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October 14, 2019 | 6:00 pm City Hall | Council Chambers

Broadcast live at <a href="https://polkcityia.gov/page/LiveStream">https://polkcityia.gov/page/LiveStream</a>

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Tentative Meeting Agenda
Jason Morse | Mayor
Jeff Walters | Pro Tem

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

- 1. Call to Order
- 2. Roll Call
- 3. Approval of Agenda
- **4. Public Comments:** This is the time and place for comments for any item other than those that are a Public Hearing. If you wish to speak, please come to the podium and state your name and address for the record. You are requested to keep your comments to five minutes.

#### 5. Consent Items

- a. City Council Meeting Minutes for September 23, 2019
- b. Receive and File the Special P&Z Meeting Minutes for October 10, 2019
- c. Claims listing dated October 14, 2019
- d. Approve 12-month Class E Liquor License (LE) with Sunday Sales for Polk City Liquor located at 203 N  $3^{rd}$  Street, effective 11/1/2019
- e. Resolution 2019-94 approving 28E Agreement with Polk County for cooperative services for maintenance of joint jurisdictional roadways
- f. Receive and file the Police Department Report for August 2019
- g. Receive and file the August 2019 Water Report
- h. Approve hiring Stephanie Braun and Justin Mack as part-time officers at a pay rate of \$23.03 per hour
- i. Approve hiring Ben Pierre as winter seasonal part-time for Public Works at \$15.60 per hour effective immediately
- j. Approve hiring Seth Brokow as winter seasonal part-time for Public Works at \$14.00 per hour effective immediately
- k. Receive and file September 2019 Four Seasons Festival Financial Reports
- 1. Receive and file September 2019 PCCEDC Financial Reports
- m. Resolution 2019-92 approving the FY19 Street Finance Report
- n. Receive and file the Library Director report for September 2019
- o. Receive and file the Library Notary Policy
- p. Receive and file the Library Resolution 2019-03L authorizing the appropriate disposal of items
- q. Resolution 2019-99 renewing the Medical Director's Contract with Alan Heberer, D.O.

#### 6. Business Items

- a. Resolution 2019-93 approving Plat of Survey for Parcel 2019-207 & 2019-208
- b. Resolution 2019-100 approving North Polk, West Elementary, Agreement to Complete
- c. Resolution 2019-97 approving Final Plat including Agreement to Complete, Easements and Warranty Deed for Big Creek Valley Plat 1
- d. Resolution 2019-95 approving Final Release of Retainage for the 2018 Polk City Park Improvements in the amount of \$2.657.00

- e. Resolution 2019-96 approving Pay App No. 11 (Final Retainage Release) for the Davis Street Reconstruction Project in the amount of \$11,102.05
- f. Resolution 2019-98 approving Pay App No. 2 for E. Grimes Street and Deer Haven Street Intersection Repairs project in the amount of \$34,946.42
- g. Resolution 2019-91 approving a Subscriber Agreement with Polk County for continued Communication Services
- h. Final Reading Ordinance 2019-1400 amending Chapter 65, Stop or Yield Required and amending Chapter 69, Parking Regulations
- i. Approve Budgeted Well Communication Line Project with Mi-Fiber in the amount of \$16,199.33
- j. Snyder & Associates invoices for August 2019 in the amount of \$33,606.10

#### 7. Reports & Particulars

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

- **8.** Closed Session under Code of Iowa; Chapter 21 Official Meetings open to Public; section 5 Closed Session; sub paragraph 1.c. To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
- 9. (Optional) Take action on closed session items
- 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 October 28, 2019

# MEETING MINUTES The City of Polk City City Council Meeting 6:00 p.m., September 23, 2019 City Hall

Polk City, City Council held a meeting at 6:00 p.m., on September 23, 2019. The Agenda was posted at the City Hall office as required by law. **These tentative minutes reflect all action taken at the meeting.** 

- 1. Call to Order | Mayor Morse called the meeting to order at 6:00 p.m.
- 2. Roll Call / Dvorak, Vogel, Walters, Anderson, Sarchet | In attendance
- 3. Approval of Agenda

**MOTION:** A motion was made by Anderson and seconded by Sarchet to approve the meeting agenda **MOTION CARRIED UNANIMOUSLY** 

- 4. Swear-in Ceremony | Mayor Morse swore-in new City Manager, Chelsea Huisman.
- 5. Presentation | Polk County Supervisor Brownell provided an update from the County, including information from the 911 Board regarding dispatch radios and systems. Brownell discussed refugee and immigration in the metro including a project to construct a Welcome Center to serve the ethnic communities. Brownell discussed Polk County's desire to reduce the levy and help even out the increasing property assessments. He discussed the intersection of HWY 415 and Beaver and plans to work with the DOT to help Polk City and surrounding areas with the traffic concerns of said intersection. Brownell thanked Mayor and Council for having him, and Mayor and Council thanked him for the Polk County update.
- **6.** *Public Comments* | None
- 7. 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 September 10, 2019
- b. Claims listing dated September 23, 2019
- c. Finance Report for August 2019
- d. Receive and file the Board of Adjustment Meeting Minutes for September 6, 2019
- e. Receive and file the Library Board Meeting Minutes for August 5, 2019
- f. Receive and file the August 2019 Library Stats Report
- g. Receive and file the August 2019 Library Director Report
- Receive and file Library Resolution 2019-02L authorizing the expenditure of up to \$2,500 from the Polk City Community Library Trust
- i. Receive and file Library Reconsideration Policy
- j. Receive and file Library Registered Sex Offender Policy
- k. Receive and file 2019 Iowa Public Library General Information Form for FY 18/19
- 1. Receive and file FY 18/19 Library Annual Report
- m. Accept Firefighter/EMT Josh Mamonoas resignation effective September 12, 2019
- n. Approve part-time pay rate adjustment for Firefighter James Gathercole from \$18.16 per hour to \$18.74 effective August 12, 2019
- o. Approve Joel Sowieja to hunt the property at 1601 W. Washington, Polk City, Iowa, according to the Urban Deer Hunting Program

**MOTION:** A motion was made by Dvorak and seconded by Vogel to approve the Consent Items **MOTION CARRIED UNANIMOUSLY** 

### 8. Business Items

a. *MOTION:* A motion was made by Vogel and seconded by Walters to approve the second reading of Ordinance 2019-1400 amending Chapter 65, Stop or Yield Required and amending Chapter 69, Parking Regulations

**MOTION CARRIED UNANIMOUSLY** 

- 9. Reports & Particulars | Mayor, Council, City Administrator, Staff, Boards, and/or Commissions
  - Police Chief Kendig reported that only one person had met all the requirements for the Urban Deer Hunting program this season, but his department will work to add to the program next season. Kendig informed Council the Junk Vehicle abatement process has been completed. He reported that out of 40+ junk notices, most residents complied and only 2 vehicles were impounded. He plans to conduct junk vehicle reviews annually.
  - PCCEDC, Brigett DeVos spoke on behalf of North Polk School, Liz Huether (Student Council Advisor), and Ally Cromley (Student Council) sharing their appreciation of the time and talent it took to have a successful first ever NP Homecoming Parade. The School plans to hold this yearly event in Polk City. Mayor Morse shared feedback from Dr. Dan Mart and the school staff that they were all thrilled with how well it went. Mayor thanked everyone involved, especially Public Works, and thanked everyone for doing a great job.
  - Mayor and Council welcomed Chelsea Huisman to Polk City and shared their excitement to work with her on future projects.
  - Council Members Dvorak, Vogel, and Anderson said the parade was a great event and thanked everyone for their involvement.
  - Council Member Walters attended the Central Iowa Green Infrastructure Conference regarding Storm Water Management and encouraged Council to consider a Storm Water Utility Fee in the future for Polk City.
- **10.** *MOTION:* A motion was made by Dvorak and seconded by Anderson at 6:30 p.m. to enter into **Closed Session** under Code of Iowa; Chapter 21 Official Meetings open to Public; **section 5 Closed Session; sub paragraph 1.c.** To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

YES: Anderson, Sarchet, Dvorak, Vogel, Walters

**MOTION CARRIED UNANIMOUSLY** 

#### **11.** (AFTER CLOSED SESSION ENDED AT 7:14 p.m.)

City Manager Chelsea Huisman said she would like to meet one on one with the Council and will coordinate the schedule through email after she returns from her conference this week.

#### 12. Adjournment

*MOTION*: A motion was made by Anderson and seconded by Vogel to adjourn at 7:16 p.m. *MOTION CARRIED UNANIMOUSLY* 

Attest	Jason Morse, Mayor

# MEETING MINUTES The City of Polk City Planning and Zoning Commission Special Meeting 00 p.m., Thursday, October 10, 2019

6:00 p.m., Thursday, October 10, 2019 City Hall

Polk City, Planning and Zoning Commission (P&Z) held a meeting at 6:00 p.m., on October 10, 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 | Ohlfest | Dietz | Hankins | Bowersox | Sires | In attendance Triplett | Vogel | Absent

#### 3. Approval of Agenda

MOTION: A motion was made by Hankins and seconded by Dietz to approve the agenda

MOTION CARRIED UNANIMOUSLY

#### 4. Final Plat for Big Creek Valley Plat 1

Jarrod Ruckle of 1425 Hugg Drive addressed the Commission thanking them for holding a special session. He stated that he is exited to get started and has 5 Polk City builders interested in his development, Ruckle is looking forward to having beautiful homes completed by this time next year.

Travis Thornburg, Snyder Engineering Representative, provided a summary of this plat, stating that all recommendations that were outlined on Tuesday morning were addressed Tuesday afternoon with exception of weather-related minor items.

Hankins asked about there not being a turnaround at the end of the street. It was discussed that the paving is not long enough per code to have turn around and the street is wide enough that it was not necessary.

All legal documents, including off-site and on-site easements, with revised legal descriptions shall be provided for review and approval by the City Attorney.

**MOTION:** A motion was made by Hankins and seconded by Bowersox to recommend Council approve the Final Plat for Big Creek Valley Plat 1

#### MOTION CARRIED UNANIMOUSLY

Ruckle shared a Commercial showcasing his new development that will soon air on KCCI.

#### 5. Adjournment

**MOTION:** A motion was made Dietz and seconded by Bowersox to adjourn at 6:13 p.m. *Next Meeting Date* – Monday, October 21, 2019

Jenny Gibbons - City Clerk

# **CLAIMS REPORT**

# The City of Polk City

e City of Po		VIDNO D		ARCHINE
ARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
ALL	ALL	FIRST BANKCARD	CITY CREDIT CARD	\$6,600.6
PD	GEN	I.M.W.C.A.	WORKERS COMP INSURANCE	\$446.6
PD	GEN	AMAZON BUSINESS	HOLSTER	\$265.6
PD	GEN	GALL'S INC.	UNIFORM	\$68.9
PD	GEN	AXON ENTERPRISE INC	TASER CARTRIDGES	\$425.0
PD	GEN	GRANGER MOTORS	OIL CHANGE	\$44.7
PD	GEN	NELSON AUTOMOTIVE	REPAIR PARTS	\$63.1
PD	GEN	Dewey Ford	VEHICLE REPAIRS & MAINTENANCE	\$6.5
PD	GEN	NELSON AUTOMOTIVE	REPAIR PARTS	\$187.6
PD	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$257.4
PD	GEN	AUREON TECHNOLOGY	PHONE SERVICES	\$290.5
PD	GEN	BRICK LAW FIRM	PROSECUTIONS	\$1,095.0
PD	GEN	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL	\$158.2
PD	GEN	AUREON TECHNOLOGY	NEW COMPUTER	\$1,201.0
PD	GEN	CANINE TACTICAL	SEPTEMBER TRAINING	\$150.0
PD	GEN	POLK COUNTY TREASURER	OWI BLOOD DRAW #19-0236	\$150.0
PD	GEN	911 CUSTOM	HOLSTER	\$157.9
PD	GEN	RADAR ROAD TEC	RADAR CERTIFICATIONS	\$165.0
PD	GEN	RANGEMASTERS TRAINING CENTER	PATROL SHOTGUN	\$415.0
PD	GEN	AMAZON BUSINESS	SONY DIGITAL CAMERA	\$88.0
PD	GEN	Crystal Clear Water Co	PURCHASED WATER	\$16.0
PD	GEN	WALMART COMMUNITY	CLEANING WIPES	\$42.4
PD	GEN	WALMART COMMUNITY	EVIDENCE MINI FRIDGE	\$151.8
PW	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$103.3
FD	GEN	I.M.W.C.A.	WORKERS COMP INSURANCE	\$3,231.5
FD	GEN	NAGLE SIGNS	HELMET NAME TAGS	\$35.0
FD	GEN	Sandry Fire Supply L.L.C.	PATCH PATCH	\$415.4
FD	GEN	JOBE SHANNON	GYM MEMBERSHIP	\$200.0
FD	GEN	CENTER FOR EDUCATION & EMPLOYN		\$200.0
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FD FD	GEN GEN	MERCY COLLEGE OF HEALTH SCIENC		\$1,050.0
		PHYSIO-CONTROL	MAINTENANCE	\$3,627.9
FD	GEN	Sandry Fire Supply L.L.C.	KNOB	\$10.0
FD	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$257.4
FD	GEN	RACOM	EDACS ACCESS	\$671.1
FD	GEN	VERIZON WIRELESS	PHONE AND DATA PLAN	\$17.0
FD	GEN	City of Ankeny	SERVICE	\$200.0
FD	GEN	440-PRAXAIR DISTR. INC.	OXYGEN	\$26.7
FD	GEN	Bound Tree Medical	MEDICAL SUPPLIES	\$87.0
FD	GEN	MERCY NORTH PHARMACY	RX SUPPLIES	\$31.4
FD	GEN	MMIT BUSINESS SOLUTIONS GROUP	COPIER	\$47.6
FD	GEN	Custom Awards & Embroidery Inc	PLAQUES	\$130.0
FD	GEN	VERIZON WIRELESS	WIRELESS SERVICE	\$351.1
PW	GEN	I.M.W.C.A.	WORKERS COMP INSURANCE	\$164.1
PW	GEN	BRICK LAW FIRM	DEERHAVEN AND GRIMES	\$2,654.5
PW	GEN	METRO WASTE AUTHORITY	CURB IT RECYCLING	\$5,861.8
PW	GEN	Safe Building Comp. & Tech	BUILDING INSPECTIONS	\$16,962.0
PW	GEN	POLK COUNTY AUDITOR	CONTRACT FEES	\$414.7
PW	GEN	Vic Scott Landscaping	TREES	\$1,000.0
PW	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$39.6
PW	GEN	VERIZON WIRELESS	WIRELESS SERVICE	\$508.2
LIB	GEN	STATE LIBRARY OF IOWA	CATEXPRESS	\$79.9
LIB	GEN	TOTAL QUALITY INC.	LAWNCARE	\$219.0
LIB	GEN	CLEANING CONNECTION INC	OCTOBER JANITORIAL	\$398.9
LIB	GEN			
		MIDAMERICAN ENERGY CHRISTINE CARROLL	ELECTRIC CHARGES  PALLOON ANIMAL PROCRAM	\$359.4 \$140.6
LIB	GEN	CHRISTINE CARROLL	BALLOON ANIMAL PROGRAM	\$140.0
LIB	GEN	ORIENTAL TRADING CO.INC.	PROGRAM SUPPLIES	\$96.1
LIB	GEN	TRACE KENDIG	BBQ PROGRAM	\$50.0
LIB	GEN	BAKER & TAYLOR	BOOKS	\$324.0
LIB	GEN	IOWA FREEDOM OF INFORMATION	HANDBOOKS	\$23.5
LIB	GEN	BAKER & TAYLOR	BOOKS	\$46.8
LIB	GEN	BAKER & TAYLOR	BOOKS	\$224.7
PARKS	GEN	I.M.W.C.A.	WORKERS COMP INSURANCE	\$79.9

# **CLAIMS REPORT**

	1			
ARTMENT	FUND	VENDOR	EXPENSE TYPE	AMOUNT
PARKS	GEN	PORTABLE PRO, INC.	PORTABLE SERVICES	\$300.0
PARKS	GEN	TOTAL QUALITY INC.	LAWNCARE	\$11,483.8
PARKS	GEN	Electrical Eng & Equipment Co	ELECTRICAL SUPPLIES	\$225.5
PARKS PARKS	GEN GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$89.
		RELIABLE MAINTENANCE CO	JANITORIAL	\$60.
PARKS PARKS	GEN GEN	Des Moines Steel Fence Co	FENCE ELECTRIC CHARGES	\$550.
		MIDAMERICAN ENERGY		\$138.
PARKS PARKS	GEN GEN	RELIABLE MAINTENANCE CO	JANITORIAL REPAIR	\$280.
PARKS	GEN	Gurnsey Electric Co MIDAMERICAN ENERGY		\$85. \$258.
PW	GEN		ELECTRIC CHARGES ELECTRICAL SUPPLIES	\$238. \$676.
PW	GEN	Electrical Eng & Equipment Co		
PW	GEN	RELIABLE MAINTENANCE CO MIDAMERICAN ENERGY	JANITORIAL ELECTRIC CHARGES	\$120.
CH	GEN			\$10. \$1.
		I.M.W.C.A.	WORKERS COMP INSURANCE	· ·
CH	GEN	ICMA MEMBER SERVICES	MEMBERSHIP  YOWA LEACHE CONFERENCE	\$880.
CH	GEN	CHELSEA HUISMAN	IOWA LEAGUE CONFERENCE	\$921.
CH	GEN	CITY OF CENTER POINT	LEAGUE OF CITIES REIMBURSEMEN	\$205.
CH	GEN	PC PRINT CENTER	OFFICE SUPPLIES	\$59.
CH	GEN	I.M.W.C.A.	WORKERS COMP INSURANCE	\$145.
CH	GEN	LINDSEY HUBER	MILEAGE	\$26.
CH	GEN	BUSINESS PUBLICATIONS CORP	ADVERTISING	\$233.
CH	GEN	Polk County Recorder	RESOLUTION	\$22.
CH	GEN	BRICK LAW FIRM	GENERAL	\$5,793.
CH	GEN	STAPLES	SUPPLIES	\$47.
CH	GEN	TOTAL QUALITY INC.	LAWNCARE	\$144.
CH	GEN	RELIABLE MAINTENANCE CO	JANITORIAL	\$160.
CH	GEN	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$291.
CH	GEN	CENTURY LINK	PHONE SERVICE	\$144.
CH	GEN	AMAZON PAYMENTS	SUPPLIES	\$30.
CH	GEN	Crystal Clear Water Co	PURCHASED WATER	\$8.
СН	GEN	MMIT BUSINESS SOLUTIONS GROUP	COPIER	\$131.
СН	GEN	FALLER, KINCHELOE & CO. CPAS	AUDIT PROGRESS	\$5,250.
СН	GEN	Gurnsey Electric Co	REPAIR	\$396.
PW	RUT	I.M.W.C.A.	WORKERS COMP INSURANCE	\$164.
PW	RUT	BOOT BARN	RAIN GEAR	\$374.
PW	RUT	Des Moines Steel Fence Co	FENCE	\$175.
PW	RUT	INTERSTATE POWERSYSTEMS	ANNUAL LOAD BANK & SERVICE	\$893.
PW	RUT	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$20.
PW	RUT	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$554.
PW	RUT	INTERSTATE ALL BATTERY CENTER	GENERATOR BATTERY	\$156.
PW	RUT	O'Halloran International Inc	SERVICE	\$849.
PW	RUT	VAN-WALL EQUIPMENT	VEHICLE REPAIR PARTS	\$77.
PW	RUT	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$77.
PW	RUT	CENTURY LINK	PHONE SERVICE	\$109.
PW	RUT	ARDICK EQUIPMENT CO.	SIGNS	\$1,288.
PW	RUT	CORE AND MAIN	BEEHIVE GRATE	\$691.
PW	RUT	IOWA DEPT OF TRANSPORTATION	SIGN	\$916.
PW	RUT	VAN-WALL EQUIPMENT	VEHICLE REPAIR PARTS	\$609.
PW	RUT	IOWA DEPT OF TRANSPORTATION	AGREEMENT 2016-6-097	\$97,896.
PW	WATER	I.M.W.C.A.	WORKERS COMP INSURANCE	\$164.
PW	WATER	Iowa D.N.R.	WATER USE PERMIT	\$95
PW	WATER	ARNOLD MOTOR SUPPLY	VEHICLE PARTS & SUPPLIES	\$135
PW	WATER	CAPITAL CITY EQUIPMENT CO.	SCISSOR LIFT RENTAL	\$235
PW	WATER	RELIABLE MAINTENANCE CO	JANITORIAL	\$140
PW	WATER	INTERSTATE POWERSYSTEMS	ANNUAL LOAD BANK & SERVICE	\$1,575
PW	WATER	MIDAMERICAN ENERGY	ELECTRIC CHARGES	\$852
PW	WATER	CENTURY LINK	PHONE SERVICE	\$61
PW	WATER	Des Moines Water Works	PURCHASED WATER	\$33,802
PW	WATER	HACH COMPANY	WATER DEPARTMENT SUPPLIES	\$29
PW	WATER	VAN-WALL EQUIPMENT	VEHICLE REPAIR PARTS	\$769.
PW	WATER	Ferguson Waterworks	EQUIPMENT REPAIRS	\$6,174.
PW	WATER	MUNICIPAL SUPPLY CO.	MAINTENANCE SUPPLIES	\$3,227.
	WATER	HAWKINS INC	CHLORINE	\$1,314.

