

Agenda  
Notice of Meeting  
Polk City | City Council  
\*\*\*\*\*  
August 26, 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. **Recognition of Fire Captain Matt Guerdet and Firefighter/EMT Ryan Bristle**
5. **Public Hearings**
  - a. Berggren Farms
    - i. Public Hearing on Voluntary Annexation
    - ii. Resolution 2019-66 approving Voluntary Annexation
  - b. Miller Property
    - i. Public Hearing on Voluntary Annexation
    - ii. Resolution 2019-67 approving Voluntary Annexation
6. **Public Comments:** This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please come to the podium and state your name and address for the record. You are requested to keep your comments to five minutes.
7. **Consent Items**
  - a. City Council Meeting Minutes for August 12, 2019
  - b. Receive and file the P&Z Commission Meeting Minutes for August 19, 2019
  - c. Claims listing dated August 26, 2019
  - d. Finance Report for July 2019
  - e. Receive and file the Police Department Report for July 2019
  - f. Temporary Site Plan for North Polk Homecoming parade and pep rally September 20, 2019
  - g. RVTV Committee additional request to the previously approve Temporary Site Plan for the September 9<sup>th</sup> vent
    - i. Waiver for the Noise Control Ordinance 52.1 from 7am-1130pm
    - ii. Financial Contribution of \$5,000
    - iii. Closure of 3<sup>rd</sup> Street from Van Dorn to Broadway
8. **Business Items**
  - a. Mary Kirkwood Acres Plat 2
    - i. Resolution 2019-81 approving Preliminary Plat
    - ii. Resolution 2019-82 approving Final Plat
  - b. Davis Street Reconstruction Project
    - i. Resolution 2019-83 approving Change Order No. 6 in the amount of \$83.35
    - ii. Resolution 2019-84 approving Pay App No. 9 in the amount of \$4,058.17
  - c. Contract with PFM for a Water Rate Study in the amount of \$6,500.00
  - d. Final Reading Ordinance 2019-800 approving Berggren Farms rezoning from A-1 to R-1

- e. Final Reading Ordinance 2019-900 approving Miller Property rezoning from A-1 to R-2
- f. 506 E Broadway
  - i. Second Reading Ordinance 2019-1100 approving rezoning from U-1 to R-1
  - ii. (Optional) Waive Final Reading Ordinance 2019-1100 approving rezoning from U-1 to R-1
- g. Second Reading Ordinance 2019-1000 repealing chapter 9, Urban Revitalization Plan
- h. Engineering Services Agreement for revisions of the Polk City Subdivision Ordinance for Snyder and Associates in the amount of \$18,000

**9. Reports & Particulars**

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

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

- 11. (Optional)** Take action on closed session item

**12. Adjournment**

*--next meeting date TUESDAY September 10, 2019*

**APPLICATION FOR VOLUNTARY ANNEXATION  
TO THE CITY OF POLK CITY, IOWA**

To: City Council of Polk City  
112 Third Street  
Polk City, IA 50226

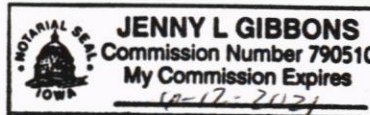
The undersigned; Berggren Farms, a/an LLC; constituting all the legal and equitable owners of a parcel of land (the "Property") within the annexation territory adjoining the City of Polk City (the "Annexation Territory"), hereby voluntarily requests that said Property be annexed to, and made a part of, the City of Polk City, Iowa. Said Property is legally described on Exhibit "A". Said Property, along with said Annexation Territory, is shown on Exhibit "B".

Berggren Farms LLC  
<Insert Name> Robert Berggren

By: Robert Berggren  
Title: managing member

Date 5-30-19

Witness: JA



Filed with the City Clerk of Polk City on the 30 day of May, 2019

12/10  
a 120 + 912 7  
fw



Doc ID: 030980220002 Type: GEN  
Kind: QUIT CLAIM DEED  
Recorded: 07/20/2016 at 08:47:30 AM  
Fee Amt: \$22.00 Page 1 of 2  
Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2016-00005795

BK **16096** PG **939-940**

**QUIT CLAIM DEED**  
**Recorder's Cover Sheet**

**Preparer Information:**

Alan A. Anderson, Attorney  
P. O. Box 245  
Polk City, IA 50226  
(515) 984-6957

**Address Tax Statement To:**

Berggren Farms, LLC  
507 Willow Lane  
LeGrand, IA 50142

RETURN TO:

**Return Document To:**

Alan A. Anderson, Attorney  
P. O. Box 245  
Polk City, IA 50226

**Grantors:**

Robert J. Berggren  
Vicki L. Berggren

**Grantees:**

Berggren Farms, LLC

**Legal description:** See Page 2

Alan A. Anderson P.O. Box 245 Polk City, IA 50226 (PIN AT0000470)

QUIT CLAIM DEED

For the consideration of one Dollar(s) and other valuable consideration Robert J. Berggren and Vicki L. Berggren, Husband and Wife, do hereby Quit Claim to Berggren Farms, LLC, an Iowa Limited Liability Company, the following described real estate in Polk County, Iowa:

A one-sixth (1/6) interest in the East 1/2 of the Southeast 1/4 of Section 26, and that part of the East 1/2 of the Northeast 1/4 of Section 35, lying north of highway, all in Township 81 North, Range 25, West of the 5th P.M., Polk County, Iowa

\*Exemption #21 - Consideration less than \$500

The undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: June 27, 2016

Robert J. Berggren ROBERT J. BERGGREN (Grantor)

Vicki L. Berggren VICKI L. BERGGREN (Grantor)

STATE OF IOWA ) COUNTY OF POLK ) ss

This instrument was acknowledged before me on the 27th day of June, 2016, by ROBERT J. BERGGREN and VICKI L. BERGGREN to me known to be the identical persons named in and who executed the instrument and acknowledged that they executed the same as their voluntary act and deed.

WILMA C TORSKY NOTARIAL SEAL - IOWA COMMISSION NO. 192042 MY COMMISSION EXPIRES 5-2-17

Wilma C. Torsky Notary Public in and for said State

# ANNEXATION EXHIBIT

**DEVELOPER**

MJR DEVELOPMENT, LLC  
 ATTN: JARROD RUCKLE  
 1425 NW HUGG DRIVE  
 POLK CITY, IA 50226

**ZONING**

EXISTING: AG - AGRICULTURAL  
 PROPOSED: R-1 - SINGLE FAMILY DETACHED RESIDENTIAL

**REZONING DESCRIPTION**

A ONE-SIXTH (1/6) INTEREST IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, AND THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, LYING NORTH OF HIGHWAY, ALL IN TOWNSHIP 81 NORTH, RANGE 25, WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

**REZONING ADDRESS**

12609 NW HUGG DR  
 POLK CITY, IOWA 50226

PROPOSED ANNEXATION  
 12609 NW HUGG DRIVE  
 POLK CITY, IOWA 50226

NW 72ND STREET

NW HUGG DRIVE

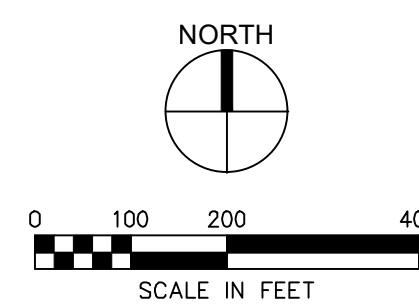
POLK CITY LIMITS



POLK CITY PROPERTIES



PROPOSED ANNEXATION



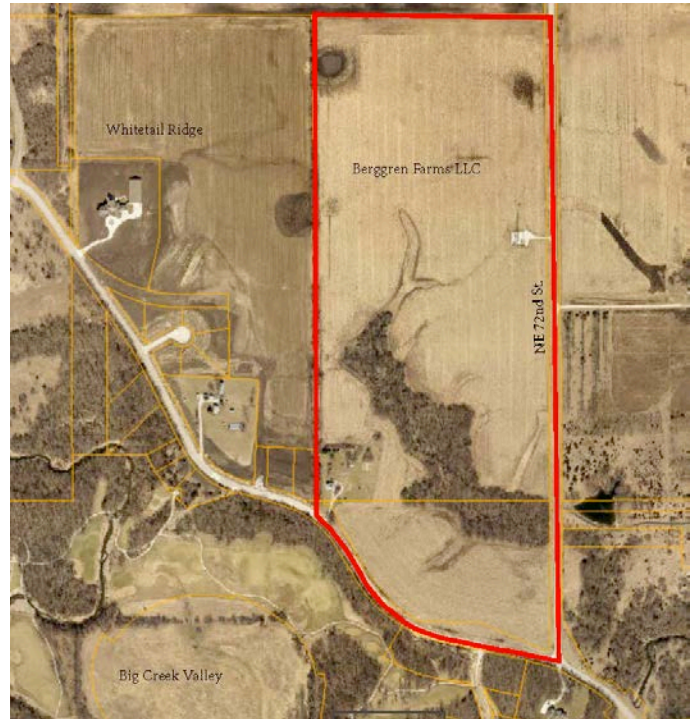
## PETITION FOR VOLUNTARY ANNEXATION AND REZONING

Date: July 22, 2019  
 Subject Property: Berggren Farms

Prepared by: Kathleen Connor  
 Project No.: 119.0520.01

### GENERAL INFORMATION:

Property Owners: Berggren Farms LLC  
 Location: in Polk County; north of NW Hugg Drive and west Of NW 72<sup>nd</sup> Street  
 Parcel Area: 95.23 acres  
 Existing Land Use: Agricultural w/ Residence Cell Tower  
 Future Land Use: Per Polk City Comp Plan - Low Density Residential (1-4 dwellings/acre)  
 Current Zoning: Polk County- AG Agricultural  
 Initial Zoning: A-1 Ag. after annexation  
 Proposed Use: Single-Family Residential  
 Proposed Zoning: R-1 Single Family Residential



### ANNEXATION:

The applicants have submitted a signed Petition for Voluntary Annexation of their property, highlighted in red on the above aerial photo. This will be a 100% voluntary annexation. Because the proposed annexation is more than 2 miles from the incorporated area of any other city, there is no need for this annexation to go before the City Development Board prior to its approval.

The subject property abuts ongoing development in Whitetail Ridge and is within the City of Polk City's planned growth area as defined by the Comprehensive Plan. P&Z and City Council should be aware of the following issues to consider as this property begins the development process;

- The Comprehensive Plan for this area includes Whitetail Parkway. This parkway is critically important to the city's major street network as Polk City expands to the north and will help avoid dramatically increased traffic volumes on NW Hugg Drive. Given the topographic issues, environmental constraints, and existing homes within the potential corridor between NW 72<sup>nd</sup> Street and N. 3<sup>rd</sup> Street/Sheldahl Drive, the alignment of Whitetail Parkway will need to be determined before the Berggren Farms property is platted so that the intersection

of Whitetail Parkway and NW 72<sup>nd</sup> Street is appropriately located to facilitate future extension. In addition, this will give the City the opportunity to protect this street corridor from encroaching development.

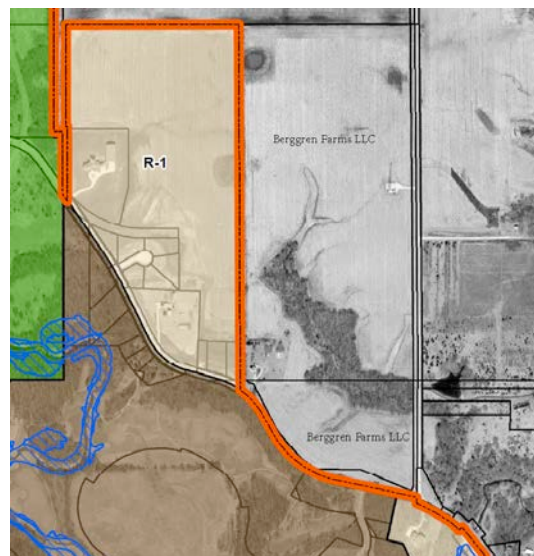
- This property is designed to be served by the Big Creek Valley sanitary sewer currently under construction. The subject property represent the limits of the TCI Plat 6 lift station service area. Further development; beyond Whitetail Ridge, Berggren Farms, and the Miller property; fall in the North Service Area. The alignment and depth of a future trunk sewer to serve this future growth area will need to be evaluated and planned at some point in the future.
- The 12” water main along NW Hugg Drive, south of Berggren Farms, will be completed with Big Creek Valley Plat 1. The Comprehensive Plan calls for a 12” or greater water main along NW 72<sup>nd</sup> Street as part of the looping system for the municipal water mains. The City’s and developers’ respective responsibilities for the cost of construction will need to be resolved in conjunction with platting of this property.
- NW Hugg Drive may need to be improved in conjunction with the proposed development or at some point in the future. Platting of the Berggren Farms property will need to include the widening of the right-of-way to accommodate future improvements.

**REZONING:**

All newly-incorporated properties are designated as A-1 Agricultural following annexation. The applicant has submitted a petition to rezone their 95.23-acre property from A-1 to R-1 single family. The owners of 71.7 % of the area within the 250-foot buffer surrounding the proposed rezoning have consented to this proposed rezoning. This proposed rezoning is in conformance with Polk City’s Comprehensive Plan which designates the future land use of this area as low density residential, with densities of 1-4 dwellings per acre.



*Future Land Use Plan*



*Current Zoning Map*



Existing zoning on the west side of the Berggren Farms property is R-1 and on the south side of the Miller property is PUD, designated for single family homes in Big Creek Valley per the approved PUD Master Plan. Property on the north side of the subject parcel is unincorporated, with Polk County zoning of Ag -Agricultural. Properties to the east are also unincorporated, with Polk County zoning of ER – Estate Residential on the southern side of this area and Ag-Agricultural on the north.

**REVIEW COMMENTS:**

All review comments on the Annexation Exhibit, Rezoning Map, and legal descriptions have been addressed.

**RECOMMENDATION:**

Pursuant to the recommendations of the Comprehensive Plan, the Planning and Zoning Commission and staff recommend Council approval of the Petition for Voluntary Annexation Petition submitted Berggren Farms LLC. Subject to Council’s prior approval of the annexation petition, staff further recommends approval of the applicant’s request to rezone the subject property from A-1 Agricultural to R-1 Single Family Residential.

Council approval of the foregoing should be subject to:

1. Payment of the filing fee and professional billings to the Finance Director prior to Council action.

**RESOLUTION NO. 2019-66**

**RESOLUTION ANNEXING CERTAIN PARCELS OF REAL ESTATE OWNED  
BY BERGGREN FARMS LLC INTO THE CITY OF POLK CITY, IOWA**

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**WHEREAS**, Berggren Farms LLC have filed an application requesting that the following described real estate be annexed to the City of Polk City Iowa:

**LEGAL DESCRIPTION:**

*The East 1/2 of the Southeast 1/4 of Section 26, Township 81 North, Range 25 West of the 5<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> P.M., Polk County, Iowa, lying north of the NW Hugg Drive centerline.*

*AND*

*Abutting NW 72<sup>nd</sup> 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 5<sup>th</sup> P.M., Polk County, Iowa, lying west of the NW 72<sup>nd</sup> Street centerline.*

**LAYMAN'S DESCRIPTION:**

Approximately 95.23 acres of land in Polk County, Iowa located at the northeast corner of NW Hugg Drive and NW 72<sup>nd</sup> Street, including the adjacent half rights-of-way of said streets

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Polk City Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Polk City, Iowa.

**BE IT FURTHER RESOLVED** by the City Council of the City of Polk City, Iowa, that the City Clerk be and is hereby authorized to file a copy of the resolution, map and legal description of the territory involved with the Iowa Secretary of State, the Polk County Board of Supervisors, each affected utility, and the state department of transportation and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of the legal description, map and resolution with the Polk County Recorder, all as provided in the Code of Iowa.

**DATED** at Polk City Iowa, this 26th day of August 2019.

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Jason Morse, Mayor

ATTEST:

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Jenny Gibbons, City Clerk

## PETITION FOR VOLUNTARY ANNEXATION AND REZONING

Date: July 22, 2019  
 Subject Property: Miller property

Prepared by: Kathleen Connor  
 Project No.: 119.0519.01

### GENERAL INFORMATION:

Property Owners: Bettylee Miller, Karla Samo, and Floyd Neal Miller

Location: in Polk County; SW corner of NW Hugg Drive and N. 3<sup>rd</sup> Street (Sheldahl Drive)

Parcel Area: 33.03 acres

Existing Land Use: Residential & Agricultural

Future Land Use: Per Polk City Comp Plan - Medium Density Residential (4-8 dwellings/acre)

Current Zoning: Polk County- MDR Medium Density Residential

Initial Zoning: A-1 Agricultural, after annexation

Proposed Use: Single-Family Residential (approx. 2.5 dwellings/acre)

Proposed Zoning: R-2 Single Family Residential



### ANNEXATION:

The applicants have submitted a signed Petition for Voluntary Annexation of their property, highlighted in red on the above aerial photo. This will be a 100% voluntary annexation. Because the proposed annexation is more than 2 miles from the incorporated area of any other city, there is no need for this annexation to go before the City Development Board prior to its approval.

The subject property abuts existing development in Wolf Creek Townhomes and is within the City of Polk City's planned growth area as defined by the Comprehensive Plan. P&Z and City Council should be aware of the following issues to consider as this property begins the development process;

- This property can be served by the extension of existing sanitary sewers from Wolf Creek Townhomes, particularly since WCTH has fewer residences than originally planned. However, this parcel represents the northern limits of TCI West Service Area. The Comprehensive Plan calls for a future trunk sewer on the west side of N. 3<sup>rd</sup> that will serve the entire North Service Area. This may be an appropriate time to consider a Sanitary Sewer

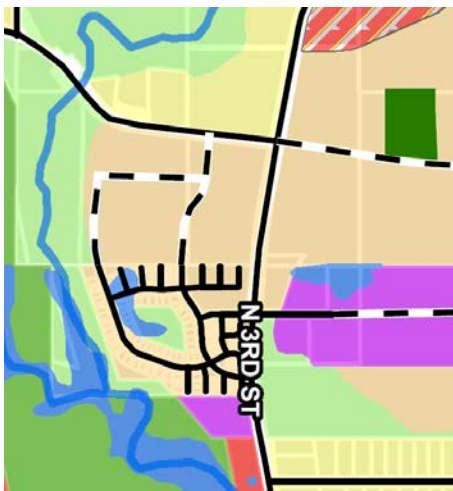
Study to determine the depth and alignment of a future trunk sewer to serve areas north of NW Hugg Drive and evaluate downstream capacity of existing sanitary sewers. Platting of the Miller's property will need to consider reserving easements to allow for the construction of this future trunk sewer.

- The Comprehensive Plan calls for a 12" water main along NW Hugg Drive and N. 3<sup>rd</sup> Street as part of the looping system for the municipal water mains. Alignment of this 12" water main as well as the City's and developers' respective responsibilities for the cost of construction will need to be resolved in conjunction with platting this property.
- NW Hugg Drive may need to be improved in conjunction with the proposed development or at some point in the future. Platting of the Miller's property will need to include the widening of the right-of-way to accommodate future improvements.
- Polk County recently completed the overlay of N. 3<sup>rd</sup> Street/Sheldahl Drive north of Polk City's current corporate limits. As a result, the portion of the street lying east of the Miller property was just paved and has no further need for improvement at this time.

