$116.00	\$23.20
7.4.	Sidewalk, PCC, 4 Inch Depth	-1.4	SY	\$90.00	-\$126.00
7.8.	Pavement Removal	9.6	SY	\$50.00	\$480.00
8.3.	Painted Pavement Markings, Solvent/Waterborne	42.58	STA	\$45.00	\$1,916.10
8.4.	Painted Symbols and Legends, Solvent/Waterborne	-1	EA	\$100.00	-\$100.00
8.5.	Pavement Markings Removed	19.51	STA	\$100.00	\$1,951.00
9.1.	Seeding, Fertilizing, and Mulching for Pneumatic Seeding	-0.14	AC	\$6,000.00	-\$840.00
9.2.	Silt Fence or Silt Fence Ditch Check	-250	LF	\$2.50	-\$625.00
9.3.	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	-250	LF	\$0.50	-\$125.00
9.4.	Silt Fence or Silt Fence Ditch Check, Removal of Device	-250	LF	\$1.00	-\$250.00
				TOTAL	\$9,679.80

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of \$9679.80 divided as follows:

	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$293,911.10	20
Change due to this C.O. (+ or -)	\$9,679.80	0
Totals including this C.O.:	\$303,590.90	20

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

Iowa Signal, Inc.

CONTRACTOR

By

Wayne Lesley

DATE: 8/6/19

Snyder & Associates, Inc.

ENGINEER

By

Kevin D. Mookhigh

DATE: 8/6/19

City of Polk City

OWNER

By

DATE:

APPLICATION FOR PARTIAL PAYMENT NO. 4

PROJECT: 3rd Street & Bridge Road Intersection Improvements

S&A PROJECT NO.: 118.0330.01

OWNER: City of Polk City
CONTRACTOR: Iowa Signal, Inc.
ADDRESS: 3711 SE Capitol Circle
Grimes, Iowa 50111
DATE: 7/31/2019

PAYMENT PERIOD: 1/2/2019
to 7/30/2019

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 283,001.10
Net Change by Change Order: \$ 20,589.80
Contract Amount to Date: \$ 303,590.90

CONTRACT PERIOD: TOTAL WORKING DAYS
Original Contract Date: September 20, 2018
Original Contract Time (Phase 1): 20
Original Completion Date (Phase 2): July 10, 2019

2. WORK SUMMARY:

Total Work Performed to Date: \$ 303,590.90
Retainage: 5% \$15,179.55
Total Earned Less Retainage: \$288,411.35
Less Previous Applications for Payment: \$ 95,994.84
AMOUNT DUE THIS APPLICATION: \$192,416.51

Added by Change Order: 0
Contract Time to Date: 20
Time Used to Date: 20
Contract Time Remaining: 0

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

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

Iowa Signal, Inc.
CONTRACTOR

By Wayne Lesley DATE: 8/6/19

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER

By Dennis D. Througk DATE: 8/16/19

5. OWNER'S APPROVAL

City of Polk City
OWNER

By DATE:

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
2.1.	Topsoil, On-Site	116	CY	\$ 51.00	\$ 5,916.00	116		\$ 5,916.00
2.2.	Excavation, Class 10	123	CY	40.00	4,920.00	181.5		7,260.00
2.3.	Subgrade Preparation, 12 Inch Depth	166	SY	22.00	3,652.00	162		3,564.00
2.4.	Subbase, Modified, 10 Inch Depth	166	SY	16.50	2,739.00	357		5,890.50
4.1.	Storm Sewer, Trenched, 2000D RCP, 15 Inch	14	LF	100.00	1,400.00	14		1,400.00
4.2.	Storm Sewer, Trenched, 2000D RCP, 18 Inch	16	LF	120.00	1,920.00	16		1,920.00
4.3.	Pipe Apron, RCP, 18 Inch Dia.	1	EA	2,250.00	2,250.00	1		2,250.00
4.4.	Subdrain, Case B, Type 1, 6 Inch Dia.	210	LF	17.00	3,570.00	210		3,570.00
4.5.	Subdrain Cleanout, Type A-1, 8 Inch Dia.	1	EA	500.00	500.00	1		500.00
6.1.	Intake, SW-501	1	EA	4,000.00	4,000.00	1		4,000.00
6.2.	Intake, SW-512 (30 Inch Dia.)	1	EA	3,500.00	3,500.00	1		3,500.00
7.1.	Curb and Gutter, 2.5 Feet Width, 7 Inch Depth	222	LF	44.00	9,768.00	220		9,680.00
7.2.	Pavement Widening, HMA, 7 Inch Depth	62	SY	116.00	7,192.00	62.2		7,215.20
7.3.	Removal of Sidewalk	66	SY	45.00	2,970.00	66		2,970.00
7.4.	Sidewalk, PCC, 4 Inch Depth	78	SY	90.00	7,020.00	76.6		6,894.00
7.5.	Sidewalk, PCC, 6 Inch Depth	25	SY	125.00	3,125.00	25		3,125.00
7.6.	Detectable Warning	61	SF	40.00	2,440.00	61		2,440.00
7.7.	Full Depth Patches, HMA, 9 Inch Depth	29	SY	378.00	10,962.00	29		10,962.00
7.8.	Pavement Removal	71	SY	50.00	3,550.00	80.6		4,030.00
8.1.	Traffic Signal	1	LS	170,966.70	170,966.70	1		170,966.70
8.2.	Temporary Traffic Signal	1	LS	6,000.00	6,000.00	1		6,000.00
8.3.	Painted Pavement Markings, Solvent/Waterborne	35.92	STA	45.00	1,616.40	78.50		3,532.50
8.4.	Painted Symbols and Legends, Solvent/Waterborne	9	EA	100.00	900.00	8		800.00
8.5.	Pavement Markings Removed	10.89	STA	100.00	1,089.00	30.40		3,040.00
8.6.	Symbols and Legends Removed	3	EA	100.00	300.00	3		300.00
8.7.	Traffic Control	1	LS	4,500.00	4,500.00	1.00		4,500.00
9.1.	Seeding, Fertilizing, and Mulching for Pneumatic Seeding	0.5	AC	6,000.00	3,000.00	0.36		2,160.00
9.2.	Silt Fence or Silt Fence Ditch Check	250	LF	2.50	625.00			-
9.3.	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	250	LF	0.50	125.00			-
9.4.	Silt Fence or Silt Fence Ditch Check, Removal of Device	250	LF	1.00	250.00			-
11.1.	Mobilization	1	LS	12,235.00	12,235.00	1.00		12,235.00
TOTAL ORIGINAL CONTRACT = \$					283,001.10	\$ 290,620.90		

CHANGE ORDER SUMMARY:

CO.1.1.	Sanitary Sewer Manhole Adjustment, Minor	1	LS	1,500.00	1,500.00	1	1,500.00
CO.1.2.	1.5" HMA Mill and Fill	1	LS	3,410.00	3,410.00	1	3,410.00
CO.1.3.	Vehicle Detection for Temporary Signals	1	LS	6,000.00	6,000.00	1	6,000.00
CO.2.1.	Furnish and Install 10' Aluminum Pedestal	1	EA	900.00	900.00	1	900.00
CO.2.2.	Construct Concrete Footing for Pedestal	1	LS	1,000.00	1,000.00	1	1,000.00
CO.2.3.	2" PVC Conduit	20	LF	8.00	160.00	20	160.00
2.2.	Excavation, Class 10	58.5	CY	40.00	2,340.00		-
2.3.	Subgrade Preparation, 12 Inch Depth	-4.0	SY	22.00	(88.00)		-
2.4.	Subbase, Modified, 10 Inch Depth	191.0	SY	16.50	3,151.50		-
7.1.	Curb and Gutter, 2.5 Feet Width, 7 Inch Depth	-2.0	LF	44.00	(88.00)		-
7.2.	Pavement Widening, HMA, 7 Inch Depth	0.2	SY	116.00	23.20		-
7.4.	Sidewalk, PCC, 4 Inch Depth	-1.4	SY	90.00	(126.00)		-
7.8.	Pavement Removal	9.6	SY	50.00	480.00		-
8.3.	Painted Pavement Markings, Solvent/Waterborne	42.58	STA	45.00	1,916.10		-
8.4.	Painted Symbols and Legends, Solvent/Waterborne	-1.0	EA	100.00	(100.00)		-
8.5.	Pavement Markings Removed	19.51	STA	100.00	1,951.00		-
9.1.	Seeding, Fertilizing, and Mushing for Pneumatic Seeding	-0.14	AC	6,000.00	(840.00)		-
9.2.	Silt Fence or Silt Fence Ditch Check	-250	LF	2.50	(625.00)		-
9.3.	Silt Fence or Silt Fence Ditch Check, Removal or Sediment	-250	LF	0.50	(125.00)		-
9.4.	Silt Fence or Silt Fence Ditch Check, Removal of Device	-250	LS	1.00	(250.00)		-
				TOTAL CHANGE ORDERS = \$ 20,589.80		\$ 12,970.00	
				TOTAL CONTRACT			
				& CHANGE ORDERS \$303,590.90		\$ 303,590.90	