# **CLAIMS REPORT**

The City of P	olk City			For	10/14/2019
DEPARTMENT	FUND	VENDOR	EXPENSE TYPE		AMOUNT
PW	WATER	KIMBALL MIDWEST	DRILL BITS		\$460.51
PW	WATER	US POSTAL SERVICE	POSTAGE		\$1,750.00
PW	WATER	JESSE MEEKS	DEPOSIT REFUND		\$90.21
PW	WATER	RANDY & PATTY JACKSON	DEPOSIT REFUND		\$36.83
PW	WATER	JON SCHOEN	DEPOSIT REFUND		\$2.01
PW	WATER	IOWA DEPT OF REVENUE	EXCISE TAX		\$5,142.00
PW	SEWER	US POSTAL SERVICE	POSTAGE		\$1,750.00
PW	SEWER	I.M.W.C.A.	WORKERS COMP INSURANCE		\$164.11
PW	SEWER	INTERSTATE POWERSYSTEMS	LIFT STATION MAINTENANCE		\$2,083.66
PW	SEWER	MIDAMERICAN ENERGY	ELECTRIC CHARGES		\$1,424.55
PW	SEWER	CENTURY LINK	PHONE SERVICE		\$278.46
PW	SEWER	MIDWEST OFFICE TECHNOLOGY	COPIER RENTAL		\$44.00
PW	SEWER	ACCUJET LLC	ANNUAL ROOT CUTTIN		\$17,759.94
PW	SEWER	IOWA ONE CALL	UNDERGROUND LOCATIONS		\$188.10
PW	SEWER	CITY OF DES MOINES	WRA PAYMENT		\$25,677.30
PW	SEWER	IOWA DEPT OF REVENUE	SALES TAX		\$344.00
TOTAL					\$292,511.75
		GENERAL			\$81,884.64
		ROAD USE			\$104,855.23
		WATER			\$56,057.76
		SEWER			\$49,714.12
		TOTAL			<u>\$292,511.75</u>

Applicant License Application (

Name of Applicant: MAATARANI LLC

Name of Business (DBA): Polk City Liquor
Address of Premises: 203 N 3rd Street

City Polk City County: Polk Zip: 50226

)

 Business
 (515) 305-4707

 Mailing
 203 N 3rd Street

City Polk City State IA Zip: 50226

#### **Contact Person**

Name Manish Adhikari

Phone: (515) 305-4707 Email aiswarya.mrkd@gmail.com

Classification Class E Liquor License (LE)

Term: 12 months

Expiration Date: <u>01/01/1900</u>

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

#### **Status of Business**

BusinessType: Limited Liability Company

Corporate ID Number: XXXXXXXXX Federal Employer ID XXXXXXXXXX

#### Ownership

Renuka Adhikari

First Name: Renuka Last Name: Adhikari

City: Grimes State: lowa Zip: 50111

Position: CEO

% of Ownership: 50.00% U.S. Citizen: Yes

#### **Insurance Company Information**

Insurance Company: <u>EMPLOYERS MUTUAL CASUALTY COMPANY</u>

Policy Effective Date: 11/01/2019 Policy Expiration 01/01/1900

Bond Effective <u>2</u> Dram Cancel Date:

Outdoor Service Effective Outdoor Service Expiration

**Temp Transfer Expiration Date:** 

#### **RESOLUTION NO. 2019-94**

## A RESOLUTION BETWEEN THE CITY OF POLK CITY AND POLK COUNTY APPROVING A COOPERATIVE SERVICES AGREEMENT FOR MAINTENANCE OF JOINT JURISDICTIONAL ROADWAYS.

WHEREAS, the City of Polk City, Iowa and Polk County have historically had Joint Public Services Agreements for maintenance of Joint Jurisdictional Roadways in and around Polk City the last being adopted by City Council through Resolution No. 2017-63 passed on June 26, 2017; and WHEREAS, the County has submitted an updated Cooperative Services Agreement for maintenance of Joint Jurisdictional Roadways in the form attached hereto as Exhibit "A" due to change in jurisdiction of Hugg Drive; and WHEREAS, this agreement establishes the terms and conditions between the City and the County for maintenance of Joint Jurisdictional Roadways. **NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Polk City, Iowa, that the updated Cooperative Services Agreement in the form attached hereto as Exhibit "A" is hereby approved. **BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Polk City, Iowa. **DATED** this 14<sup>th</sup> day of October 2019. Jason Morse, Mayor ATTEST:

Jenny Gibbons, City Clerk

# AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

#### **BETWEEN**

#### **POLK COUNTY, IOWA**

#### And

#### CITY OF POLK CITY, IOWA

THIS AGREEMENT is entered into by and between the Polk County Board of Supervisors, on behalf of Polk County, hereinafter referred to as the "County", and the City of Polk City, hereinafter referred to as the "City".

- This agreement shall consist of six (6) pages and Attachments A, B, C, and D which shall be considered a part of this Agreement.
- 2. This Agreement shall become effective upon its execution by the parties, and shall remain in effect until terminated or amended by either party.
- 3. The purpose of this Agreement shall be listed in Attachment A.
- 4. Duties of the County shall be listed in Attachment B.
- 5. Duties of the City shall be listed in Attachment C.
- 6. Attachment D is a map showing the roads described in Attachments B and C.
- 7. "Routine Maintenance" shall be defined as the following; replenishment of granular material, surface blading and dragging, removal of snow and ice from not more than two traffic lanes and shoulders, frostboil repairs on granular surfaced roadways, replacement of pavement markings, street sweeping, mowing of shoulders and foreslopes, and other minor maintenance usually performed on public roadways.

- 8. Unless the parties agree to complete Major Maintenance of a roadway by separate written agreement, "Major Maintenance" shall be defined as the following and will remain the responsibility of the party having jurisdiction of the road and right-of-way; repair and installation of traffic control signs and devices, cutting of trees and brush, weed eradication, mowing, ditch cleaning, pavement patching and repair, dust control, maintenance or repair of tile lines, storm sewers, and entrance culverts, cross-road culverts, sanitary sewers or subsurface utilities, major bridge and culvert repair, repair of guardrails, pavement repair including potholes and patching, and edgerut and shoulder repairs.
- 9. "The party with maintenance responsibility" means the party which, because of this Agreement, is responsible for routine maintenance for roads or portions thereof as specified in this Agreement, regardless of the physical location of the road within or without the party's boundaries.
- 10. "Roads" and "streets" are synonymous terms as used in this Agreement.
- No major maintenance shall be performed on the other party's roads by the party with maintenance responsibility until a separate written agreement for that work is executed by the parties.
- 12. Construction projects involving roads under the jurisdiction of more than one of the parties shall be agreed to by separate written agreement.
- 13. The party with maintenance responsibility shall perform routine maintenance in conformance with the terms of the Agreement on the roads designated in Attachments B and C.
- 14. All routine maintenance performed by the party with maintenance responsibility shall be performed in accordance with that party's normal maintenance practices and procedures for streets within its boundaries, except that the other party may request performance of

routine maintenance functions at specific locations in response to maintenance needs which are brought to the attention of the party by the public. In the event that requests for routine maintenance are not completed within three days of the time an oral request is made, the requesting party, after giving at least two day written notice by registered mail to the party with maintenance responsibility, shall perform the routine maintenance and bill the party with maintenance responsibility. Reimbursement shall be made upon receipt of an itemized billing.

- 15. Each party shall be responsible for the establishment, erection and maintenance of any and all traffic control devices, signs and markings of a regulatory or informative nature, on or near streets within the party's boundaries, except maintenance of pavement markings, or as detailed in this agreement. The party with maintenance responsibility shall promptly inform the other party of any known damage to any traffic control device.
- 16. This Agreement does not relieve the party within the boundaries of which a street lies from any liability due to or arising out of that party's design or construction of a road nor from the maintenance of a street prior to this Agreement.
- 17. Nothing in this Agreement shall be construed as prohibiting the party with maintenance responsibility from hiring a third party to perform any work associated with this Agreement. In such instances the party with maintenance responsibility shall obtain a written hold harmless agreement from the third party, for the benefit of both parties to this Agreement, covering the work performed by the third party. The hold harmless agreement shall also require the third party to carry adequate insurance to fulfill its obligations to hold harmless the parties and to provide proof of insurance.
- 18. Each party retains full responsibility for acquisition of right-of-way across land which lies within the boundaries of that party.
- Each party retains responsibility for approval of new driveways or entrances which lie within the boundaries of that party.

- 20. The Polk County Public Works Director and the City Manager of Polk City shall administer performance of this Agreement.
- 21. Either party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail.
- 22. In the event of a breach by the County or the City of this Agreement, said breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
- 23. This is the entire Agreement between all parties and it may be amended only upon agreement of all parties and only in writing.
- 24. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

## **EXECUTION OF AGREEMENT**

IN WITNESS THEREOF, the County	has caused this Agreement to be executed in three
(3) separate counterparts, each of which sh	nall be considered an original, on the day of
, 20	
	Polk County, Iowa Board of Supervisors
AttestAuditor	 Chairperson

### **EXECUTION OF AGREEMENT**

IN	I WITNESS TH	HEREOF,	the City	y has	cau	sed this Agi	reem	ent to be	exe	ecute	ed in t	hree	(3)
separate	counterparts,	each of	which	shall	be	considered	an	original,	on	the		day	of
	, 20	-											
						City of Da		:					
						City of Po	DIK C	ity, iowa					
Attest													
С	lerk					Mayor							

## **ATTACHMENT A**

The purpose of this agreement is to:

- Specify which party shall provide routine and major maintenance responsibilities of certain joint jurisdictional roadways;
- 2. Specify which party shall provide routine and major maintenance responsibilities of roadways that extend into the boundary of one of the parties;

3.

## **ATTACHMENT B**

#### Duties of the County

The County shall provide routine maintenance without reimbursement on the following sections of paved roads:

ON	FROM	ТО	LENGTH	POLK COUNTY	POLK CITY
NW 44 St	NW 110 Ave	South to City Limits	0.50	0.25	0.25
NW 72 St	NW Hugg Dr	North to City Limits	0.67	0.34	0.33
		TOTALS	1.17	0.59	0.58

The County shall provide routine maintenance without reimbursement on the following sections of gravel roads:

ON	FROM	ТО	LENGTH	POLK COUNTY	POLK CITY
NW 110 Ave	NW 55 St	NW 44 St	0.85	0.38	0.47
NW 110 PI	NW 110 Ave	Dead End	0.24	0.14	0.10
NW 55 St (gravel)	End of Pavement	NW 110 PI	0.17	0.00	0.17
		TOTALS	1.26	0.52	0.74

Total City miles by the County

 Paved
 0.58

 Gravel
 0.74

 Total Miles
 1.32

## **ATTACHMENT C**

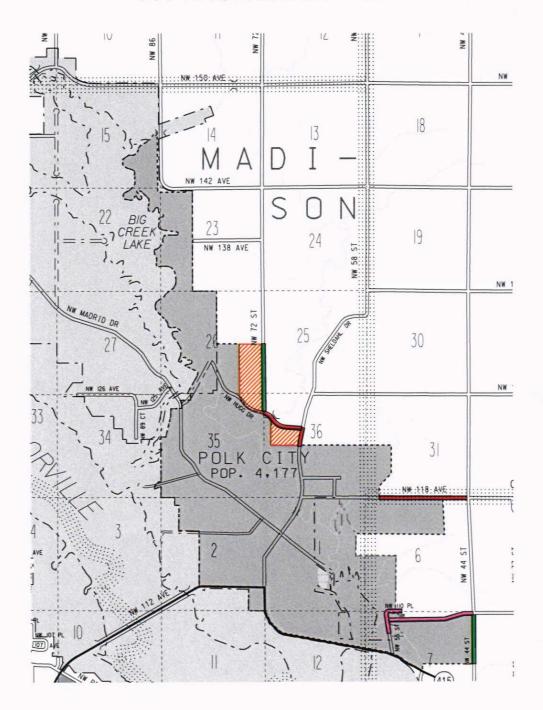
## Duties of the City

The City shall provide routine maintenance without reimbursement on the following sections of paved roads:

ON	FROM	то	LENGTH	POLK COUNTY	POLK CITY
NW Sheldahl Dr	North City Limits	NW Hugg Dr	0.16	0.08	0.08
NW Hugg Dr	NW Sheldahl Dr	NW 72 St	0.42	0.21	0.21
NW 118 Ave	NW Sheldahl Dr	NW 44 St	1.61	0.56	1.05
		TOTALS	2.19	0.85	1.34

Total County miles by the City: Paved **0.85** 

# ATTACHMENT "D"





PAVED BY POLK CO.
GRAVEL BY POLK CO.
PAVED BY CITY



ile Name: K:\Maps\28E\2019\Polk City Attach D.dgn ModelName: Default Date: 9/18/201



# **Polk City Police Department**

309 W Van Dorn St. PO 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

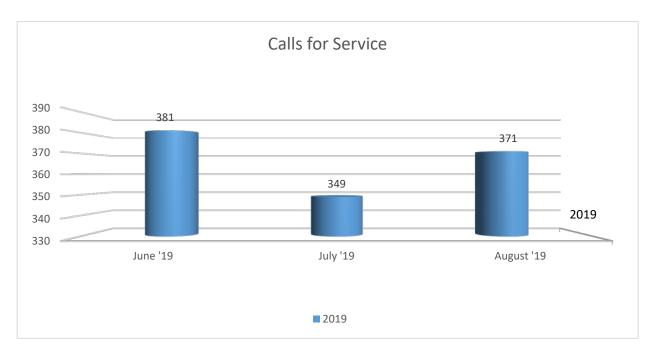
From: Lieutenant Jeremy Siepker

Date: September 6<sup>th</sup>, 2019

Re: August 2019 Monthly Report

#### **Calls for Service**

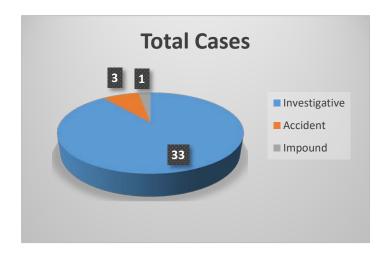
The total calls for service for the month of August were **371**. This includes response to citizen complaints/reports, assists, self-initiated activities such as traffic stops, building checks, suspicious persons, and case follow up. Among these calls for service Polk City officers conducted **130** traffic stops.



### **Cases Made**

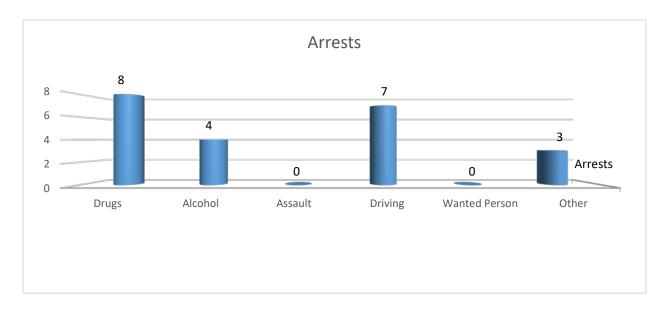
The Police Department had 37 total cases during the month of August. Of those cases, 33 where investigative incident reports, 3 were traffic crashes and 1 was a vehicle impound. There are 2 active investigations from this month and there was a rate of 39% case clearance by arrest for investigative cases.





#### **Arrests Made**

The Police Department made 22 arrests and issued 152 citations and warnings. Among those arrests there were 3 OWI arrests, 8 drug related offenses and 5 driving related offenses.



#### **Notable Incidents**

On August 4<sup>th</sup>, Polk City Officers were called to a motorcyclist driving erratically while passing the Saylorville Marina on NW Polk City Drive. The caller reported that the driver was all over the roadway and driving at varying speeds. Officer's located the described motorcyclist and observed it swerve in its lane and make an unsafely turn. The motorcycle was stopped, and Officer's initial interaction with the driver prompted an OWI investigation. The motorcycle was not registered, was uninsured and the driver was not licensed to operate a motorcycle. The driver was ultimately charged with OWI (drugs), as well as cited for traffic violations. The charging Officer believed the driver was under the influence of a Central Nervous System stimulant. He was then released to Medics to be transported to the hospital for evaluation.

On August 26<sup>th</sup>, a Polk City Officer made a traffic stop on a vehicle for an equipment violation. The driver was found to have her driver's license barred. The driver was taken into custody for driving while barred and the vehicle was released to her passenger. Officers were given consent to search and located a pipe used to smoke marijuana. While being transported to jail the female admitted to having contraband hidden on her person. On arrival to the jail, the driver was taken to a private area, and searched by a female Officer, who located a baggie containing marijuana. The driver was charged with driving while barred, possession of marijuana and possession of drug paraphernalia.

On August 31<sup>st</sup>, a Polk City Officer was called to a possible intoxicated driver, approaching Polk City. When the Officer located the vehicle and attempted to initiate a traffic stop after observing very dangerous driving behaviors the driver refused to stop and a short pursuit was initiated and ultimately ended in Sheldahl when the driver stopped. After backup arrived from the Polk County Sheriff's office the driver was taken into custody several charges that included eluding, possession of a controlled substance and OWI.

## **In Service Training**

On August 27<sup>th</sup> the police department conducted defensive tactics training which was held in the PCFD bay. This training focused proper skills and tactics in handcuffing, physical escorting of persons, and various skills in physically controlling a combative subject.



Training Hours: 28
Lamfers 2
Untrauer 2
Aicher 18
Kendig 0
Siepker 2
Wilson 2
Aswegan 2

# **Canine Program**

Officer Aicher and Eudoris were deployed four times in August. 3 narcotics related deployments and 1 deployment to track a suspect that fled a traffic stop.

# **Community Outreach**

August 6<sup>th</sup> was the 3<sup>rd</sup> annual National Night Out event held in the 300 Block of West Van Dorn St. Each year this event has been growing but this year was significantly larger than 2018! A huge Thank You to all our volunteer and donors that made this event such a success!









# Polk City Water Department Monthly Report

Mo	onth_September	Year	2019
To Mo	otal Water Pumped <u>//<sub>0</sub>,432,391,</u> Gallons Conthly Daily Avg <u>547 753</u> Gallons		
Те	sting Results		f
•	SDWA Bacteriological Coliform Analysis Pecal Coliform Analysis - Sample incubated 35c for Gas production verifies presence of fecal coliform of	or 48 hrs then exan	enic Lab. nine for gas production
•	Fluoride Analysis University Hygienic Land A fluoride concentration of approx. 1mg/l in drinking without harmful effects on health. MCL for fluoride in Fluoride at Plant- Monthly Average / 24 mg/l P Fluoride in System- Monthly Average / 3m	water effectively restaurated in section (see a section of the sec	
•	Chlorine Free At Plant- Monthly Average	mg/I Polk City Lak _mg/I Polk City L _mg/I Polk City I must be added to hlorine residuals w	o. ab. _ab. H2O to achieve vill vary widely
•	Iron Raw Water- Monthly Average 6.48 mg/l P Iron Finish Water- Monthly Average 7 mg/l F Iron System Water- Monthly Average 7 mg/l F Iron occurs in rocks and minerals in the earth's crus respectively. Iron has no effect on human health; its Concentrations of Iron in finish H2O should be between	Polk City Lab. /I Polk City Lab. It. It's the 4 <sup>th</sup> most main objection is	aesthetics.
•	Manganese Raw Water- Monthly Average	mg/I Polk City mg/I Polk City st. It is the 7 <sup>th</sup> mon	Lab. by Lab. st abundant element. unese in finish H2O
•	pH Raw Water Monthly Average <u>S.2</u> mg/l Polk pH Finish Water-Monthly Average <u>S.1</u> mg/l PopH System Water- Monthly Average <u>S.4</u> mg/l lpH scale ranges from 0-14 with 7 being considered plumbing, above 7 tends to deposit minerals in plum proper pH, which should range between 7.5-7.9 in fi	olk City Lab. Polk City Lab. neutral. Below 7 to nbing. We add cau	
	Total Tests Preformed- Polk City Lab	Total Hours to pe	erform tests

Re: Recommendation for part-time hire: Justin Mack

Justin Mack applied with the Polk City Police Department on April 2<sup>nd</sup> 2019. Justin has been certified by the state of lowa since 2007 when he graduated from the lowa DPS academy. Justin has worked part-time for several agencies while maintaining his full-time employment with the lowa Department of Transportation Motor Vehicle Enforcement.

During my background investigation his current supervisory spoke with me off duty. During our conversation, Capt Johnson described Justin as a good cop and to be very good at what he does. Capt. Johnson went on to say that Justin is highly motivated and is always seeking out every opportunity he can to make himself better and more involved. Capt. Johnson also suggested that if Justin is hired by us that we must be very clear on our department's expectations and to keep in consistent communication with Justin.

I also spoke with personal references Danielle Metzger and Dan Lentsch who gave a similar positive comments about Justin's abilities as a police officer as well as suggested that if he is hired that we keep a "tight leash" on Justin as he will go out and do as much as he can and that he will likely want to assist with any incidents close to Polk City that are outside the city limits.

Along with Justin's tenure in law enforcement he brings a wide array of instructor certifications and is regularly guest instructing at the Iowa Law Enforcement Academy and head of training for the Motor Vehicle Enforcement. Justin expressed he is willing to work both day and night shifts if needed and his current schedule with the DOT leaves him with weekend availability as well. Justin grew up in the Polk City community so he is familiar with the city and the area. I feel that Justin would be an asset to our department and I recommend that Justin be hired as a part-time police officer for the Polk City Police Department.



## City of Polk City, Iowa

City Council Agenda Communication

**Date:** September 30, 2019 **To:** Mayor & City Council

From: Chief Kendig

**Subject:** Hiring Approval for two PT Officers

**BACKGROUND:** PCPD has hired its last two full-time officers from the ranks of the part-time officers. PCPD is currently authorized for four part-time officer and seven full-time officers. The initial plan was to only have the remaining two part-time officers as more full-time officers were hired. Officer Wilson was injured at the end of August during in-service training. Officer Wilson is not expected to be back on full duty until mid-April. This changed the staffing needs. In order to fill all patrol shifts and keep departmental operations going, it is now necessary to fill the two open part-time officer spots. The two officers I am recommending for hiring approval will be great additions to the department and will help greatly with our staffing needs. Individual hiring recommendations from Lt. Siepker are attached to this document.

**ALTERNATIVES:** The only feasible alternative at this point is to continue to fill open shifts with full-time officer. This will limit their time off and cause higher personnel costs due to overtime expenditures.

**FINANCIAL CONSIDERATIONS:** The hiring of additional part-time officers should mitigate a good deal of overtime expenditure. The part-time pay rate is significantly lower that the full-time officer overtime rate.

**RECOMMENDATION:** It is my recommendation that Stephanie Braun and Justin Mack are approved for hire as part-time officers.

Re: Recommendation for part-time hire: Stephanie Braun

Stephanie Braun applied with the Polk City Police Department on June 28<sup>th</sup> 2019 for part-time employment. She has been a certified peace officer in the state of lowa since 2001 and recently left the Ankeny Police Department after 18 years of service to work for the Ankeny School District.

Through her career with the Ankeny Police Department she has held many roles including School Resource Officer, Patrol, Investigations, Instructor, and Sergeant.

During my background investigation I spoke with several professional references who had very good things to say about Stephanie. Stephanie was described as "rock solid" and "one of the good ones". Stephanie was a hands on Sergeant and a great person at work and outside of work. She would go out of her way to look out for her officers and was never afraid to pick up shifts when needed. Stephanie was very well liked by other command staff as well as the officers that she supervised.

Stephanie expressed to me that she would be available to work both day and nights shifts and can be pretty flexible with her current position with the Ankeny School District if we were in a pinch. I believe Stephanie will be a great asset to the Polk City Police Department. I recommend that she be hired as a part-time officer with the Polk City Police Department.



## City of Polk City, Iowa

City Council Agenda Communication

Date: 10/9/2019

**To:** Mayor & City Council

From: Mike Schulte

**Subject: Winter Seasonal employees** 

BACKGROUND: It is time once again to hire our winter seasonal part time staff.

The two positions open are 25 hours per week.

Ben Pierre has worked part time for us two years now and his wage is \$15.60 per hour.

Seth Brokow is a new hire. He is going to DMACC and lives in Polk City. His starting wage is \$14 per hour.

ALTERNATIVES: n/a

FINANCIAL CONSIDERATIONS: n/a

RECOMMENDATION: I would recommend Council approve Ben Pierre at \$15.60 per hour and Seth Brokow at \$14 per hour as Polk City winter seasonal part time employees.