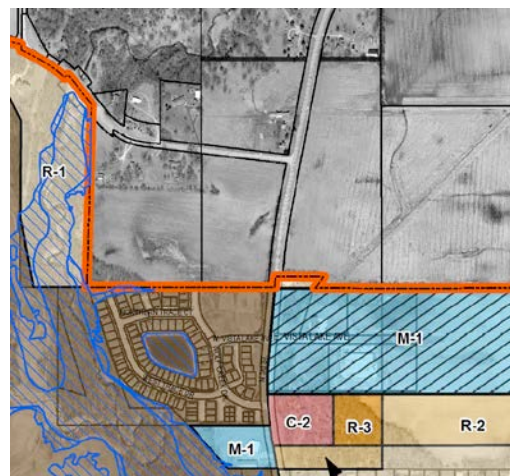
### **REZONING:**

All newly-incorporated properties are designated as A-1 Agricultural following annexation. The applicant has submitted a petition to rezone their 33.03-acre property from A-1 to R-2 single family. The owners of 83.5% of the area within the 250-foot buffer surrounding the proposed rezoning have consented to this proposed rezoning.

The proposed R-2 zoning is less dense than anticipated by Polk City's Comprehensive Plan which designates the future land use of this area as medium density residential which calls for a density of 4-8 dwellings per acre. Based on the preliminary concept plan provided by the developer, the future subdivision is expected to have a density of approximately 2.5 dwellings per acre. This density is in line with low density residential use which calls for a density of 1-4 dwellings per acre.



*Future Land Use Plan*



*Current Zoning Map*

Existing zoning on the west side of the Miller property is R-1 and on the south side of the Miller property is PUD, specifically designated for townhomes per the PUD Ordinance. Property on the east side of the subject parcel is unincorporated, with Polk County zoning of MDR – Medium Density Residential. Properties to the north are also unincorporated, with Polk County zoning of ER – Estate Residential.

### **CONCEPT PLAN:**

To help clarify the developer's intent for future development, and provide justification for the proposed rezoning, the developer has submitted a concept plan showing a subdivision with 86 single-family lots on the Miller property. Please note that this concept plan is not being reviewed in detail, or formally approved by the City at this time. We offer the following preliminary comments on this concept which will need to be addressed prior to platting:

1. The subdivision will need to include dedication of additional right-of-way along NW Hugg Drive to meet the requirement for an 80' wide right-of-way for this street. Radii will need to be provided at all block corners, including intersections on NW Hugg Drive and N 3<sup>rd</sup> Street.
2. It appears Outlot Y is intended to cover areas within the floodplain as per the Big Creek/ Wolf Creek Flood Study. We recommend this area be platted as 6 outlots that will be tied to the abutting lot so these property owners will be responsible for maintenance of the outlots, but are separate from actual lot so flood insurance is not required.
3. Outlot Z appears to be a detention basin that will be maintained by a homeowners association. The city typically does not take ownership or maintenance responsibilities for such basins.
4. The Comprehensive Plan does not indicate the need for parkland in this area. The parkland dedication, estimated at approximately 2 acres for these 86 lots, will need to be addressed.
5. The Comprehensive Plan indicates there will be one street connection to NW Hugg Drive and two street connections to Wolf Creek Townhomes. However, with this area developing as single family residential rather than townhomes, and with street connection to N. 3<sup>rd</sup> Street, one connection to Wolf Creek Drive appears to meet the intent of the Comp Plan.
6. The aforementioned issues related to a future sanitary trunk sewer for the North Service Area, a 12" water main loop, and potential improvement of NW Hugg Drive will need to be addressed.
7. The future plat will need to conform to the Subdivision Regulations and SUDAS, including street connections and culverts at N. 3<sup>rd</sup> Street and NW Hugg Drive.

### **REVIEW COMMENTS ON ANNEXATION AND REZONING:**

All review comments on the Annexation Exhibit, Rezoning Map, and legal descriptions have been addressed.

**RECOMMENDATION:**

Pursuant to the recommendations of the Comprehensive Plan, the Planning and Zoning Commission and staff recommend Council approval of the Petition for Voluntary Annexation Petition submitted jointly by Bettylee Miller, Karla Samo, and Floyd Neal Miller.

Subject to Council's prior approval of the annexation petition, the Planning and Zoning Commission and staff recommend Council approval of a Comprehensive Plan amendment for the Future Land Use Plan, changing the designation on the subject property from Medium Density Residential to Low Density Residential. The Planning and Zoning Commission and staff further recommend Council approval of the applicant's request to rezone the subject property from A-1 Agricultural to R-2 single family residential.

Council approval of the foregoing should be subject to:

1. Payment of the filing fee and professional billings to the Finance Officer prior to Council action.

**APPLICATION FOR VOLUNTARY ANNEXATION  
TO THE CITY OF POLK CITY, IOWA**

TO: City Council of Polk City  
112 Third St.  
Polk City, Iowa 50226

The undersigned: Bettylee Miller, Karla Samo,  
Floyd Neal Miller, all co-owners; constituting all the legal and equitable owners of two parcels of land (the "Property") within the annexation territory adjoining the City of Polk City (the "Annexation Territory"), herby voluntarily requests that the Property be annexed to, and made a part of, the CITY OF Polk City, Iowa. Said Property is legally described on Exhibit "A". Said Property, along with said Annexation Territory, is shown on Exhibit "B".;

Subject To is shown on Exhibit "C".

Property Owners:

<u>Bettylee Miller</u>	<u>Bettylee Miller</u>	<u>5/13/19</u>
Bettylee Miller		Date

<u>Karla Samo</u>	<u>Karla Samo</u>	<u>5-13-19</u>
Karla Samo		Date

<u>Floyd Neal Miller</u>	<u>Floyd Neal Miller</u>	<u>5-13-19</u>
Floyd Neal Miller		Date

<u>Gregory L. Kydolo</u>	<u>[Signature]</u>	<u>5/13/19</u>
Witness		

Filed with the City Clerk of Polk City on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

## Exhibit "A"

### Legal Description:

THE SOUTH 20.34 ACRES OF THE EAST 26 ACRES OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 81 NORTH , RANGE 25 WEST OF THE 5TH P.M., IOWA LYING SOUTH OF THE PUBLIC HIGHWAY, OVER AND ACROSS SAID 25 ACRES ALSO KNOWN AS LOT 1 LYING SOUTH OF HUGG DRIVE, P WERUMS SUBDIVISION, POLK COUNTY, IA. THE SOUTHWEST 12.69 ACRES OF THE SOUTHEAST ONE QUARTER (SE1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 81, RANGE 25, WEST OF THE 5 TH P. M., POLK COUNTY, IOWA, SUBJECT TO EASMENTS OF RECORD.





## Exhibit "C"

**Subject to:**

This Voluntary Annexation is "Subject To" the City of Polk City approving the Buyer's, Orton Development Company, LLC, Rezoning of the property.

**RESOLUTION NO. 2019-67**

**RESOLUTION ANNEXING CERTAIN PARCELS OF REAL ESTATE OWNED  
BY BETTYLEE MILLER, KARLA SAMO AND FLOYD NEAL MILLER INTO  
THE CITY OF POLK CITY, IOWA**

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**WHEREAS**, Bettylee Miller, Karla Samo and Floyd Neal Miller have filed an application requesting that the following described real estate be annexed 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.

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:**

Approximately acres of land in Polk County, Iowa located at the Southeast corner of NW Hugg Drive and Sheldahl Drive (N. 3<sup>rd</sup> Street), including the adjacent half rights-of-way of said streets.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Polk City Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Polk City, Iowa.

**BE IT FURTHER RESOLVED** by the City Council of the City of Polk City, Iowa, that the City Clerk be and is hereby authorized to file a copy of the resolution, map and legal description of the territory involved with the Iowa Secretary of State, the Polk County Board of Supervisors, each affected utility, and the state department of transportation and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of the legal description, map and resolution with the Polk County Recorder, all as provided in the Code of Iowa.

**DATED** at Polk City Iowa, this 26th day of August 2019.

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Jason Morse, Mayor

ATTEST:

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Jenny Gibbons, City Clerk

**MEETING MINUTES**  
**The City of Polk City**  
**City Council Meeting**  
**6:00 p.m., Monday, August 12, 2019**  
**City Hall**

Polk City, City Council held a meeting at 6:00 p.m., on August 12, 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, Sarchet | In attendance  
Anderson | Absent
3. **Approval of Agenda**  
**MOTION:** A motion was made by Sarchet and seconded by Walters to approve the meeting agenda  
**MOTION CARRIED UNANIMOUSLY**
4. **Public Hearings**
  - a. 506 E Broadway
    - i. Mayor Morse opened the Public Hearing at 6:01 p.m. on the rezoning petition to change 506 E Broadway from U-1 to R-1. Jenny Gibbons, City Clerk said the notice was published August 2, 2019 and no comments had been received for or against the rezoning. Don Sandor, Interim City Administrator, provided a report. No one was present to be heard for or against the rezoning.  
**MOTION:** A motion was made by Dvorak and seconded by Vogel to close the public hearing at 6:01 p.m. and reopen the regular meeting  
**MOTION CARRIED UNANIMOUSLY**
    - ii. **MOTION:** A motion was made by Sarchet and seconded by Vogel to approve the first reading of Ordinance 2019-1100 approving rezoning from U-1 to R-1  
**MOTION CARRIED UNANIMOUSLY**
  - b. 2019 Street Repairs Project
    - i. Mayor Morse opened the Public Hearing at 6:02 p.m. on the project. Jenny Gibbons, City Clerk said the notice was published August 2, 2019 and no comments has been received for or against the project. John Haldeman, Engineer for Snyder & Associates provided a report. No one was present to be heard for or against the project.  
**MOTION:** A motion was made by Vogel and seconded by Walters to close the public hearing at 6:03 p.m. and reopen the regular meeting  
**MOTION CARRIED UNANIMOUSLY**
    - ii. **MOTION:** A motion was made by Vogel and seconded by Sarchet to approve Resolution 2019-78 adopting plans, specifications, and form of contract  
**MOTION CARRIED UNANIMOUSLY**
    - iii. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2019-79 awarding contract to TK Concrete, Inc in the amount of \$150,550.00  
**MOTION CARRIED UNANIMOUSLY**
    - iv. **MOTION:** A motion was made by Sarchet and seconded by Walters to approve Resolution 219-80 approving contract and bond with TK Concrete, Inc.  
**MOTION CARRIED UNANIMOUSLY**
5. **Public Comments** | None
6. **Amended Consent Items**  
**MOTION:** A motion was made by Walters and seconded by Dvorak to approve the consent agenda 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

***MOTION CARRIED UNANIMOUSLY***

Don Sandor, Interim City Administrator, welcomed Carol Thornburg as new Deputy City Clerk. Jim Mitchell, Fire Chief thanked Adam VanderLeest for his many years of service on the FD. Mayor Morse and Council Member Sarchet thanked Adam VanderLeest for his many contributions to the FD.

**7. Business Items**

- a. ***MOTION:*** A motion was made by Sarchet and seconded by Dvorak to approve Resolution 2019-73 approving Ambulance Billing Service Agreement with Physicians Claims Company, Inc at a rate of 7.75% of claims collected  
***MOTION CARRIED UNANIMOUSLY***
- b. 3<sup>rd</sup> and Bridge Signalization Project
  - i. ***MOTION:*** A motion was made by Dvorak and seconded by Vogel to approve Resolution 2019-76 approving Change Order no. 2 in the amount of \$9,679.80  
***MOTION CARRIED UNANIMOUSLY***
  - ii. ***MOTION:*** A motion was made by Vogel and seconded by Walters to approve Resolution 2019-77 approving Pay App No. 4 in the amount of \$192,416.51  
***MOTION CARRIED UNANIMOUSLY***
- c. ***MOTION:*** A motion was made by Vogel and seconded by Walters to approve first reading of Ordinance 2019-1000 repealing Chapter 9; Urban Revitalization Plan  
***MOTION CARRIED UNANIMOUSLY***
- d. ***MOTION:*** A motion was made by Walters and seconded by Sarchet to approve first reading of Ordinance 2019-1200 amending Chapter 41.08, Bows and Arrows  
***MOTION CARRIED UNANIMOUSLY***
  - i. ***MOTION:*** A motion was made by Walters and seconded by Dvorak to waive second and third reading of Ordinance 2019-1200  
***MOTION CARRIED UNANIMOUSLY***
- e. ***MOTION:*** A motion was made by Walters and seconded by Sarchet to approve first reading of Ordinance 2019-1300 deleting section 55.20 Prohibition on feeding of Whitetail Deer and adding new Chapter 41A, Special Bow Hunting of Antlerless Deer  
***MOTION CARRIED UNANIMOUSLY***

i. **MOTION:** A motion was made by Sarchet and seconded by Walters to waive second and third reading of Ordinance 2019-1300

**MOTION CARRIED UNANIMOUSLY**

f. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve second reading of Ordinance 2019-800 approving rezoning Bergreen Farms from A-1 to R-1

**MOTION CARRIED UNANIMOUSLY**

g. **MOTION:** A motion was made by Vogel and seconded by Walters to approve second reading of Ordinance 2019-900 approving rezoning Miller Property from A-1 to R-2

**MOTION CARRIED UNANIMOUSLY**

h. **MOTION:** A motion was made by Sarchet and seconded by Vogel to defer final reading of Ordinance 2019-700 rezoning 301 Walnut Street from R-2 to C-1 until October 14, 2019 as requested by the property owner

**MOTION CARRIED UNANIMOUSLY**

i. **MOTION:** A motion was made by Dvorak and seconded by Vogel to approve Snyder & Associates June 2019 invoice in the amount of \$32,031.84

**YES: Vogel, Sarchet, Dvorak**

**ABSTAIN: Walters**

**MOTION CARRIED**

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

- Council Member Sarchet asked for an update on Deer Haven and Grimes. Attorney Amy Beattie said mediation has been set for September 18<sup>th</sup> and she will provide a report once that has been completed. Sarchet asked Staff to provide a Forecast 5 update to Council soon. He asked Council to consider a joint session with the Parks Commission in the future.
- Council Member Dvorak asked Staff how the transition is working with Aureon for IT services. Assistant City Administrator/Finance Director Lindsey Huber said things are going smoothly and the help desk has been very responsive.
- Council Member Vogel attended the National Night Out event and said it was a great event for engaging the community. She thanked the PD Staff and the FD Staff for their ongoing services and thanked the Public Works department and volunteers that helped make NNO successful.
- Mayor Morse set a work session for August 26, 2019 at 4:30pm. Mayor reminded everyone that school starts next Friday, August 23<sup>rd</sup> and requested everyone take it slow and watch for kids and buses. Mayor shared his excitement for the first annual North Polk Homecoming parade to be held in Polk City on September 20<sup>th</sup>. Mayor reported Polk County Supervisor Brownell will be attending the September 10<sup>th</sup> meeting to provide an update on Polk County.
- Police Chief Kendig publicly thanked everyone that helped with NNO event and said Lt. Siepker did a great job organizing the event. Chief thanked the 500+ people that attended this year and anticipates the event will grow even larger next year. He thanked Snyder Graphics for updating the logos on the police UTV as a donation to the department.
- Assistant City Administrator/Finance Director Lindsey Huber said the Auditors will be on site at City Hall beginning August 26, 2019.
- Fire Chief Mitchell reminded everyone to be cautious with school starting, stop for flashing lights and watch for bikes and buses.
- Snyder Engineer, John Haldeman reported the Deer Haven/Grimes intersection project will start this week and the nearby residents and the school have been notified of the street closure.

#### **9. Adjournment**

**MOTION:** A motion was made by Dvorak and seconded by Vogel to adjourn at 6:35 p.m.

**MOTION CARRIED UNANIMOUSLY**

*Next Meeting Date – Monday, August 26, 2019 at 6:00 p.m.*

---

Jason Morse, Mayor

Attest

---

Jenny Gibbons, City Clerk

**MEETING MINUTES**  
**The City of Polk City**  
**Planning and Zoning Commission**  
**6:00 p.m., Monday, August 19, 2019**  
**City Hall**

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on August 19, 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** | Chair Ohlfest called the meeting to order at 6:00 p.m.
2. **Roll Call** | Hankins, Triplett, Dietz, Ohlfest, Vogel, Sires | In attendance  
Bowersox | arrived 6:01 p.m.
3. **Approval of Agenda**  
**MOTION:** A motion was made by Triplett and seconded by Dietz to approve the agenda  
**YES:** Dietz, Ohlfest, Bowersox, Sires, Hankins, Triplett  
**ABSTAIN:** Vogel  
**MOTION CARRIED**
4. **Audience Items** | None
5. **Approval of Meeting Minutes**  
**MOTION:** A motion was made by Triplett and seconded by Sires to approve the July 15, 2019 meeting minutes  
**YES:** Sires, Hankins, Triplett, Ohlfest, Bowersox  
**ABSTAIN:** Dietz, Vogel  
**MOTION CARRIED**
6. **Preliminary and Final Plat for Mary Kirkwood Acres Plat 2**  
Snyder Engineering Representative, Kathleen Connor provided a summary of this plat, stating the property owners are asking to divide 1.25 acres off the 11.11 acres they own to build a separate house with a shared driveway through a joint access easement. Both lots will be septic served and the existing water main will be extended along the easement with rural water. The property owners have addressed all Polk City Engineering comments. Connor noted that the street is identified as a collector street in Polk City's Comprehensive Plan and it is sufficiently wide and the property owners have met Polk City's set back requirements based on the review of the closest Polk City zoning district, which is R-1. Property Owner, Jean Dyer had nothing to add to Connor's statements, and said Kathleen presented the idea well.  
**MOTION:** A motion was made by Bowersox and seconded by Bowersox to recommend Council approve the Preliminary Plat and Final Plat for Mary Kirkwood Acres Plat 2  
**MOTION CARRIED UNANIMOUSLY**
7. **Staff Report** | Council Member Sarchet reported the new City Manager is Chelsea Huisman from Center Point Urbana and she will be at the next P&Z meeting. He said Interim City Administrator, Don Sandor, has done a great job, and already has a strategy planning meeting schedule in October and will overlap with Chelsea as needed.
8. **Commission Report** | Commission Member Hankins reported he will be unable to attend the September meeting. Hankins said he was contacted by the Polk City Visioning Committee and asked to join the group in the efforts to create a vision plan, gain access to design assets and funding for future projects associated with transportation, but more specifically trails and trail connections. The Commission members gave their concurrence for Hankins to participate as the P&Z representative for this Visioning Committee. Commission Member Dietz reported he will also be unavailable for the September 16<sup>th</sup> meeting.
9. **Adjournment**  
**MOTION:** A motion was made Triplett and seconded by Bowersox to adjourn at 6:12 p.m.  
*Next Meeting Date – Monday, September 16, 2019*