RESOLUTION NO. 2019-76

**A RESOLUTION APPROVING CHANGE ORDER NO. 2 FOR THE
3RD AND BRIDGE SIGNALIZATION PROJECT**

WHEREAS, the City of Polk City, City Council, approved construction for the 3rd and Bridge Signalization Project on August 27, 2018; and

WHEREAS, the City Council awarded the construction contract for said project to Iowa Signal, Inc of Grimes, Iowa; and

WHEREAS, on September 24, 2018 the City Council approved the contract for the construction in the amount of \$283,001.10; and

WHEREAS, on January 14, 2019 the City Council approved Change Order No. 1 in the amount of \$10,910.00; and

WHEREAS, Iowa Signal, Inc. and the City Engineer have submitted to the City of Polk City, Change Order No. 2 in the amount of \$9,679.80 for adjustment of project quantities to reflect completed quantities, including the addition of a traffic signal pedestal pole; bringing total contract to the amount of \$303,590.90.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Change Order No. 2 for the 3rd and Bridge Signalization Project in the amount of \$9,679.80.

PASSED AND APPROVED the 12th day of August 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

RESOLUTION NO. 2019-77

A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 4 FOR THE 3rd AND BRIDGE SIGNALIZATION PROJECT

WHEREAS, the City of Polk City, City Council, approved Resolution 2018-94 ordering construction for the 3rd and Bridge Signalization Project on August 27, 2018; and

WHEREAS, the City Council approved Resolution 2018-112 on September 24, 2018 awarding the construction contract to Iowa Signal, Inc. of Grimes, Iowa; and

WHEREAS, on September 24, 2018 the City Council approved Resolution 2018-113 approving the contract in the amount of \$283,001.10; and

WHEREAS, on January 14, 2019 the City Council approved Resolution 2019-004 approving Change Order No. 1 in the amount of \$10,910 bringing the total contract amount to \$293,911.10; and

WHEREAS, on August 12, 2019 the City Council approved Resolution 2019-76 approving Change Order No. 2 in the amount of \$9,679.80 bringing the total contract amount to \$303,590.90; and

WHEREAS, on November 12, 2018 the City Council approved Resolution 2018-134 approving Pay App No. 1 in the amount of \$41,702.15; and

WHEREAS, on December 10, 2018 the City Council approved Resolution 2018-148 approving Pay App No. 2 in the amount of \$35,105.35; and

WHEREAS, on January 14, 2019 the City Council approved Resolution 2019-005 approving Pay App No. 3 in the amount of \$19,187.34; and

WHEREAS, Iowa Signal, Inc. and the City Engineer have submitted the Application for Partial Payment No. 4 giving a detailed estimate of work completed with an application for payment in the amount of \$192,416.51.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 4 for the 3rd and Bridge Signalization Project and the Finance Officer is hereby authorized to issue a check to Iowa Signal, Inc. in the amount of \$192,416.51.