#### FOUR SEASONS FESTIVAL ACCOUNT #3059 BANK RECONCILIATION (SEPTEMBER 2019)

DATE	TRANSACTION DESCRIPTION	CHECK #		INVOICE #	<u>DEPOSITS</u>	DISBURSEMENTS	BALANCE
	BEGINNING BALANCE						3,276.69
09/03/19	Rental - T&L Storage (September)	EFT	Х			187.25	3,089.44
	Website - Oglesby Creative	1813	Χ	PCDC-213-19		75.00	3,014.44
	Reimbursement - J. Calhoun	1814	Х			120.84	2,893.60
09/06/19	Transfer from PCCEDC - Reimbursement						
	for Sounds on Square insurance						
	(Confirm #400464757)		Χ		1,050.00		3,943.60
	Pop/Water 456.00, Ice 104.00		Х		560.00		4,503.60
09/26/19	Pop/Water - Reimburse NP Booster Club	1815				24.00	4,479.60
09/26/19	VOID	1816	Х				
09/26/19	Reimbursement - J. Calhoun	1817	Х			413.55	4,066.0
09/30/19	Rental - T&L Storage (October)	EFT	Х			187.25	3,878.80
	TOTAL				1,610.00	1,007.89	
	ENDING ACCOUNT BALANCE						3,878.80
	OUTSTANDING CHECKS (+)						24.00
	OUTSTANDING DEPOSITS (-)						0.00
	BANK STATEMENT BALANCE						3,902.80
CCEDC T	RANSFERS						
09/11/19	RVTV Event - Beer Garden - Expensed						
	Doll Distributing in error to Festival -						
	Transfer to PCCEDC						
	(Confirm #400290084)	EFT	Χ		888.80	888.80	

# FOUR SEASONS FESTIVAL STATEMENT OF ACTIVITIES FINANCIAL REPORT (SEPTEMBER 2019)

	09/01/19-09/30/19	01/01/19-09/30/19	01/01/19-12/31/19	YTD BUDGET	I
	CURRENT MONTH	CURRENT YTD	ANNUAL BUDGET	ESTIMATE	
DESCRIPTION	ACTUAL	ACTUAL	ESTIMATE	BALANCE	<u>NOTES</u>
INCOME					
City / County	0.00	7,000.00	7,000.00	0.00	
Vendor Fees	0.00	1,825.00	900.00	925.00	
5-8K Run Fees	0.00	5,614.00	5,200.00	414.00	
Other	1,050.00	1,205.00	20.00	0.00	
Sub-total Income	1,050.00	15,644.00	13,120.00	2,524.00	
Sales					
Beer Garden	0.00	14,251.00	25,000.00	-10,749.00	
Beverages	456.00	1,382.24	1,200.00		926.24 Refund 2018
Ice	104.00	196.00	150.00	46.00	020.2 1 1 toldild 20 10
Shirts	0.00	0.00	550.00	-550.00	
Total Sales	560.00	15,829.24	26,900.00	-11,070.76	
			,		
Sponsors					
5-8K Run	0.00	1,500.00	1,500.00	0.00	
Beer Garden	0.00	0.00	1,000.00	-1,000.00	
Bike Night	0.00	0.00	500.00	-500.00	
Bill Riley Talent Search	0.00	1,000.00	1,000.00	0.00	
Children's Crafts	0.00	600.00	500.00	100.00	
Classic Car Show	0.00	750.00	600.00	150.00	
Entertainment / Music	0.00	1,200.00	2,000.00	-800.00	
Face Painting	0.00	0.00	500.00	-500.00	
Horseshoe Tournament	0.00	0.00	250.00	-250.00	
Kids Games / Entertainment	0.00	1,000.00	1,500.00	-500.00	
Petting Zoo	0.00	900.00	750.00 2,000.00	150.00 -1,000.00	
Stage Train Rides	0.00	0.00	250.00	-250.00	
Wii Tournament	0.00	0.00	1,000.00	-1,000.00	
Other Sponsors	0.00	15,000.00	12,000.00	3,000.00	
Parade	0.00	750.00	0.00	750.00	
Total Sponsors	0.00	23,700.00	25,350.00	-1,650.00	
				.,,,,,,,,,,	
TOTAL INCOME	<u>1,610.00</u>	<u>55,173.24</u>	<u>65,370.00</u>	<u>-10,196.76</u>	
<u>EXPENSES</u>					
Activities					
5-8K Run / Shirts / Food	0.00	3,667.65	7,000.00	2 222 25	
Bill Riley Talent Search	0.00	1,020.00		3,332.35 5.00	
Children's Crafts	0.00	0.00		115.00	
Classic Car Show	0.00	134.66	150.00	15.34	
Face Painting	0.00	150.00	150.00	0.00	
Kid's Games / Entertainment	0.00	5,714.51	6,000.00	285.49	
Lincoln Street	0.00	750.00	750.00	0.00	
Parade	0.00	1,311.44	725.00	-586.44	
Petting Zoo	0.00	785.00	650.00	-135.00	
Stage	0.00	0.00	0.00	0.00	
Train Rides	0.00	425.00	425.00	0.00	
Wii Tournament	0.00	0.00	150.00	150.00	
Total Activities	0.00	13,958.26	17,140.00	3,181.74	
Advertising					
Signs / Marketing / Photos	0.00	11,436.28	7,550.00	-3,886.28	
Website	75.00	150.00	105.00	-45.00	
Total Advertising	75.00	11,586.28	7,655.00	-3,931.28	
Beer Garden					
Deer Garden					

## <u>FOUR SEASONS FESTIVAL</u> <u>STATEMENT OF ACTIVITIES FINANCIAL REPORT (SEPTEMBER 2019)</u>

License	0.00	245.00	250.00	5.00	
Liquor / Services / Supplies	0.00	6,010.31	9,000.00	2,989.69	
		6,010.31 6,255.31	9,000.00 9,250.00	,	
Total Beer Garden	0.00		9,250.00 01/01/19-12/31/19	2,994.69 YTD BUDGET	
	CURRENT MONTH		ANNUAL BUDGET	ESTIMATE	
DESCRIPTION		ACTUAL			NOTES
DESCRIPTION	ACTUAL	ACTUAL	<u>ESTIMATE</u>	BALANCE	<u>NOTES</u>
Beverages					
Ice	0.00	1,800.00	275.00	-1,525.00	
Pop / Water	24.00	1,428.80	2,700.00	1,271.20	
Total Beverages	24.00	3,228.80	2,975.00	-253.80	
Total Beverages	24.00	3,220.00	2,373.00	-233.00	
Entertainment					
Band / Music	0.00	5,400.00	6,000.00	600.00	
Sound	0.00	3,762.50	3,500.00	-262.50	
Total Entertainment	0.00	9,162.50	9,500.00	337.50	
Miscellaneous					
Meals/Meeting	413.55	680.30	500.00	-180.30	
Other	120.84	313.67	500.00	186.33	
Total Miscellaneous	534.39	993.97	1,000.00	6.03	
Sanitary Services					
Ankeny Sanitation	0.00	475.00	500.00	25.00	
Jim's Johns (Waste Solutions)	0.00	1,908.00	700.00	-1,208.00	
Trash Removal	0.00	500.00	500.00	0.00	
Total Sanitary Services	0.00	2,883.00	1,700.00	-1,183.00	
Tetar Carmary Corvices	0.00	2,000,00	1,100.00	1,100.00	
Total Bank Charges	0.00	0.00	50.00	50.00	
Total Festival Shirts	0.00	2,233.09	2,500.00	266.91	
Total Total and Similar	0.00	2,200,00	2,000,00	200.07	
Total Insurance	0.00	3,293.70	3,500.00	206.30	
7.10.11	274.52	0.740.00	2 722 22	40.00	
Total Rentals	374.50	9,713.68	9,700.00	-13.68	
Total Security	0.00	450.00	400.00	-50.00	
rotal occurry	0.00	430.00	400.00	-30.00	
Total Pay Pal Fees	0.00	7.59	0.00	-7.59	
TOTAL EVDENCES	4 007 00	60 700 40	CE 070 00	4 000 00	
TOTAL EXPENSES	<u>1,007.89</u>	<u>63,766.18</u>	<u>65,370.00</u>	<u>1,603.82</u>	
INC-EXP NET DIFFERENCE	602.11	-8,592.94	0.00	-8,592.94	
<u>NOTES</u>					

# POLK CITY CHAMBER AND ECONOMIC DEVELOPMENT CORPORATION BANK RECONCILIATION (SEPTEMBER 2019)

DATE	TRANSACTION RECORDERION	OUEOK#		INIVOIOE #	DEDOGITO	DIODUDOEMENTO	DALANOE
<u>DATE</u>	TRANSACTION DESCRIPTION	CHECK #		INVOICE #	<u>DEPOSITS</u>	<u>DISBURSEMENTS</u>	BALANCE
09/01/19	BEGINNING BALANCE						21,430.3
09/03/19	Reimbursement - J. Calhoun	2184	Х			168.00	21,262.3
09/03/19	Acctg Fees - Woollums CPS	2185	Х	16893		100.00	21,162.3
09/04/19	Admin Salary - B. DeVos (PR Fees 1.75)	EFT	Х			781.25	20,381.1
09/04/19	RVTV Sponsors 1,800.00, Shirt 15.00		Х		1,815.00		22,196.1
09/06/19	Utilities - Mediacom	2186	Х			101.99	22,094.1
09/06/19	RVTV Event - Andy Piester (Band)	2192	Х			500.00	21,594.1
09/06/19	RVTV Event-T. Koester (Inflatables) VOID	2191	Х				
09/06/19	RVTV Event - Iowa Sound	2190	Х			3,800.00	17,794.1
09/06/19	RVTV Event - la St Mascot Squad	2189	Х	1304		623.43	17,170.6
09/06/19	RVTV Event - KNM Productions	2188	Х	5		315.00	16,855.6
09/06/19	RVTV Event - Cupp Insurance	2187	Х	42599		350.00	16,505.6
09/06/19	Farmers Market		Х		105.00		16,610.6
09/06/19	Transfer to Festival - Reimbursement						
	for Sounds on Square insurance						
	(Confirm #400464757)		Х			1,050.00	15,560.6
09/06/19	Mktg/Adv - Big Green Umbrella Media	2193	Х	382773		183.00	15,377.6
09/08/19	RVTV Event - B. DeVos (Beer Garden)	2194	Х			200.00	15,177.6
	RVTV Event - LRI Graphics	2183	Х	4419		455.44	14,722.2
09/11/19	RVTV Event - Beer Garden - Expensed						
	Doll Distributing in error to Festival -						
	Reimburse Festival from PCCEDC						
	(Confirm #400290084)	EFT	Х			888.80	13,833.4
09/11/19	RVTV Event - Shirt 15.00, Vendor Fees						
	200.00, Mktg/Adv 20.00, Beer Gardern						
	2,719.00		Х		2,954.00		16,787.4
	RVTV Event - Reising Sun Café	2195				112.89	16,674.5
	RVTV Event - Portable Pro	2196	Х	49369		650.00	16,024.5
	Taxes - US Treasury	EFT	Х			528.00	15,496.5
	Admin Salary - B. DeVos (PR Fees 1.75)	EFT	Х			781.25	14,715.3
	Luncheon Meals (PayPal Fees 1.17)		Χ		28.83		14,744.1
09/25/19	RVTV Sponsor 500.00, Educ Day 50.00,						
	Mktg/Adv (Sq) 180.00		Х		730.00		15,474.1
	RVTV Event - Grant		Χ		5,000.00		20,474.1
09/26/19		2200	Χ				
	Reimbursement - J. Calhoun	2201	Х			90.19	20,383.9
	Luncheon Meals (PayPal Fees 2.22)		Χ		42.78		20,426.7
	Rent - Senders Construction (Oct)	2197				720.00	19,706.7
	Director Salary - John Calhoun (Sept)	2198	Χ			3,750.00	15,956.7
09/30/19	Acctg Fees - Mary Treanor (Sept)	2199				400.00	15,556.7
	TOTAL				10,675.61	16,549.24	
	ENDING ACCOUNT BALANCE		Щ				15,556.7
	OUTSTANDING CHECKS (+)						1,232.8
	OUTSTANDING DEPOSITS (-)		Щ				0.0
	BANK STATEMENT BALANCE						16,789.6
AVINGS A	ACCOUNT #2745						
DATE	TRANSACTION DESCRIPTION				DEPOSITS	WITHDRAWALS	BALANCE
09/01/19	BEGINNING BALANCE						25,564.1
09/30/19			Х		11.94		25,576.1
55/55/15	TOTAL		^		11.94	0.00	20,070.1
					11.04	0.00	
						ļ	
	ENDING ACCOUNT BALANCE			ı		l l	25,576.1

# POLK CITY CHAMBER AND ECONOMIC DEVELOPMENT CORPORATION BANK RECONCILIATION (SEPTEMBER 2019)

OUTSTANDING DEPOSITS (-)			0.00
BANK STATEMENT BALANCE			25,576.12

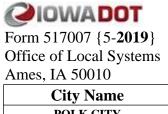
# POLK CITY CHAMBER AND ECONOMIC DEVELOPMENT CORPORATION STATEMENT OF ACTIVITIES FINANCIAL REPORT (SEPTEMBER 2019)

	09/01/19-09/30/19	01/01/19-09/30/19	01/01/19-12/31/19	YTD BUDGET	
	<b>CURRENT MONTH</b>	CURRENT YTD	ANNUAL BUDGET	<u>ESTIMATE</u>	
DESCRIPTION	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ESTIMATE</u>	BALANCE	<u>NOTES</u>
INCOME					
City / County / Grants	0.00	80,500.00	80,500.00	0.00	
Bank Interest	11.94	260.65	20.00	240.65	
Marketing / Advertising	180.00	880.00	1,000.00	-120.00	Includes Square Newsletter
Membership Dues*	0.00	15,525.00	27,080.00	-11,555.00	10,480.00 Collected in 2018
Miscellaneous / Other	0.00	750.00	200.00	550.00	Foundation
Market Analysis Project	0.00	0.00	0.00	0.00	
RVTV Event	10,269.00	14,915.00	0.00	14,915.00	See Account Audit Detail (Budget)
Annual Event	0.00	1,775.00	3,200.00	-1,425.00	
Bike Ride	0.00	1,735.00	7,000.00	-5,265.00	
Educators Day	50.00	375.00	500.00	-125.00	
Farmers Market	105.00	1,595.00	1,500.00	95.00	
Golf Outing	0.00	7,475.00	7,500.00	-25.00	
Luncheon Meals	75.00	1,355.00	2,100.00	-745.00	1
Sounds on Square	0.00	4,460.15	6,000.00	-1,539.85	
Square Lighting	0.00	0.00	1,000.00	-1,000.00	
Oquare Lighting	0.00	0.00	1,000.00	-1,000.00	
TOTAL INCOME	10,690.94	131,600.80	137,600.00	-5,999.20	
EXPENSES					
Accounting Fees	503.50	5,036.50	6,880.00	1 0/12 FO	Includes Payroll Fees
Administrator Salary	1,934.00	17,717.69	24,000.00		Incls. Employee payroll taxes paid
Bank Fees	0.00	53.01	200.00	146.99	
				1,453.45	
Conference / Meetings	0.00	2,546.55	4,000.00		
Director Salary	3,750.00	38,076.00	45,000.00		Incls. Employee payroll taxes paid
Insurance	0.00	2,024.00	2,500.00	476.00	
Legal Fees	0.00	125.00	1,000.00	875.00	1
Luncheon Meals	0.00	858.40	2,070.00	1,211.60	
Marketing / Advertising	183.00	2,172.95	13,750.00	11,577.05	
Miscellaneous	0.00	0.00	1,000.00	1,000.00	
Membership Dues / Subsciptions	0.00	1,955.00	1,600.00	-355.00	
Mileage	142.10	560.86	1,000.00	439.14	
Postage	0.00	88.00	500.00	412.00	
Rent / Cleaning	720.00	7,200.00	7,000.00	-200.00	
Supplies / Equipment / Printing	0.00	2,104.12	1,000.00	-1,104.12	
Taxes	153.00	1,941.94	600.00		Incls. Employer payroll taxes paid
Training	0.00	0.00	500.00	500.00	
Travel	7.50	52.50	1,000.00	947.50	
Utilities	101.99	914.03	1,500.00	585.97	
Website	25.44	391.81	600.00	208.19	
Market Analysis Project	0.00	0.00	0.00	0.00	
RVTV Event	7,955.05	9,335.50	0.00	-9,335.50	See Account Audit Detail (Budget)
Annual Event	0.00	1,216.72	3,500.00	2,283.28	
Bike Ride	0.00	1,071.82	1,000.00	-71.82	
Educators Day	0.00	1,250.00	1,400.00	150.00	
Golf Outing	0.00	7,644.94	7,000.00	-644.94	
Scholarships	0.00	1,000.00	1,000.00	0.00	
Sounds on Square	1,073.66	5,809.70	6,000.00	190.30	1
Square Lighting	0.00	0.00	1,000.00	1,000.00	
PayPal / Sq Fees (Tracking Only)*	3.39	281.85	1,000.00	718.15	
TOTAL EXPENSES	16,552.63	111,428.89	137,600.00	26,171.11	
	·				
INC-EXP NET DIFFERENCE	-5,861.69	20,171.91	0.00	20,171.91	
NOTES					
*Membership Dues are gross inco	me before PavPal Fe	es are taken out Ra	ank Reconciliation Re	port reflects only ne	et amount deposited
(See Account Audit Detail Reports					,
, , , , , , , , , , , , , , , , , , , ,	1		1 /		

# POLK CITY CHAMBER AND ECONOMIC DEVELOPMENT CORPORATION STATEMENT OF ACTIVITIES FINANCIAL REPORT (SEPTEMBER 2019)

Transfers between PCCEDC checking and savings accounts are represented on the Bank Reconciliation Report.					
Festival financial reports are repres	sented on separate r	eports.			

Confidential 10/3/2019 Page 2



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Allies, IA 30010
City Name
POLK CITY
City Number
6170

## **Cover Sheet**

Now therefore le	t it be resolved that the c	ity council	(Ci	POLK CITY ity Name)	_, Iowa
On	10/14/2019 (month/day/year)	_did hereby	approve a	and adopt the annual	
City Street Finan	cial Report from July 1,		2018 (Year)	to June 30,	2019 (Year)

## **Contact Information**

Name	E-mai	E-mail Address S		Street Address c		city		ZIP Code	
Lindsey M. Huber	lhubei	@polkcityia.gov		112 3rd S	treet		Polk City		50226-0426
Hours		Phone			Extension			Phone(A	Itenative)
8.00-5:00		515-984-9157						515-984	-6915

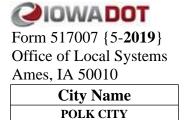
## **Preparer Information**

Name	E-mail Address	Phone	Extension
Lindsey M. Huber	lhuber@polkcityia.gov	515-984-6233	

## **Mayor Information**

Name	E-mail Address	Street Add	lress	city	ZIP Code
Jason Morse	jmorse@polkcityia.gov	112 3rd St	reet	Polk City	50226-0426
Phone	Extension				
515-984-6233					

Resolution Number	2019-92
Jason Morse	Jenny Gibbons
Signature Mayor	Signature City Clerk



City Number 6170

# **City Street Financial Report**

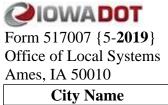
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# **Summary Statement Sheet**

Column 1 Column 2 Column 3 Column 4 Column 1 Column 2 Column 3 Column 4
Road use Other Street Street Debt Totals
Tax Fund Monies Tax Fund Monies

	Tax Fund	Monies			•	Tax Fund	Monies			
	Round Figures	to Nearest Do	llars		R	ound Figures	to Nearest Doll	ars		
A.BEGINNING BAL	ANCE				EXPENSES					
1. July 1 Balance	\$146,423	\$994	\$0	\$147,417	D. Maintenance					
2. Adjustments	\$0	\$0	\$0	\$0	1. RoadWay Maintenance	\$418,461		\$0		
(Note on Explanation Sheet)					2. Snow and Ice Removal	\$42,031	\$0	\$0	\$42,031	
3. Adjusted Balance	\$146,423	\$994	\$0	\$147,417	E.Construction, Reco	onstruction	and Improv	ements		
B. REVENUES					1. Engineering	\$2,505		\$0		
1. Road Use Tax	\$441,557			\$441,557	2. Right of Way Purchased	\$0	\$0	\$0	\$0	
2. Property Taxes		\$104,197	\$0	\$104,197	3. Street/Bridge	\$17,086	\$0	\$0	\$17,086	
3. Special		\$0	\$0	\$0	Construction	Ψ,σσσ		·	<b>\$11,000</b>	
Assessments					4.Traffic Services	\$0	\$0	\$0	\$0	
4. Miscellaneous		\$14,250	\$0		F. Administration	\$0	\$73,985	\$0	\$73,985	
5. Proceeds from Bonds, Notes, and Loans		\$0	\$0	\$0	G. Equipment	\$0	\$0	\$0	\$0	
6. Interest Earned		\$0	\$0	\$0	H. Miscellaneous		\$0	\$0	\$0	
7. Total Revenues	\$441,557	\$118,447	\$0	0 \$560,004	J. street Debt					
(Lines B1 thru B6)					Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$0	\$0	
C. Total Funds Available	\$587,980	\$119,441	\$0	\$707,421	2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$0	\$0	
(Line A3 + Line B7)					TOTALS					
					K. Total Expenses (Lines D thru J)	\$480,083	\$104,197	\$0	\$584,280	
					L. Ending Balance (Line C-K)	\$107,897	\$15,244	\$0	\$123,141	
					M. Total Funds Accounted	\$587,980	\$119,441	\$0	\$707,421	

For (K + L = C)



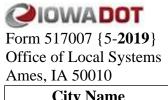
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City Name									
POLK CITY									
City Number									
6170									

# **Miscellaneous Revenues and Expenses Sheet**

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
170Reimbursements (misc.)	\$14,250.00	\$0.00
Line B4 Totals	\$14,250.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		

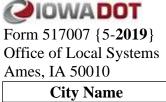


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POLK CITY
City Number
6170

# **Bonds, Notes and Loans Sheet**

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
		New	Bond Totals		\$0	\$0	Totals	\$0	\$0	\$0	\$0	\$0	\$0



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<b>City Number</b>	
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## **Project Final Costs Sheet**

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year

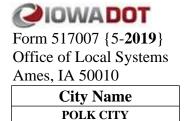


# **Project Final Costs Sheet (Section A)**

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
-------------------	-------------------	-----------------	--------------------	---

# **Project Final Costs Sheet (Section B)**

1. Projec	Number	6. Contractor Name		8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
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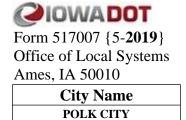
City Number 6170

# **City Street Financial Report**

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# **Road/Street Equipment Inventory Sheet**