# CLAIMS REPORT

The City of Polk City

For **8/26/2019**

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
PD	ALL	JEREMY SIEPKER	2018 GYM REIMBURSEMENT	\$79.35
PD	ALL	911 CUSTOM	VEST	\$895.00
PD	ALL	AMAZON BUSINESS	VEST HOLDERS	\$209.91
PD	GEN	GALL'S INC.	SS SHIRT	\$107.98
PD	GEN	AMAZON BUSINESS	BLUE TRAINING GUN	\$68.43
PD	GEN	NELSON AUTOMOTIVE	OIL CHANGE #21	\$45.80
PD	GEN	NELSON AUTOMOTIVE	HEADLAMP- #24	\$56.16
PD	GEN	STEW HANSEN	STEERING & BRAKE REPAIR	\$2,247.65
PD	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$443.29
PD	GEN	JEREMY SIEPKER	CELL PHONE REIMBURSEMENT	\$40.00
PD	GEN	TRACE KENDIG	CELL PHONE REIMBURSEMENT	\$40.00
PD	GEN	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$38.90
PD	GEN	CANINE TACTICAL	TRAINING, FOOD, LODGING	\$272.75
PD	GEN	RACOM	MIC PTT	\$131.25
PD	GEN	RANGEMASTERS TRAINING CENTER	FLASH SUPPRESSOR AND INSTALL	\$525.00
PD	GEN	AMAZON BUSINESS	WATER COOLER DISPENSER	\$340.26
PD	GEN	WALMART COMMUNITY	SUPPLIES	\$20.80
PD	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$156.67
FD	GEN	Sandry Fire Supply L.L.C.	RESPIRATOR FIT TESTING	\$825.00
FD	GEN	NATHAN REIS	PARAMEDIC TUITION	\$499.86
FD	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$443.29
FD	GEN	JIM MITCHELL	CELL PHONE REIMBURSEMENT	\$40.00
FD	GEN	EMPLOYEE FAMILY RESOURCES	TRAINING	\$175.00
FD	GEN	440-PRAXAIR DISTR. INC.	OXYGEN	\$52.70
FD	GEN	Bound Tree Medical	MEDICAL SUPPLIES	\$759.30
FD	GEN	TELEFLEX FUNDING LLC	NEEDLES & STABILIZER	\$612.50
FD	GEN	VERIZON	CELL PHONES	\$431.12
PW	GEN	NICHOLS EQUIPMENT LLC	644k ENDLOADER RENTAL	\$2,441.88
PW	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$3,935.45
PW	GEN	MIDLAND POWER CO-OP	STREET LIGHTING	\$243.31
LIB	GEB	AMAZON	BOOKS AND SUPPLIES	\$1,757.97
LIB	GEN	OVERDRIVE INC	FY20 BRIDGES SUBSCRIPTION	\$751.70
LIB	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$594.97
LIB	GEN	BAKER & TAYLOR	BOOKS	\$418.34
LIB	GEN	LUCAS HOLDINGS, LLC	LIBRARY CARDS	\$567.00
PARKS	GEN	WASTE SOLUTIONS OF IOWA	PORTABLE TOLIET RENTAL	\$160.00
PARKS	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$126.58
PARKS	GEN	WASTE SOLUTIONS OF IOWA	PORTABLE TOLIET RENTAL	\$80.00
PARKS	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$106.97
PARKS	GEN	TOTAL QUALITY INC.	IRRIGATION LEAK	\$83.85
PARKS	GEN	WASTE SOLUTIONS OF IOWA	PORTABLE TOLIET RENTAL	\$80.00
PARKS	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$425.79
PARKS	GEN	TERRI KEASEY	SUMMER REC PROGRAM SUPPLES	\$38.52
PARKS	GEN	WILLA HARVEY	MILEAGE REIMBURSEMENT	\$63.80
CH	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$10.35
CH	GEN	BUSINESS PUBLICATIONS CORP	PUBLICATIONS	\$296.81
CH	GEN	AUREON TECHNOLOGY	MANAGED SERVICES-PROACTIVE	\$3,428.65
CH	GEN	PCM/TIGER DIRECT	DOOR FABRS AND EQUIPMENT	\$3,244.00
CH	GEN	RHT TECHNOLOGIES, LLC	CABLING FOR VOIP	\$227.50
CH	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$445.16
CH	GEN	MIDLAND POWER CO-OP	STREET LIGHTING	\$231.30
CH	GEN	LINDSEY HUBER	CELL PHONE REIMBURSEMENT	\$40.00
CH	GEN	Custom Awards & Embroidery Inc	DEPUTY CLERK NAME PLATE	\$27.83
CH	GEN	Crystal Clear Water Co	PURCHASED WATER	\$8.00
PW	RUT	MIKE SCHULTE	GYM MEMBERSHIP REIMBURSEMENT	\$66.66
PW	RUT	G & L Clothing	WORK CLOTHING	\$50.39
PW	RUT	MOWBILITY SALES & SERVICE	STARTER-REWIND	\$39.50
PW	RUT	Sprayer Specialities Inc	GAUGES	\$177.55
PW	RUT	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$45.78
PW	RUT	ARDICK EQUIPMENT CO.	SIGNS	\$108.00
PW	RUT	D & K PRODUCTS	SUPPLIES	\$1,738.25
PW	WATER	MIKE SCHULTE	GYM MEMBERSHIP REIMBURSEMENT	\$66.66



# CLAIMS REPORT

The City of Polk City

For

8/26/2019

DEPARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
PW	WATER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$2,036.53
PW	WATER	HACH COMPANY	WATER DEPARTMENT SUPPLIES	\$43.70
PW	WATER	KEYSTONE LABORATORIES INC.	WATER TESTING	\$75.00
PW	WATER	CORE AND MAIN	METER COUPLERS	\$980.29
PW	WATER	VAN-WALL EQUIPMENT	JD BP72C 72'BROOM	\$6,040.17
PW	WATER	KIMBALL MIDWEST	RETURN LABEL	\$16.12
PW	SEWER	MIKE SCHULTE	GYM MEMBERSHIP REIMBURSEMENT	\$66.68
PW	SEWER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$2,138.51
PW	SEWER	KIMBALL MIDWEST	SUPPLIES	\$410.60
PW	SEWER	O'Halloran International Inc	2020 INTERNATIONAL TRUCK	\$88,796.00
PW	SEWER	CITY OF DES MOINES	WRA	\$25,677.30
PW	SEWER	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$51.74
PW	ALL	MENARD'S	SUPPLIES	\$1,387.50
PW	ALL	VERIZON	CELL PHONES	\$508.20
<b>TOTAL</b>				<b>\$159,914.83</b>
		GENERAL		\$29,393.70
		ROAD USE		\$2,226.13
		WATER		\$9,258.47
		SEWER		\$119,036.53
		<b>TOTAL</b>		<b>\$159,914.83</b>



**POLK CITY** - A City For All Seasons -

# **Monthly Finance Report**

## **July 31, 2019**

**City of Polk City**  
**Cash and Investment Reconciliation**  
**All Funds**  
**07/31/2019**

<b>Cash Basis Fund Balances</b>	<b><u>\$ 9,730,386.13</u></b>
Investments	\$ 4,643,172.59
Grinnell State Bank Business Checking- 0.60%	5,147,673.31
<b>Outstanding Transactions</b>	<u>(60,459.77)</u>
<b>Total</b>	<b><u>\$9,730,386.13</u></b>

**Summary of Investments**

Luana Savings Bank Money Market- 1.81%	\$ 1,618,642.73
Luana Savings Bank Certificate of Deposit- 1.85%	\$ 1,527,878.34
Grinnell State Bank Certificate of Deposit- 2.45%	1,049,633.62
Grinnell State Bank Business Money Market- 1.46%	447,013.90
IPAIT Investment Account	<u>4.00</u>
	<b>\$ 4,643,172.59</b>

**City of Polk City  
Cash Balance Summary  
07/31/2019**

<b>Fund</b>	<b>Cash Balance June 28, 2019</b>	<b>Revenues</b>	<b>Expenditures</b>	<b>Cash Balance July 31, 2019</b>
General Fund	\$ 4,286,057.97	\$ 191,566.69	\$ 373,055.29	\$ 4,104,569.37
Road Use Tax	123,141.39	35,283.12	62,223.19	\$ 96,201.32
Tax Increment Financing	117,387.73	1,169.16	-	\$ 118,556.89
Low Moderate Income	1,576,204.34	1,163.09	-	\$ 1,577,367.43
PC Comm. Lib Trust	15,847.55	-	-	\$ 15,847.55
Asset Forfeiture	4,983.50	699.00	-	\$ 5,682.50
Debt Service	16,331.75	1,113.32	-	\$ 17,445.07
Capital Improvements	0.42	50,157.30	5,495.00	\$ 44,662.72
Capital Projects Water Project	2,238,460.40	-	-	\$ 2,238,460.40
Water Utility	640,044.19	120,133.21	103,316.66	\$ 656,860.74
Sewer Utility	837,412.87	119,895.80	102,580.53	\$ 854,728.14
<b>Total</b>	<b>\$ 9,855,872.11</b>	<b>\$ 521,180.69</b>	<b>\$ 646,670.67</b>	<b>\$ 9,730,386.13</b>

**City of Polk City  
Revenue Summary by Fund  
07/31/2019**

<b>Fund</b>	<b>2015-16 Actual</b>	<b>2016-17 Actual</b>	<b>2017-18 Actual</b>	<b>2018-19 Actual</b>	<b>2019-20 Budget</b>	<b>As of July 31, 2019</b>	<b>Variance</b>	<b>Percent <sup>(1)</sup></b>
<b>General Total</b>	5,669,696.18	5,335,202.89	4,650,658.30	5,113,862.08	3,669,338.00	191,052.55	(3,478,285.45)	5%
<b>Road Use Total</b>	422,393.91	425,317.38	436,103.13	455,806.80	440,000.00	35,283.12	(404,716.88)	8%
<b>TIF Total</b>	361,874.17	205,235.86	300,221.00	342,324.53	336,600.00	1,169.16	(335,430.84)	0%
<b>L.M.I Total</b>	15,431.41	55,242.83	70,839.08	90,698.75	85,651.00	1,163.09	(84,487.91)	1%
<b>PC Comm. Library Trust</b>	-	0.00	20,000.00	0.00	0.00	0.00	-	0%
<b>Asset Forfeiture Total</b>	0.00	610.00	0.00	4,726.00	0.00	699.00	699.00	0%
<b>Debt Service Total</b>	271,892.45	137,160.00	136,215.00	321,958.32	357,587.00	1,113.32	(356,473.68)	0%
<b>Capital Improvements Total</b>	2,334,810.55	908,704.56	1,128,651.95	1,470,705.00	759,793.00	50,157.30	(709,635.70)	7%
<b>Capital Water Project</b>	-	0.00	60,000.00	2,961,568.80	0.00	0.00	-	0%
<b>Water Total</b>	611,146.22	788,088.93	954,955.00	1,044,825.56	1,040,000.00	114,964.58	(925,035.42)	11%
<b>Sewer Total</b>	639,078.61	761,007.40	870,631.50	1,329,223.39	1,224,000.00	119,420.82	(1,104,579.18)	10%
<b>Total Of All Revenues</b>	<b>10,326,323.50</b>	<b>8,616,569.85</b>	<b>8,628,274.96</b>	<b>13,135,699.23</b>	<b>7,912,969.00</b>	<b>515,022.94</b>	<b>(7,397,946.06)</b>	<b>7%</b>

(1) July is 8.3% of the fiscal year

**City of Polk City  
Expenditures Report  
07/31/19**

<b>Account Title</b>	<b>2015-16 Actual</b>	<b>2016-17 Actual</b>	<b>2017-18 Actual</b>	<b>2018-19 Actual</b>	<b>2019-20 Budget</b>	<b>As of July 31, 2019</b>	<b>Variance</b>	<b>Percent (1)</b>
Police Total	643,613.46	728,089.33	751,430.58	788,543.47	869,037.00	107,062.33	761,974.67	13.58%
Civil Defense Total	6,435.51	7,180.70	4,009.83	4,547.16	15,400.00	111.67	15,288.33	2.46%
Fire Total	465,724.29	456,504.44	479,940.15	759,900.23	701,080.00	53,778.16	647,301.84	7.08%
Building/Housing Total	327,498.79	461,270.52	423,623.74	389,606.92	376,892.00	47,607.83	329,284.17	12.22%
Dog Control Total	312.48	603.70	1,438.29	1,133.84	2,000.00	0.00	2,000.00	0.00%
Road Use Total	149,997.73	154,726.93	102,308.96	104,196.78	146,484.00	19,637.78	126,846.22	18.85%
Street Lighting Total	60,371.53	55,632.71	52,756.68	49,599.49	60,000.00	4,454.59	55,545.41	8.98%
Other Public Works (Theft)	16,455.60	-	0.00		0.00	0.00	0.00	0.00%
Env.Health Services Total	111.40	3,627.80	246.25	4,433.30	15,000.00	0.00	15,000.00	0.00%
Library Total	265,792.84	240,329.49	273,480.58	277,882.31	306,050.00	27,998.45	278,051.55	10.08%
Parks Total	223,617.65	316,853.97	366,446.16	510,507.92	275,968.00	36,386.87	239,581.13	7.13%
Community Center Total	12,302.68	9,948.52	10,034.75	9,938.38	11,000.00	1,748.45	9,251.55	17.59%
Economic Development Total	125,000.00	-	0.00		0.00		0.00	0.00%
Mayor Council Total	203,903.88	206,759.19	218,058.58	281,953.87	98,636.00	2,147.82	96,488.18	0.76%
Policy Administration	413,582.81	449,960.55	383,042.40	364,360.76	218,812.00	43,575.11	175,236.89	11.96%
Elections	1,601.70	-	0.00	0.00	2,000.00	0.00	2,000.00	0.00%
City Attorney Total	60,882.41	58,341.69	42,445.52	74,120.21	51,000.00	5,034.00	45,966.00	6.79%
City Hall Total	107,208.09	145,468.76	120,905.77	220,165.77	113,300.00	15,715.11	97,584.89	7.14%
Other City Government Total	60,858.86	69,790.51	195,182.76	179,202.99	187,000.00	7,287.38	179,712.62	4.07%
Capital Improvements	-	-	500,000.00		0.00		0.00	0.00%
Transfer Total	260,670.3	1,032,160.00	1,260,230.68	910,912.00	200,000.00	0.00	200,000.00	0.00%
<b>General Total</b>	<b>5,751,974.71</b>	<b>4,397,248.81</b>	<b>5,185,581.68</b>	<b>4,931,005.40</b>	<b>3,649,659.00</b>	<b>372,545.55</b>	<b>3,277,113.45</b>	<b>6.13%</b>
<b>Road Use Total</b>	<b>347,488.01</b>	<b>294,350.76</b>	<b>674,279.15</b>	<b>480,083.12</b>	<b>499,693.00</b>	<b>62,223.19</b>	<b>437,469.81</b>	<b>12.45%</b>
<b>TIF Total</b>	<b>359,125.48</b>	<b>206,347.94</b>	<b>243,221.00</b>	<b>284,984.91</b>	<b>336,600.00</b>	<b>0.00</b>	<b>336,600.00</b>	<b>0.00%</b>
<b>L.M.I Total</b>	<b>6,745.00</b>	<b>-</b>	<b>7,294.00</b>	<b>27,512.00</b>	<b>36,000.00</b>	<b>0.00</b>	<b>36,000.00</b>	<b>0.00%</b>
<b>PC Comm. Lib Trust Fund Total</b>				<b>4,152.45</b>	<b>5,000.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00%</b>
<b>Asset Forfeiture Total</b>	<b>0.00</b>	<b>152.50</b>	<b>0.00</b>	<b>200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Debt Service Total</b>	<b>137,395.00</b>	<b>137,160.00</b>	<b>136,215.00</b>	<b>305,626.57</b>	<b>341,080.00</b>	<b>0.00</b>	<b>341,080.00</b>	<b>0.00%</b>
<b>Capital Improvements Total</b>	<b>1,450,384.16</b>	<b>945,265.38</b>	<b>1,129,054.79</b>	<b>1,470,704.58</b>	<b>759,793.00</b>	<b>5,495.00</b>	<b>754,298.00</b>	<b>0.72%</b>
<b>Capital Water Project Total</b>				<b>783,108.40</b>	<b>500,000.00</b>	<b>0.00</b>	<b>500,000.00</b>	<b>0.00%</b>
<b>Water Total</b>	<b>676,504.07</b>	<b>611,971.91</b>	<b>919,479.44</b>	<b>698,762.78</b>	<b>1,047,142.00</b>	<b>98,150.23</b>	<b>948,991.77</b>	<b>9.37%</b>
<b>Sewer Total</b>	<b>614,973.35</b>	<b>514,735.07</b>	<b>619,795.77</b>	<b>1,168,242.69</b>	<b>1,503,962.00</b>	<b>102,107.77</b>	<b>1,401,854.23</b>	<b>6.79%</b>
<b>Total Of All Expenses</b>	<b>9,344,589.78</b>	<b>7,107,079.87</b>	<b>8,914,920.83</b>	<b>10,154,382.90</b>	<b>8,678,929.00</b>	<b>640,521.74</b>	<b>8,038,407.26</b>	<b>7.38%</b>

(1) July is 8.3% of the fiscal year

**City of Polk City**  
**Summary of Funds for Fiscal Year**  
**07/31/19**

	<b>Revenues</b>	<b>Expenses</b>	<b>Net Difference (R-E)</b>	<b>Note</b>
<b>General Total</b>	\$191,052.55	\$372,545.55	(\$181,493.00)	
<b>Road Use Total</b>	\$35,283.12	\$62,223.19	(\$26,940.07)	
<b>TIF Total</b>	\$1,169.16	\$0.00	\$1,169.16	
<b>L.M.I Total</b>	\$1,163.09	\$0.00	\$1,163.09	
<b>PC Library Trust Fund Total</b>	\$0.00	\$0.00	\$0.00	
<b>Asset Forfeiture Total</b>	\$699.00	\$0.00	\$699.00	
<b>Debt Service Total</b>	\$1,113.32	\$0.00	\$1,113.32	
<b>Capital Improvements Total</b>	\$50,157.30	\$5,495.00	\$44,662.30	
<b>Capital Water Project Total</b>	\$0.00	\$0.00	\$0.00	
<b>Water Total</b>	\$114,964.58	\$98,150.23	\$16,814.35	
<b>Sewer Total</b>	\$119,420.82	\$102,107.77	\$17,313.05	
<b>Total</b>	<b><u>\$515,022.94</u></b>	<b><u>\$640,521.74</u></b>	<b><u>(\$125,498.80)</u></b>	



# Polk City Police Department

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

Polk City, Iowa 50226

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

*Service Integrity Respect Quality*

To: Honorable Mayor and Council Members

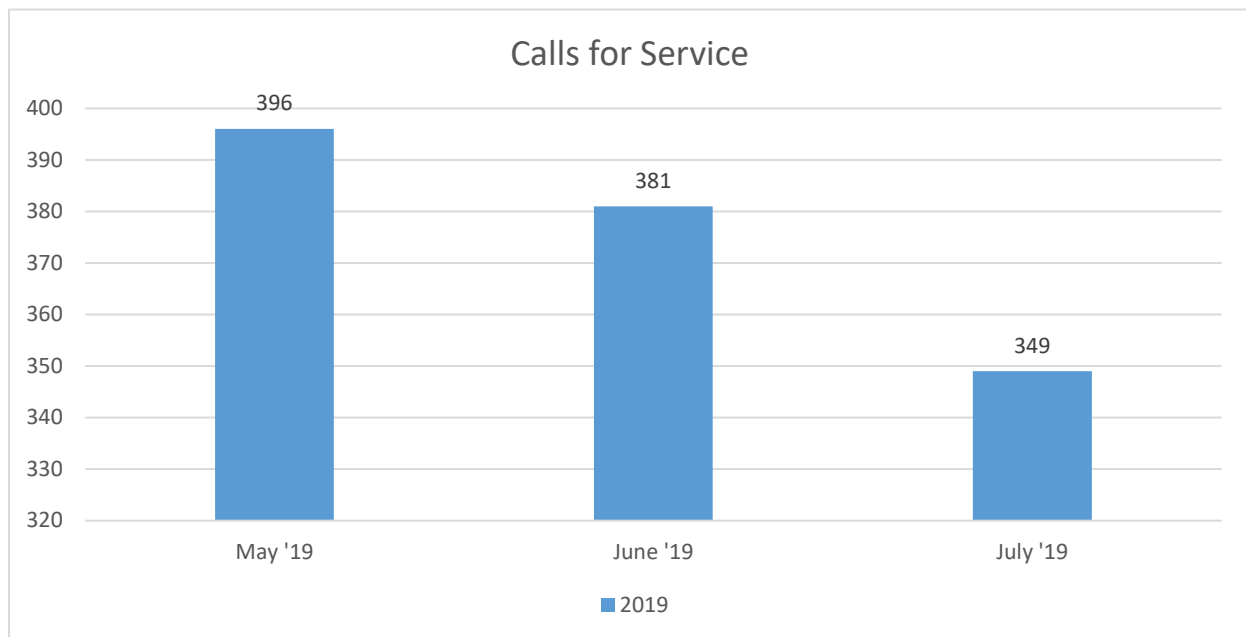
From: Lieutenant Jeremy Siepker

Date: August 7th, 2019

Re: July 2019 Monthly Report

## Calls for Service

The total calls for service for the month of July were **349**. This includes response to citizen complaints/reports, assists, self-initiated activities such as traffic stops, building checks, suspicious persons, and case follow up. Among these calls for service Polk City officers conducted **99** traffic stops.