PASSED AND APPROVED the 12th day of August 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk



City of Polk City, Iowa City Council Agenda Communication

Date: August 12, 2019
To: Mayor and City Council
From: Don Sandor, Interim City Administrator
Subject: Repeal of Polk City Code Chapter 9

BACKGROUND:

Polk City approved an Urban Revitalization plan under Iowa Code Chapter 404 in the early 1980's. In 1989 the City Council, according to minutes from that time, approved a new plan that would be in effect for three years, or until 1992. City staff has been unable to locate the 1989 plan, nor is there any indications in subsequent city council minutes of any action taken by the city to repeal, renew or replace the 1989 plan. Therefore, legal opinion is that the city must assume that the plan did expire after three years, in 1992, and Chapter 9 of the City Code is no longer a valid section and deleting that chapter will clarify that tax abatement is currently not available in Polk City. The last tax abatement that was approved was in 2011.

The Council should consider in the near future whether to develop a new plan that provides for tax abatement. The prior plan limited abatement to commercially assessed and industrially assessed property.

ALTERNATIVES:

Per the bonding counsel and the city attorney, the current Chapter 9 is no longer in effect and repealing it is a matter of housekeeping to clarify that this provision is no longer valid.

FINANCIAL CONSIDERATIONS:

Tax abatement will not available until or if a new Urban Revitalization plan is approved by Council.

RECOMMENDATION:

Approve first reading of ordinance to repeal Chapter 9 of the Polk City Code, Urban Revitalization.
Consider a new property tax abatement program at the upcoming scheduled goal setting session.

ORDINANCE NO. 2019-1000

AN ORDINANCE DELETING CHAPTER 9 URBAN REVITALIZATION PLAN

WHEREAS, the City of Polk City adopted an ordinance in 1986 establishing an Urban Revitalization Plan for the City;

WHEREAS, the City records indicate the plan was renewed in 1989;

WHEREAS, the minutes from 1989 when the plan was renewed states “this plan would replace the existing plan adopted in 1981 and would last for only three years”;

WHEREAS, Chapter 9 of the City Code, Section 9.17, states “..and it shall remain in effect thereafter until such time as the Council believes that the desired level of revitalization has been attained, or that economic conditions are such that the continuation of the revitalization plan would cease to be a benefit to the city and the council institutes action to repeal the urban revitalization ordinance, as is provided in Iowa Code section 404.7”;

WHEREAS, all existing exemptions shall continue until their expiration as required by Iowa law; and

WHEREAS, the Council believes that it is in the best interest of the City to repeal the current urban revitalization ordinance in anticipation of adopting a new Urban Revitalization Plan.

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

Section 1. Chapter 9, Urban Revitalization Plan, is hereby repealed in its entirety.

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

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

PASSED AND ADOPTED this ____ day of _____ 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

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



City of Polk City, Iowa City Council Agenda Communication

Date: August 12, 2019
To: Mayor and City Council
From: Don Sandor, Interim City Administrator
Subject: Ordinances regarding Urban Deer Bow Hunting within Polk City

BACKGROUND:

In February 2019 the City Council approved an ordinance amending Chapter 41 of the Polk City Code, specifically sections 41.08 Bows and Arrows and 41.09 Throwing and Shooting; Discharging Weapons. Two new ordinances are now being proposed. The first ordinance would modify Chapter 41 section 8, sub-section 3, to refer bow and arrow hunting away from the Polk County Conservation Controlled Bow Hunting Requirements to a new chapter of the Polk City code, Chapter 41A, Special Bow Hunting of Antlerless Deer.

The second ordinance being proposed would be a new chapter of the Polk City Code, Chapter 41A: Special Bow Hunting of Antlerless Deer. This chapter will provide rules and regulations for bow hunting of deer within the city limits of Polk City, administered by the Polk City Police Department.

Both ordinances have been prepared by the City Attorney.

ALTERNATIVES:

Not approving these ordinances would leave the current ordinances in place.

FINANCIAL CONSIDERATIONS:

Incidental costs for the police department to administer the urban deer bow hunting program.

RECOMMENDATION:

Approve the first reading of the ordinance to amend Chapter 41, section 8, sub-section 3.

Approve the first reading of the ordinance to provide a new chapter to the Polk City Code, Chapter 41A: Special Bow Hunting of Antlerless Deer.

Consider waiving the 2nd and 3rd readings for each ordinance so the ordinances can be in effect prior to the start of the upcoming deer hunting season, which starts on September 15th and goes until January 27, 2020.