2. Model Year	3. Description	Purchase	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
2009	Case 21E Payloader	\$60,000	\$0		\$0		No	NOCH
2005	Ford Altec Bucket Truck	\$59,000	\$0		\$0		No	NOCH
2011	Bobcat Power Angle Broom	\$3,466	\$0		\$0		No	NOCH
2010	Ford F350 Truck #210	\$26,045	\$0		\$0		No	NOCH
2010	Bobcat Snowblower	\$4,959	\$0		\$0		No	NOCH
2008	International Dumptruck #403	\$98,052	\$0		\$0		No	NOCH
2008	Ford F350 Truck #208	\$20,646	\$0		\$0		No	NOCH
2006	John Deere Mower	\$14,750	\$0		\$0		No	NOCH
2019	John Deere Mower	\$12,549	\$0		\$0		No	NOCH
2016	International Tandem Dump Truck #405	\$101,930	\$0		\$0		No	NOCH
2005	Progressive TD-65 Rotary Mower	\$9,240	\$0		\$0		No	NOCH
2005	Brush Mower & Tiller	\$3,111	\$0		\$0		No	NOCH
2013	Bobcat Skidloader	\$60,000	\$0		\$0		No	NOCH
2007	Airman Air Compressor	\$11,752	\$0		\$0		No	NOCH
2007	John Deere 3720 Tractor	\$17,900	\$0		\$0		No	NOCH
2019	John Deere Track Loader	\$35,430	\$0		\$0		No	NOCH
2008	Bobcat Auger	\$8,000	\$0		\$0		No	NOCH
2013	Bobcat Landplane	\$3,000	\$0		\$0		No	NOCH
2019	Stanley Jack Hammer	\$5,000	\$0		\$0		No	NOCH



City Number 6170

# **City Street Financial Report**

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# **Road/Street Equipment Inventory Sheet**

1. Local Class I.D. #	2. Model Year	3. Description	Purchase	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2013	Bobcat Grapple Bucket	\$4,500	\$0		\$0		No	NOCH
	2009	6" Trash Pump Godwin	\$10,000	\$0		\$0		No	NOCH
	2019	John Deere sweeper	\$6,040	\$0		\$0		No	NOCH
	2014	Ford F350 #211	\$35,000	\$0		\$0		No	NOCH
	2010	Bobcat Sweeper	\$10,000	\$0		\$0		No	TRAD
	2017	Ford F250 4x4 Pickup/Crew Cab #213	\$26,302	\$0		\$0		No	NOCH
	2018	FORD F350 4X4 #214	\$23,873	\$0		\$0		No	NOCH
	2015	FORD F350 4X4 #212	\$30,191	\$0		\$0		No	NOCH
	2019	Ford F350 4x4 #215	\$24,396	\$0		\$0		No	NEW

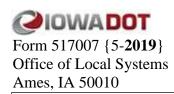


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	6170

# **Explanation Sheet**

Comments		



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POLK CITY	
City Number	
6170	

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# **Monthly Payment Sheet**

Month	Road Use tax Payments
July	\$32,596.72
August	\$51,680.88
September	\$49,588.82
October	\$30,637.09
November	\$38,321.33
December	\$38,797.67
January	\$37,292.78
February	\$36,957.07
March	\$30,101.68
April	\$18,602.26
May	\$41,206.47
June	\$35,774.03
Totals	\$441,556.80

# Library Director's Report September 2019

#### **Library Statistics**:

- Circulation and library usage decreased slightly from August 2019 due to school starting.
  - September 2019 circulation was 393 more than September 2018 when accounting for auto-renewal.
  - The number of patrons visiting the library was up 291 people from September 2018.
  - Adventure Pass stats: 12 Adventure Passes were used in September saving patrons\$538.
  - Library Patrons saved \$52,603 in September by borrowing materials from the library versus purchasing them.
  - Key 1st Quarter Stats for FY20 vs FY19
    - Library Attendance up 47
    - Circulation up 1,001 (Bridges up 159)
    - Adult Program attendance up 174
    - Youth Program attendance down 117
    - Patron Saving up \$16,445

#### What's New:.

- Mi-Fiber seems to be working well and we have all technology glitches associated with our conversions resolved..
- Our Strategic Planning Survey closed on September 1. 629 responses were received
- Geri-Fit started September 30 and has been well attended.
- We have the STEM kits put together and are working on cataloging them and tying up some loose ends. We are looking forward to putting them in circulation this month.
- The ISU Extension program has served over 50 school-aged kids in September.
- Pam and Brittany attended the 2019 Performer's Showcase in Carlisle on September 25.
- Pam and Jamie attended the 2019 ILA/NLA conference in LaVista, NE from October 2-4. We are anxious to start implementing ideas we learned from sessions on marketing, disaster planning, teen programming, reader's advisory and more.
- Jamie will attend the State Learning Circuit in Coralville on October 16.
- We have activities planned for all three days of the teacher in-service this month.
- Trunk or Treat is scheduled for Sunday, October 27 from 3-5 pm.

# Upcoming Programs: October 8

• October 31

•	October 8 & 15	ISU Extension 4:00
•	October 8	Disney Family Trivia 6:00
•	October 9	Friends of the Library Meeting 6:30
•	October 10	Sing & Shake 10:00
•	October 10	SHIIP: Welcome to Medicare 6:00
•	October 15	Adult Coloring
•	October 17	Playdates & Perks 9:00
•	October 17	Metro Waste Authority Story Time 10:00
•	October 17	DIY Wine Cork Pumpkins 6:00
•	October 21	Balloon Animals 10:00
•	October 22	Pumpkin Decorating 10:00
•	October 23	Halloweentown Movie 10:00
•	October 23	Teen Harry Potter/Marvel Trivia 1:00
•	October 24	Family Movie Night 6:00
•	October 27	Trunk or Treat 3:00

Messy Munchkins 10:00

Euchre 1:00

## **Polk City Community Library Notary Public Policy**

The Polk City Community Library adheres to the highest standards of competence and responsibility in providing notary public services.

According to the Iowa Code 2018, Section 9B.25 (8, 0), we must clearly communicate
the following, "I am not an attorney licensed to practice law in this state. I am not
allowed to draft legal records, give advice on legal matters, including immigration, or
charge a fee for those activities."

The Polk City Community Library offers Notary Public Services. The following guidelines will be followed in providing this service:

- Notary service is provided free of charge.
- This service is subject to the availability of the notary public on staff. It is recommended
  that customers seeking Notary Service call the Library prior to their visit to ensure that a
  Notary is available at that time. The Library can be reached by calling 515-984-6119.
- People seeking notary service must present valid photo identification, such as a driver's license or passport.
- Documents to be notarized must be signed in person before the notary who will certify the signature.
- The Library will not provide witnesses and witnesses may not be solicited from customers using the Library. In order to serve as a witness, the witness must personally know the person whose document is being notarized and must be able to present valid photo identification.
- Documents in any language other than English will not be notarized at this facility.
- Certain public documents cannot be copied and notarized. Examples of these are birth certificates, death certificates, and marriage certificates.
- Notaries Public in this Library shall correctly maintain a notary journal of all notarial acts they perform.
- The Notary may, at his or her discretion, decline to provide notary service.

Approved 1/8/2013 Reviewed 11/2016 Revised 9/10/2019

Jusa Amart 10/7/19

### **RESOLUTION NO. 2019-3L**

# A RESOLUTION AUTHORIZING THE SALE, DONATION OR DISPOSAL OF NON-FUNCTIONING OR OBSOLETE GAMING EQUIPMENT

WHEREAS, the Polk City Community Library has identified a Nintendo Wii, controllers and games that no longer function or are obsolete; and

WHEREAS, the Board of Trustees for the Polk City Community Library finds that it is in the best public interest to dispose of the non-functioning or obsolete items that are of no further use to the Polk City Community Library through sale, donation or destruction.

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Trustees for the Polk City Community Library in Polk City, Iowa, that the Polk City Community Library is hereby authorized to proceed with the appropriate disposal of the items through sale, donation or destruction.

**DATED** this 7<sup>th</sup> day of October, 2017.

Lisa Mart, Board President

ATTEST:

Jamie Noack, Library Director

## **RESOLUTION NO. 2019-99**

# A RESOLUTION RENEWING THE MEDICAL DIRECTOR'S CONTRACT BETWEEN THE CITY OF POLK CITY AND ALAN HEBERER, D.O.

THE CITY OF POLK CITY AND ALAN HEBERER, D.O.
<b>WHEREAS,</b> a Medical Director is required for emergency medical services by Iowa Code Chapter 147A; and
<b>WHEREAS</b> , the City Council for the City of Polk City currently has a contract with Alan Heberer to provide medical direction to the City's Emergency Medical Services; and
<b>WHEREAS</b> , the new contract will cover the period from July 1, 2019 through June 30, 2021.
<b>NOW, THEREFORE, BE IT RESOLVED,</b> the City Council of the City of Polk City, Iowa hereby renews the contract attached hereto as Exhibit "A" with Alan Heberer as a Medical Director for the City of Polk City with the responsibilities as outlined in the contract.
<b>BE IT FURTHER RESOLVED</b> that the Mayor and City Clerk are hereby authorized to sign said contract on behalf of the City of Polk City, Iowa.
PASSED AND APPROVED the 14 <sup>th</sup> day of October 2019.
Jason Morse, Mayor
ATTEST:
Jenny Gibbons, City Clerk

## City of Polk City

309 W Van Dorn Polk City, IA 50226

FFFECTIVE DATE: July 1 2019

	ELLECTIVE DATE. July 1, 2013	
nctor Heberer, D.O. NE 99 <sup>th</sup> Place ny, IA 50021	Department: Polk City Fire Department 309 W. Van Dom Street Polk City, lowa 50021	
act Period Effective: July 1 2010	Terminates: June 30, 2021**	

#### DESCRIPTION OF ITEMS CONTRACTED

Payable: Quarterly in 4 equal payments.

Contractor agrees to provide Medical Direction to the City's Emergency Medical Services as required by Iowa Code Chapter 147A.

The medical director shall be responsible for providing appropriate medical direction and overall supervision of the medical aspects of the Emergency Medical Services Department and shall ensure that those duties and responsibilities are not relinquished before a new or temporary replacement is functioning in that capacity.

The medical director's duties include, but are not limited to:

Contract Period Effective: July 1, 2019

Annual Cost: \$2,000.00

- Develop, approve and update protocols to be used by the service program.
- Develop and maintain liaisons between the service, other physicians, physician designees and the hospitals.
- Monitor and evaluate the activities of the service program and individual personal performance.
- Assess the continuing education needs of the service and service personnel and assist as needed in providing appropriate continuing education.
- Make him/herself available for individual evaluation and consultation to service personnel.
- Perform or appoint a designee to complete medical audits as required.
- Ensure maintenance of skills of service program personnel.
- Inform the medical community of the emergency medical care being provided according to approved protocols in the service program area.
- Help resolve service operational programs.

The medical director shall also:

Contrac Alan H 2504 N Anken

- Review and approve the Fire Departments immunization programs and blood borne pathogens programs.
- Attend service meetings at least semi-annually

The annual fee for above services shall be \$2,000.00 paid in four equal payments of \$500.00 quarterly. This contract shall be renegotiated every two years upon renewal of contract.

\*\*The contract shall cover the period from July 1, 2019 through June 30, 2021. The City reserves the right to extend this contract for another 24-month period if the two parties agree to such an extension.

Contractor Signature:	[XX] Approved [ ] Not Approved
	Mayor Signature:
Alan Heberer, D.O. 2504 NE 99 <sup>th</sup> Place	
Ankeny, IA 50021	Polk City, Mayor
	Fire Chief Signature:
	Fire Chief

#### **RESOLUTION NO. 2019-93**

# A RESOLUTION APPROVING A PLAT OF SURVEY FOR PARCEL NO. 2019-207 AND 2019-208

**WHEREAS**, Navrkal Property has submitted a Plat of Survey, to be known as Parcel No. 2019-207 and Parcel No. 2019-208, located within Lot 1 & Lot 2 of Conkel Estates, an official plat in the Polk County, Iowa to the City of Polk City for their approval; and

**WHEREAS**, the intent of this Survey is a land swap between the owners of Lot 1 and Lot 2 to resolve a detached garage encroachment;

**WHEREAS**, Parcel No. 2019-207 and Parcel No. 2019-208 are not independently buildable parcels in accordance with Zoning Regulations and their land will be consolidated via lot tie agreement with their respective lots; and

**WHEREAS**, the City Attorney and City Engineer has reviewed the Plat of Survey and recommend approval of same.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa, hereby approves the Plat of Survey for Parcels No. 2019-207 and No. 2019-208.

**PASSED AND APPROVED** the 14th day of October 2019.

A TOTAL COM	Jason Morse, Mayor	
ATTEST:		
Jenny Gibbons, City Clerk		

## INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIC J. MILLER
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
ERICMILLER@SNYDER-ASSOCIATES.COM PROVIDED B' SNYDER & ASSOC TY LOCATED: LOTS 1 AND 2 CONKEL ESTATES ASSOCIATES, INC. SURVEY REQUESTED BY:

AMY NAVRKAL

5250 NW 126TH AVENUE
POLK CITY, IOWA 50226 KEVIN & AMY NAVRKAL (PARCEL 2019-20 RANDALL L.NAVRKAL (PARCEL 2019-208) 5230 NW 126TH AVENUE POLK CITY,IA 50226 2019-207)

## **PLAT OF SURVEY**

## PARCEL 2019-207 DESCRIPTION

A PART OF LOT 2, CONKEL ESTATES, BEING AN OFFICIAL PLAT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°44'39" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 20.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°44'39" EAST ALONG SAID SOUTH LINE, 50.40 FEET; THENCE SOUTH 00°15'33" WEST, 6.20 FEET; THENCE NORTH 89°44'39" WEST, 50.40 FEET; THENCE NORTH 00°15'33" EAST, 6.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (312 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

## PARCEL 2019-208 DESCRIPTION

PART OF LOT 1, CONKEL ESTATES, BEING AN OFFICIAL PLAT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°44'39" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 70.50 FEET; THENCE NORTH 00°15'33" EAST, 8.00 FEET; THENCE SOUTH 89°44'39" EAST, 59.82 FEET; THENCE SOUTH 00°15'33" WEST, 8.00 FEET TO SAID SOUTH LINE, 59.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (479 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

## **NOTES**

- THE INTENT OF THIS SURVEY IS A LAND SWAP BETWEEN THE OWNERS OF LOT 1 AND OWNERS OF LOT 2 TO RESOLVE DETACHED GARAGE ENCROACHMENT.
- 2) PARCELS 2019-207 AND 2019-208 WILL BE CONSOLIDATED VIA LOT TIE AGREEMENT WITH THEIR RESPECTIVE LOTS. PARCEL 2019-207 SHALL BE PERMANENTLY TIED TO LOT 1 OF CONKEL ESTATES. PARCEL 2019-208 SHALL BE PERMANENTLY TIED TO LOT 2 OF CONKEL ESTATES.

## BASIS OF BEARING

SOUTH LINE OF SAID LOT 1 CONKEL ESTATES IS ASSUMED TO SOUTH 89°44'39" EAST FOR THE PURPOSES BEAR SURVEY.

## DATE OF SURVEY

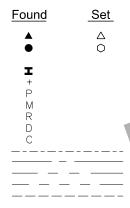
SEPTEMBER 15, 2019

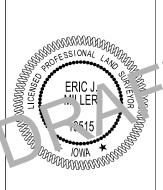
## ZONING

AG - AGRICULTURAL DISTRICT

## LEGEND

## Section Corner 1/2" Rebar, Orange Cap #19515 (Unless Otherwise Noted) ROW Rail Calculated Point Platted Distance Measured Bearing & Distance Recorded As Deed Distance Calculated Distance Centerline Section Line 1/4 Section Line 1/4 1/4 Section Line





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

Eric Miller, PLS

Date

License Number

19515

My License Renewal Date is December 31, 2020

Pages or sheets covered by this seal:

Sheet 1 and 2 of 2

# **NAVRKAL PROPERTY: 5250 NW 126TH AVENUE**

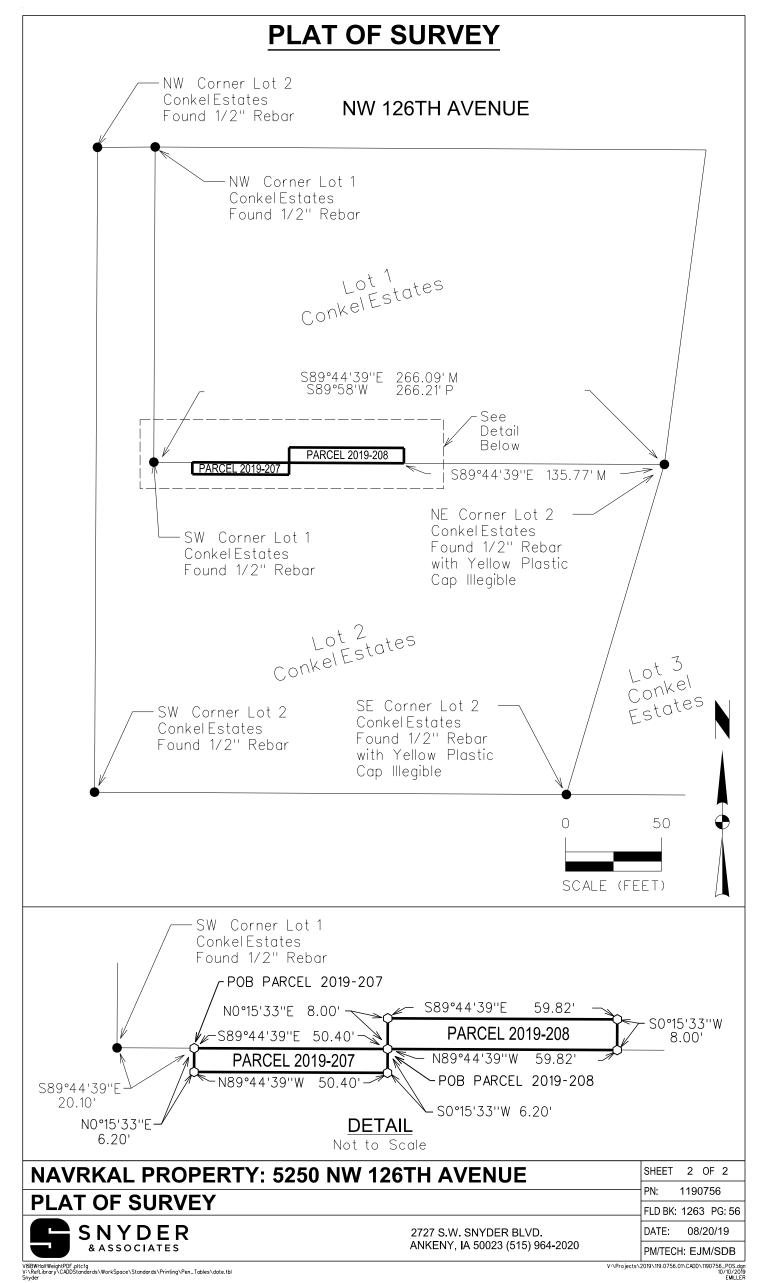
PLAT OF SURVEY SNYDER

2727 S.W. SNYDER BLVD ANKENY, IA 50023 (515) 964-2020 PN: 1190756

SHEET 1 OF 2

FLD BK: 1263 PG: 56 DATE: 08/20/19

PM/TECH E.IM/SDB 



#### **RESOLUTION NO. 2019-100**

# A RESOLUTION APPROVING AN AGREEMENT TO COMPLETE FOR THE WEST ELEMENTARY SCHOOL SITE PLAN

**WHEREAS**, the Site Plan with amendments including an area to accommodate 6 new classrooms, additional food services area and new office space, was approved by City Council on January 23, 2017.

**WHEREAS,** the Site Plan with amendments including several changes including modification to the landscaping plan, soccer fields location, paved playground location, playground equipment locations, and detention pond, was approved by City Council on October 23, 2017; and

**WHEREAS,** on August 29, 2018 a temporary commercial certificate of compliance and occupancy was issued for the property located at 1440 W Broadway Street in Polk City with special stipulations that items listed on Snyder and Associates punchlist dated August 24, 2018 would need to be completed by November 21, 2018; and

**WHEREAS,** North Polk Community School has completed all the items excepted those enumerated on the punchlist dated September 18, 2019; and

**WHEREAS,** North Polk Community School as signed an Agreement to Complete which covers their responsibility for completing the outstanding punchlist items; and

**WHEREAS**, North Polk School desires to add fencing around 4 storm drains requiring a building permit in accordance with the regulations and requirements of Polk City subject to terms and conditions of said agreement; and

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby approves the Agreement to Complete with North Polk Community School District in the form attached hereto as Exhibit "A"; and

**BE IT FURTHER RESOLVED,** that the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Polk City, Iowa

**PASSED AND APPROVED** the 14th day October 2019.

	Jason Morse, Mayor	
ATTEST:	• • • • • • • • • • • • • • • • • • •	
Jenny Gibbons, City Clerk		

## AGREEMENT TO COMPLETE WEST ELEMENTARY SCHOOL SITE PLAN

THIS AGREEMENT made and entered and between North Polk School District and the	into as of the day of, 2019 by City Council of the City of Polk City, Iowa.
WHEREAS, on October 23, 2017, the OPlan for West Elementary School; and	City of Polk City approved the Amended Site
WHEREAS, on August 24, 2018 a walk updating a punchlist for site work; and	t-thru was completed by Snyder and Associates
WHEREAS, on August 29, 2018 a temporoccupancy was issued for the property located special stipulations that items listed on Snyoccompleted by November 21, 2018; and	·
WHEREAS, on September 18, 2019 an upattached hereto as "Exhibit A"; and	pdated punchlist for site work was created and is
WHEREAS, the school is desirous to a building permit in accordance with the regulatio terms and conditions of this Agreement.	add fencing around 4 storm drains requiring a ons and requirements of Polk City subject to the
NOW, THEREFORE, for and in consideration of the mutual parties hereto do hereby agree as follows:	deration of Polk City approving said building all promises and covenants herein contained, the
updated Punchlist in accordance with Pol Drawings.	the site work listed on the September 18, 2019 k City specifications and the approved Site Plan
	fore the day of, 2019.  reto have caused this Agreement to be executed
as of the day and year first above written.	reto have eaused this rigiteement to be executed
North Polk School	CITY OF POLK CITY, IOWA
Board President, Joe Heintz	Mayor, Jason Morse
	Attest:

City Clerk, Jenny Gibbons

## Polk City: West Elementary School Site Plan PUNCH LIST

September 18, 2019

The following items shall be completed prior to issuance of a permanent certificate of occupancy.

#### Items:

- 1. Remove temporary gravel construction drive. *Provide surface restoration of disturbed area following removal.*
- 2. Provide 10 additional plantings under Landscaping Note L11, 8 of which need to be installed directly south of soccer field and 2 in the southwest corner of the property.
- 3. Provide planting along west property line that is labeled as "1 TREE WILL BE PLANTED ADJACENT TO LOT 21 UPON AGREEMENT BETWEEN SCHOOL & LOT 21 PROPERTY OWNER"
- 4. Repair erosion damage in the open field south and southeast of the soccer fields.
- 5. Provide 76 Emerald Green Arborvitae in accordance with Landscaping Note L6 along south property line.