# Polk City Police Department

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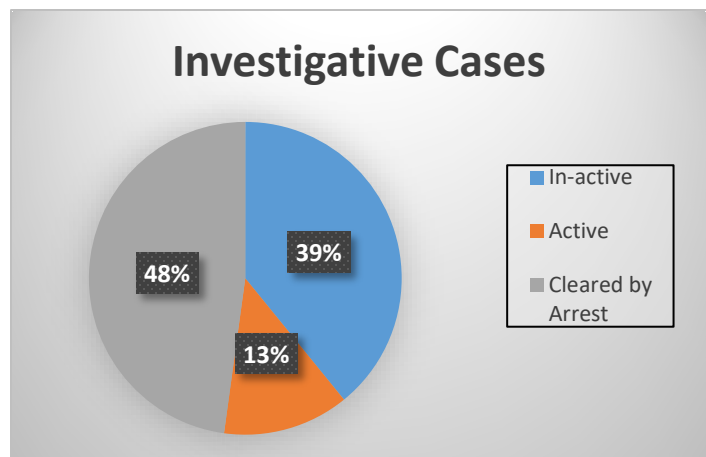
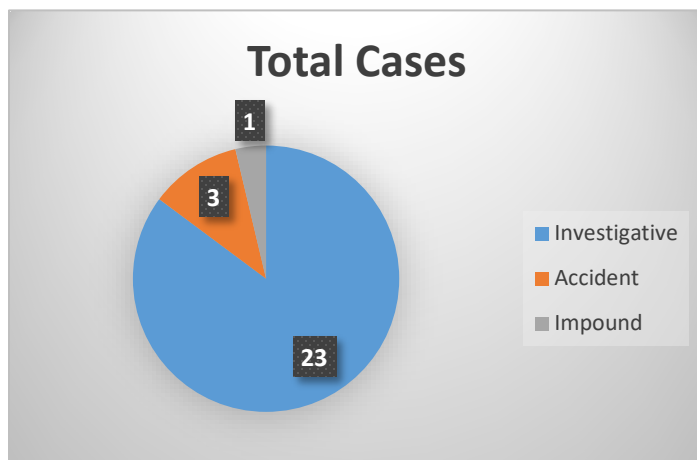
Polk City, Iowa 50226

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

***Service Integrity Respect Quality***

## Cases Made

27 total cases were completed during the month of July. Of those cases made 23 where investigative Incident Reports. There are 3 active investigations for this month. There is a 48% clearance rate by arrest for July incident report cases. Polk City had 3 reported traffic accidents.





# Polk City Police Department

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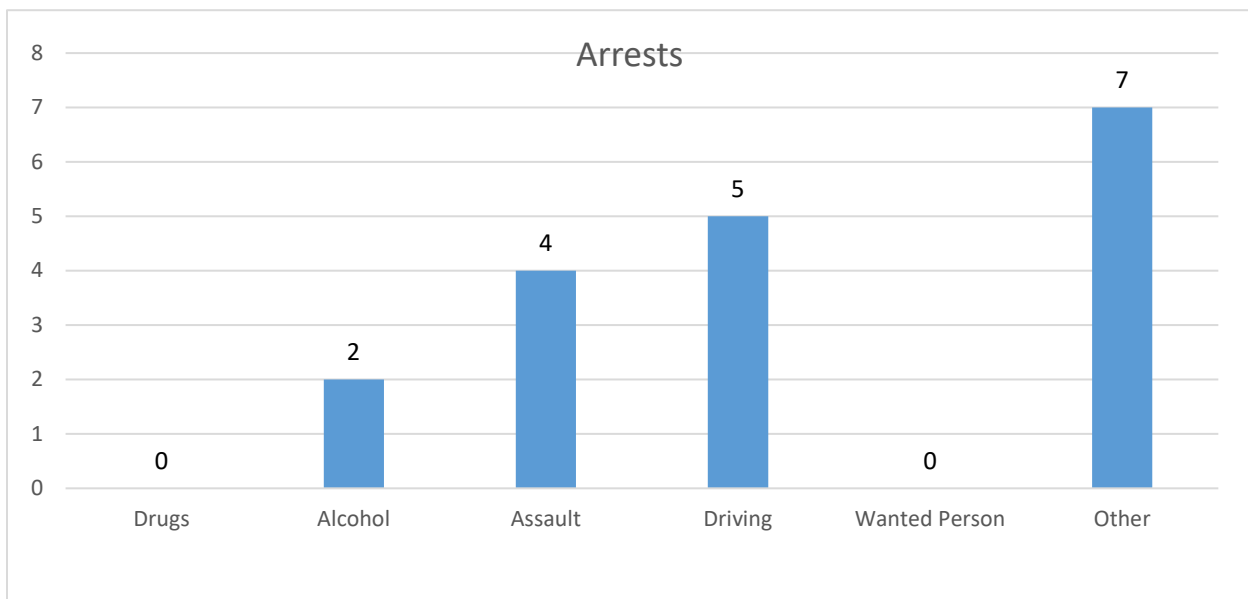
Polk City, Iowa 50226

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

***Service Integrity Respect Quality***

## Arrests Made

The Police Department made 18 arrests and issued 125 citations and warnings. Among those arrests there was 1 OWI arrest, 4 assault related offenses and 5 driving related offenses.



## Notable Incidents

On July 1<sup>st</sup>, a Polk City Officer took a report of a possibly robbery at a business located in the 1400 block of NW Polk City Dr. Upon the Officer's arrival the suspects had already fled the scene. Another Polk City Officer was able to locate the possible suspects later on in the 100 block of E Broadway. Through the Officer's investigation it was determined the possible suspects were the subjects involved. Three juveniles were taken into custody and charged with Theft and Carrying weapons.



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***Service Integrity Respect Quality***

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On July 24<sup>th</sup> a Polk City Officer was called to a residence in the 800 block of Phillips St for a domestic disturbance. Through the Officer's investigation it was determined there had been a physical altercation between a father and his adult daughter. After getting statements from both parties it was determined the daughter was the primary aggressor in this situation and she was taken into custody for domestic assault and taken to the Polk County Jail.

On July 25<sup>th</sup> Polk City Officers responded to the 800 block of Phillips St on a possible violation of a no contact order. During the Officer's investigation they located a female in the area that was not supposed to be in the area due to a no contact order. The female was taken into custody for violation of a no contact order. While the female was being taken into custody she fought with officers and assaulted two officers. The female was taken to the Polk County Jail for violation of a no contact order and three counts of assault on a peace officer.

## **In-Service Training**

On July 25<sup>th</sup> Polk City Police Department held its monthly In-service training at the police department. With the assistance of the Polk County Attorney's Office the department was trained on OWI blood draw warrant writing and completed Standardized Filed Sobriety Testing training utilizing a "wet lab". Under the observation of SFST instructors, a volunteer drinks to the point of intoxication from alcohol. Officers then can practice performing the standardized field sobriety tests in a controlled setting on an intoxicated person.



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***Service Integrity Respect Quality***

After completing their testing and questioning as they would in a real world scenario the officers completed a warrant for a blood draw to obtain the “suspects” blood for chemical testing (no actual blood draw was done). This process ensures that our officers are competent in the process and would be able to complete in the field.



## Individual Officer Training

Officer Aicher completed 16 hours of continued training with Eudoris at Canine Tactical.

Training Hours: 31

Lamfers 3

Untrauer 3

Aicher 19

Kendig 0

Sieper 3

Wilson 3

**Canine Program**



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***Service Integrity Respect Quality***

Officer Aicher and Eudoris were deployed 3 times in July. All three deployments were for narcotics detection.

## Community Outreach

The summer Safety Citation Program was a great success! We are very proud to see how many safety citations we were able to issue over just one month!





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***Service Integrity Respect Quality***

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On July 22<sup>nd</sup> Officer Matt Aswegan was sworn in as the police department's 7<sup>th</sup> full-time officer. Officer Aswegan has been with our department on a part-time status since 2016. Officer Aswegan has 13 years' experience as police officer and will be an excellent addition to our team. Officer Aswegan will begin on August 1<sup>st</sup>.



# NORTH POLK Homecoming 2019

AREA 51

THEY CAN'T STOP US ALL!

The 2019-2020 North Polk Student Council mission is:

**“Uniting students and the community to build and maintain strong relationships and meaningful traditions.”**

One of the ways that our North Polk Student Council wanted to build on the strong relationship between the schools and communities is by having a homecoming parade and a community pep rally. We want to bring the spirit of homecoming week out of the school. As our District’s largest town and home to many NP alumni, Polk City is a great place to start. We hope to establish this as a North Polk tradition.

**Aly Cromley**, Homecoming Chairman

**Ellie Owens**, North Polk Student Council President

**Liz Huether**, North Polk Student Council Advisor





**North Polk Homecoming Parade Route**

Parade line up at West Elementary.

Parade starts on W Broadway St east of the elementary school.

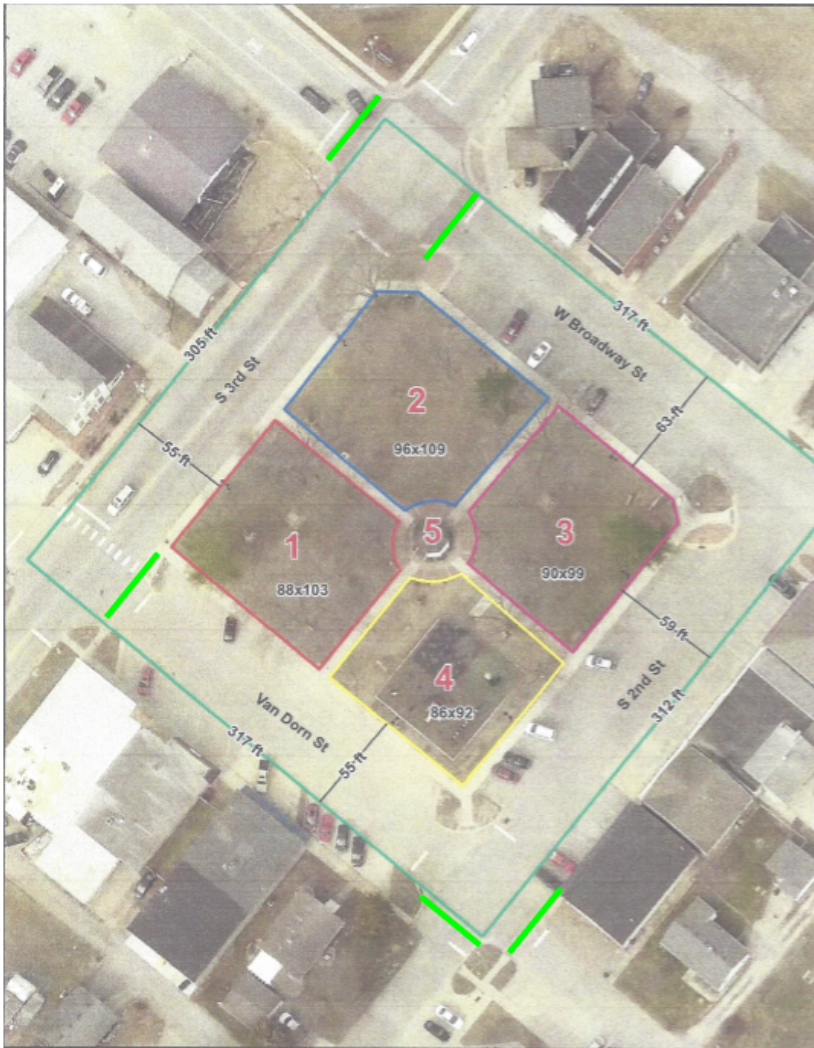
The parade will follow W Broadway St and end at 2nd St.

Parade vehicles will turn left onto N 2nd St and go to the grassy lot behind the bank. They will unload and temporarily park there until after the pep rally. All parade vehicles need to be removed from the grassy lot after the busses depart.

Students walking in the parade will turn right onto S 2nd St and filter into the Square for the All School Pep Rally.



# Polk City Square 2:15pm-2:30pm

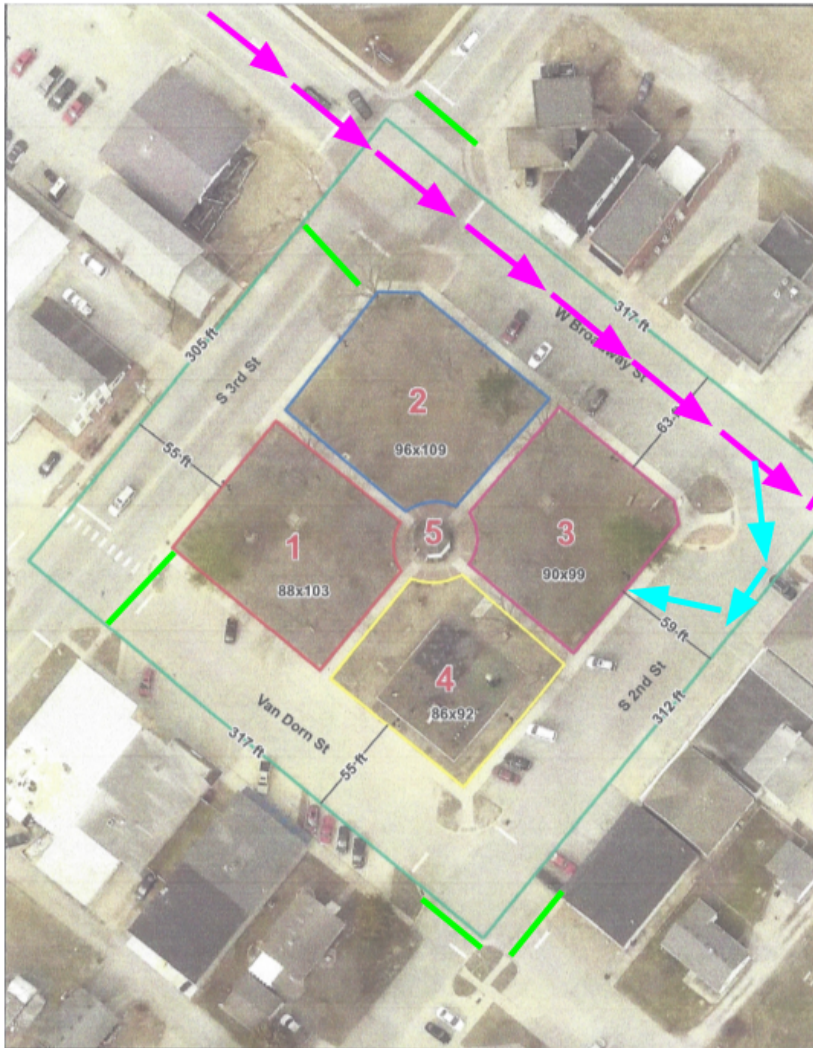


## Street Barricades

S 3rd St would remain open to through traffic until ~2:30pm. As the parade approaches, we would move the barricades to block off S 3rd St. only as long as it takes for the parade to pass.

W Broadway St, S 2nd St, and Van Dorn St around the Square would be barricaded to prevent traffic from 2:15pm-3:45pm.

# Polk City Square 2:30pm-3:00pm



**Street Barricades**

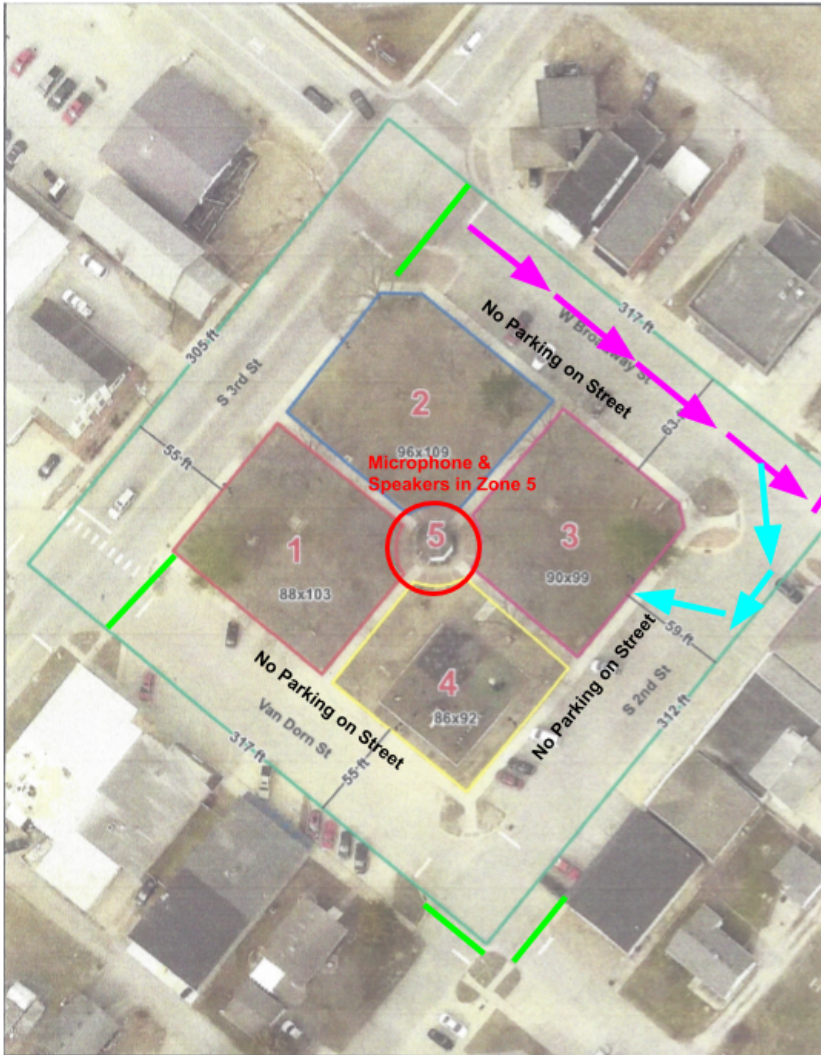
S 3rd St would close to through traffic from ~2:30-3:00pm. As the parade approaches, we would move the barricades to block off S 3rd St. only as long as it takes for the parade to pass.