ORDINANCE NO. 2019-1200

**AN ORDINANCE AMENDING CHAPTER 41, PUBLIC HEALTH AND SAFETY,
41.08 BOWS AND ARROWS**

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

Section 1. Section 41.08, BOWS AND ARROWS is hereby amended by deleting the sub-section 3. and inserting the following new sub-section:

41.08 BOWS AND ARROWS

3. Use of Bows and Arrows for Hunts. No person shall shoot a bow and arrow within the City limits or in a City-owned park at any living being such as an animal, bird, fish or fowl, unless it is done in accordance with Chapter 41A, Special Bow Hunting of Antlerless Deer.

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

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

PASSED AND ADOPTED this day ___ of _____ 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

First Reading:

Second Reading:

Third Reading:

Date Adopted:

Date of Publication by posting:

ORDINANCE NO. 2019 – 1300

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF POLK CITY, IOWA, BY DELETING SECTION 55.20, PROHIBITION ON FEEDING OF WHITETAIL DEER, AND ADDING NEW CHAPTER 41A, SPECIAL BOW HUNTING OF ANTLERLESS DEER.

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

Section 1. Section 55.20, Prohibition on Feeding of Whitetail Deer is hereby deleted in its entirety.

Section 2. Chapter 41A. Chapter 41A, Special Bow Hunting of Antlerless Deer, is hereby inserted into the City Code of the City of Polk City, Iowa as follows:

CHAPTER 41A: SPECIAL BOW HUNTING OF ANTLERLESS DEER

Section

- 41A.01 Definitions
- 41A.02 Urban deer management area
- 41A.03 Special bow hunt
- 41A.04 Bow hunting
- 41A.05 Hunting on rural property
- 41A.06 Feeding deer; prohibited
- 41A.99 Penalty

§ 41A.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ANTLERLESS. A deer with no visible forked antler.

ARROW. As defined and limited by the State Department of Natural Resources (herein IDNR).

BOW. As defined and limited by the IDNR.

ELEVATED STAND. A manufactured stand (tree stand, ladder stand, tripod, quadpod or tower) with a safety harness and of sufficient height to place the hunter's feet at least six vertical feet above the highest ground elevation within 25 yards of the stand location, to ensure a downward thrust of an arrow when released by the bow.

LICENSE.

(1) *INCENTIVE LICENSE.* A document issued by the IDNR to allow a bow hunter to harvest an antlered deer as a designated buck incentive program award recipient based on the previous year's antlerless deer program in the City.

(2) *URBAN ANTLERLESS DEER LICENSE.* A document issued by the IDNR in addition to the small game hunting license to allow a bow hunter to harvest an antlerless deer under the City's special bow hunting program.

OFFAL. Entrails, which includes most internal organs other than muscle or bones.

PERMISSION FORM. A document issued by and filed with the City to affirm that the hunter has received written authorization to hunt on private property from the owner or manager thereof.

USABLE PORTION. Any part of a deer that is customarily processed for human consumption.

VISCERA. The internal organs within the chest.

§ 41A.02 URBAN DEER MANAGEMENT AREA.

The IDNR has determined that areas exist within the City limits where deer are overly abundant and a reduction in population is warranted for proper management of resources, and these areas have been designated by the IDNR to be recommended urban deer management areas.

§ 41A.03 SPECIAL BOW HUNT.

(A) A special bow hunt is hereby established and shall be administered by the City in accordance with the provisions of this chapter. The dates and boundaries for the special bow hunt shall be set annually by City Council resolution\ and may be more restrictive than the dates and boundaries designated by the IDNR.

(B) Hunters wishing to participate in the special bow hunt shall first obtain an urban antlerless deer license or incentive license after completing the following and providing proof thereof:

- (1) An annual archery proficiency test; and
- (2) A bow hunter safety education course conducted by the IDNR or approved equivalent.

(C) The City hereby reserves the right to approve the content and operation of the test or safety course and to reject any that is not compliant with IDNR requirements or recommendations, or otherwise deemed acceptable to the Police Department.

(D) Hunting shall be prohibited within the following protection zones, and no shot shall be directed into or across any protection zone:

- (a) Within 200 feet of any home or building not owned by the hunter, unless the owner thereof waives the prohibition in a written statement filed with the City; and
- (b) Within 100 feet of a recreation trail or street.