#### NOTES:

• It is the property owner's responsibility to perpetually maintain the site, including landscaping, in conformance with the approved Site Plan.

#### **RESOLUTION NO. 2019-97**

# A RESOLUTION APPROVING THE FINAL PLAT INCLUDING AN AGREEMENT TO COMPLETE, EASEMENTS, RECORD OF LOT TIE AGREEMENTS AND WARRANTY DEED FOR BIG CREEK VALLEY PLAT 1

WHEREAS, Shive-Hattery, on behalf of Jarrod Ruckle and MJR Development, has submitted a Fina Plat, including an agreement to complete, easements, record of lot tie agreements, warranty deed and legal
documents for Big Creek Valley Plat 1; and
WHEREAS, on October 10, 2019, the Polk City Planning and Zoning Commission met an recommended approval of the Final Plat for Big Creek Valley Plat 1, subject to completion of the City Engineer' review comments and recommendations being satisfactorily addressed; and
WHEREAS the developer has completed the public improvements except for items enumerated on the

**WHEREAS**, the developer has completed the public improvements except for items enumerated on the punchlist dated October 9, 2019 and the developer has signed an Agreement to Complete which covers their responsibility for completing the outstanding punchlist items; and

**WHEREAS**, the developer has provided a Certified Check in the amount of \$8,700.00 to cover the cost of completing the public improvements with the exception of establishment of seeding, said check to be returned by the City Manager following City Council acceptance of the public improvements and the developer has paid all fees; and

**WHEREAS**, the developer has provided a Certified Check in the amount of \$7,000.00 to cover the cost of seeding, said check to be returned by the City Manager once grass is established and all fees are paid; and

**WHEREAS,** no Building Permits shall be issued for any lots within Big Creek Valley Plat 1 until such time as the public improvements have been accepted by City Council; and

**WHEREAS,** the City Engineer and City Attorney have reviewed the Final Plat and all necessary legal documents including warranty deeds, agreements, and easements 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, including Agreements, Easements and Warranty Deed for Big Creek Valley Plat 1 with the understanding that no Building Permits shall be issued for any lot until City Council has accepted the public improvements associated with said plat.

**PASSED AND APPROVED** the 14th day October 2019.

	Jason Morse, Mayor
ATTEST:	
Jenny Gibbons, City Clerk	

# AGREEMENT TO COMPLETE PUBLIC IMPROVEMENTS BIG CREEK VALLEY PLAT 1

THIS AGREEMENT made and entered into as of the 14<sup>th</sup> day of October, 2019, by and MJR Developments LLC, c/o Jarrod Ruckle, 1425 NW Hugg Drive, Polk City IA 50226; an Iowa limited liability company ("Developer") and the City of Polk City, Iowa, an Iowa municipal corporation, ("Polk City").

WHEREAS, on May 13, 2019, the City of Polk City approved the Construction Drawings for Public Improvements for Big Creek Valley Plat 1; and

WHEREAS, the Developer has submitted to Polk City the final plat entitled Big Creek Valley Plat 1 for its consideration and approval; and

WHEREAS, the Developer has substantially completed construction of the public improvements in accordance with said approved Construction Drawings for Big Creek Valley Plat 1, however certain public improvements have not yet been completed by the Developer to the satisfaction of Polk City; and

WHEREAS, Polk City is desirous of approving the final plat to expedite lots sales within said Plat 1 in accordance with the regulations and requirements of Polk City subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Polk City approving said plat and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

- 1. Developer has not yet completed the attached Punchlist dated October 9, 2019. Developer shall complete these Punchlist items (the "Improvements") in accordance with Polk City specifications and the approved Construction Drawings. All Punchlist items shall be completed and ready for Council acceptance, with the exception of the establishment of seeding and removal of tree and brush piles, before any Building Permits are issued for any lot within Big Creek Valley Plat 1 or before November 30, 2019, whichever comes first.
- 2. Developer has provided a certified check in the amount of **§ 8,700.00** to Polk City as security for the completion of the Improvements, with the exception of seeding and removal of tree and brush piles.
- 3. Developer has provided a certified check in the amount of **\$ 7,000.00** to Polk City as security for the establishment of seeding and removal of tree and brush piles.
- 4. Developer agrees that in the event Developer fails to complete the Improvements in accordance with this Agreement, upon receipt of any invoice therefor, Polk

City shall use the funds provided by the Developer to pay any and all actual costs incurred by Polk City for legal services, engineering services including construction observation, street signs, and services of other persons or entities employed by Polk City (other than Polk City staff personnel) for, or any way involved in, the review and inspection of Big Creek Valley Plat 1 and all Improvements intended for public use or benefit or to be constructed or caused to be constructed by the Developer.

- 5. Following completion of the Improvements and payment of all fees, the Public Improvements for Big Creek Valley Plat 1 shall be accepted by the City Council of Polk City. The City Manager shall return the balance of said check, with the exception of the amount designated for establishment of seeding and removal of tree and brush piles, following City Council's acceptance.
- 6. Following establishment of grass, removal of all tree and brush piles, and payment of all fees, the City Manager shall return the balance of said check designated for such work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

MJR DEVELOPMENTS, LLC	CITY OF POLK CITY, IOWA
By:	By: Jason Morse, Mayor
Name:	ATTEST:
Title:	Jenny Gibbons, City Clerk



# POLK CITY: BIG CREEK VALLEY PLAT 1 PUNCH LIST

Initial Walk-Thru & Punchlist #1: September 30, 2019 Walk-Thru & Punchlist #2: October 9, 2019

### ITEMS TO BE COMPLETED PRIOR TO ACCEPTANCE OF PUBLIC IMPROVEMENTS

#### **CONTRACTOR ITEMS**

## General:

- 1. Adjust all manholes, hydrants, and appurtenances to grade. Provide additional fill as necessary to ensure that structures are flush with adjacent grading.
- 2. Remove construction materials and debris from site. This includes all stones and rocks found during grading operations, as well as concrete washouts following installation of sidewalks.
- 3. Gaps in silt fence need to be filled in along property line to ensure storm sewer runoff does not encroach on adjacent properties.
- 4. Developer shall be responsible for mowing the access easement until public improvements are accepted. Additionally, all construction debris, downed trees, and other obstructions will need to be cleared to allow full maintenance access to the detention basin.
- 5. Remove garbage can from lots along NW Hugg Drive.

#### Sanitary Sewer:

- 6. Vacuum test all sanitary sewer manholes following installation of the I/I barriers and final grading.
- 7. For sanitary sewer manhole EX SANMH3, provide proper sanitary sewer manhole casting and lid. Additionally, repair or replace seal around SAN1.1 pipe to eliminate groundwater infiltration into manhole.

#### Storm Sewer:

- 8. Provide re-televising of all storm sewer following jetting of all storm sewer.
- 9. Backfill behind all storm sewer structures and ensure that grading is adjusted appropriately to bring all storm sewer grates and manholes to grade. This includes grading around area intakes to ensure positive drainage to intakes.
- 10. Remove and reinstall rip rap at all FES with engineering fabric underneath. Care shall be taken to ensure that rip rap is clean when reinstalled. Contractor to coordinate installation with Snyder & Associates on-site staff to allow verification of proper installation.
- 11. Remove mud from FES 1.1B. Ensure pipe ST 1.1B, ST 1.1A, and STINT 1.1A are all clear of sedimentation and debris. Install necessary erosion control measures and surface stabilization to eliminate sedimentation in all storm sewer pipes.

#### Water Main:

12. Flow test fire hydrant at approximate Sta. 101+00. Hydrant did not have water flowing to it at second walkthrough and will require retesting following corrections.

- 13. Straighten all valve boxes. Additionally, raise all valve boxes such that they sit above the adjacent back of curb. This item includes the installation of valve extension boxes on two (2) valves in the SW quadrant of the NW Hugg Drive and Timber Valley Drive intersection.
- 14. Straighten the existing hydrant that became misaligned due to construction of these improvements. This item could not be confirmed as complete due to construction traffic in the area.

### **Grading:**

- 15. Complete backfilling of all curbs to the top of curb. Remove straw as necessary prior to backfilling operations.
- 16. Backfill adjacent to sidewalks and sidewalk ramps, once paved.
- 17. Complete final grading operations. This item includes grading around all service markers to ensure grading complies with approved construction drawings.
- 18. Adjust grading to address various areas of standing water.
- 19. Adjust final grading off the end of the pavement along Timber Valley Drive to ensure a smoother transition into Outlot Z. Specifically, smooth grading to match pavement elevations at both curbs.
- 20. Smooth grading transition along south side of NW Hugg Drive to ease transition off of roadway surface. Additionally, install compacted granular shoulder at intersection of Hugg Drive and Timber Valley Drive to ensure long term stability.

#### Paving:

- 21. Install all ADA ramps, lowered sidewalk portions, and sidewalk along TCI property. This item includes construction of the relocated cart path.
- 22. Remove plastic wrapping from all truncated domes.
- 23. Pave cluster mailbox pads with 4' wide sidewalk leg extending to future public sidewalk (5' from property line).
- 24. Clean all joints and add sealant that were previously under haul road. This area spans the entire roadway width and an approximate length of 5 panels along the cul-de-sac approach.
- 25. Clear all mud, straw, gravel, and all other construction debris from the streets.
- 26. Confirm cul-de-sac bulb drains properly to intake, flow test if necessary. Make repairs, if required, as directed by Deb Beck.
- 27. Due to pavement thickness deficiency found at Core Location #7, two additional pavement thickness cores shall be required per SUDAS Section 7010 3.07D. The pavement lot shall be defined as approximately 160' south of Core Location #7 along Timber Valley Drive to approximately 160' north of Core Location #7 along Timber Valley Drive. The two additional cores shall be taken at random locations as determined by Snyder & Associates staff. Please coordinate with Deb Beck and Greg Schaefer to complete coring operations.
- 28. Pave sidewalk ramps, use gray domes for sidewalks and red domes for cart path crossing.

29. Pursuant to a pavement "rideability" test to be conducted the Polk City Police Department; based on a drive through at the 30 mph design speed; repair or replace pavement as necessary to meet SUDAS.

#### ENGINEERING ITEMS

- 30. Provide revised as-built Record Drawings as necessary to reflect final grading of swales, grading around area intakes, and any other repairs necessary following completion of the above punchlist items. Utility elevations and flowlines appear to be in order on the record drawings submitted on October 9, 2019.
- 31. Provide a second set of as-built Record Drawings in the spring, covering all items that were not completed at the time the public improvements are accepted.
- 32. Provide CADD file of all public improvements so improvements can be added to Polk City's GIS database.
- 33. Provide a cost opinion for completion of the outstanding punchlist items at the time the Agreement to Complete is prepared.

#### **DEVELOPER ITEMS**

- 34. Contact Kathleen for punch list update when all contractor items have been addressed. (\$200 fee per update required.
- 35. Provide a signed contract for installation of street lights.
- 36. Reimburse City for cost of all street signs.
- 37. Engineering review fees must be paid in full.

## ITEMS TO BE COMPLETED PRIOR TO FINAL ACCEPTANCE

- 38. The developer shall be responsible for providing permanent seeding, and reseeding as necessary, following completion of all punchlist items.
- 39. Remove all downed trees, rocks, and other construction debris that is currently located on Outlot Z.



## FINAL PLAT REVIEW

Date: October 8, 2019 Compiled by: Kathleen Connor Project: Big Creek Valley Plat 1 Project No.: 118.0975.01

## **GENERAL INFORMATION:**

Applicant: MJR Developments LLC.

Request: Approval of Final Plat

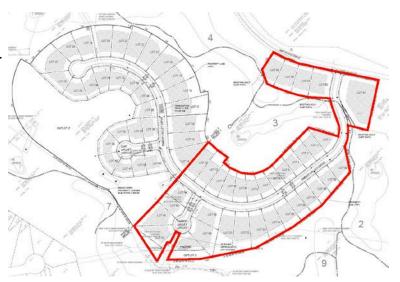
Location: South of Hugg Drive

Size: 44.20 Acres

Zoning: P.U.D.

Proposed use: 35 SF lots

1 Outlot



## **BACKGROUND & DECSRIPTION:**

The subject parcel (outlined in red above) represents the first phase of development of the Big Creek Valley subdivision. The plat 35 single family lots and is consistent with the PUD Ordinance and approved Preliminary Plat. Big Creek Valley was originally platted as a part of Tournament Club of Iowa. The park land dedication was therefore fulfilled by the golf course, per agreement.

The public improvements include paving of Timber Valley Drive and Timber Valley Court and the associated water main, sanitary sewer, storm sewer and services. The improvements also include Phase 1 construction of the detention basins located on Outlot Z. The Storm Water Management Facility, including detention basins, will be maintained by the Homeowners Association. (HOA) The developer may construct monument signs within easements on Lots 31 and 32; these signs and any associated lighting and landscaping, will also be maintained by the HOA.

At this time, the developer is requesting Final Plat approval in order to begin selling lots in time for home construction to begin this fall. The developer has signed an Agreement to Complete all outstanding punchlist items prior to issuance of any Building Permits in this plat, with the exception of seeding and removal of tree and brush piles which will be completed this fall, weather permitting, or next spring.

### FINAL PLAT REVIEW COMMENTS:

- A. **Final Plat Drawing**. Based on our review of the revised submittal we offer the following comments:
  - 1. All review comments on the Final Plat Drawing have been addressed.

- 2. Prior to the Final Plat moving forward to City Council, all legal descriptions will need to be revised per prior comments and incorporated into the Easement documents.
- A. **Legal Documents**. Prior to City Council consideration of this Final Plat, all legal documents, shall be reviewed and approved by the City Attorney prior to this item being placed on the Council agenda. These documents include:
  - a. *Easement documents* for all public and private easements shown on the Final Plat, revised per the City Attorney's comments:
    - i. Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement
    - ii. Monument Sign Easement
    - iii. Overland Flowage Easement
    - iv. Public Private Irrigation Easement
    - v. Public Sanitary Sewer Easement
    - vi. Public Storm Sewer Easement
    - vii. Public Storm Sewer and Overland Flowage Easement
    - viii. Public Water Main Easement
    - ix. Recreational Trail Easement
    - x. Temporary Snow Removal Easement
    - xi. Public P.U.E.s on east and west side of Timber Valley Drive, signed by Enebeck
    - xii. P.U.E. for Midland Power's service line to the city's lift station, signed by Midland Power and Enebeck
  - b. *Record of Lot Tie Agreements*, permanently tying Outlot Y to Lot 18 and Outlots U-X to Lots 24-21.
  - c. Covenants and Homeowners Association, required since the HOA will be responsible for maintenance of the Storm Water Management Facility as well as maintenance of the monument signs and associated lighting or landscaping, if any.
  - d. *Platting legal documents* including Title Opinion, Consent(s) to Plat, and Certificate of Treasurer.
  - e. A *Warranty Deed* for dedication of Lots A, B, and C (Street) along with Groundwater Hazard Statement.
  - f. *Contract with Midland Power Cooperative* for streetlights and the electrical distribution system.
- **B. Public Improvements Construction.** The construction of the public improvements is not yet complete. The punchlist will be updated on October 9<sup>th</sup>, prior to this Final Plat moving forward to City Council. The developer is required to sign an Agreement to Complete and provide checks to cover the cost of completion of any outstanding punchlist items. No Building Permits shall be issued for any single family home within this plat until such time as the public improvements have been accepted by City Council, with the exception of seeding and tree and brush removal which will be completed no later than next spring. The developer's contractors have already provided the required four-year Maintenance bonds for the public improvements. The

Big Creek Valley Plat 1 Final Plat October 8, 2019 Page 3 of 3

developer's engineer/surveyor will need to certify that all property corners have been set and provide as-built Record Drawings.

## **RECOMMENDATION:**

Based on the foregoing, staff will recommend P&Z approval of the Final Plat for Big Creek Valley Plat 1, subject to the following:

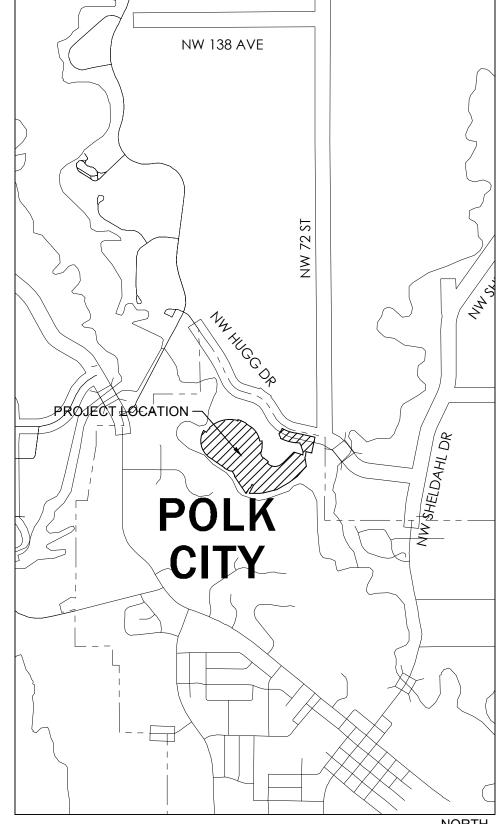
- 1. City Council approval of an Agreement to Complete the outstanding punchlist items, including the developer's provision of checks as security, prior to Council action on the Final Plat.
- 2. No Building Permits shall be issued for Lots 1 through 35 until the public improvements have been accepted by City Council.
- 3. All legal documents, including off-site and on-site easements, with revised legal descriptions shall be provided for review and approval by the City Attorney.
- 4. Payment in full of all fees to the City Finance Director.

SURVEYOR SURVEY SHIVE-HATTERY 4125 WESTOWN PARKWAY, SUITE 100 COMPANY

WEST DES MOINES, IA 50266

# FINAL PLAT - BIG CREEK VALLEY PLAT 1

# POLK CITY, IOWA



# VICINITY MAP 1" = 2000'

SURVEYOR

SHIVE-HATTERY, INC.

PHONE: 515-223-8104

ATTN: MURRAY BERTING

WEST DES MOINES, IA 50266

4125 WESTOWN PARKWAY, SUITE 100

EMAIL: MBERTING@SHIVE-HATTERY.COM

# DEVELOPER

MJR DEVELOPMENTS LLC ATTN: JARROD RUCKLE 1425 NW HUGG DRIVE POLK CITY, IOWA 50226 EMAIL: JARROD@MJRIOWA.COM PHONE: 515-419-2462

## PROPERTY OWNER

MJR DEVELOPMENTS LLC ATTN: JARROD RUCKLE 1425 NW HUGG DRIVE POLK CITY, IOWA 50226 EMAIL: JARROD@MJRIOWA.COM PHONE: 515-419-2462

PROPERTY ADDRESSES				
OT 1	911 TIMBER VALLEY DRIVE	LOT 25	1040 TIMBER VALLEY DRIVE	
OT 2	921 TIMBER VALLEY DRIVE	LOT 26	1030 TIMBER VALLEY DRIVE	
OT 3	1001 TIMBER VALLEY DRIVE	LOT 27	1020 TIMBER VALLEY DRIVE	
OT 4	1011 TIMBER VALLEY DRIVE	LOT 28	1010 TIMBER VALLEY DRIVE	
OT 5	1021 TIMBER VALLEY DRIVE	LOT 29	922 TIMBER VALLEY DRIVE	
OT 6	1031 TIMBER VALLEY DRIVE	LOT 30	912 TIMBER VALLEY DRIVE	
OT 7	1041 TIMBER VALLEY DRIVE	LOT 31	900 NW HUGG DRIVE	
OT 8	1101 TIMBER VALLEY DRIVE	LOT 32	1002 NW HUGG DRIVE	
OT 9	1111 TIMBER VALLEY DRIVE	LOT 33	1004 NW HUGG DRIVE	
OT 10	1121 TIMBER VALLEY DRIVE	LOT 34	1006 NW HUGG DRIVE	
OT 11	1131 TIMBER VALLEY DRIVE	LOT 35	1008 NW HUGG DRIVE	
OT 12	1201 TIMBER VALLEY DRIVE			
OT 13	1211 TIMBER VALLEY DRIVE			
OT 14	1210 TIMBER VALLEY DRIVE			
	OR 1040 TIMBER VALLEY CIRCLE			
OT 15	1030 TIMBER VALLEY CIRCLE			
OT 16	1020 TIMBER VALLEY CIRCLE			

1010 TIMBER VALLEY CIRCLE

1001 TIMBER VALLEY CIRCLE

1011 TIMBER VALLEY CIRCLE

1031 TIMBER VALLEY CIRCLE

1120 TIMBER VALLEY DRIVE

1110 TIMBER VALLEY DRIVE

1100 TIMBER VALLEY DRIVE 1050 TIMBER VALLEY DRIVE

OR 1130 TIMBER VALLEY DRIVE

## **BENCHMARKS**

PROJECT MAP

1" = 300'

446.46' S OF NW CORNER OF PARCEL 'B', MAG NAIL AT PC OF CENTERLINE CURVE ELEVATION = 934.93 (NAVD 88)

OUTLOT X —

LOT B —

OUTLOT Y -

ZONING	
PUD - PLANNED UNIT DEVELOPMENT	
AREA	

OUTLOT Z

# MINIMUM BULK REGULATION

└─ OUTLOT V

**NORTH** 

└ OUTLOT W

FRONT YARD - 35' REAR YARD - 35' SIDE YARD - 8' MINIMUM LOT WIDTH - 80' MINIMUM LOT AREA - 10,000 SF

44.20 AC

LEGEND	
•	FOUND PROPERTY CORNER (AS NOTED)
0	SET PROPERTY CORNER (5/8" ROD W/ YELLOW CAP #1314
<b>A</b>	FOUND SECTION CORNER MONUMENT (AS NOTED)
•	FOUND MAG NAIL
	PROPERTY BOUNDARY LINE
	SECTION CORNER LINE
	ADJACENT PROPERTY LINE
	RIGHT-OF-WAY LINE
	LOT LINES
XXX.XX' (M)	MEASURED BEARING AND DISTANCE
XXX.XX' (P)	PLATTED BEARING AND DISTANCE
MOE=920.00	MINIMUM OPENING ELEVATION

## LEGAL DESCRIPTION

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

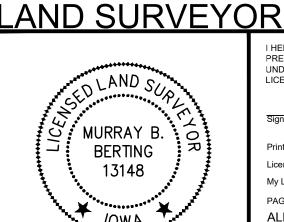
BEGINNING AT THE NORTHWEST CORNER OF THE PORTION OF SAID OUTLOT 'F' ADJACENT TO NW HUGG DRIVE: THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF NW HUGG DRIVE, ALONG A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 741.85 FEET, A DISTANCE OF 283.83 FEET, WHOSE CHORD BEARS S 69°58'29" E. 282.10 FEET:

- THENCE S 77°52'31" E, A DISTANCE OF 427.82 FEET;
- THENCE S 12°23'17" W, A DISTANCE OF 329.14 FEET THENCE N 77°47'22" W, A DISTANCE OF 125.11 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 240.00
- THENCE ALONG SAID CURVE A DISTANCE OF 128.63 FEET, WHOSE CHORD BEARS S 09°05'15" W, 127.10 FEET; THENCE S 09°18'03" E, A DISTANCE OF 180.65 FEET;
- THENCE S 41°14'02" W, A DISTANCE OF 282.28 FEET;
- THENCE S 52°41'02" W, A DISTANCE OF 229.27 FEET;
- THENCE S 60°56'31" W, A DISTANCE OF 280.39 FEET;
- THENCE S 76°59'46" W, A DISTANCE OF 286.66 FEET;
- THENCE S 81°58'46" W, A DISTANCE OF 73.90 FEET;
- THENCE N 27°03'38" E, A DISTANCE OF 191.73 FEET TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF
- THENCE ALONG SAID CURVE A DISTANCE OF 34.75 FEET, WHOSE CHORD BEARS N 65°03'01" W, 34.27 FEET;
- THENCE S 27°03'38" W, A DISTANCE OF 84.53 FEET;
- THENCE S 89°55'17" W, A DISTANCE OF 22.47 FEET;
- THENCE S 88°56'00" W, A DISTANCE OF 8.34 FEET; THENCE N 34°16'45" W, A DISTANCE OF 436.88 FEET
- THENCE N 55°43'15" E, A DISTANCE OF 20.00 FEET;
- THENCE N 34°16'45" W, A DISTANCE OF 120.00 FEET
- THENCE S 55°43'15" W. A DISTANCE OF 20.00 FEET TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 495.00
- THENCE ALONG SAID CURVE A DISTANCE OF 151.67 FEET, WHOSE CHORD BEARS N 63°10'04" W, 151.08 FEET;
- THENCE ALONG SAID CURVE A DISTANCE OF 621.65 FEET, WHOSE CHORD BEARS N 11°59'15" W, 566.44 FEET; THENCE S 59°35'04" E, A DISTANCE OF 70.00 FEET TO A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF
- THENCE ALONG SAID CURVE A DISTANCE OF 92.30 FEET, WHOSE CHORD BEARS N 37°58'11" E, 92.03; THENCE N 45°31'27" E, A DISTANCE OF 17.20 FEET TO CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 600.00
- THENCE ALONG SAID CURVE A DISTANCE OF 627.33 FEET, WHOSE CHORD BEARS N 75°28'37" E, 599.14 FEET; THENCE N 15°25'47" E. A DISTANCE OF 20.00 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF
- THENCE ALONG SAID CURVE A DISTANCE OF 201.42 FEET, WHOSE CHORD BEARS S 65°15'48" E, 200.54 FEET; THENCE S 55°57'25" E, A DISTANCE OF 103.68 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF
- THENCE ALONG SAID CURVE A DISTANCE OF 356.75 FEET, WHOSE CHORD BEARS S 31°37'24" E, 346.12 FEET; THENCE N 82°42'36" E, A DISTANCE OF 50.00 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 470.00
- THENCE ALONG SAID CURVE A DISTANCE OF 137.47 FEET, WHOSE CHORD BEARS S 01°05'22" W, 136.98 FEET; THENCE S 09°28'08" W, A DISTANCE OF 95.48 FEET TO A CURVE CONCAVE EASTERLY WITH A RADIUS OF 130.00
- FEET;
- THENCE ALONG SAID CURVE A DISTANCE OF 140.84 FEET, WHOSE CHORD BEARS S 21°34'00" E, 134.05 FEET; THENCE S 52°36'09" E, A DISTANCE OF 125.36 FEET;
- THENCE S 37°23'51" W, A DISTANCE OF 40.00 FEET;
- THENCE S 52°36'09" E, A DISTANCE OF 47.64 FEET TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 210.00
- THENCE ALONG SAID CURVE A DISTANCE OF 302.11 FEET, WHOSE CHORD BEARS N 86°11'02" E, 276.72 FEET: THENCE N 44°58'13" E, A DISTANCE OF 337.19 FEET;
- THENCE S 72°47'06" E, A DISTANCE OF 197.68 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 180.00

THENCE ALONG SAID CURVE A DISTANCE OF 106.94 FEET, WHOSE CHORD BEARS N 02°45'56" W, 105.38 FEET;

- THENCE N 19°47'02" W, A DISTANCE OF 121.20 FEET TO A CURVE CONCAVE EASTERLY WITH A RADIUS OF 180.00 THENCE ALONG SAID CURVE A DISTANCE OF 27.80 FEET, WHOSE CHORD BEARS N 15°21'35" W, 27.77 FEET;
- THENCE N 84°57'18" W, A DISTANCE OF 146.45 FEET TO A CURVE CONCAVE NORTHERLY WITH A RADIUS OF
- THENCE ALONG SAID CURVE A DISTANCE OF 273.68 FEET, WHOSE CHORD BEARS N 72°12'24" W, 272.71 FEET; THENCE N 19°12'38" W, A DISTANCE OF 104.04 FEET;
- THENCE N 30°59'09" E, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING.
- CONTAINING 44.200 ACRES (1,925,645 SQUARE FEET) MORE OR LESS.

# CITY APPROVAL



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME O UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MURRAY B. BERTING Printed or typed name: License Number: My License Renewal Date is: DECEMBER 31, 2020

PAGES. SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS

THIS SPACE RESERVED FOR RECORDER'S USE

1. OUTLOT U SHALL BE PERMANENTLY TIED TO LOT 24.

2. OUTLOT V SHALL BE PERMANENTLY TIED TO LOT 23.

3. OUTLOT W SHALL BE PERMANENTLY TIED TO LOT 22.

4. OUTLOT X SHALL BE PERMANENTLY TIED TO LOT 21.

5. OUTLOT Y SHALL BE PERMANENTLY TIED TO LOT 18

EASEMENTS WITHOUT OUTLOT Z.

SHALL APPLY TO LOTS 1-35.

6. THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE DRAINAGE

EMBANKMENTS, INCLUDING REPAIR OF ANY DAMAGE DUE TO EROSION, WITHIN ALL DETENTION BASIN EASEMENTS. OVERLAND FLOWAGE EASEMENTS OR PRIVATE YARDS

MAINTENANCE OF ALL EMBANKMENTS, INCLUDING REPAIR OF ANY DAMAGE DUE TO

RESPONSIBLE FOR MAINTAINING ANY MONUMENT SIGNS AND ASSOCIATED LIGHTING

13. LOTS A, B, AND C SHALL BE DEDICATED TO THE CITY OF POLK CITY FOR PUBLIC STREET

14. THE MINIMUM OPENING ELEVATION (M.O.E.) SHALL BE THE ELEVATION OF THE LOWEST

AN ELEVATION CERTIFICATE WILL NEED TO BE PROVIDED TO THE CITY PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY ON ALL LOTS WITH A DESIGNATED M.O.E.

15. THE MINIMUM BASEMENT ELEVATION (M.B.E.) SHALL BE THE ELEVATION OF THE LOWEST

OR M.B.E. TO DEMONSTRATE PROTECTION ELEVATION REQUIREMENTS HAVE BEEN MET

17. ALL GENERAL REGULATIONS, PERFORMANCE STANDARDS, AND PROVISIONS SET FORTH

MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT MAINTENANCE

19. NO MONUMENT SIGN SHALL BE CONSTRUCTED WITHIN THE EASEMENTS ON LOTS 31 AND

\$3000.00 IN ADDITION TO THE STANDARD BUILDING PERMIT FEES IN ACCORDANCE WITH

THE AMENDMENT TO DEVELOPMENT AGREEMENT RECORDED ON APRIL 16, 2010 IN BOOK

13412, PAGE 182, PROVIDED SAID BUILDING PERMIT IS APPLIED FOR PRIOR TO THE DATE

IN CHAPTER 169.05 FOR THE R-1 SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT

18. THE PRIVATE STORM WATER MANAGEMENT FACILITY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE STORM WATER AND

20. IN CONJUNCTION WITH THE BUILDING PERMIT APPLICATION FOR EACH LOT. THE PROPERTY OWNER SHALL PAY THE CITY OF POLK CITY A FEE IN THE AMOUNT OF

THE TAX INCREMENT FINANCING EXPIRES FOR BIG CREEK VALLEY PLAT 1 AS

32 WITHOUT PRIOR APPROVAL FROM THE CITY OF POLK CITY.

DETERMINED BY THE POLK COUNTY ASSESSOR.

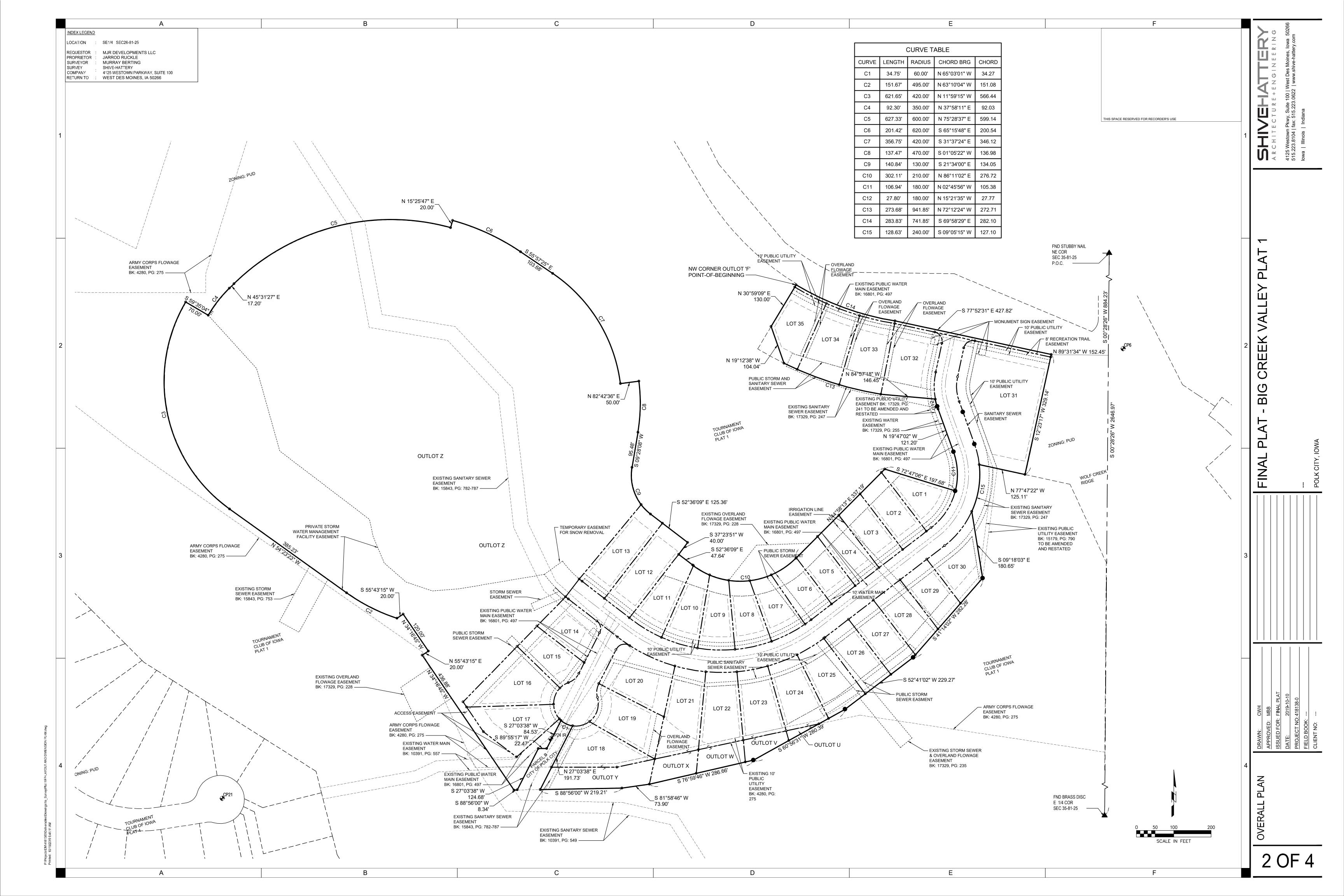
AND LANDSCAPING LOCATED WITHIN THESE EASEMENTS

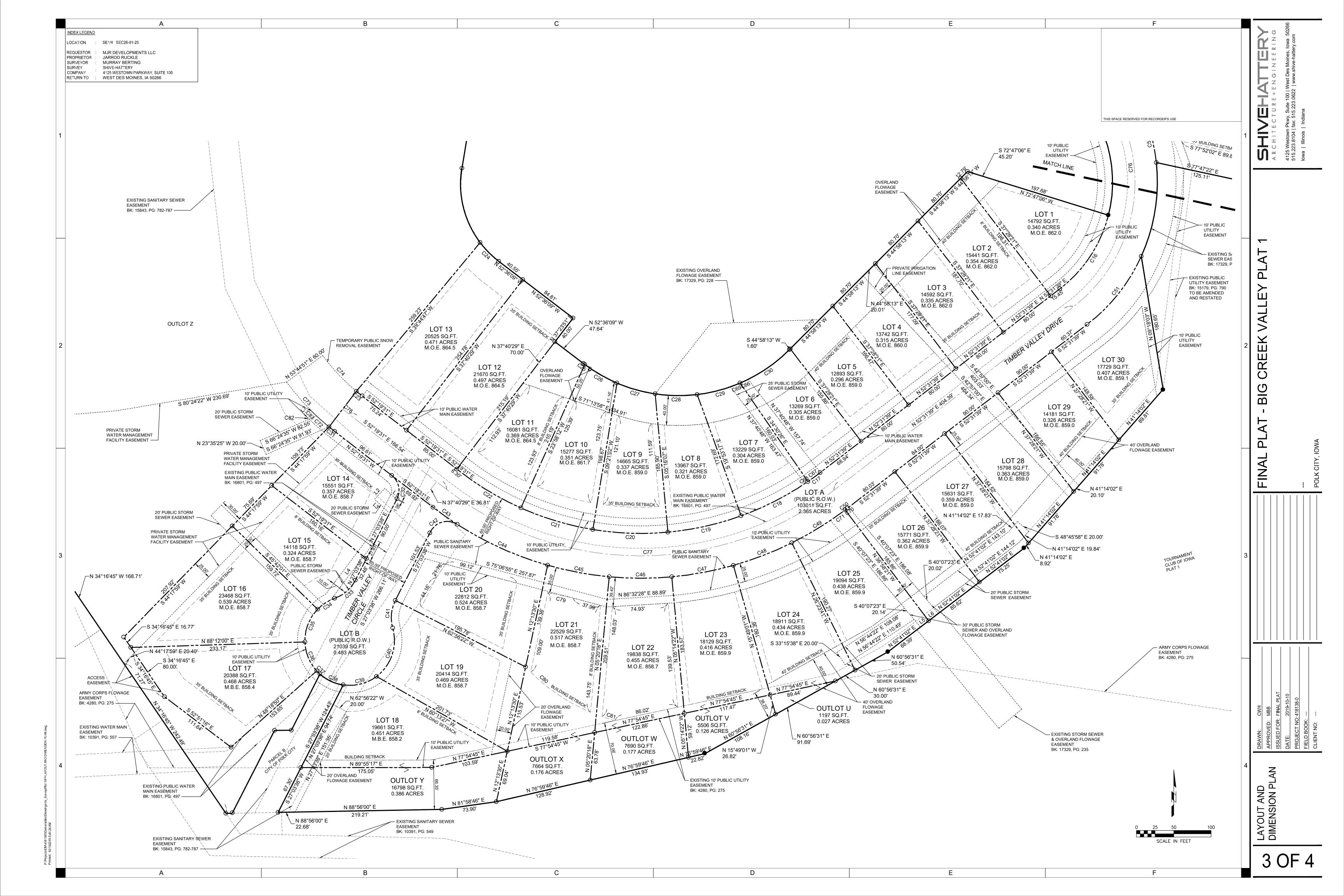
AN ESTABLISHED HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR

EROSION, WITHIN ALL DETENTION BASIN EASEMENTS OR OVERLAND FLOWAGE

9. NO LOT WITHIN THIS PLAT SHALL BE PERMITTED TO HAVE AN INDIVIDUAL MAILBOX.

SH







CURVE TABLE								
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD				
C61	114.73'	941.85'	S 77°02'29" E	114.66				
C62	119.48'	941.85'	S 69°55'02" E	119.40				
C63	39.46'	941.85'	S 65°04'58" E	39.46				
C64	30.24'	941.85'	S 65°21'47" E	30.24				
C65	23.22'	180.00'	S 07°14'26" E	23.20				
C66	11.82'	210.00'	N 65°13'22" E	11.82				
C67	20.44'	395.00'	S 54°00'36" W	20.44				
C68	4.63'	395.00'	S 55°49'44" W	4.63				
C69	14.06'	210.00'	N 68°45'11" E	14.06				
C70	6.02'	689.21'	N 52°41'33" E	6.02				
C71	24.07'	455.00'	N 54°32'36" E	24.07				
C72	22.06'	330.00'	N 48°42'46" W	22.06				
C73	82.80'	330.00'	S 43°26'25" E	82.58				
C74	67.74'	270.00'	S 43°26'25" E	67.57				
C75	83.64'	150.00'	N 03°48'33" W	82.56				
C76	265.03'	210.00'	N 16°22'19" E	247.79				
C77	557.42'	425.00'	S 89°53'56" E	518.31				
C78	9.75'	300.00'	S 51°23'38" E	9.75				
C79	34.66'	490.00'	N 77°18'40" W	34.66				
C80	97.31'	250.00'	S 56°04'11" E	96.70				
C81	17.98'	250.00'	S 73°05'17" E	17.98				
C82	36.02'	340.00'	N 47°27'11" W	36.00				
C83	35.77'	330.00'	S 47°31'24" E	35.75				

CREEK

#### **RESOLUTION NO. 2019-95**

# A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 7 (FINAL RETAINAGE RELEASE) FOR THE 2018 POLK CITY PARKS IMPROVEMENT PROJECT

- **WHEREAS,** the City of Polk City, City Council, approved construction for the 2018 Parks Improvement project on April 23, 2018; and
- **WHEREAS**, the City Council awarded the construction contract for said project to Concrete Connection, LLC of Johnston, Iowa; and
- **WHEREAS**, on April 23, 2018 the City Council approved the contract for the construction of the 2018 Parks Improvement project with Concrete Connections, LLC n in the amount of \$254,780; and
- **WHEREAS,** on September 24, 2018 City Council approved Change Order No. 1 in the amount of \$1,633.50 bringing the total contract to the amount of \$256,413.50; and
- **WHEREAS,** on March 11th, 2019 City Council approved Change Order No. 2 in the amount of \$1,375 bringing the total contract to the amount of \$257,788.50; and
- **WHEREAS,** on June 25, 2018 City Council approved Resolution 2018-75 Partial Payment No. 1 in the amount of \$24,655.40; and
- **WHEREAS,** on July 23, 2018 City Council approved Resolution 2018-84 Partial Payment No. 2 in the amount of \$124,241.66; and
- **WHEREAS,** on August 27, 2018 City Council approved Resolution 2018-92 Partial Payment No. 3 in the amount of \$41,151.63; and
- **WHEREAS,** on September 24, 2018 City Council approved Resolution 2018-108 Partial Payment No. 4 in the amount of \$26,799.50; and
- **WHEREAS,** on November 12, 2018 City Council approved Resolution 2018-133 Partial Payment No. 5 in the amount of \$26,744.63; and
- **WHEREAS,** on March 11, 2019 City Council approved Resolution 2019-18 Partial Payment No. 6 in the amount of \$11,538.68; and
- **WHEREAS,** Concrete Connection, LLC and the City Engineer have submitted the Application for Partial Payment No. 7 (Final, Release of Retainage) giving a detailed estimate of work completed with an application for payment in the amount of \$2,657.00.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 7 (Final, Release of Retainage) for the 2018 Parks Improvement Project and the Finance Officer is hereby authorized to issue a check to Concrete Connection, LLC in the amount of \$2,657.00.

**PASSED AND APPROVED** the 14<sup>th</sup> day of October 2019.

	Jason Morse, Mayor
ATTEST:	
Jenny Gibbons, City Clerk	



September 3, 2019

Mike Shulte City of Polk City Public Works 112 3<sup>rd</sup> Street Polk City, IA 50226-0426

RE:

2018 POLK CITY PARK IMPROVEMENTS

APPLICATION FOR FINAL RELEASE OF RETAINAGE

Dear Mike:

Please find the attached final pay application regarding the above-referenced project for your review and approval. Concrete Connection has completed the installation of the project improvements, including the area intakes, according to the attached documentation, has completed all punch-list items, and has requested the release of the remaining retained project funds, equaling \$2,657.00.

Upon review of the final work this spring and summer, Snyder & Associates recommends approval of the Application for Final Release of Retainage in the amount of \$2,657.00. Please feel free to contact our office should you have any questions.

Sincerely,

SNYDER & ASSOCIATES, INC.