W Broadway St, S 2nd St, and Van Dorn St around the Square would be barricaded to prevent traffic.

Parade vehicle traffic will follow W. Broadway and turn left onto N 2nd St. Parade vehicles will unload and temporarily park in the grassy lot behind the bank.

Students walking in the parade will follow the parade route on W Broadway. At 2nd St when the parade vehicles turn left, students walking will turn right onto S 2nd St and enter the Square Park.

# Polk City Square 3:00pm-3:45pm



## Street Barricades

S 3rd St would reopen to through traffic at ~3:00pm after the parade passes. We would move the barricades to block off W Broadway St. along the Square.

W Broadway St, S 2nd St, and Van Dorn St around the Square would be barricaded to prevent traffic.

Parade vehicle traffic will follow W. Broadway and turn left onto N 2nd St. Parade vehicles will unload and temporarily park in the grassy lot behind the bank.

Students walking in the parade will follow the parade route on W Broadway. At 2nd St when the parade vehicles turn left, students walking will turn right onto S 2nd St and enter the Square Park.

**TEMPORARY SITE PLAN APPLICATION**



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>W. Broadway from Packer Blvd to N/S 2nd St</u>	
<i>Attach Plans, including detailed site plan illustrating locations of all activities, temporary structures and closures.</i>	
Type of Event: <u>Homecoming Parade</u>	Date and time range of Event: <u>09/20/19 2:15pm-3:00pm</u>
Dates/times for set up: <u>09/20/19 12pm-2pm</u>	Dates/times for tear down: <u>09/20/19 3:30-4pm</u>

Organization holding event: <u>North Polk High School Student Council</u>	
Contact Person Name: <u>Liz Huether</u>	Phone: <u>515-230-0157</u>
Email: <u>liz.huether@northpolk.org</u>	

**\*\*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"/>	On Street parking closure? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
Locations: <u>(See Addendum)</u>	Locations: <u>W. Broadway between S 2nd &amp; S 2nd St</u>
Dates/times:	Dates/times: <u>Van 8 am - 2nd 1:30pm - 3:45pm</u>
Barricades required? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	Electrical service expected? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
Locations: <u>(See Addendum)</u>	Portable Toilets? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Requested delivery date/time:	Vendor name:
Temporary parking lot needed? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	Phone number:
Site to be re-seeded by: <u>NP StCo</u>	Alcohol on site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Curb ramp needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<i>*If yes, must have Iowa Beverage Permit with outdoor service on file</i>
If yes, material:	<i>**if yes, must have the area fenced off from the rest of the activities to section off the alcohol sales</i>
Culvert needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Tents? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/>	<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 <input type="checkbox"/>	Date of Last treatment:
Flame-retardant treatment used? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/>	

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

Additional Remarks:

Applicant name: <u>[Signature]</u>	Date: <u>08-19-19</u>
------------------------------------	-----------------------

Approved by:	Date:
Inspector name:	Date:

**Official use only:**

Fire & Rescue Department approval by: \_\_\_\_\_ Public Works approval by: \_\_\_\_\_  
 Police Department approval by: \_\_\_\_\_

# North Polk Homecoming Parade Site Map - Addendum

## Street Closure

Location: W. Broadway St. from Parker Blvd. to 2nd St.

Date/Time: 09-20-2019/2:15pm-3:00pm

Location: W. Bluff St. and N. 2nd St. (Bus Only)

Date/Time: 09-20-2019/2:00pm-3:40pm

## Barricades Requested

Location:       Across W. Broadway St. @ Parker Blvd.  
                  Across Oakwood Dr. @ W Broadway St.  
                  Across King's Pl. @ W Broadway St.  
                  Across Tradition Dr. @ W Broadway St.  
                  Across Boulder Pointe @ W Broadway St.  
                  Across Tyler St. @ W Broadway St.  
                  Across Forest St @ W Broadway St.  
                  Across Bennett St. @ W Broadway St.  
                  Across Booth St. @ W Broadway St.  
                  Across Juliana Ct. @ W Broadway St.  
                  Across N 5th St @ W Broadway St.  
                  Across S 5th St @ W Broadway St.  
                  Across S 4th St @ W Broadway St.

\*\* (2) Across W. Broadway @ S/N 3rd St \*\*to allow 3rd street to remain open

Date/Time: 09-20-2019/2:15pm-3:00pm

Location:       \*\*shift (1) Across S. 3rd St. @ W. Broadway \*\*to allow parade to pass

                  \*\*shift (1) Across N. 3rd St. @ W. Broadway \*\*to allow parade to pass

Date/Time: 09-20-2019/~2:30pm-3:00pm

Location:       \*\*shift back Across W. Broadway @ S/N 3rd St east side of the intersection.

Date/Time: 09-20-2019/~3:00-3:40pm

Location: Across Van Dorn St. @ S. 3rd St.

                  Across Van Dorn St. @ S. 2nd St.

                  Across S. 2nd St @ Van Dorn St.

                  Across W. Broadway @ S/N 2nd St.

                  Across N. 2nd St @ W. Broadway St.

                  Across W. Bluff St @ N. 3rd St.

Date/Time: 09-20-2019/2:15pm-3:40pm

## Temporary Parking Lot

Location: Bluff St and N. 2nd St. - Bus Only

Date/Time: 09-20-2019/2:00pm-3:40pm

Location: Grassy lot behind the band for parade floats

Date/Time: 09-20-2019/3:00pm-3:40pm

## **On Street Parking Closure**

Location: Bluff St and N. 2nd St. - Bus Only

Date/Time: 09-20-2019/2:00pm-3:40pm

Location: W. Broadway from 3rd to 2nd St.

Van Dorn St. from 3rd to 2nd St.

S. 2nd St from W. Broadway to Van Dorn St.

Date/Time: 09-20-2019/1:30pm-3:40pm

**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>Polk City Town Square</u>	
<i>Attach Plans, including detailed site plan illustrating locations of all activities, temporary structures and closures.</i>	
Type of Event: <u>NP Community Rep Rally</u>	Date and time range of Event: <u>09/20/19 3:00pm-3:30pm</u>
Dates/times for set up: <u>09/20/19 12pm-2pm</u>	Dates/times for tear down: <u>09/20/19 3:30pm-4:00pm</u>

Organization holding event: <u>North Polk High School Student Council</u>	
Contact Person Name: <u>Liz Huether</u>	Phone: <u>515-230-0157</u>
Email: <u>liz.huether@northpolk.org</u>	

**\*\*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"/>	On Street parking closure? No <input type="checkbox"/> Yes <input type="checkbox"/>
Locations: <u>(See Addendum)</u>	Locations: <u>W. Broadway between S 3rd to S 2nd St. Van Doan &amp; 2nd</u>
Dates/times:	Dates/times: <u>09/20/19 1:30pm-3:45pm</u>
Barricades required? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	Electrical service expected? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>
Locations: <u>(See Addendum)</u>	Portable Toilets? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Requested delivery date/time:	Vendor name:
Temporary parking lot needed? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	Phone number:
Site to be re-seeded by: <u>NP Sr Co</u>	Alcohol on site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Curb ramp needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<i>*If yes, must have Iowa Beverage Permit with outdoor service on file</i>
If yes, material:	<i>**if yes, must have the area fenced off from the rest of the activities to section off the alcohol sales</i>
Culvert needed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Tents? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> <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 <input type="checkbox"/>
Flame-retardant treatment used? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Date of Last treatment:

Information about other temporary structures: <i>(stage, tables, bounce house, etc. include location on the site plan illustration)</i> <u>We will be bringing a microphone and speakers to use in zone #15</u>
--

Additional Remarks:
---------------------

Applicant name: <u>Liz Huether</u>	Date: <u>08-19-19</u>
------------------------------------	-----------------------

Approved by:	Date:
Inspector name:	Date:

**Official use only:**

Fire & Rescue Department approval by: \_\_\_\_\_ Public Works approval by: \_\_\_\_\_  
Police Department approval by: \_\_\_\_\_



August 21, 2019

RVTV is WHO-HD's week long Iowa State/Iowa tailgate party. Polk City is the first stop on the route. The news crew will be live during the 4,5,6, and 10pm shows and a taped 9pm show. Scott Siepker also does a piece on Polk City for the broadcast as well. Andy Fales is coming along this year and will also be doing a human interest piece. This event will bring several hundred, if not thousands, of residents and visitors to the City of Polk City.

The primary goal of RVTV is to hold an event that focuses on the solidarity of the North Polk community- Polk City, Elkhart, Sheldahl, Alleman and the North Polk Community School District. The secondary goal is to put the North Polk Community Pride into the spotlight and offer a fun family friendly environment for those in attendance. Along with promoting the tourist attractions of Saylorville Lake, Big Creek, Jester Park, Tournament Club of Iowa and the business sector we want to connect the school and the communities so that we can continue to foster a strong long-lasting relationship.

As part of the Polk City Chamber Economic Development Corporation, a steering committee is utilized to help plan and execute this event. Beyond the countless hours of preparation, the success of RVTV is dependant on sponsorships, vendors, area businesses, nonprofit groups, countless volunteers and the City of Polk City for support.

The Committee respectfully requests the following from the City of Polk City for this one time RVTV event:

1. Waiver of the Noise Control Ordinance 52.1 on September 9 from 7:00am to 11:30pm.
2. Financial contribution of \$5,000
3. Closure of the following streets:
  - a. Broadway from 3rd to alley behind 2nd St
  - b. 2nd from Broadway to Van Dorn
  - c. Van Dorn from 3rd to 2nd
  - d. 3rd St from Van Dorn to Broadway

Exact timing of closures during September 9th will be limited to an "as needed" basis during RVTV and will be coordinated with City Officials. All efforts will be made to open streets back up in a timely manner.

The committee will work with local businesses to soften the impact of requested street closures.



**Additional closures may be necessary during RVTV due to unexpected issues.  
Committee members will coordinate with City Officials on these as needed.**

We sincerely appreciate the support from the City of Polk City in helping us bring this event to town.

Respectfully,

RVTV Steering Committee  
Polk City Chamber Economic Development Corporation

**PRELIMINARY PLAT & FINAL PLAT**

Date: August 1, 2019  
Project: Mary Kirkwood Acres Plat 2

Prepared by: Kathleen Connor, Planner  
Project No.: 119.0713.01

**GENERAL INFORMATION:**

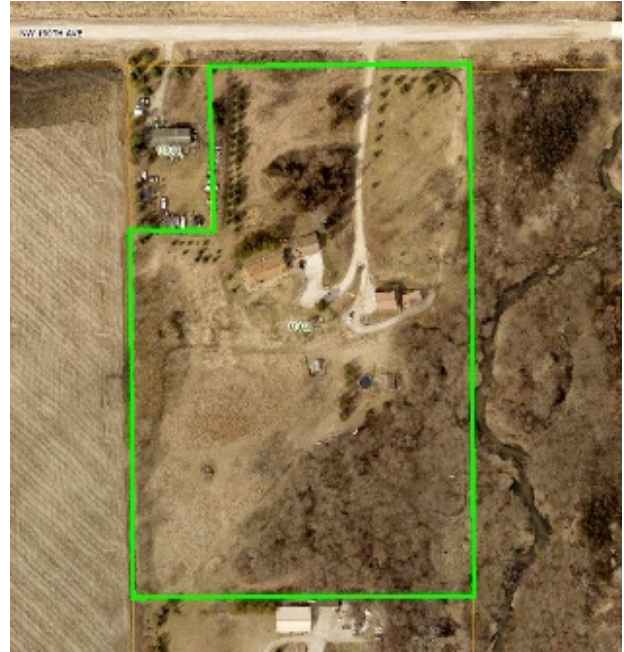
**Applicant/Owner:** Steve & Jeanette Dyer  
**Requested Action:** Approval of Plat

**Location:** 11448 NW 150<sup>th</sup> Ave  
(within 2-mile area)

**Plat Size:** 12.26, total  
- Lot 1: 1.25 acres  
- Lot 2: 11.11 acres

**Polk County Zoning:**  
ER – Estate Residential

**Polk City Equivalent Zoning:**  
R-1 Single Family Residential



**PROJECT DESCRIPTION:**

The subject property is located within Polk City’s 2 mile area, northwest of Big Creek State Park. (The parcel’s location is illustrated on the attached exhibit.) On behalf of the applicant, Fox Engineering has prepared the Preliminary Plat and Final Plat to create a new Lot 1 that can be sold for construction of a new home. The existing residence, outbuildings, and septic system are located on Lot 2.

Polk County’s zoning for this property is ER – Estate Residential. Since the new lot is smaller than the 10 acres, the city’s equivalent zoning becomes R-1 Single Family residential. Both Lot 1 and 2 exceed the city’s R-1 requirements for lot size and width; including additional requirements for properties where no sanitary sewer service is available. This plat will also need to meet the city’s R-1 requirements for setbacks which requires principal residences to meet setbacks of 35’ front yard, 35’ side yard, and 8’’ rear yard.

NW 150<sup>th</sup> Avenue is a future collector street; as such it is required to have an 80’ wide right-of-way per the Comp Plan. Since the south half of the right-of-way adjacent to this parcel is 60 feet wide, which is more than half the required width, no future right-of-way dedication will be required.

There is currently one driveway on Lot 2 providing access to NW 150<sup>th</sup> Avenue. An easement will be provided to allow both lots to use this driveway as a joint access. No new driveways will be permitted for either lot.

Since this plat is not within the corporate limits of Polk City, a Petition and Waiver for sidewalks is not required at this time. A sidewalk easement along NW 150<sup>th</sup> Avenue is not necessary since the sidewalk can be located within the existing right-of-way.

Both lots will be connected to rural water, however a water line will need to be extended across Lot 2 to serve Lot 1, necessitating an easement which is shown on the plat. Both lots will have their own private septic systems.

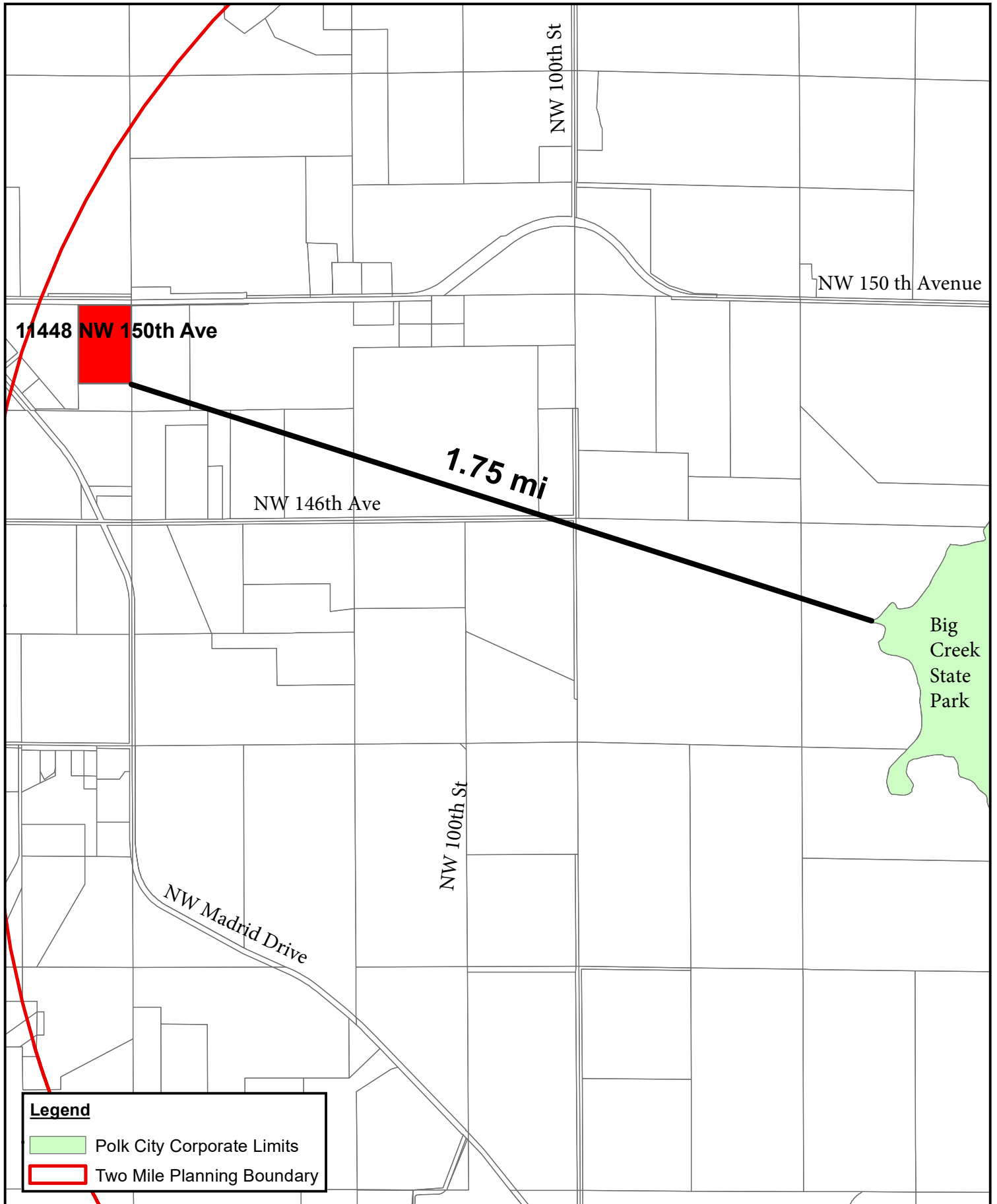
**REVIEW COMMENTS:**

All of staff's review comments were addressed on the submittal received July 29, 2019.

**RECOMMENDATION:**

Staff recommends approval of the Preliminary Plat and Final Plat for Mary Kirkwood Acres Plat 2 subject to the following:

1. P&Z recommendations, if any, shall be addressed prior to this item being placed on the Council agenda.
2. Payment of all application fees and engineering review fees prior to this item being placed on the Council agenda.