(E) Shots shall only be taken from an elevated stand; provided that a hunter with an IDNR-qualifying disability may request permission to use an alternative; shall be restricted to a distance of not more than 75 feet; and shall clearly have a downward angle intended to minimize travel of an arrow beyond the 75 feet maximum shot distance. A diligent attempt shall be made to retrieve every arrow.

(F) Legal weaponry for all hunting allowed by this chapter shall be restricted to bows and arrows, except that a hunter with a qualifying disability as defined by IDNR regulations may be allowed to use a crossbow and bolts as defined and limited by the IDNR.

(G) Bows and arrows shall be cased while traveling to and from every hunting site.

§ 41A.04 BOW HUNTING.

(A) No person shall pursue, stalk, hunt, lie in wait for, shoot at or kill any deer with a bow and arrow, except as permitted by this chapter.

(B) Hunters shall comply with all requirements established by the IDNR and by the municipal code, including, but not limited to this chapter.

(C) Hunters shall complete and file a permission form prior to hunting.

(D) Hunting shall be prohibited on all City-owned property unless expressly approved by the City Council after review and recommendation by the governing City Board or Commission.

(E) The minimum age for participation in the special bow hunt shall be 18 years old on the day of the hunt.

(F) Each hunter shall carry all of the following on his or her person at all times while hunting:

- (1) An IDNR license for the special bow hunt to hunt within the boundaries designated by the City;
- (2) A permission form for the current year; and
- (3) A map verifying that the property being hunted is located within the hunt area that has been designated by the City Council.

(G) A hunter shall not leave a usable portion of the deer in the field. In the case of private property, viscera and other offal shall be disposed of in a manner that is acceptable to the property owner and in a location that is not visible from adjoining public or private property.

(H) A hunter shall not dispose any animal part on any public property, including roadside ditches.

(I) If a mortally wounded deer travels off the property being hunted onto other property, the hunter shall attempt to notify the other property owner, or in the case of City property, the City Police Department, before entering the other property to recover the mortally wounded deer.

(J) Hunters are strongly encouraged to utilize a safety harness conforming to current Treestand Manufacturers Association (TMA) or American Society for Testing and Materials (ASTM) standards, in the manner and method proscribed by the manufacturer, at all times while occupying an elevated stand.

§ 41A.05 HUNTING ON RURAL PROPERTY.

(A) Bow hunting may be allowed on any property located within predominately agricultural areas of the City as designated annually by City Council resolution (hereafter rural property) in accordance with all IDNR regulations and without obtaining an urban antlerless deer license or incentive license, subject to the restrictions listed in this section.

(B) A bow hunter is not required to complete the City permission form nor comply with the annual proficiency or safety education course required for the City's special bow hunt program to hunt on rural property unless the bow hunter desires to have any antlerless deer taken on a rural property to be included in the season harvest requirement for a possible incentive license in the following season, if any are awarded; and is not required to case the bow and arrows while traveling to hunting sites located on rural property.

(C) A bow hunter may obtain an "any sex license" from the IDNR to hunt on rural property, but the tag shall not be used to take any antlered deer within the boundaries designated by the City for the special bow hunt. This restriction shall not apply to an incentive license awarded for the prior season under the City's special bow hunt program.

§ 41A.06 FEEDING DEER; PROHIBITED.

(A) *Feeding prohibited.* Residents are prohibited from overtly and intentionally feeding deer for the following reasons:

(1) There is an increased risk of spreading disease among the herd when deer are concentrated in one place through purposeful feeding, by promoting contact between a sick animal and healthy animals;

(2) An increased chance of exposing self, family or pets to ticks that carry Lyme Disease (*Borrelia burgdorferi*), and to other diseases that may be carried by deer or insects transported by deer; and

(3) Reduced fear of humans, leading to increased property damage, car/deer accidents and other concerns.

(B) *Prohibition.*

(1) No person may place or allow any device or any fruit, grain, mineral, plant, salt, vegetable or other material to be placed outdoors on any public or private property for the purpose of attracting or feeding deer.

(2) Each property owner or occupant of the property shall have the duty to remove any materials placed on the owner's property in violation of this chapter. Failure to remove the materials within 24 hours after notice from the City shall constitute a violation of this chapter.