Tim West, PLA

Enclosures

# APPLICATION FOR FINAL RELEASE OF RETAINAGE

	PROJECT: 2018 Polk City Park Improve OWNER: City of Polk City CONTRACTOR: Concrete Connection ADDRESS: 5170 NW Beaver Drive Johnston, IA 50131 DATE: September 3, 2019	ments		S&A PROJECT NO.: PAYMENT PERIOD:	117.0954 Close Out	
1.	CONTRACT SUMMARY:					
	Original Contract Amount:	\$	254,780.00	CONTRACT PERIOD: WORK	ING DAYS	
	Net Change by Change Order:	***************************************	\$3,008.50	Original Contract Date:	April 23, 2018	
	Contract Amount to Date:	\$	257,788.50	Substantial Completion:		
2.	WORK SUMMARY:			Final Completion:	August 31, 2018	
	Total Work Performed to Date:	\$	257,788.50	Added by Change Order:	0	
	Retainage:		\$0.00	Contract Time to Date:	0	
	Total Earned Less Retainage:	\$	257,788.50			
	Total Previous Payments		\$24,655.40 \$124,241.66 \$41,151.63 \$26,799.50 \$26,744.63 \$11,538.68	Pay App 2 Pay App 3 Pay App 4 Pay App 6		
	AMOUNT DUE THIS APPLICATION:	\$	2,657.00	=		
3.	CONTRACTOR'S CERTIFICAT The undersigned CONTRACTOR certifies the (1) all previous progress payments received f discharge in full all obligations of CONTRACT (2) title to all materials and equipment incorpor of all liens, claims, security interests and encore	it: rom OV OR inc orated in	VNER on acco urred in conno n said Work o	action with the Work covered by prior A	oplications for	
	Concrete Connectio	n	/	- <i>f</i>		
	By David AURACTOR	Λ		DATE: 10/7/19		
4.	ENGINEER'S APPROVAL: Payment of the above AMOUNT DUE THIS A	.PPLIC	ATION is reco	mmended:		
	Sinyder & Associates, ENGINEER			DATE: 10/7/19 ·		
5.	OWNER'S APPROVAL					
	City of Polk City OWNER	· • · · · · · · · · · · · · · · · · · ·		-		
	Ву	<del></del>	- distriction (Section 14 Ac. )	DATE:		