**RESOLUTION NO. 2019-81**

**A RESOLUTION APPROVING A PRELIMINARY PLAT FOR MARY  
KIRKWOOD ACRES PLAT 2**

---

**WHEREAS**, Steve & Jeanette Dyer submitted a Preliminary Plat for approval for Mary Kirkwood Acres Plat 2 that lies within the 2 miles Extra-territorial Jurisdiction of Polk City, Iowa; and

**WHEREAS**, the Polk City Planning and Zoning Commission reviewed this Preliminary Plat and recommended its approval at their meeting on August 19, 2019; and

**WHEREAS**, the City Engineer has reviewed this Preliminary Plat and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Preliminary Plat.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa, hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the Preliminary Plat for Mary Kirkwood Acres Plat 2.

**PASSED AND APPROVED** the 26th day of August 2019.

---

Jason Morse, Mayor

ATTEST:

---

Jenny Gibbons, City Clerk

THIS AREA RESERVED FOR RECORDING STAMP ONLY

# PRELIMINARY PLAT MARY KIRKWOOD ACRES, PLAT 2

**OWNER/DEVELOPER:**

Steven J. & Jeanette M. Dyer  
11448 NW 150th Ave.  
Madrid, IA 50156  
515-681-7484

**ZONING DISTRICT: ER - ESTATE RESIDENTIAL**

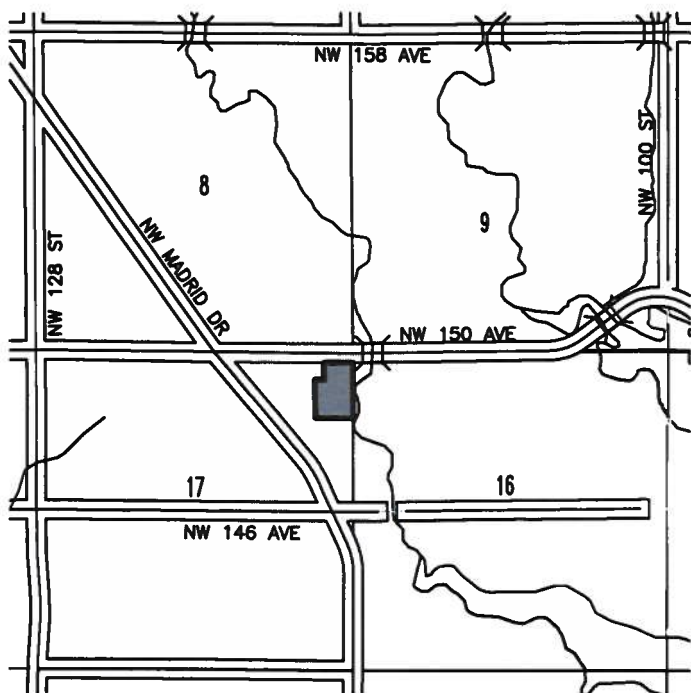
Cluster Development Setbacks:  
Front & Rear: 30'  
Side: 15'

**LEGAL DESCRIPTION:**

A subdivision of Lot 2 in Mary Kirkwood Acres in the Northeast Quarter of the Northeast Quarter of Section 17, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, containing 12.36 acres.

**NOTES:**

1. Lot 2 has a private septic system and is served by Xenia Rural Water.
2. Lot 1 will be served by a private septic system and Xenia Rural Water.
3. This subdivision is platted using the Cluster Development Option. See the Residential Development Calculation Worksheet 5.1 that was submitted with this plat for details.
4. A portion of Lot 2 lies within Zones A and X per FEMA Firm Map Panel 19153C0025F, dated 2/01/2019.
5. Mailboxes located within the right of way shall be of a break-away design.
6. All services to utilities located on the opposite side of the roadway must be bored under the roadway at the lot owner's expense.
7. Post-development runoff must not adversely affect downstream drainage facilities or property.
8. Maintenance of any drainage easements on site shall be the responsibility of the land owner.
9. Any subsurface drainage facilities that are disturbed must be restored or rerouted by the land owner.
10. Any culverts to be used for crossing drainage easements shall be designed by a licensed Professional Engineer.
11. Access to Lots 1 and 2 shall be limited to the 15' Access Easement over the existing driveway. No new driveways shall be permitted for either lot.



POLK COUNTY APPROVAL
POLK CITY APPROVAL

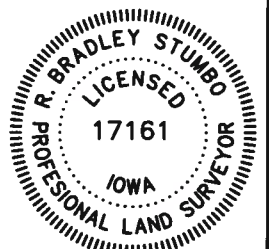


FOX Engineering Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

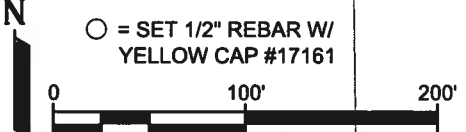
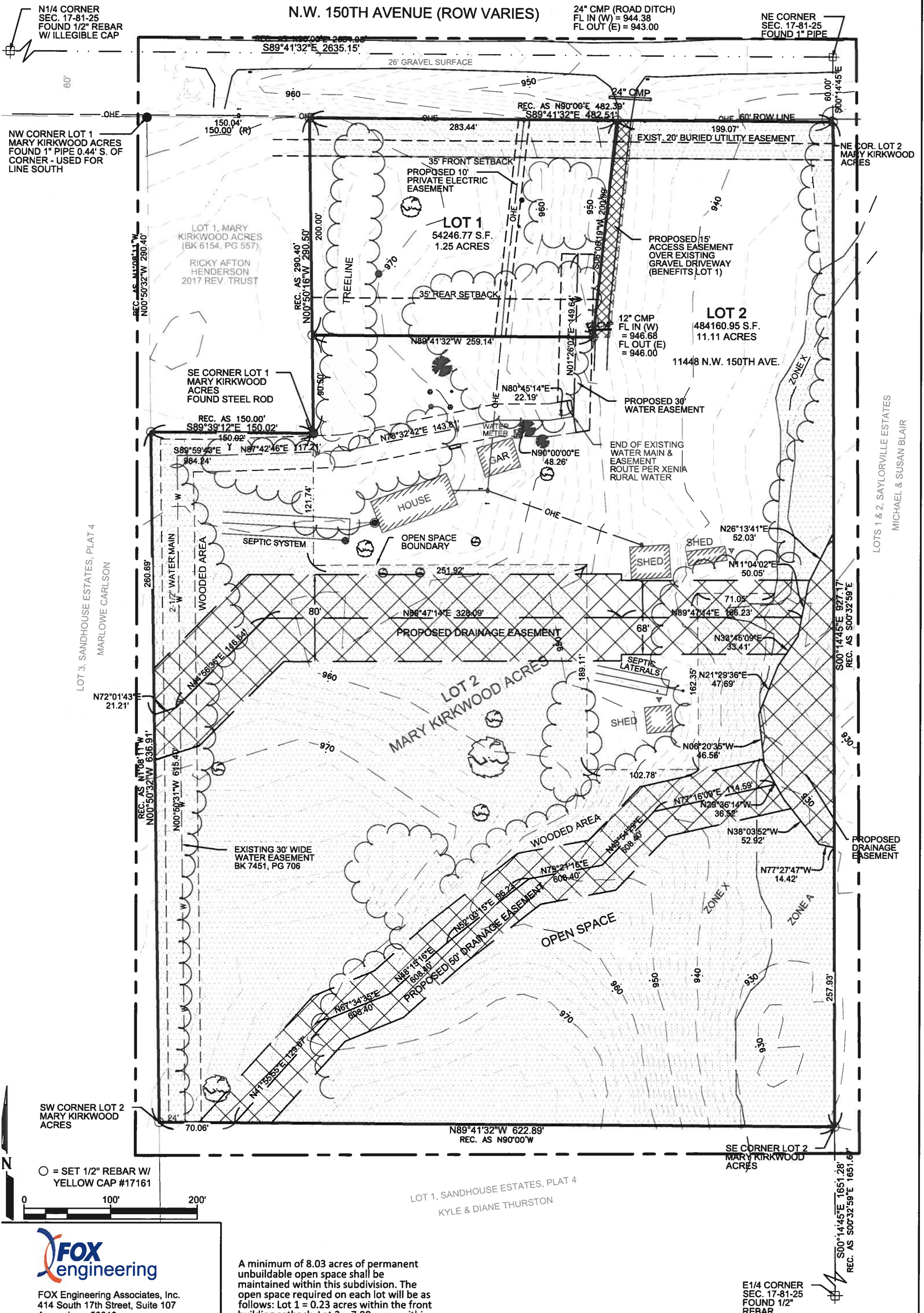
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. BRADLEY STUMBO, PLS  
License number 17161  
My license renewal date is December 31, 2019.

DATE



# MARY KIRKWOOD ACRES, PLAT 2



FOX Engineering Associates, Inc.  
 414 South 17th Street, Suite 107  
 Ames, Iowa 50010  
 Phone: (515) 233-0000  
 FAX: (515) 233-0103

A minimum of 8.03 acres of permanent unbuildable open space shall be maintained within this subdivision. The open space required on each lot will be as follows: Lot 1 = 0.23 acres within the front building setback, Lot 2 = 7.80 acres within the front setback, floodplain and other areas as shown.

E1/4 CORNER  
 SEC. 17-81-25  
 FOUND 1/2" REBAR

**RESOLUTION NO. 2019-82**

**A RESOLUTION APPROVING A FINAL PLAT FOR MARY  
KIRKWOOD ACRES PLAT 2**

---

**WHEREAS**, Steve & Jeanette Dyer submitted a Final Plat for approval for Mary Kirkwood Acres Plat 2 that lies within the 2 miles Extra-territorial Jurisdiction of Polk City, Iowa; and

**WHEREAS**, On August 19, 2019 the Polk City Planning and Zoning Commission met and recommended approval of the Final Plat for Mary Kirkwood Acres Plat 2; and

**WHEREAS**, the City Engineer has reviewed the Final Plat and finds that all review comments have been satisfactorily addressed and therefore recommends approval of said Final Plat.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa, hereby accepts the recommendations of the Planning and Zoning Commission and the City Engineer and deems it appropriate to approve the Final Plat for Mary Kirkwood Acres Plat 2.

**PASSED AND APPROVED** the 26th day of August 2019.

---

Jason Morse, Mayor

ATTEST:

---

Jenny Gibbons, City Clerk



THIS AREA RESERVED FOR RECORDING STAMP ONLY

# FINAL PLAT MARY KIRKWOOD ACRES, PLAT 2

**OWNER/DEVELOPER:**

Steven J. & Jeanette M. Dyer  
11448 NW 150th Ave.  
Madrid, IA 50156  
515-681-7484

**ZONING DISTRICT: ER - ESTATE RESIDENTIAL**

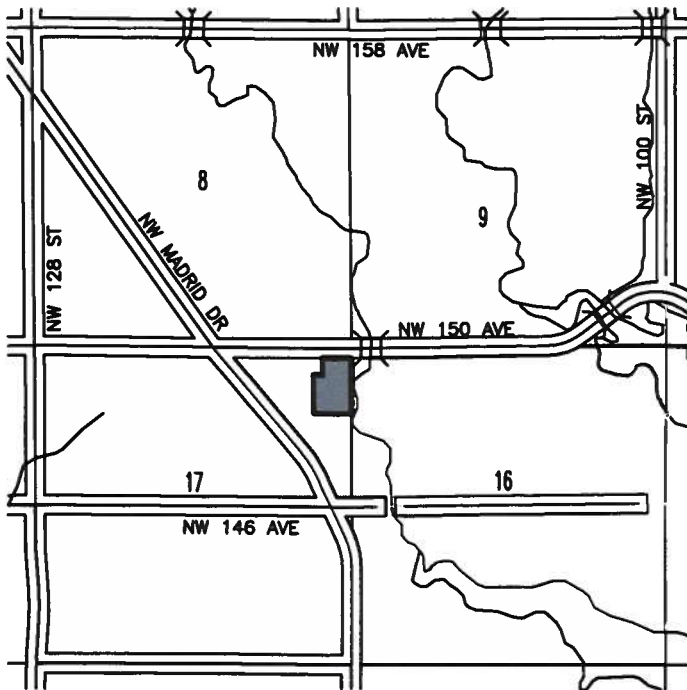
Cluster Development Setbacks:  
Front & Rear: 30'  
Side: 15'

**LEGAL DESCRIPTION:**

A subdivision of Lot 2 in Mary Kirkwood Acres in the Northeast Quarter of the Northeast Quarter of Section 17, Township 81 North, Range 25 West of the 5th P.M., Polk County, Iowa, containing 12.36 acres.

**NOTES:**

1. Lot 2 has a private septic system and is served by Xenia Rural Water.
2. Lot 1 will be served by a private septic system and Xenia Rural Water.
3. This subdivision is platted using the Cluster Development Option. See the Residential Development Calculation Worksheet 5.1 that was submitted with this plat for details.
4. A portion of Lot 2 lies within Zones A and X per FEMA Firm Map Panel 19153C0025F, dated 2/01/2019.
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POLK COUNTY APPROVAL
POLK CITY APPROVAL

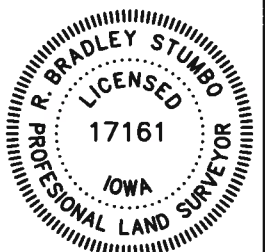


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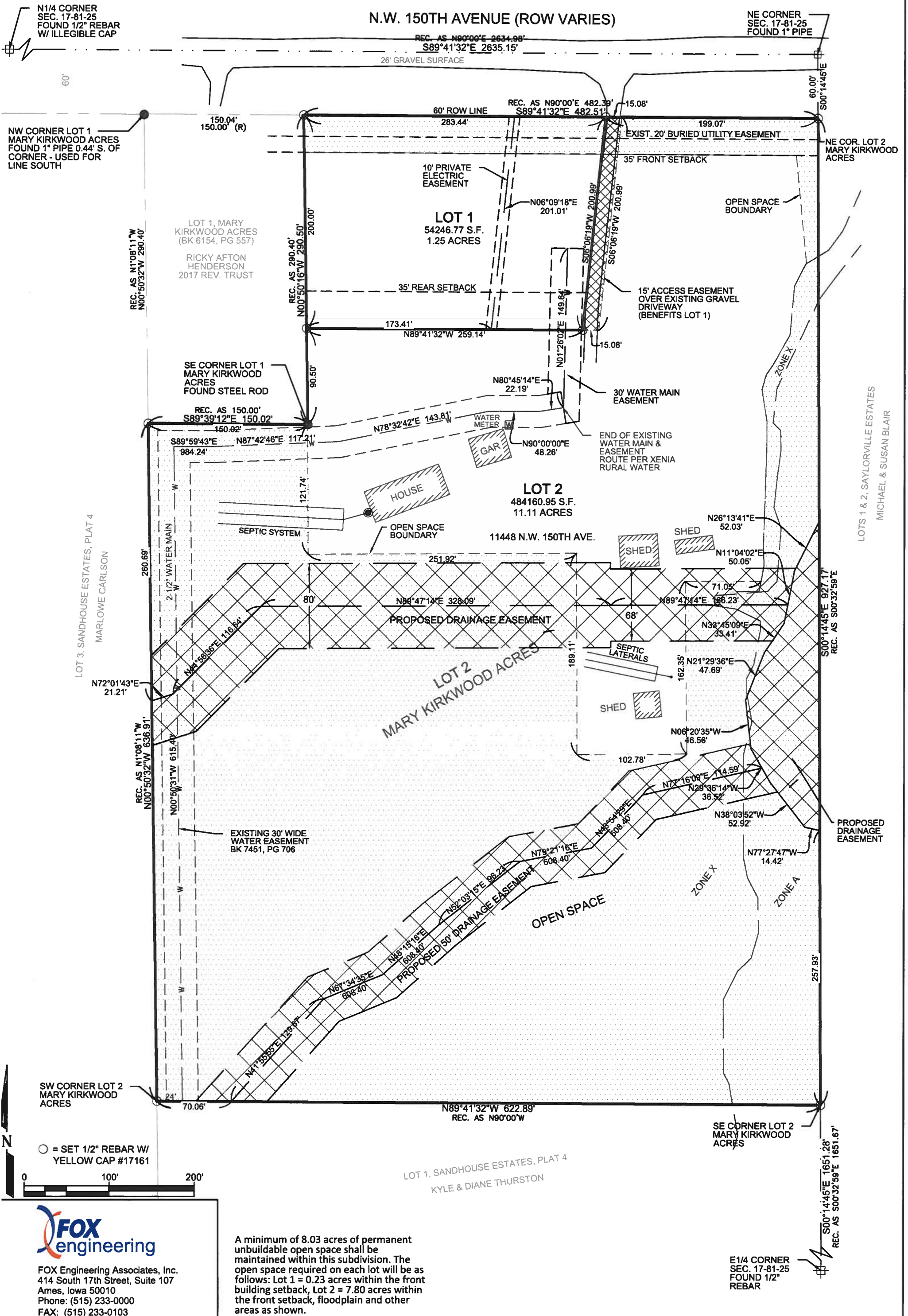
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. BRADLEY STUMBO, PLS  
License number 17161  
My license renewal date is December 31, 2019.

DATE



# MARY KIRKWOOD ACRES, PLAT 2



**FOX engineering**

FOX Engineering Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

A minimum of 8.03 acres of permanent unbuildable open space shall be maintained within this subdivision. The open space required on each lot will be as follows: Lot 1 = 0.23 acres within the front building setback, Lot 2 = 7.80 acres within the front setback, floodplain and other areas as shown.



August 26, 2019

Honorable Mayor and City Council  
City of Polk City  
112 S. 3<sup>rd</sup> Street  
Polk City, Iowa

RE: PARTIAL PAYMENT APPLICATION NO. 9  
CHANGE ORDER NO. 6  
DAVIS STREET RECONSTRUCTION PROJECT

Dear Honorable Mayor and City Council:

Please find the attached Partial Payment Application No. 9 and Change Order No. 6 for the Davis Street Reconstruction Project. This pay application includes work completed by the Contractor between May 2, 2019 and August 23, 2019. Work completed through this pay application includes all construction items. All punchlist items have been completed.

Change Order No. 6, in the amount of \$83.35, includes final adjustment of contract quantities to reflect measurements made in the field. Snyder & Associates, Inc. recommends approval of Change Order No. 6.


We recommend payment of \$4,058.17 to the Contractor, Absolute Concrete Construction, Inc. for the remainder of all contract work and change orders, while still retaining 1.62% of the contract value as retainage.

92.5 of the 81 working days for the project have been charged through this pay application. Snyder & Associates, Inc. will be requesting \$3,000.00 in additional fees for additional construction services performed during this extended construction period. We therefore recommend the charging of \$3,000.00, the equivalent of 3 working days, of liquidated damages to the Contractor for the working day overage beyond the contract amount.

Please contact me should you have any questions on this pay application. We will be in attendance at the August 26, 2019, City Council meeting to answer any questions regarding this partial payment application and change order.

Sincerely,

SNYDER & ASSOCIATES, INC.