(3) Each property owner or occupant of the property shall have the duty to remove any device placed on the owner's property to which deer are attracted or from which deer actually feed. Alternatively, a property owner or occupant may modify the device or make other changes to the property that prevent deer from having access to or feeding from the device. Failure to remove the device or to make modifications within 24 hours after notice from the City shall constitute a violation of this chapter.

(C) *Rebuttable presumption.* There is a rebuttable presumption that the placement of fruit, grain, mineral, plant, salt, vegetable or other materials in a drop feeder, deer feeder kit, automatic feeder or similar device regardless of the height of the fruit, grain, mineral, plant, salt, vegetable or other material is for the purpose of feeding deer.

(D) *Exceptions.*

(1) *Naturally growing materials.* This chapter does not apply to naturally growing materials, including, but not limited to, fruit, grain, nuts, seeds and vegetables.

(2) *Planted materials.* This chapter does not apply to planted materials growing in gardens, as standing crops or in a wildlife food plot.

(3) *Stored crops.* This chapter does not apply to stored crops, provided that the stored crop is not intentionally made available to deer.

(4) *Incidental spills.* This chapter does not apply to spills of seed materials intended for planting or to crop materials that have been harvested if the spills are incidental to normal agricultural operations and those materials are not intentionally made available to deer.

§ 41A.99 PENALTY.

(A) Failure to comply with City or state regulations may subject a hunter or landowner to revocation of permission to participate in the special bow hunt, and to be subject to other penalties prescribed by the Iowa Code and by the municipal code, including, but not limited to, fines and penalties as set forth in Chapter 3.

(B) Any resident that violates § 41A.06 shall be guilty of a municipal infraction and subject to fines and penalties as set forth in Chapter 3.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 4. Savings Clause. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

Section 5. Violations and Penalties. Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Chapter 3 of the City Code of the City of Polk City, Iowa.

Section 6. Other Remedies. In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND ADOPTED this day _____ of _____ 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

First Reading:

Second Reading:

Third Reading:

Date Adopted:

Date of Publication by posting:

ORDINANCE NO. 2019-800

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POLK CITY, IOWA, BY REZONING APPROXIMATELY 95.23 ACRES OWNED BY BERGGREN FARMS LLC FROM ZONING CLASSIFICATION OF AGRICULTURAL (A-1) TO SINGLE FAMILY DETACHED RESIDENTIAL (R-1)

WHEREAS, on the 17th day of June 2019, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the property legally described as:

The East 1/2 of the Southeast 1/4 of Section 26, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa.

AND

All that part of the East 1/2 of the Northeast 1/4 of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying North of the public highway.

AND

Abutting NW Hugg Drive right-of-way lying in the East 1/2 of the Northeast 1/4 of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying north of the NW Hugg Drive centerline.

AND

Abutting NW 72nd Street right-of-way lying in the East 1/2 of the Northeast 1/4 of Section 35, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, lying west of the NW 72nd Street centerline.

be considered for rezoning 95.233 acres from Agricultural (A-1) to Single Family Detached Residential (R-1); and

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

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

Section 1: That the Municipal Code of the City of Polk City, Iowa, be and is hereby amended by rezoning the property described above from Agricultural (A-1) to Single Family Detached Residential (R-1).

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

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

PASSED AND APPROVED this ____ of _____, 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

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

ORDINANCE NO. 2019-900

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POLK CITY,
IOWA, BY REZONING 33.03 ACRES KNOWN AS THE MILLER PROPERTY FROM
ZONING CLASSIFICATION OF AGRICULTURAL (A-1) TO ONE & TWO FAMILY
RESIDENTIAL (R-2)**

WHEREAS, on the 17th day of June 2019, the Planning and Zoning Commission of the City of Polk City, Iowa, recommended to the City Council that the property legally described as:

*THE SOUTH 20.34 ACRES OF THE EAST 25 ACRES OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING SOUTH OF THE PUBLIC HIGHWAY, OVER AND ACROSS SAID 25 ACRES, A/K/A LOT 1 LYING SOUTH OF HUGG DRIVE, P. WERUMS SUBDIVISION, POLK COUNTY, IOWA, LOCALLY KNOWN AS 12370 NW HUGG DRIVE, POLK CITY, IOWA, AND
THE SOUTHWEST 12.69 ACRES OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD.*

be considered for rezoning 33.03 acres from Agricultural (A-1) to One & Two Family Residential (R-2); and

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

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

Section 1: That the Municipal Code of the City of Polk City, Iowa, be and is hereby amended by rezoning the property described above from Agricultural (A-1) to One & Two Family Residential (R-2).