				CC	ONTRACT I	TEN	MS .		COMPLETED WO	ORK	
TEM	DESCRIPTION	QTY	UNIT	UNI	T PRICE	T	OTAL PRICE	QTY COMP.	% COMPLETE		OUNT COMP
MAN.	BASE BID IMPROVEMENTS		學學學		<b>对源深圳公</b> 订				Ligated Manager	142	经加盟基的的
	Mobilization and Tree Protection	1	LS	\$	13,980.00	\$	13,980.00	1	100%	\$	13,980.0
~	Earthwork	1	L8	\$	27,355.00	\$	27,355,00	1	100%	\$	27,355.0
~~~~	Water Services	1	LS	\$	24,625.00	\$	24,625.00	1	100%	\$	24,625.0
	Electrical Service	1	LS	\$	18,700.00	\$	18,700.00	1	100%	\$	18,700,0
	Storm Sewer	1	LS	\$	14,675.00	\$	14,675,00	1	100%	\$	14,675.0
6	PCC Pavement	1	LS	\$	84,455,00	\$	84,455.00	1	100%	\$	84,455,0
. 7	Granular Parking	1	LS	\$	6,255.00	\$	6,255.00	1	100%	8	6,255,0
	Site Equipment	1	L8	\$	6,000.00	\$	6,000,00	1	100%	\$	6,000,0
8	Open Shelter	1	LS	\$	37,235.00	\$	37,235,00	1	100%	\$	37,235,0
10	Seeding and Restoration	1	LS	\$	21,500.00	\$	21,500,00	1	100%	\$	21,600,0
		TOTAL (	ORIGINAL	CON	TRACT:	\$	254,780,00			\$	254,780.0
					···	Г				<u> </u>	#0 1/1 O 010
	CHANGE ORDERS	No.	14.14		Average by		11.2 (45) 1491	ARCHITECTO	170 310 378 601		
1	Electrical Conductors and Outlets	1	LS	S	1,633,50		1,633,50	1,00	100%	\$	1,633,
2	Install Two Riser Intakes	1	LS	\$	1.375.00		1,375,00	1,00	100%	\$	1,375.
3		1	LS	<del></del>		\$	1,010,00	1,00	0%	\$	1,070.
		TOTAL	CONTRAC	77.		8	257.788.50		570	6	257 700

#### **RESOLUTION NO. 2019-96**

# A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 11 (FINAL RETAINAGE RELEASE) 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 \$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**, on August 26, 2019 the City Council approved a partial payment No. 9 in the amount of \$4,058.17; and
- **WHEREAS**, on September 10, 2019 the City Council approved a partial payment No. 10 (Sub-Final, with Retainage Held) in the amount of \$0; and
- **WHEREAS,** Absolute Concrete and the City Engineer have submitted the Application for Partial Payment No. 11 (Final, Retainage Release) in the amount of \$11,102.05 giving a detailed estimate of work completed and providing for liquidated damages in the amount of \$3000.00 as a deduction to the contract; and
- **NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby approves the Application for Payment No. 11 (Final, Retainage Release) for the Davis Street Reconstruction Project in the amount of 11,102.05 and providing for liquidated damages in the amount of \$3000.00 as a deduction to the contract.

**PASSED AND APPROVED** the 14<sup>th</sup> day of October 2019.

	Jason Morse, Mayor
ATTEST:	
Jenny Gibbons, City Clerk	



October 14, 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. 11 (FINAL - RETAINAGE RELEASE) DAVIS STREET RECONSTRUCTION PROJECT

Dear Honorable Mayor and City Council:

Please find the attached Partial Payment Application No. 11 (Final - Retainage Release) for the Davis Street Reconstruction Project. The Contractor has fulfilled all requirements of the contract, including providing of the completed Sales Use Tax Forms. These forms were provided to Lindsey Huber via email on September 9, 2019.

The final Contract amount is \$870,496.79. This final payment application releases the project retainage of \$14,102.05, less the \$3,000.00 in liquidated damages, bringing the final retainage release to \$11,102.05.

We recommend payment of \$11,102.05 to the Contractor, Absolute Concrete Construction, Inc. and closing of the Davis Street Reconstruction Project.

Please contact me should you have any questions on this pay application or concerning acceptance of the project. We will be in attendance at the October 14, 2019, City Council meeting to answer any questions regarding this partial payment application and project closeout.

Sincerely,

SNYDER & ASSOCIATES, INC.

John W. Haldeman, P.E

Enclosure

cc:

Mike Schulte, City of Polk City Chelsea Huisman, City of Polk City Kathleen Connor, Snyder & Associates Travis Thornburgh, Snyder & Associates

# APPLICATION FOR PARTIAL PAYMENT NO. 11 (FINAL - RETAINAGE RELEASE)

S&A PROJECT NO.: 117.0289.01

PROJECT: Davis Street Reconstruction Project

	OWNER: City of Polk City CONTRACTOR: Absolute Concrete Const ADDRESS: 502 1st Avenue Slater, Iowa 50244 DATE: 10/14/2019	uctio	n, Inc.	PAYMENT PERIOD: 8/23/2019	
1.	CONTRACT SUMMARY:			to FINAL	
	Original Contract Amount:	_\$_	843,175.80	CONTRACT PERIOD: TOTAL WORKING DAYS Original Contract Date: December 11, 20	17
	Net Change by Change Order:	\$	27,320.99		75
	Contract Amount to Date:	\$	870,496.79	<u> </u>	
2.	WORK SUMMARY:			Added by Change Order:	6
	Total Work Performed to Date:	\$	870,496.79	Contract Time to Date:	81
	Retainage: 0.00%	\$	-	Time Used to Date:	84
	Total Earned Less Retainage:	\$	870,496.79	Contract Time Remaining:	-3
	Less Previous Applications for Payment:	. \$	856,394.74		
	RETAINAGE BEING HELD:	\$	14,102.05		
	Liquidated Damages (3 Working Days):	\$	3,000.00		
	AMOUNT TO BE RELEASED:	\$	11,102.05		
3.	CONTRACTOR'S CERTIFICA	TIO	N:		
	The undersigned CONTRACTOR certifies the	at:			
	applied to discharge in full all obligations of Payment; and	CONT	RACTOR incurred in said Work of	count of Work done under the contract referred to above have been red in connection with the Work covered by prior Applications for or otherwise listed in or covered by the application for Payment are free s	
	Absolute Concrete Construction CONTRACTOR	n, Ind	<u>.                                    </u>		
	Ву			DATE: 10/10/19	
4.	ENGINEER'S APPROVAL: Payment of the above AMOUNT DUE THIS	APPI	ICATION is rec	ommended:	
5.	Snyder & Associates, I			DATE: 10/10/19	
	City of Polk City OWNER	munna			
	Ву			DATE:	

## 6. DETAILED ESTIMATE OF WORK COMPLETED:

		CONTRACT ITEMS					COMPLETED WORK			
ITEM NO.	DESCRIPTION	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	

7.04	Pavement Continuously Reinforced Jointed PCC, 6		-				Т	
7.01.	Inches	3,206	SY	42.00	134,652.00	3,239	-	136,038.00
	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	$\perp$	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	11	LS	5,000.00	5,000.00	1	$\bot$	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	T	30,550.00
9.04.	SWPPP Management	1	LS	4,000.00	4,000.00	1.00	T	4,000.00
9.05.	Filter Sock, 9 Inch Dia.	750	LF	3.50	2,625.00	750	T	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	$\top$	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		E 200 2E
	Type "I" Inlet Filter	16	EA	150.00	2,400.00	16	+	5,300.25 2,400.00
	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	+	
11.04.	Concrete Washout	1	LS	1,500.00	1,500.00	1	+	6,500.00
	Mailbox, Removal	17	EA	205.00	3,485.00	17	+	1,500.00
11.06.	Cluster Mailbox, Remove, Salvage, and Replace	1	EA	1,025.00	1,025.00	1/	+	3,485.00
11.07.	Cluster Mailbox, Furnish and Install	2	EA	600.00	1,200.00	2	+	1,025.00 1,200.00
			<b></b>	CONTRACT =			\$	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	I	(1,575.00)
5.02.	Water Main, Trenched, PVC C900, 8 Inch Dia.	149	LF	28.50	4,246.50	149	1	ļ	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	EΑ	14.75	737.50		6		_
7.01.	Pavement Continuously Reinforced Jointed PCC, 6 Inches	33	EA	42.00	1,386.00		6		-
7.05.	Sidwalk, 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		GE ORDERS =	\$ 27,320.99			\$	25,612.64
				AL CONTRACT ANGE ORDERS	\$870,496.79			\$	870,496.79

#### **RESOLUTION 2019-98**

# A RESOLUTION APPROVING THE APPLICATION FOR PARTIAL PAYMENT NO. 2 FOR THE EAST GRIMES STREET AND DEER HAVEN STREET INTERSECTION REPAIRS PROJECT

WHEREAS, the City of Polk City, City Council, approved Resolution 2019-30 ordering construction for the East Grimes Street and Deer Haven Street Intersection Repairs Project on April 22, 2019; and WHEREAS, the City Council approved Resolution 2019-43 on May 28, 2019 awarding the construction contract to Alliance Construction Group, LLC. Of Grimes, Iowa; and WHEREAS, on May 28, 2019 the City Council approved Resolution 2019-44 approving the contract in the amount of \$85,476.50; and WHEREAS, on September 10, 2019 the City Council approved a partial payment No. 1 in the amount of \$38,432.53; and WHEREAS, Alliance Construction Group, LLC and the City Engineer have submitted the Application for Partial Payment No. 2 giving a detailed estimate of work completed with an application for payment in the amount of \$34,946.42. **NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Polk City, Iowa hereby approves the Application for Partial Payment No. 2 for the East Grimes Street and Deer Haven Street Intersection Repairs Project and the Finance Officer is hereby authorized to issue a check to Alliance Construction Group, LLC in the amount of \$34,946.42. **PASSED AND APPROVED** the 14<sup>th</sup> day of October 2019. Jason Morse, Mayor ATTEST: Jenny Gibbons, City Clerk



October 14, 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. 2

EAST GRIMES STREET AND DEER HAVEN STREET INTERSECTION

REPAIRS PROJECT

Dear Honorable Mayor and City Council:

Please find attached Partial Payment Application No. 2 for the East Grimes Street and Deer Haven Street Intersection Repairs Project. This pay application includes work completed by the Contractor between September 1, 2019 and September 30, 2019. Work completed through this pay application includes earthwork and paving associated with the north leg of the intersection.

The Contractor has completed paving operations on both legs of the intersection. Work remaining includes construction of sidewalks and surface restoration in all four quadrants of the intersection. The Contractor is currently on pace to be completed within the 25 working days.

We recommend payment of \$34,946.42 to the Contractor, Alliance Construction Group, LLC. for work completed through September 30, 2019. Approximately 90% of the total contract work has been completed and 16 of the 25 working days for the project have been charged through this pay application.

Please contact me should you have any questions on this pay application. We will be in attendance at the October 14, 2019 City Council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

John W. Haldeman, P.E.

Enclosure

cc:

Mike Schulte, City of Polk City Chelsea Huisman, City of Polk City Kathleen Connor, Snyder & Associates Travis Thornburgh, Snyder & Associates

### **APPLICATION FOR PARTIAL PAYMENT NO. 2**

	PROJECT: East Grimes Street and Intersection Repairs Pro		r Haven Street	S&A PROJECT NO.: 118.1106.01
	OWNER: City of Polk City CONTRACTOR: Alliance Construction G ADDRESS: 3000 SE Grimes Blvd., Grimes, Iowa 50111 DATE: 10/14/2019			PAYMENT PERIOD: 9/1/2019
1.	CONTRACT SUMMARY:			to 9/30/2019
	Original Contract Amount:	\$	85,476.50	CONTRACT PERIOD: TOTAL WORKING DAYS
	Net Change by Change Order:	\$	*	Original Contract Date: May 28, 2019
	Contract Amount to Date:	\$	85,476.50	Original Contract Time: 25
2.	WORK SUMMARY:			Added by Change Order:0
	Total Work Performed to Date:	\$	77,241.00	Contract Time to Date: 25
	Retainage: 5%		\$3,862.05	Time Used to Date: 16
	Total Earned Less Retainage:		\$73,378.95	Contract Time Remaining: 9
	Less Previous Applications for Payment:	\$	38,432.53	
	AMOUNT DUE THIS APPLICATION:		\$34,946.42	
3.	CONTRACTOR'S CERTIFIC	AT	ON:	
	The undersigned CONTRACTOR certifies	that:		
	applied to discharge in full all obligations of Payment; and	orpora	NTRACTOR in	account of Work done under the contract referred to above have been curred in connection with the Work covered by prior Applications for ork or otherwise listed in or covered by the application for Payment are free nees
4.	Alliance Construction Grow By  ENGINEER'S APPROVAL: Payment of the above AMOUNT DUE TH			DATE: 10/10/19 recommended:
_	Snyder & Associates, ENGINEER By W. House	nc.		DATE: 10/10/19
5.	OWNER'S APPROVAL			
	City of Polk City OWNER			
	Ву			DATE:

# 6. DETAILED ESTIMATE OF WORK COMPLETED:

			cc	ONTRACT ITEM	S	со	MPLE	TED	WORK
ITEM NO.	DESCRIPTION	PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #		COST TOTAL
2.01.	Topsoil, On-Site	80	CY	\$ 33.00	\$ 2,640.00	60		\$	1,980.00
2.02.	Excavation, Class 10	35	CY	29.00	1,015.00	35.0			1,015.00
2.03.	Subgrade Preparation	950	SY	4.50	4,275.00	926			4,167.00
7.01.	Pavement, PCC, 6-Inch Continuously Reinforced	870	SY	51.50	44,805.00	906.0			46,659.00
7.02.	PCC Pavement Samples and Testing	11	LS	1,600.00	1,600.00	1.0			1,600.00
7.03.	Removal of Sidewalk	53	SY	16.00	848.00	53.0			848.00
7.04.	Sidewalk, PCC, 6-Inch	53	SY	72.00	3,816.00				-
7.05.	Detectable Warnings	64	SF	40.00	2,560.00				-
7.06.	Removal of Pavement	870	SY	12.00	10,440.00	906.0			10,872.00
8.01.	Temporary Traffic Control	1	LS	3,450.00	3,450.00	1.00			3,450.00
9.01.	Hydraulic Seeding, Fertilizing, and Mulching, Type 1	0.07	AC	30,000.00	2,100.00				
9.02.	Filter Sock, 6-Inch	365	LF	2.50	912.50				-
9.03.	Filter Sock, Removal	365	LF	1.00	365.00			<u> </u>	
11.01.	Mobilization	1	LS	6,200.00	6,200.00	1.0			6,200.00
11.02.	Concrete Washout	1	LS	450.00	450.00	1.0			450.00
		TOTAL OF	RIGINAL	. CONTRACT =	\$ 85,476.50			\$	77,241.00
CHANG	ORDER SUMMARY:								
<b> </b>			<u> </u>						
<b></b>							<u> </u>		
		TOTAI	_ CHAN	GE ORDERS =	\$ -			\$	•
				AL CONTRACT				\$	77,241.00

#### **RESOLUTION NO. 2019-91**

# CENTRAL IOWA REGIONAL PUBLIC SAFETY COMMUNICATION SYSTEM SUBSCRIBER AGREEMENT

WHEREAS, the Polk County Sheriff's Office currently provides communication dispatch services for Polk City, which includes law enforcement, fire departments, and other emergency services responders; and WHEREAS, Polk County and RACOM entered into a Master Contract on 3/13/2012 for the purpose of establishing a public/private network for public safety radio service in central Iowa and approved Amendment 1 on 12/17/2013 and Amendment 2 on September 17, 2019 extending the current Master Contract with RACOM from 6/30/2024 to 6/30/2030; and WHEREAS, Polk County will procure from RACOM and provide to Polk City new portable radios at a 1-1 ratio for each old portable radio Polk City returns to Polk County; and **WHEREAS**, Polk City shall be responsible for the payment of a monthly access fee for each radio payable directly to RACOM and an annual reimbursement to Polk County for expenses as outlined in the Subscriber Services agreement attached hereto as Exhibit "A"; and NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Polk City approves the Subscriber Agreement by and between Polk City and Polk County and authorizes the execution of said agreement in accordance with Chapter 28E of the Iowa Code. **PASSED AND APPROVED** this 14th day of October 2019. Jason Morse, Mayor ATTEST: Jenny Gibbons, City Clerk

SEP 2 3 2019

### CENTRAL IOWA REGIONAL PUBLIC SAFETY COMMUNICATION SYSTEM

#### SUBSCRIBER AGREEMENT

(Without Law Enforcement Service, With Radios Provided)

THIS AGREEMENT is entered into by and between Polk County, Iowa, a governmental subdivision organized and existing under the laws of the State of Iowa and municipal corporation organized pursuant to Chapter 331 of the Code of Iowa ("Polk County"), whose address is 111 Court Avenue, Room 300, Des Moines, Iowa 50309, and the ("Subscriber"); collectively the "Party" or "Parties." The Central Iowa Regional Public Safety Communication System ("System") is an unincorporated consortium of public safety agencies for whom Polk County provides dispatch services. This Agreement complies with Chapter 28E of the Iowa Code.

#### SUBSCRIBER NAME AND ADDRESS:

City of Polk City, 112 South 3rd Street, Polk City, Iowa 50226

This Agreement establishes a stable consortium for dispatch services for public safety agencies in Polk County.

#### Polk County and Subscriber Agree As Follows:

- 28E Agreement: This Agreement is entered into pursuant to the provisions of Chapter 28E of the Iowa Code. This Agreement replaces and supersedes any and all previous Subscriber Agreements between the parties.
- 2. No Entity: No separate legal or administrative entity is created by this Agreement. No real estate will be purchased in the performance of this Agreement.
- 3. Administrator: The Polk County Sheriff shall administer the performance of this Agreement.
- 4. Term: The term of this Agreement shall commence upon action and acceptance by both Parties and continue until June 30, 2030. This Agreement will be automatically renewed in six-year increments, unless terminated or modified as provided for in following sections.
- 5. Termination for Default: If either Party fails to perform its obligations under this Agreement, the other Party may send a Notice of Default. The Notice shall provide for 30 days to cure the default (this time period may be extended by mutual consent). If the breach/default is not cured within the time allowed, this Agreement shall terminate after 13 months.
- 6. Termination for Convenience: If the Subscriber determines that it is in its best interest to terminate this Agreement, the Subscriber shall provide Polk County 13 months' notice of the termination in writing. In the event that the Subscriber elects to terminate this Agreement for convenience, the Subscriber shall pay Polk County the present value of the user access fees for the System from the termination date through June 30, 2030.

- **7. Amendments:** This Agreement may be amended only upon the written agreement of both Parties.
- **8. Indemnification:** The governmental Parties' liability is determined by Chapter 670 of the lowa Code.
- 9. Services: Polk County will provide the following:
  - a. Emergency Telephone: Polk County will receive and process all emergency telephone calls received on the 911 telephone system.
  - b. Administrative Telephone: Polk County will receive administrative telephone calls for police, fire, and EMS agencies.
  - c. Dispatch Services: Polk County's Public Safety Answering Point (PSAP) shall provide services twenty-four (24) hour per day, three hundred sixty-five (365) days per year.
  - d. Fire Paging: Polk County will provide an automated voice paging feed. Polk County will also provide an automated digital message feed that the Subscriber is able to use with a vendor of its choice.
  - e. Outdoor Warning Storm Siren Alerting:
    - i. Polk County will provide a signal to activate outdoor warning storm sirens active within the Subscriber's jurisdiction.
    - ii. Polk County is not responsible for the maintenance, upkeep, and/or operation of the Subscriber's siren equipment.
  - f. Computer Aided Dispatch: Polk County shall provide dispatch services utilizing a modern Computer Aided Dispatch (CAD) System.
    - The Subscriber is responsible for updating street and address information with its own GIS department and coordination with the City of Des Moines Regional GIS.
    - ii. The Subscriber is responsible for commercial property commonplace name and emergency contact information updates to the Polk County Sheriff's Office Communications Center.
    - iii. The Subscriber is responsible for updating agency rosters and emergency responder contact information to the Polk County Sheriff's Office Communications Center.
  - g. Incident Numbering: Polk County will electronically record and provide "Event" and "Case/Run" numbers for all incidents within the Subscriber agencies' jurisdiction.
  - h. Mobile: Polk County shall provide a Mobile system solution for use in public safety vehicles.
    - i. Polk County shall provide the VPN portal to the Polk County network (i.e., "Netmotion") and administer the licensing.
    - ii. The Subscriber shall be responsible for notifying the Polk County Sheriff's Office Communications Center of any inactive devices with a license, regardless of the reason for the inactivity.
  - Records Management System (RMS): For those agencies using the RMS provided by Polk County, the Polk County Sheriff's Office Communications Center shall provide calls for service records from CAD to the Subscriber.

#### j. Network Access:

- Polk County will allow secure network access to Subscriber for CAD, RMS, Mobile, and related public safety systems use.
- The Subscriber will be responsible for providing the connection to the network.
- iii. The Subscriber shall be responsible for its own statistical, mapping, and related analytics.

#### k. Supplemental Support Services:

- Polk County will provide supplemental technical support services for CAD, RMS, Mobile, and associated interfaces to Subscriber agencies.
- ii. Polk County shall not be responsible for supplying Subscriber equipment.
- Polk County shall not be responsible for ensuring compatibility with the Polk County CAD, RMS, and Mobile systems, but will provide minimum specifications upon request.
- I. PSAP Operational Advisory Committee:
  - Polk County will host and facilitate meetings with an Operational Advisory Committee on a regular basis and no less than a quarterly basis.
  - ii. Subscriber representatives will develop procedures and rules governing the committee after the Subscriber agreements are executed.

# 10. Upgrade Project: Polk County will procure from RACOM and provide the following to the Subscriber:

- a. New portable radios for the Subscriber's Law Enforcement, Fire, and EMS agencies. One new portable radio will be provided to replace each that is turned in for credit (1 for 1 replacement). Additions or expansions of an agency's radio count will be authorized as a one-time expense of Polk County at the time of the upgrade project. Subsequent additions, expansions, and/or replacements after the upgrade project will be the responsibility of the Subscriber.
  - i. Public Safety Portable Radio Configuration
    - Harris XL-185 Portable Radio
    - Partial Keypad
    - Midnight Black or Yellow or HiViz Green (at no additional cost)
    - P25 Phase 2 Time Division Multiple Access (TDMA)
    - P25 Trunking
    - 256-AES, 64-DES Encryption
    - P25 OTAR (Over The Air Rekeying)
    - Two Hi Capacity Battery 5000 mAh
    - One ½ Wave Flex Antenna
    - One Metal Spring Belt Clip
    - One Standard or one Fire Speaker Microphone with Emergency Button
    - One Earphone Kit with right angle (plugs into lapel mic jack)
    - Built-in WiFi for programming
    - · Radio setup, programmed, bench calibrated, and tested

- b. Replacement of existing portable radio chargers and installation costs for those deployed in vehicles.
- c. An upgrade for the Subscriber's existing Law Enforcement, Fire, and EMS agencies' mobile and control station radios to P25 Phase 2 Time Division Multiple Access (TDMA), on or before January 1, 2021.
- d. A 5-year comprehensive warranty and maintenance program for all upgrade project-purchased portable radios, and a 5-year maintenance program for all project-upgraded mobile and control station radios is provided.
- e. Subscriber Options
  - Upgrades or additions to the configurations listed above will be an additional cost solely born by the Subscriber, including but not limited to, the following:
    - All costs for the use of the BeOn app
    - All costs for WiFi, FirstNet or any LTE provider access
  - ii. After the upgrade project purchase, but during the life of the Agreement, additional radio and accessory purchases by the Subscriber from RACOM shall be discounted, at a minimum, of 25% by RACOM.
- 11. Monthly System Service Fee: The Subscriber shall be responsible for the payment of a monthly access fee for each radio, payable directly to RACOM. The monthly access fee for radios shall be governed by the Amended Master Contract between Polk County and RACOM. Through June 30, 2021, the price for the monthly radio service for each radio shall be \$23.97 per month. After that time, the monthly subscription fee shall not increase more two percent (2%) annually. These rates permit predictability in budgeting for each agency.

#### 12. Annual Service Fee:

- a. Beginning July 1, 2024, the Subscriber shall be responsible for an annual reimbursement to Polk County for a portion of Polk County General Fund Expenses for the Polk County Sheriff's Office PSAP.
- b. Reimbursements are based on a Per Capita Cost sharing formula and will use the United States Census Bureau 2020 Census data.
- c. In FY 24/25, the cost sharing percentage shall be twenty five percent (25%).
- d. The cost sharing percentage shall increase by no more than two percent (2%) annually for each subsequent fiscal year.
- e. In FY 24/25, the cost sharing shall be based upon actual Polk County Sheriff's Office Communications Center expenses from FY 22/23. Each subsequent year would follow as actuals become available for reporting. This provides predictability in budgeting for each agency.
- f. Subscriber costs shall be based on all Subscribers participating at the execution of this Agreement, including Polk County. Remaining Subscribers shall not be responsible for costs attributable to entities that terminate Polk County Sheriff's Office Communications Center services.
- g. The annual service fees will be reinvested in Polk County Sheriff's Office public safety communications.

#### 13. Payment and Contract Administration:

- Polk County will provide financial administration of the upgrade project and will pay RACOM for upgrades and replacements.
- b. During the implementation of the upgrade project, the Subscriber will turn in one portable radio in exchange for one new replacement portable radio (1 for 1 replacement).
- c. Polk County will coordinate mobile and control station upgrades with RACOM and the Subscriber.
- RACOM will provide Polk County with an invoice for Subscriber upgrades and/or additions.
- e. Polk County will bill each Subscriber for its upgrades and/or additions. Subscriber shall submit payment to Polk County within 30 days of receipt of an invoice.
- **14. Ownership:** After the radios are delivered, the Subscriber agency is the owner of the radios and shall be responsible for any and all maintenance, repairs, and upkeep costs not covered under the Polk County-provided warranty and/or maintenance contract. The Subscriber is responsible for the risk of loss and replacement.
- 15. Execution of Agreement: The Parties shall approve this Agreement by motion and resolution of the respective board or council, which shall authorize the execution of this Agreement. This Agreement shall be filed in the Office of the Iowa Secretary of State and the Recorder of Polk County, by Polk County, in accordance with Chapter 28E of the Iowa Code.

### RESOLUTION

MOVED By	Van Oost e adopted.	_ SECONDED B	y Bro	unell	_ that the
WHEREAS, the for approximately 30 p emergency services res					
WHEREAS, P system, and in 2012 ide	olk County explored entified goals to addre			nings of the comm	unication
WHEREAS, P	olk County selected a	proposal submitted	l by RACOM C	orporation (RAC	OM); and
WHEREAS, F purpose of establishing	Polk County and RA a public/private netw				
WHEREAS, P	olk County approved	Amendment 1 to th	ne Master Contr	act on 12/17/2013	; and
WHEREAS, a Iowa Regional Public S used by Polk County and P25 system at a cost of	d participating Subscr	System involves the System	he purchase of r gencies in order	radios and equipm to remain current	ent to be twith the
WHEREAS, R property located at 1266 improve coverage, and c		khart, modify anten	na infrastructur	e at multiple other	
WHEREAS, Po end date of 6/30/2024 to	olk County will exten 6/30/2030; and	d the current Maste	er Contract with	RACOM from it	s current
WHEREAS, Postared with the Subscrib	olk County and partic per agencies for their i		will have a nev	w agreement that	haș been
NOW, THERE Chair of the Board of Subscriber Agreements.	FORE BE IT RESO Supervisors to sign t				
Approved this	1714 day of SEPT	TEMBER, 201	9.		
		POLK (	COUNTY, IOW	'A	
	*	Tom 74	Kinsm	N	
SUBMITTED BY	M	Polk Co	unty Board of S	Supervisors	
Frank Marasco Polk County Sheriff's Of	(ano	ROLL CALL FOR ALLOWANCE	Steve Van Oort Robert Brownell	Yea Nay Yea Nay	
APPROVED AS TO FO		SEP 1 7 2019	Angela Connolly Matt McCoy	Yea Nay	
Assistant County Attorne	y 7	ALLOWED BY VOTE OF BOARD	Tom Hockensmith	Nay O	

# POLK COUNTY BOARD OF SUPERVISORS

## Tuesday Agenda Memorandum

Item Type & Title: Resolution approving Amendment 2 to the Master Contract between Polk County and RACOM Corporation (RACOM) and Subscriber Agreements between Polk County and Subscriber entities.

Agenda Date: 9/17/2019

Contact Individual: Frank Marasco, 515-286-3943, frank.marasco@polkcountyiowa.gov

Action Requested (Recommended): The Resolution approves Amendment 2 to the Master Contract between the Polk County and RACOM and Subscriber Agreements between Polk County and Subscriber entities, and authorizes the Chairperson to sign said documents.

**Background:** The Polk County Sheriff's Office, which provides communication dispatch services for approximately 30 public safety agencies, including law enforcement, fire and ems departments, and other emergency services responders, in 2011 identified options to address the following specific issues and shortcomings in its communications system:

- 1. Narrowbanding deadline of 1/1/2013 affected public safety VHF and UHF frequency bands
  - a. Outdoor Storm Warning Sirens and Fire Paging Network (Broadcast);
  - b. Fire Department Radio Communications (Two-way Communication);
- 2. Insufficient channel capacity and atmospheric interference issues in VHF and UHF radio systems;
- Insufficient radio coverage in the existing VHF and 800 MHz radio systems;
- 4. End of life for the EDACS 800 MHz system and equipment in use at the time;
- 5. Lack of P25 standards based interoperability.

An Amendment to the Master Contract was approved by the Board of Supervisors in 2013, which authorized the payment schedule for funding the second phase of the project.

Action Impact: Polk County will continue its commitment to maintain and enhance the public/private network for public safety radio service in central Iowa with RACOM. The Polk County Sheriff's Office will continue to act as the administrator of the Central Iowa Regional Public Safety Communication System.

**Fiscal Note:** The budget represents one-time appropriations to purchase radios and equipment to be used by Polk County and participating Subscriber public safety agencies in order to remain current with the P25 system at a cost of approximately \$2.2 million in FY 19/20 and \$2.3 million in FY 20/21.

Fiscal		Anticipated	Anticipated	Ongoing	If Amendment is	Required,
Year	Budgeted? (Y/N)	Expense	Revenue	Commitment? (Y/N)	Expense Account Code	Revenue Account Code
19/20	N	\$2.2 M	0	N	10041041.77490	
20/21	N	\$2.3 M	0	N ·	10041041.77490	

Additional Fiscal Note Information (optional): n/a

#### AMENDMENT 2

# TO CONTRACT FOR CENTRAL IOWA REGIONAL PUBLIC SAFETY COMMUNICATION SYSTEM BETWEEN

## POLK COUNTY, IOWA

#### AND

#### RACOM CORPORATION

This Amendment is made and entered into this 17th day of September, 2019 by and between Polk County, Iowa and RACOM Corporation (RACOM). Polk County and RACOM hereby agree to amend the Contract for Central Iowa Regional Public Safety Communication System dated March 13, 2012 ("Contract") as follows:

- Item 4 Duration. This contract is effective from the date of signing and is extended from the original expiration date of June 30, 2024 through June 30, 2030. It may be renewed at the option of Polk County in six-year increments after that time.
- 2. Item 6 Provision of Services.
  - A. Polk County authorizes RACOM, at RACOM's sole expense, to add a P25 tower site on Polk County property, 12668 NE 29th Street, Elkhart.
  - B. RACOM will own the tower site.
  - C. RACOM will pay for utilities of the site.
  - D. Polk County will not charge RACOM any rental or lease fees for the use of the property, as long as the site is providing service to Polk County.
  - E. Polk County retains the authority to approve any installation or modification of the site, including authorization to permit other public or private entities use of the site.
  - F. Polk County will be the FCC license holder. Costs for frequency coordination and licensing will be passed on to Polk County. RACOM staff time for facilitation of licensing will not be billed.
  - G. RACOM, at RACOM's sole expense, will modify antenna infrastructure at multiple other sites to improve coverage, to contractually guarantee enhanced in-building portable coverage at the following levels:
    - 1. 95%, 8 dB, DAQ 3.4 County-wide
    - 2. 95%, 15 dB, DAQ 3.4 in the following communities:
      - a) Altoona
      - b) Ankeny
      - c) Des Moines
      - d) Grimes
      - e) Johnston
      - f) Mitchellville
      - g) Pleasant Hill
      - h) Polk City
      - Windsor Heights
    - 3. This coverage guarantee supersedes any previous service level agreement.

- H. Polk County will procure from RACOM and provide to the Subscriber's agencies new portable radios. For each portable radio received from the Subscriber's agencies, credit will be given towards the purchase of a new portable radio.
  - 1. Public Safety and Public Services Portable Radio Configuration
    - Harris XL-185 Portable Radio
    - Partial Keypad
    - Midnight Black or Yellow or HiViz Green (at no additional cost)
    - P25 Phase 2 Time Division Multiple Access (TDMA)
    - P25 Trunking
    - 256-AES, 64-DES Encryption
    - P25 OTAR (Over The Air Rekeying)
    - Two Hi Capacity Battery 5000 mAh
    - One ½ Wave Flex Antenna
    - One Metal Spring Belt Clip
    - One Standard or one Fire Speaker Microphone with Emergency Button
    - One Earphone Kit with right angle (plugs into lapel mic jack)
    - Built-in WiFi for programming
    - Radio setup, programmed, bench calibrated and tested
  - 2. Jail Operations Portable Radio Configuration
    - Harris Portable Radio
    - Partial Keypad
    - Midnight Black or Yellow or HiViz Green (at no additional cost)
    - P25 Phase 2 Time Division Multiple Access (TDMA)
    - P25 Trunking
    - Two Hi Capacity Battery 5000 mAh
    - One ½ Wave Flex Antenna
    - Metal Spring Belt Clip
    - One Standard Speaker Microphone with Emergency Button
    - One Earphone Kit with right angle (plugs into lapel mic jack)
    - Built-in WiFi for programming
    - Radio setup, programmed, bench calibrated and tested
  - Chargers: Polk County will purchase a variety of chargers. These will include single desktop, gang desktop and in-vehicle single and gang chargers.
  - After the initial purchase, but during the life of the contract, additional radio and accessory purchases by Polk County or a Subscriber shall be discounted 25%.
  - An upgrade for the Subscriber's existing mobile radios and control stations to P25 Phase 2 Time Division Multiple Access (TDMA).
  - Subscriber Options Upgrades or additions to the configurations listed above will
    be an additional cost solely born by the Subscriber including, but not limited to,
    the following:
    - All costs for the use of the BeOn app
    - All costs for WiFi, FirstNet or any LTE provider access

- 3. Item 7 Contract Amount. For the purchase of radios and accessory enhancements, PCSO Communications tower shelter replacement with generator, tower study estimate, and removal of no longer used/needed antenna and lines, the total contracted amount is estimated not to exceed \$4,500,000.
  - A. Phase 1: Fiscal Year 2019/2020, \$2,200,000 will be appropriated by Polk County for Phase
     1. All non-Polk County agencies with signed subscriber agreements (e.g., municipal and township fire and police departments).
    - Phase 2: Fiscal Year 2020/2021, \$2,300,000 will be appropriated by Polk County for Phase 2. All Polk County Agencies (e.g., Sheriff, Attorney, Conservation, etc.).
  - B. Payments for Phase 1 will be: 30% at order; 30% at the time of delivery to Contractor's Ankeny service site, with verification of receipt by the Polk County Project Manager; 30% at the completion of installation (programming and user training); and 10% at the time of the final acceptance of the new radios, radio upgrades, and system enhancements by Polk County and the Subscribers. RACOM will invoice Polk County for each periodic payment.
  - C. Payments for Phase 2 will be: 30% at order; 30% at the time of delivery to Contractor's Ankeny service site, with verification of receipt by the Polk County Project Manager; 30% at the completion of installation (programming and user training); and 10% at the time of the final acceptance of the new radios, radio upgrades, tower completion, and system enhancements by Polk County and the Subscribers. RACOM will invoice Polk County for each periodic payment.
- 4. Item 8 Access Fees. Each Subscriber shall be responsible for the payment of a monthly access fee for each radio payable directly to RACOM. The monthly access fee for radios shall be governed by the amended master contract between Polk County and RACOM. Through June 30, 2021 the price for the monthly radio service for each radio shall be \$23.97 per month. After that time, the monthly subscription fee will not increase more than two percent (2%) annually. These rates permit predictability in budgeting for each agency.
- Item 10 Equipment Warranty and Maintenance Period. A 5-year comprehensive warranty and
  maintenance program for all project-purchased portable radios, and a 5-year maintenance program for
  all project-upgraded mobile and control station radios is provided.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed as of the date first stated above.

RACOM Corporation	Polk County Board of Supervisors
Myky Willer Mike Miller, President	Tom Hockensmith, Chair
9/11/19 Date	9/17/19 Date

#### **ORDINANCE NO. 2019-1400**

#### AN ORDINANCE AMENDING CHAPTER 65, STOP OR YIELD REQUIRED, SECTION 65.02 AND CHAPTER 69, PARKING REGULATIONS, SECTION 69.08, NO PARKING ZONES

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

**Section 1.** Chapter 65, of the Polk City Code of Ordinances; Stop or Yield Required, Section 65.02, Stop Required, is hereby amended by adding section #165 and #166:

#165 The entrance from Timber Valley Drive to NW Hugg Drive #166 The entrance from Timber Valley Circle to Timber Valley Drive

**Section 2.** Chapter 69, of the Polk City Code of Ordinances; Parking Regulations, Section 69.08, No Parking Zones, is hereby amended by the following:

- a) adding sections #144, #145 and #146:
  - #144 Timber Valley Drive on the west and northerly side from NW Hugg Drive through the cul de sac
  - #145 Timber Valley Drive on the east side from NW Hugg Drive to a point 100 feet south
  - #146 Timber Valley Circle on the west side through the cul de sac

**Section 4.** All Ordinances or parts of any Ordinance in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

**Section 5.** This Ordinance shall be in full force after its passage, approval and publication as provided by law.

PASSED AND APPROVED 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: 10/8/2019

**To:** Mayor & City Council

From: Mike Schulte

**Subject: Budgeted Well Communication Line Project** 

BACKGROUND: We have been having trouble with our communication lines to our wells for at least 8 years now. Century link continues to say that the problem is in our equipment, but our contractor says it's a line problem. What happens is, when it rains for days the line fails and our well #4 can't run in automatic. At that point we can't run at full capacity. Last time this happened it was out of production for 4 months. Over the years we have looked at numerous options, but all seemed to expensive. We asked for quotes from 4 contractors to bore private lines to the wells so we can control the lines. My Fiber will be in the same area working and as you will see from the quote, they gave us a good deal.

We budgeted \$25,000 for this project. Please keep in mind that installing the lines is part of the project. We also must get a contractor to hook the lines up to our panel and wells at a later date.

ALTERNATIVES: Looked at wireless and Century Link upgrades but both were more expensive.

**FINANCIAL CONSIDERATIONS:** If we install our own lines, we can terminate 2 lines of service with Century Link costing us \$148 per month.

Annual saving \$1776

RECOMMENDATION: I would recommend My-Fiber install all the line and conduit at a cost of \$16,199.33

mi-fibernet

September 30, 2019

Estimate to place copper and fiber cable from Water plant to well # 4.

BFO12R	2400	\$0.30	\$	717.43
BJ 3x22	2300	\$0.39	\$	897.00
17x30x24 vault	3	\$143.00	\$	429.00
Splice kit	1	\$120.00	\$	120.00
X-pack with Enclosure	2	\$103.35	\$	206.70
BM 60(1)(2)	1040	\$2.83	\$	2,943.20
BM 60(1)(2)	1160	\$7.50	\$	8,700.00
2" Duct	2200	\$0.63	\$	1,386.00
Combination tech Combination tech	4 hours 4 hours	\$100.00 \$100.00	<b>\$</b> \$	400.00 · 400.00 ·

**Total Billing** 

\$ 16,199.33

# Harris Directional Boring, Inc. 1714 NE 61st Pl., Ste A

1714 NE 61st Pl., Ste A Des Moines, IA 50313

# Estimate

Date	Estimate #
8/26/2019	1734

Name / Address	
City of Polk City	
P.O. Box 426	
Polk City, IA 50226	

Ship To	
Polk City Wells	
Polk City, IA	

Project

Description	Cost	Qty
Directional Boring 2" duct from a building to a well aprox. 2200ft and pulling 2pr		
phone cable		
2" Bore	6.00	2,200
2" Gray Duct	1.25	2,260
Mini Excavator	110.00	8
2" PVC 90	12.80	5
22awg/2pr direct bury phone cable	0.50	6,000
#10 Tracer Wire	0.30	2,260
24x36x24 Plastic Hand Hole	320.00	,
24XJ0X24 Tlastic Haild Hole		
Estimate does not include locating private utilities, and core drilling and exposing utilities under concrete.	0.00	
	Subtotal	\$20,967.00

**Sales Tax (7.0%)** \$0.00 Phone # **Total** \$20,967.00 5157277861



NC3, LLC

44926 State HWY 92 CLEARBROOK,MN 56634 Date:
QUOTE #:
Customer ID:

Polk city

FROM; SCOTT STEINMETZ

scott.steinmetz@outlook.com

TO;

Randy Franzen City of Polk City P.O. Box 462 112 third St. Polk City, IA 50226

**Payment Terms** 

Due upon receipt

Qty	Description	Unit Price
1.00	Materials	8,650.00
1.00	Placing/ Labor	21,230.00
	This Price includes all labor to place duct 30",	
	3 above aground junction Boxes , conduit stubbed out to water Building, as well as placing cable/homeruns/ with a 14gauge copper wire	

ı prepared by:

I and Permitting Provided by Comunication Innovators.

It includes all the core drills for Potholing

I les Included

I les Pannels need to be replaced additional costs will

d

Subtotal Sales Tax Total



August 20, 2019 2019-30 NC3, LLC

### Due Date

Line Total

8,650.00
21,230.00
\$ 29,880.00
\$ 29,880.00

# **MICHELS®**

September 5, 2019

City of Polk City
Randy Franzen Supervisor of Public Works
PO Box 426, 112 Third St
Polk City, Iowa 50226
rfranzen@polkcityia.gov

Re: Polk City

Dear Randy,

Michels is pleased to offer a proposal for the Polk City project based on the bid plans and specifications we received. We offer the following clarifications to the proposal:

1. Proposal Includes:

- a. Furnish and install (1) 2" HDPE inner-duct by directional bore approximately 2,200 feet from well head to water building 36" inches deep
- b. Furnish and install 12 pair copper cable from well head to water building approximately 2,200 feet.
- c. Project Cleanup
- 2. Proposal exclusions:
  - a. Cable terminations/testing.
  - b. Any Permits
  - c. Solid Rock directional boring, if rock were to be encountered at 36" deep, Michels would drill less than 36" to avoid solid rock. If solid rock is not avoidable, a negotiated rate would apply.

Total Proposal: 45,932.76

Michels has the experience and resources to complete the Polk City project, and we look forward to working with city of Polk City. Please feel free to call Dylan Werner 920-539-7546 if you have any questions regarding these clarifications.

Sincerely,

Josh DeBruine Vice President

MICHELS POWER



Date September 26, 2019

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

## **INVOICE SUMMARY - AUGUST SERVICES**

Services from August 1, 2019 through August 31, 2019

OFIGERAL FIGUREFICIAL	GENERAL	. ENGINEERING	
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	2019 General Engineering	119.0001	\$	1,146.00
	Building and Development issues:	119.0001	\$	1,528.00
	Meetings and coordination with developers, engineers, building inspector,			•
	and staff regarding various potential and ongoing projects including potential			
	annexation, subdivisions, and building permits.			
	Water Dept:	119.0001	\$	859.50
	'NW Hugg Drive water main and impacts to Sharp property; water main as-			
	builts to developers, and CIP projects for water rate study.			
	Sanitary Sewer Dept:	119.0001	\$	998.50
	Bridge Road lift station pump if car wash is added, sanitary sewer as-builts to			
	developers, and sewer depth at S. 3rd Street.			
	Miscellaneous Projects:	119.0001	\$	3,422.00
	Review TIF Agreements for Crossroads trail and Hy-Vee storm sewer.			
	Prepare cost opinion for trail along S. 3rd Street at Pine Ridge Estates.			
	Discuss future traffic signal and costs with Don Sandor. Research and			
	compile URA and TIF info and prepare maps of same.			
	SUBTOTAL		\$	7,954.00
CAPITAL IMPROVEMENT PROJECTS				
	2019 Street Repair Project	119.0449	\$	2,500.00
	3rd Street & Bridge Road Intersection Improvements	118.0330	\$	150.00
	Davis Street Reconstruction Project	117.0289	\$	3,437.00
)	Grimes St. & Deer Haven St. Intersection Improvements	118.1106	\$	3,550.00
	SE Trunk Sanitary Sewer Environmental	119.0268	\$	1,830.00
,	SUBTOTAL		\$	11,467.00
REIMBURSABLE DEVELOPMENT REVIEW PROJECTS				
	Big Creek Valley: Construction Observation	118.0975	\$	11,164.10
1	Crossroads Plat 2: Construction Observation	117.1163	\$	-
	Kwik Star: Site Plan, Traffic Impact Study	119.0816	\$	2,373.00
	Twelve Oaks Plat 3: Construction Observation	115.0170	\$	648.00
	SUBTOTAL		\$	14,185.10
TOTAL			\$	33,606.10
				,