John W. Haldeman, P.E

Enclosure

cc: Mike Schulte, City of Polk City  
Don Sandor, City of Polk City  
Kathleen Connor, Snyder & Associates  
Travis Thornburgh, Snyder & Associates

## CHANGE ORDER NO. 6

OWNER: City of Polk City

PROJECT: Davis Street Reconstruction Project  
S&A PROJECT #: 117.0289.01

To:           Absolute Concrete Construction, Inc.            
  Contractor  
  1000 West 6th Ave.    
  Address  
  Slater, IA 50244    
  City, State, Zip

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

---

**1. Description of change to be made:**

- 2.06. - Reduction of quantity to match field measurements.
  - 4.08. - Increase of quantity to match field measurements.
  - 7.01. - Increase of quantity to match field measurements.
  - 7.05. - Increase of quantity to match field measurements.
  - 7.06. - Increase of quantity to match field measurements.
  - 7.08. - Increase of quantity to match field measurements.
  - 7.09. - Reduction of quantity to match field measurements.
  - 7.11. - Increase of quantity to match field measurements.
  - 7.12. - Increase of quantity to match field measurements.
  - 9.01. - Increase of quantity to match field measurements.
  - 9.02. - Increase of quantity to match field measurements.
  - 9.03. - Reduction of quantity to match field measurements.
  - 9.07. - Reduction of quantity to match field measurements.
  - 9.08. - Reduction of quantity to match field measurements.
- 

**2. Reason for Change:**

- 2.06. - Adjusted to match field measurements.
  - 4.08. - Adjusted to match field measurements.
  - 7.01. - Adjusted to match field measurements.
  - 7.05. - Adjusted to match field measurements.
  - 7.06. - Adjusted to match field measurements.
  - 7.08. - Adjusted to match field measurements.
  - 7.09. - Adjusted to match field measurements.
  
  - 7.11. - Adjusted to match field measurements. Additional quantity was added due to abnormally wet conditions during construction season.
  
  - 7.12. - Adjusted to match field measurements. Additional quantity was added due to abnormally wet conditions during construction season.
  - 9.01. - Adjusted to match field measurements. Additional quantity was added to better blend excavation into existing elevations in park area on east end of project.
  - 9.02. - Adjusted to match field measurements. Additional quantity was added to better blend excavation into existing elevations in park area on east end of project.
  - 9.03. - Adjusted to match field measurements.
  - 9.07. - Adjusted to match field measurements.
  - 9.08. - 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
2.06.	Subgrade Treatment, Geogrid, Triangular	(1734.00)	SY	\$6.10	(\$10,577.40)
4.08.	Subdrain, Case E, Type 2, 8 Inch Dia.	50.00	LF	\$14.75	\$737.50
7.01.	Pavement Continuously Reinforced Jointed PCC, 6 Inches	33.00	SY	\$42.00	\$1,386.00
7.05.	Sidewalk, PCC, 4 Inches	39.00	SY	\$45.00	\$1,755.00
7.06.	Sidewalk, PCC, 6 Inches	2.00	SY	\$125.00	\$250.00
7.08.	Driveway, Paved, PCC, 6 Inches	61.50	SY	\$75.00	\$4,612.50
7.09.	Subbase Over-Excavation	(600.00)	TON	\$34.00	(\$20,400.00)
7.11.	Temporary Granular Surfacing	701.00	TON	\$24.00	\$16,824.00
7.12.	Removal of Temporary Granular Surfacing	701.00	TON	\$13.00	\$9,113.00
9.01.	Conventional Seeding and Fertilizing, Type 1	0.50	AC	\$1,500.00	\$750.00
9.02.	Hydraulic Mulching, Bonded Fiber Matrix	1.00	AC	\$3,000.00	\$3,000.00
9.03.	Sod	(90.00)	SQ	\$65.00	(\$5,850.00)
9.07.	Silt Fence	(867.00)	LF	\$1.50	(\$1,300.50)
9.08.	Silt Fence, Removal of Device	(867.00)	LF	\$0.25	(\$216.75)
<b>TOTAL</b>					<b>\$83.35</b>

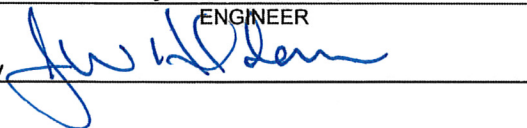
4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of \$83.35 divided as follows:

	Contract Amount	Contract Working Days
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$870,413.44	81
Change due to this C.O. (+ or -)	\$83.35	0
Totals including this C.O.:	\$870,496.79	81

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

Absolute Concrete Construction, Inc.  
 CONTRACTOR  
 By 

DATE: 8/23/19

Snyder & Associates, Inc.  
 ENGINEER  
 By 

DATE: 8/23/19

City of Polk City  
 OWNER  
 By \_\_\_\_\_

DATE: \_\_\_\_\_

APPLICATION FOR PARTIAL PAYMENT NO. 9

PROJECT: Davis Street Reconstruction Project

S&A PROJECT NO.: 117.0289.01

OWNER: City of Polk City
CONTRACTOR: Absolute Concrete Construction, Inc.
ADDRESS: 502 1st Avenue
Slater, Iowa 50244
DATE: 8/23/2019

PAYMENT PERIOD: 5/2/2019 to 8/23/2019

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 843,175.80
Net Change by Change Order: \$ 27,320.99
Contract Amount to Date: \$ 870,496.79

CONTRACT PERIOD: TOTAL WORKING DAYS
Original Contract Date: December 11, 2017
Original Contract Time: 75

2. WORK SUMMARY:

Total Work Performed to Date: \$ 870,496.79
Retainage: 1.62% \$14,102.05
Total Earned Less Retainage: \$ 856,394.74
Less Previous Applications for Payment: \$ 852,336.57
AMOUNT DUE THIS APPLICATION: \$ 4,058.17

Added by Change Order: 6
Contract Time to Date: 81
Time Used to Date: 92.5
Contract Time Remaining: -11.5

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

Absolute Concrete Construction, Inc.
CONTRACTOR
By [Signature] DATE: 8/23/19

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.
ENGINEER
By [Signature] DATE: 8/23/19

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
2.01.	Clearing and Grubbing	1	LS	\$ 11,250.00	\$ 11,250.00	1		\$ 11,250.00
2.02.	Topsoil, On-Site	1,044	CY	5.50	5,742.00	1,044		5,742.00
2.03.	Topsoil, Compost-Amended	115	CY	40.00	4,600.00	115		4,600.00
2.04.	Excavation, Class 10	2,423	CY	3.60	8,722.80	2,423		8,722.80
2.05.	Subgrade Preparation, 12 Inches	3,809	SY	1.75	6,665.75	3,809		6,665.75
2.06.	Subgrade Treatment, Geogrid, Triangular	1,894	SY	6.10	11,553.40	160		976.00
2.07.	Subbase, Modified, 8 Inches	3,809	SY	11.40	43,422.60	3,809		43,422.60
2.08.	Removal of Known Pipe Culvert Less Than or Equal to 36 Inch Dia.	490	LF	16.00	7,840.00	490		7,840.00
4.01.	Storm Sewer, Trenched, C900 PVC, 8 Inch Dia.	164	LF	34.00	5,576.00	164		5,576.00
4.02.	Storm Sewer, Trenched, PVC, 8 Inch Dia.	24	LF	53.25	1,278.00	24		1,278.00
4.03.	Storm Sewer, Trenched, PVC, 18 Inch Dia.	160	LF	42.00	6,720.00	160		6,720.00
4.04.	Storm Sewer, Trenched, Class III RCP, 15 Inch Dia.	611	LF	55.00	33,605.00	611		33,605.00
4.05.	Storm Sewer, Trenched, Class III RCP, 18 Inch Dia.	380	LF	47.80	18,164.00	380		18,164.00
4.06.	Storm Sewer, Trenched, Class III RCP, 24 Inch Dia.	152	LF	68.75	10,450.00	152		10,450.00
4.07.	Pipe Apron, RCP, 15 Inch Dia. With Apron Guard and Footing	1	EA	2,115.00	2,115.00	1		2,115.00
4.08.	Subdrain, Case E, Type 2 8 Inch Dia.	1,858	LF	14.75	27,405.50	1,908		28,143.00
4.09.	Subdrain Cleanout, Type A-1, 8 Inch Dia.	3	EA	540.00	1,620.00	3		1,620.00
4.10.	Subdrain Outlets and Connections, PVC, 8 Inch Dia.	16	EA	245.00	3,920.00	16		3,920.00
4.11.	Subdrain Connection for Sump Service, 4 Inch Dia.	20	EA	1,780.00	35,600.00	20		35,600.00
5.01.	Water Main, Trenched PVC C900, 4 Inch Dia.	21	LF	75.00	1,575.00	21		1,575.00
5.02.	Water Main, Trenched PVC C900, 8 Inch Dia.	1,123	LF	28.50	32,005.50	1,123		32,005.50
5.03.	Fitting, Tee, 8"x4"x4" Reducer Assembly, Cut-In	1	EA	450.00	450.00	1		450.00
5.04.	Valve, Gate, 4 Inch Dia.	2	EA	900.00	1,800.00	2		1,800.00
5.05.	Valve, Gate, 8 Inch Dia.	2	EA	1,500.00	3,000.00	2		3,000.00
5.06.	Fire Hydrant Assembly	3	EA	3,950.00	11,850.00	3		11,850.00
5.07.	Connect to Existing Water Main	3	EA	3,000.00	9,000.00	3		9,000.00
5.08.	Removal of Water Main	1,142	LF	16.50	18,843.00	1,142		18,843.00
5.09.	Remove Hydrant Assembly	1	EA	830.00	830.00	1		830.00
5.10.	Water Service, Copper Type K, 1 Inch	18	EA	1,580.00	28,440.00	18		28,440.00
6.01.	Manhole, SW-401 (48 Inch)	2	EA	2,800.00	5,600.00	2		5,600.00
6.02.	Intake, SW-505	5	EA	3,780.00	18,900.00	5		18,900.00
6.03.	Intake, SW-506	2	EA	4,895.00	9,790.00	2		9,790.00
6.04.	Intake, SW-511	3	EA	1,900.00	5,700.00	3		5,700.00
6.05.	Intake, Nyoplast 12" SW, Standard H-20	6	EA	975.00	5,850.00	6		5,850.00
6.06.	Manhole Adjustment, Major	2	EA	1,250.00	2,500.00	2		2,500.00
7.01.	Pavement Continuously Reinforced Jointed PCC, 6 Inches	3,206	SY	42.00	134,652.00	3,239		136,038.00
7.02.	PCC Pavement Samples and Testing	1	LS	4,500.00	4,500.00	1		4,500.00
7.03.	Removal of Sidewalk	27	SY	10.00	270.00	27		270.00
7.04.	Removal of Driveway	667	SY	8.50	5,669.50	667		5,669.50
7.05.	Sidewalk, PCC, 4 Inches	959	SY	45.00	43,155.00	998		44,910.00
7.06.	Sidewalk, PCC, 6 Inches	68	SY	125.00	8,500.00	70		8,750.00
7.07.	Detectable Warnings	82	SF	48.50	3,977.00	82		3,977.00
7.08.	Driveway, Paved, PCC, 6 Inches	872	SY	75.00	65,400.00	933.5		70,012.50
7.09.	Subbase Over-excavation	600	TON	34.00	20,400.00			-
7.10.	Pavement Removal	2,787	SY	5.50	15,328.50	2,787		15,328.50
7.11.	Temporary Granular Surfacing	440	TON	24.00	10,560.00	1,141		27,384.00

7.12.	Removal of Temporary Granular Surfacing	440	TON	13.00	5,720.00	1,141		14,833.00
8.01.	Traffic Control	1	LS	5,000.00	5,000.00	1		5,000.00
9.01.	Conventional Seeding and Fertilizing, Type 1	1	AC	1,500.00	1,500.00	1.50		2,250.00
9.02.	Hydraulic Mulching, Bonded Fiber Matrix	2	AC	3,000.00	6,000.00	3		9,000.00
9.03.	Sod	535	SQ	65.00	34,775.00	470		30,550.00
9.04.	SWPPP Management	1	LS	4,000.00	4,000.00	1.00		4,000.00
9.05.	Filter Sock, 9 Inch Dia.	750	LF	3.50	2,625.00	750		2,625.00
9.06.	Filter Sock, Removal	750	LF	1.00	750.00	750		750.00
9.07.	Silt Fence	1,000	LF	1.50	1,500.00	133		199.50
9.08.	Silt Fence, Removal of Device	1,000	LF	0.25	250.00	133		33.25
9.09.	Inlet Protection Device, Drop-In	10	EA	175.00	1,750.00	10		1,750.00
9.10.	Inlet Protection Device, Maintenance	20	EA	25.00	500.00	20		500.00
9.11.	Removal and Reinstallation of Existing Fence, Iron, 6 Foot	20	LF	180.00	3,600.00	20		3,600.00
9.12.	Removal and Reinstallation of Existing Fence, Wood, 6 Foot	111	LF	47.75	5,300.25	111		5,300.25
9.13.	Type "I" Inlet Filter	16	EA	150.00	2,400.00	16		2,400.00
11.01.	Mobilization	1	LS	35,000.00	35,000.00	1		35,000.00
11.02.	Maintenance of Postal Service	1	LS	4,000.00	4,000.00	1		4,000.00
11.03.	Maintenance of Solid Waste Collection	1	LS	6,500.00	6,500.00	1		6,500.00
11.04.	Concrete Washout	1	LS	1,500.00	1,500.00	1		1,500.00
11.05.	Mailbox, Removal	17	EA	205.00	3,485.00	17		3,485.00
11.06.	Cluster Mailbox, Remove, Salvage, and Replace	1	EA	1,025.00	1,025.00	1		1,025.00
11.07.	Cluster Mailbox, Furnish and Install	2	EA	600.00	1,200.00	2		1,200.00

TOTAL ORIGINAL CONTRACT = \$ 843,175.80

\$ 844,884.15

**CHANGE ORDER SUMMARY:**

5.01.	Water Main, Trenched, PVC C900, 4 Inch Dia.	(21)	LF	75.00	(1,575.00)	(21)	1	(1,575.00)
5.02.	Water Main, Trenched, PVC C900, 8 Inch Dia.	149	LF	28.50	4,246.50	149	1	4,246.50
5.03.	Fitting, Tee, 8"x4"x4" Reducer Assembly, Cut-In	(1)	EA	450.00	(450.00)	(1)	1	(450.00)
5.04.	Valve, Gate, 4 Inch Dia.	(2)	EA	900.00	(1,800.00)	(2)	1	(1,800.00)
5.05.	Valve, Gate, 8 Inch Dia.	2	EA	1,500.00	3,000.00	2	1	3,000.00
5.08.	Removal of Water Main	(21)	LF	16.50	(346.50)	(21)	1	(346.50)
5.10.	Water Service, Copper Type K, 1 Inch, Near Side Trenched	1	EA	1,580.00	1,580.00	1	1	1,580.00
5.11.	Abandon Water Main	160	LF	22.00	3,520.00	160	1	3,520.00
5.12.	Fitting, Tee, 8"x8"x8"	1	EA	935.00	935.00	1	1	935.00
5.13.	Fitting, Elbow, 4"x4" Reducer Assembly, Cut-In	1	EA	1,221.00	1,221.00	1	1	1,221.00
7.03.	Removal of Sidewalk	36	SY	10.00	360.00	36	1	360.00
7.05.	Sidewalk, PCC, 4 Inches	36	SY	45.00	1,620.00	36	1	1,620.00
9.03.	Sod	25	SQ	65.00	1,625.00		1	-
CO.2.	Joint Restraint for Hydrant Removal	1	LS	1,320.00	1,320.00	1	2	1,320.00
CO.3.	Water Service Boring	1	LS	4,974.75	4,974.75	1	3	4,974.75
CO.4.	Sanitary Sewer Service (T&M)	1	LS	5,016.89	5,016.89	1	4	5,016.89
CO.5.1.	Connection to Existing Subdrain	1	LS	500.00	500.00	1	5	500.00
CO.5.2.	8" Area Drain	1	EA	940.00	940.00	1	5	940.00
CO.5.3.	Adjustment of Area Intake	1	EA	550.00	550.00	1	5	550.00
2.06.	Subgrade Treatment, Geogrid, Triangular	(1,734)	EA	6.10	(10,577.40)	6		-
4.08.	Subdrain, Case E, Type 2, 8 Inch Dia.	50	EA	14.75	737.50	6		-
7.01.	Pavement Continuously Reinforced Jointed PCC, 6 Inches	33	EA	42.00	1,386.00	6		-
7.05.	Sidewalk, PCC, 4 Inches	39	EA	45.00	1,755.00	6		-
7.06.	Sidewalk, PCC, 6 Inches	2	EA	125.00	250.00	6		-
7.08.	Driveway, Paved, PCC, 6 Inches	61.50	EA	75.00	4,612.50	6		-



7.09.	Subbase Over-Excavation	(600)	EA	34.00	(20,400.00)		6	-
7.11.	Temporary Granular Surfacing	701	EA	24.00	16,824.00		6	-
7.12.	Removal of Temporary Granular Surfacing	701	EA	13.00	9,113.00		6	-
9.01.	Conventional Seeding and Fertilizing, Type 1	0.50	EA	1,500.00	750.00		6	-
9.02.	Hydraulic Mulching, Bonded Fiber Matrix	1	EA	3,000.00	3,000.00		6	-
9.03.	Sod	(90)	EA	65.00	(5,850.00)		6	-
9.07.	Silt Fence	(867)	EA	1.50	(1,300.50)		6	-
9.08.	Silt Fence, Removal of Device	(867)	EA	0.25	(216.75)		6	-
		TOTAL CHANGE ORDERS = \$ 27,320.99						\$ 25,612.64
		TOTAL CONTRACT						
		& CHANGE ORDERS \$870,496.79						\$ 870,496.79

**RESOLUTION NO. 2019-83**

**A RESOLUTION APPROVING CHANGE ORDER NO. 6 FOR THE  
DAVIS STREET RECONSTRUCTION PROJECT**

---

**WHEREAS**, the City of Polk City, City Council, approved construction for the Davis Street Reconstruction Project on November 27, 2017; and

**WHEREAS**, the City Council awarded the construction contract for the Davis Street Reconstruction Project to Absolute Concrete of Slater, Iowa; and

**WHEREAS**, on December 11, 2017 the City Council approved the contract for the construction of the Davis Street Reconstruction Project with Absolute Concrete in the amount of \$843,175.80; and

**WHEREAS**, on April 23, 2018 the City Council approved Change order No. 1 in the amount of \$13,936.00; and

**WHEREAS**, on May 14, 2018 the City Council approved Change order No. 2 in the amount of \$1,320.00; and

**WHEREAS**, on June 11, 2018 the City Council approved Change order No. 3 in the amount of \$4,974.75; and

**WHEREAS**, on July 9, 2018 the City Council approved Change order No. 4 in the amount of \$5,016.89; and

**WHEREAS**, on November 12, 2018 the City Council approved Change order No. 5 in the amount of \$1,990.00; and

**WHEREAS**, Absolute Concrete and the City Engineer have submitted to the City of Polk City, Change Order No. 6 includes final adjustment of contract quantities to reflect measurements made in the field in the amount of \$83.35 bringing total contract to the amount of \$870,496.79.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby approves the change order No. 6 in the amount of \$83.35.