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

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

PASSED AND APPROVED this 22nd of July 2019.

Jason Morse, Mayor

ATTEST:

Jenny Gibbons, City Clerk

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



City of Polk City, Iowa City Council Agenda Communication

Date: August 12, 2019
To: Mayor & City Council
From: Don Sandor, Interim City Administrator
Subject: Rezoning 301 Walnut Street

BACKGROUND:

The property owner of the property at 301 Walnut Street had requested rezoning of that property from R-2 One and Two Family Residential District to C-1 Central Business District. The Council held a public hearing at the council meeting on July 8, 2019 for ordinance 2019-700 and approved the first reading at that meeting and approved the second reading at the July 22nd meeting. The third reading of the ordinance was scheduled for the meeting of August 12th. The property owner has requested the city table action on the third reading, as he has a possible purchaser of the property that does not want the property rezoned. The proposal is to table the third reading until the October 14, 2019 council meeting to give time for the owner to determine if this sell occurs.

ALTERNATIVES:

N/A

FINANCIAL CONSIDERATIONS:

N/A

RECOMMENDATION:

Table the third reading of ordinance 2019-700 until the city council meeting of October 14, 2019.



Date July 31, 2019

To: Don Sandor
City of Polk City
P.O. Box 426
Polk City, IA 50226-0426

INVOICE SUMMARY - JUNE SERVICES

Services from June 1, 2019 through June 30, 2019

GENERAL ENGINEERING

<u>2019 General Engineering</u>	119.0001	\$ 2,163.50
<u>Building and Development issues:</u>	119.0001	\$ 3,533.50
<i>Meetings and coordination with developers, engineers, building inspector, and staff regarding various potential and ongoing projects including potential annexation, subdivisions, and building permits.</i>		
<u>Water Dept:</u>	119.0001	\$ 515.00
<i>Water fees and looping in potential annexation area, continued work on list of CIP projects.</i>		
<u>Sanitary Sewer Dept:</u>	119.0001	\$ 554.50
<i>Sewer fees and sewer depth in potential annexation area, continued work on list of CIP projects.</i>		
<u>Miscellaneous Projects:</u>	119.0001	\$ 4,722.75
<i>Whitetail Parkway extension alignment, RRFB reimbursement, Schlichte pond, Tiberline drainage issues, crash review on N. 3rd, and continued work on CIP project list and updating select cost opinions for same.</i>		

SUBTOTAL

\$ 11,489.25

CAPITAL IMPROVEMENT PROJECTS

2019 Street Repair Project	119.0449	\$ 1,025.00
3rd Street & Bridge Road Intersection Improvements	118.0330	\$ -
Davis Street Reconstruction Project	117.0289	\$ -
Grimes St. & Deer Haven St. Intersection Improvements	118.1106	\$ 1,650.00
SE Trunk Sanitary Sewer Environmental	119.0268	\$ -
SUBTOTAL		\$ 2,675.00

REIMBURSABLE DEVELOPMENT REVIEW PROJECTS

301 Walnut Rezoning	119.0521	\$ 573.00
Berggren Farms Annexation and Rezoning	119.052	\$ 1,480.25
Big Creek Valley: Pre-Con, Change Order, Construction Observation	118.0975	\$ 5,250.84
Bridgeview Plat 2: Construction Drawings	119.0294	\$ 3,000.00
Crossroads Plat 2: Construction Observation	117.1163	\$ 4,054.00
Miller Property Annexation and Rezoning	119.0519	\$ 1,241.50
Twelve Oaks Plat 3: Construction Observation	115.0170	\$ 2,268.00
SUBTOTAL		\$ 17,867.59

TOTAL

\$ 32,031.84