**PASSED AND APPROVED** the 26th day of August 2019.

---

Jason Morse, Mayor

ATTEST:

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Jenny Gibbons, City Clerk

**RESOLUTION NO. 2019-84**

**A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 9  
FOR THE DAVIS STREET RECONSTRUCTION PROJECT**

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**WHEREAS**, the City of Polk City, City Council, approved construction for the Davis Street Reconstruction Project on November 27, 2017; and

**WHEREAS**, the City Council awarded the construction contract for the Davis Street Reconstruction Project to Absolute Concrete of Slater, Iowa; and

**WHEREAS**, on December 11, 2017 the City Council approved the contract for the construction of the Davis Street Reconstruction Project with Absolute Concrete in the amount of \$843,175.80; and

**WHEREAS**, on April 23, 2018 the City Council approved Change order No. 1 in the amount of \$13,936.00; and

**WHEREAS**, on May 14, 2018 the City Council approved Change order No. 2 in the amount of \$1,320.00; and

**WHEREAS**, on June 11, 2018 the City Council approved Change order No. 3 in the amount of \$4,974.75; and

**WHEREAS**, on July 9, 2018 the City Council approved Change order No. 4 in the amount of \$5,016.89; and

**WHEREAS**, on November 12, 2018 the City Council approved Change order No. 5 in the amount of \$1990.00; and

**WHEREAS**, on August 26, 2019 the City Council approved Change order No. 6 in the amount of \$83.35 bringing total contract to the amount of \$870,496.79; and

**WHEREAS**, on May 14, 2018 the City Council approved a partial payment No. 1 in the amount of \$35,108.81; and

**WHEREAS**, on June 11, 2018 the City Council approved a partial payment No. 2 in the amount of \$106,335.42; and

**WHEREAS**, on July 9, 2018 the City Council approved a partial payment No. 3 in the amount of \$122,377.46; and

**WHEREAS**, on August 13, 2018 the City Council approved a partial payment No. 4 in the amount of \$78,613.88; and

**WHEREAS**, on October 8, 2018 the City Council approved a partial payment No. 5 in the amount of \$421,246.91; and

**WHEREAS**, on November 12, 2018 the City Council approved a partial payment No. 6 in the amount of \$47,905.88; and

**WHEREAS**, on December 10, 2018 the City Council approved a partial payment No. 7 in the amount of \$10,396.09; and

**WHEREAS**, on May 13, 2019 the City Council approved a partial payment No. 8 in the amount of \$30,352.12; and

**WHEREAS**, Absolute Concrete and the City Engineer have submitted the Application for Partial Payment No. 9 giving a detailed estimate of work completed with an application for payment in the amount of \$4,058.17.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Polk City, Iowa hereby approves the Application for Payment No. 9 for the Davis Street Reconstruction Project and the Finance Officer is hereby authorized to issue a check to Absolute Concrete in the amount of \$4,058.17.

**PASSED AND APPROVED** the 26<sup>th</sup> day of August 2019.

---

Jason Morse, Mayor

ATTEST:

---

Jenny Gibbons, City Clerk



## City of Polk City, Iowa

### City Council Agenda Communication

**Date:** August 26, 2019  
**To:** Mayor and City Council  
**From:** Don Sandor, Interim City Administrator  
**Subject:** Proposed Water Enterprise Rate Study

---

#### **BACKGROUND:**

The City recently approved retaining Public Financial Management (PFM) to review the sanitary sewer enterprise fund, revenue needs and projected expenses, and rate structure. The results of their review were presented to the finance committee and then to the full council at the August 26<sup>th</sup> work session.

The finance committee requested a proposal from PFM to perform a similar review of the City's water enterprise fund. There are future capital projects that will require funding, such as the proposed joint water tower with Des Moines Water Works, and extension of water mains to currently unserved areas for future growth. PFM will review agreements between Polk City and Des Moines Water Works for any financial impact.

PFM would start work immediately upon approval of the agreement and would be able to have the results prior to any work on the FY 21 budget begins.

#### **ALTERNATIVES:**

Without a complete review of the existing fee structure and current and future expenses in the water enterprise fund, any future rate adjustments for pending capital projects could be made without sufficient information or justification.

#### **FINANCIAL CONSIDERATIONS:**

The fee from PFM for the proposed study is \$6,500.00

#### **RECOMMENDATION:**

Retain the services of PFM per the attached engagement letter to review the City's water enterprise fund.

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER  
IMPORTANT MUNICIPAL ADVISORY INFORMATION  
PFM Financial Advisors LLC**

**I. Introduction**

Public Financial Management, Inc., PFM Financial Advisors LLC, Western Financial Group, LLC (a wholly-owned subsidiary of PFM Financial Advisors LLC), and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

***How We Identify and Manage Conflicts of Interest***

**Code of Ethics.** The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

**Policies and Procedures.** We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

**Supervisory Structure.** We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

**Disclosures.** We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

## **II. General Conflict of Interest Disclosures**

### ***Disclosure of Conflicts Concerning the Firm's Affiliates***

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate's business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

### ***Disclosure of Conflicts Related to the Firm's Compensation***

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

### ***Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients***

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

### ***Disclosure Related to Legal and Disciplinary Events***

As registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in ‘**Item 9 Disclosure Information**’ of form MA, ‘**Item 6 Disclosure Information**’ of form MA-I, and if applicable, the corresponding disclosure reporting page(s) (“DRP”). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC’s Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

### **III. Specific Conflicts of Interest Disclosures – City of Polk City, Iowa**

To Our knowledge, following reasonable inquiry, We make the additional disclosure(s) of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for client.

We currently serve as municipal advisor to certain overlapping entities including Adel, Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Elkhart, Grimes, Johnston, Norwalk, Pleasant Hill, Van Meter, Waukee and West Des Moines; Des Moines Metropolitan Wastewater Reclamation Authority, West Des Moines Water Works, State of Iowa and Iowa Finance Authority. We do not anticipate this to create a conflict of interest nor to impede Our ability to fulfill Our fiduciary duty to the City of Polk City, Iowa.

### **IV. Municipal Advisory Complaint and Client Education Disclosure**

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB’s website at [www.msrb.org](http://www.msrb.org), and consult the MSRB’s Municipal Advisory Client brochure. The MSRB’s Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM’s Financial Advisory services are provided by Public Financial Management Inc., Western Financial Group, LLC, and PFM Financial Advisors LLC. PFM’s Swap Advisory services are provided by PFM Swap Advisors LLC. All entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.





August 26, 2019

Mr. Don Sandor  
Interim City Administrator  
City of Polk City  
112 3<sup>rd</sup> Street  
Polk City, IA 50226

Dear Mr. Sandor,

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") has been engaged by the City of Polk City, Iowa (the "Client") to perform a Rate and Revenue Sufficiency Study for the City's Water Enterprise System (the "Project"). PFM will provide, upon request of the Client, a thorough review and analysis of the system's current customer base, current rates structure, current and future revenue requirements, and will provide recommendations for alternative rate structures, as applicable and set forth in Exhibit A to this Engagement Letter.

**pfm**

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801 Grand  
Suite 3300  
Des Moines, IA 50309  
515.243.2600

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**pfm.com**

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has not designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM's Disclosure Statement delivered to Client together with this agreement.

PFM's services will commence as soon as practicable after the receipt of this Engagement Letter by the Client and a request by the Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, as outlined in Exhibit B, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party, or upon completion of the Scope of Services described herein. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM



in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by email or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.

Please have an authorized official of the Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

**PFM FINANCIAL ADVISORS LLC**

---

Jon Burmeister  
Managing Director



## **EXHIBIT A** **SCOPE OF SERVICES**

As part of the Rate and Revenue Sufficiency Study for the City's Water Enterprise System, PFM shall provide, upon request of the Client, a thorough review and analysis of the system's current customer base, current rates structure, current and future revenue requirements, and will provide recommendations for alternative rate structures, as applicable and examples of which, not intended to be exclusive, are set forth as follows:

- Review of Client's audited financial statements.
- Review and analyze current customer base including usage trends, average billings, etc.
- Project estimated revenue impact of each potential rate structure.
- Identify and group users by average monthly usage.
- Develop appropriate user blocks for new potential rate restructures.
- Analyze and compare new potential rate structures against current and future operating and capital revenue requirements.
- Identify monthly financial impact for all customer usage tiers based on each potential rate structure.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to optimize ability to finance future capital needs.
  - This will include, but is not limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
- Review capital improvement plan and review funding sources for the capital projects (cash, SRF loans, water revenue bonds, water abated general obligation bonds, etc.).
- Evaluate alternative rate structures and identify the three most optimal rate structures based on Client's goals and objectives for the project.
- Development and preparation of several financial and capital planning models:
  - Water Enterprise Fund financial and capital planning model
  - Capital funding analysis (including the review of the existing capital improvement fund)
- Develop financial sensitivity analyses (using financial and capital planning models listed above):
  - Analysis of the existing financial arrangements
  - Analyze debt capacity
  - Identify & analyze financing alternatives and debt structuring options
  - Develop scenarios
  - Analyze and compare to objectives/constraints
  - Evaluation of alternative security structures
  - Evaluation of alternative funding and financing approaches
- Review the information provided by the Des Moines Water Works ("DMWW") including the Wholesale Water Service Agreement, monthly billing data, debt allocations, historical peak usage compared to purchased capacity and other information as provided.



- Provide annual revenue growth recommendations for the water enterprise funds necessary to positively cash flow operations, the current capital improvement plan and meet system debt requirements.
- Attend meetings with Client's staff, consultants and other professionals as needed.



**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

**1. Rate and Revenue Sufficiency Study**

For services related to the Rate and Revenue Sufficiency Study, PFM shall receive a one-time fee in an amount not to exceed \$6,500, payable upon completion of the scope of services. The not to exceed fee estimate assumes the scope of services outlined in Exhibit A will require approximately 50 hours to complete. If the study requires significantly more hours than estimated, PFM will notify the Client. The final fee shall only be revised upon mutual agreement of PFM and the Client.

**2. Hourly Project Fees (Non-Transaction Related)**

In the event the Client requests that PFM perform significant special projects, not related to the Scope of Services outlined in Exhibit A, fees will be negotiated in advance of the project. Fees will be generally based upon the following hourly rates for the indicated levels of experience or their equivalents.

<b><u>Experience Level</u></b>	<b><u>Hourly Rate</u></b>
Managing Director	\$250.00
Director	\$225.00
Senior Managing Consultant	\$200.00
Senior Analyst	\$180.00
Analyst	\$150.00
Associate	\$125.00

**3. Reimbursable Expenses**

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided.



**EXHIBIT C**  
**INSURANCE STATEMENT**

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$35 million and \$10 million, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

**1. Deductibles/SIR:**

Automobile \$250 comprehensive & \$500 collision  
Cyber Liability \$50,000  
General Liability \$0  
Professional Liability (E&O) \$1,000,000  
Financial Institution Bond \$75,000

**2. Insurance Company & AM Best Rating**

Professional Liability (E&O)	Endurance American Specialty Insurance; (A+; XV)
.....	XL Specialty Insurance Company; (A; XV)
.....	Continental Casualty Company; (A; XV)
.....	Starr Indemnity & Liability Company; (A; XIV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
Cyber Liability	Indian Harbor Insurance Company (A; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Federal Insurance Company; (A++; XV)
Excess /Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Great Northern Insurance Company; (A++; XV)

**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)**

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**WHEREAS**, on the 17<sup>th</sup> 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)**

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**WHEREAS**, on the 17<sup>th</sup> 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.

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Jason Morse, Mayor

ATTEST:

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Jenny Gibbons, City Clerk

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



**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)**

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**WHEREAS**, on the 15<sup>th</sup> 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 5<sup>TH</sup> 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:

**ORDINANCE NO. 2019-1000**

**AN ORDINANCE DELETING CHAPTER 9 URBAN REVITALIZATION PLAN**

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**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 26, 2019  
**To:** Mayor and City Council  
**From:** Don Sandor, Interim City Administrator  
**Subject:** Professional Services Agreement for Subdivision Ordinance update

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### **BACKGROUND:**

The current Polk City Code Chapter 170, Subdivision Regulations, is several years old and in need of updating. Many recommendations from the 2016 Comprehensive Plan are implemented through the guidelines provided in the Subdivision Ordinance, and it is important that the subdivision ordinance be updated to include those recommendations.

Snyder and Associates have provided a Professional Services Agreement to update the Subdivision Ordinance. Their working knowledge of the current ordinance and the comprehensive plan, as well as knowledge of current subdivision requirements in other communities, makes them idea to lead the process to update Polk City's subdivision ordinance.

The proposed timeline should provide for the new ordinance to be in effect prior to subdivision submittals in the Spring of 2020.

### **ALTERNATIVES:**

Continue with the current subdivision ordinance.

### **FINANCIAL CONSIDERATIONS:**

Fee of \$18,000.

### **RECOMMENDATION:**

Approve the Professional Services Agreement for Subdivision Ordinance with Snyder and Associates for \$18,000.

PROFESSIONAL SERVICES AGREEMENT

This agreement made between The City of Polk City, Iowa

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

Subdivision Ordinance Update

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

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

See Attached Exhibit "A"

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

See Attached Exhibit "A"

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

See Attached Exhibit "A"

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

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

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

\_\_\_\_\_  
FOR CLIENT

\_\_\_\_\_  
FOR SNYDER & ASSOCIATES, INC.

City of Polk City, Iowa  
CLIENT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ROUTE EXECUTED COPY TO: Kathleen Connor

## TERMS AND CONDITIONS

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

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

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

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

**EXHIBIT 'A'****SUBDIVISION ORDINANCE UPDATE  
POLK CITY, IOWA**

**CLIENT:** CITY OF POLK CITY, IOWA  
112 SOUTH 3<sup>RD</sup> STREET  
POLK CITY, IOWA 50226  
C/O DON SANDOR, INTERIM CITY ADMINISTRATOR

**CONSULTANT:** SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023

**PROJECT:** TO PROVIDE PLANNING SERVICES RELATED TO PREPARATION OF  
PROPOSED ORDINANCE UPDATES TO ADDRESS SUBDIVISION  
DEVELOPMENT REQUIREMENTS IN THE POLK CITY MUNICIPAL CODE

**DATE:** August 22, 2019

**SCOPE OF SERVICES:****I. PROPOSED SUBDIVISION REGULATIONS**

- A. **INTENT** – The CONSULTANT will prepare new Subdivision Regulations that will amend and restate the City of Polk City’s current Municipal Code Chapter 170 – Subdivision Regulations, based upon input from the Steering Committee, Planning & Zoning Commission, and City Council. The primary contact for the City of Polk City shall be the City Manager.
- B. **REVIEW** – The CONSULTANT will review Polk City’s current Comprehensive Plan, particularly the Implementation Plan, for recommendations on issues to consider for the new Subdivision Regulations.
- C. **RESEARCH** – The CONSULTANT will research the Subdivision Regulations of Ankeny, West Des Moines, Clive, and Norwalk to determine common practices among the Des Moines suburbs, including but not limited to parkland dedication, review process and procedures, storm water management, bike/walking paths, accessible sidewalk ramps, and other specific subdivision items requested by the CLIENT. The CONSULTANT will also incorporate recommended best practices.
- D. **DRAFT ORDINANCE** – The CONSULTANT will prepare Draft #1 of the proposed ordinances for review by the City Manager and Public Works Director, and will revise pursuant to said review. The CONSULTANT will prepare Draft #2 of the proposed ordinances for review by the Steering Committee and for review by selected developers at a work session and will revise pursuant to said meetings. The CONSULTANT will prepare Draft #3 of the proposed ordinances for presentation to the second meeting and final meeting of the Steering Committee.

The CONSULTANT will make revisions if necessary and present Draft #4 to the Planning & Zoning Commission and will revise again if necessary prior to presentation at a second meeting and a third meeting of the Planning & Zoning Commission, at which time it is anticipated the Commission will make a recommendation to City Council regarding approval of the amended and restated Subdivision Regulations.

- E. The CONSULTANT will provide the draft Subdivision Regulations to the City Attorney for review prior to the final Planning & Zoning Commission meeting and will revise the draft document as necessary prior to the Commission making their recommendation. The CONSULTANT will also prepare a draft Ordinance adopting the amended and restated Subdivision Regulations for review by the City Attorney.
- F. The CONSULTANT will present the proposed Subdivision Regulations to City Council and the general public at the public hearing. The CONSULTANT will revise the proposed Subdivision Regulations as directed by City Council based on input at the public hearing prior to final adoption by City Council.
- G. The CONSULTANT will provide an electronic copy of the proposed Ordinance, in Word format, so that the CLIENT may use for codification purposes.

## II. MEETINGS

- A. **STEERING COMMITTEE** – The CONSULTANT will attend two (2) meetings of the Steering Committee. The composition of the Steering Committee shall be decided and organized by the CLIENT. The purpose of Meeting #1 will be to determine the Steering Committee’s intentions and parameters for desired regulations for Subdivision Ordinance amendments prior to preparing the first draft.
- B. **PUBLIC MEETINGS** – The CONSULTANT will attend three (3) meetings with the Planning & Zoning commission prior to the adoption of this ordinance. The CONSULTANT will also attend one (1) Public Hearing of the City Council. There will be no charge for attendance of public meetings. Preparation time for four meetings is included in this scope of services.

## III. PROPOSED SCHEDULE

The CONSULTANT will adhere to a mutually agreed upon schedule based on the following parameters, to the extent possible given circumstances outside the CONSULTANT’s control, including meeting scheduling. The CONSULTANT will communicate any changes to the schedule as soon as they are identified and make adjustments as necessary.

The tentative schedule proposed by the CONSULTANT is as follows and may be adjusted as mutually agreeable to the CLIENT and CONSULTANT, particularly due to the availability of Steering Committee Members and P&Z Commissioners:



Notice to Proceed	Week of August 26, 2019
Steering Committee #1	Week of September 3, 2019
Draft #1 Ordinance/Steering Committee #2	Week of September 16, 2019
Draft #2 Ordinance/P&Z Meeting #1	Special Meeting, September 30, 2019
Draft #3 Ordinance / P&Z Meeting #2	October 21, 2019
Draft #4 Ordinance / P&Z Meeting #3	November 18, 2019
City Council Sets Date of Public Hearing	December 9, 2019
City Council Public Hearing	January 13, 2020

#### IV. COMPENSATION

Compensation will be based on a Lump Sum Fee for services, which are based upon hourly rates and fixed expenses as outlined in the CONSULTANT’S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit B.

I. SUBDIVISION ORDINANCE REVISIONS	\$ 12,000
II. <u>MEETINGS (Preparation only for 5 meetings plus 1 Special Meeting)</u>	<u>\$ 6,000</u>
TOTAL:	\$ 18,000

Total fees for services shall not exceed the above total without approval of the CLIENT. If the CONSULTANT anticipates that actual costs will exceed estimated costs, the CONSULTANT shall immediately notify the CLIENT, in writing, of such proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject it.

#### V. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

1. Meetings above and beyond those listed in scope of services.
2. Drafts above and beyond those listed in scope of services.
3. Research and/or revisions of additional sections of the Code of Ordinances
4. Preparation of a Storm Water Management Policy Manual

#### VI. RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:

1. Establish a Steering Committee

**EXHIBIT 'B'**
**SNYDER & ASSOCIATES, INC.  
 2019-20  
 STANDARD FEE SCHEDULE**

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